



REGULAR SESSION OF THE PAMLICO COUNTY  
BOARD OF COMMISSIONERS  
MONDAY, JUNE 1, 2026

| <u>P.M.</u> | <u>NAME</u>                    | <u>SUBJECT</u>  |
|-------------|--------------------------------|---|
| 7:00        | Chairman Heath                 | Call Meeting to Order<br>Invocation<br>Pledge of Allegiance<br>Approve Proposed Commissioner's Meeting Agenda for June 1, 2026 (Additions and/or deletions to the Agenda)<br>Approval of the minutes for:<br>May 18, 2026 Budget Meeting Minutes and Regular Session Minutes and Closed Session Minutes |
| 7:05        | County Manager-Mark Brewington | Presentation-FY 26-27 Budget [1. 25-26-240]   |
| 7:15        | <u>PUBLIC HEARING</u>          | <u>Ordinance Regulating Campgrounds &amp; Tiny Homes/Parks Model Parks</u> [2. 25-26-241]   |

**Public Comment Period:**

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

**CONSENT AGENDA**

3. 25-26-242 Request for approval of Budget Amendments
4. 25-26-243 Request for approval of Board Releases
5. 25-26-244 Request for approval of Croaker Festival Fireworks Display Schedule
6. 25-26-245 Request for approval of Camp Seagull July Fireworks Display Schedule
7. 25-26-246 Request for approval to Advertise Outstanding 2025 Taxes
8. 25-26-247 Request for approval of Craven-Pamlico County Local Emergency Planning Committee By-Laws
9. 25-26-248 Request for approval from Coop. Extension to Accept grant funding through the NC Department of Agriculture & Consumer Services Pesticide Container Recycling Program in the amount of \$9,350.00
10. 25-26-249 Request for approval of ARPA Internal Control Policy (Modified)
11. 25-26-250 Request for approval to authorize Finance Officer and County Manager to approve Year End (2025-2026) Budget Amendments

**CORRESPONDENCE AGENDA**

12. 25-26-251 Request to approve Pamlico County Consolidated Health Services & Health Advisory Board Handbook 2026
13. 25-26-252 Request for approval from Finance Officer to Re-obligate and Authorized to utilize funds in the amount of \$37,150.00 received from Local Assistance Tribal Consistency Funds under General Government operations or Infrastructure Investments
14. 25-26-253 Request for approval of Encroachment Agreement between Pamlico County and Michiel Van Meeteren and Greta M. Van Meeteren
15. 25-26-254 Discussion Request: County Apparel Website (Tabled 4/20/26)
16. 25-26-255 Request for Closed Session regarding Personnel [N.C.G.S. § 143-318.11(a)(6)]

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



**BUDGET MEETING MINUTES OF THE  
PAMLICO COUNTY BOARD OF COMMISSIONERS  
MONDAY, MAY 18, 2026 AT 6:00PM**

The Pamlico County Board of Commissioners held a Budget Meeting on Monday, May 18, 2026 at 6:00pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Candy Bohmert, Doug Brinson, Kari Forrest, Ken Health, Thomas Mills, and Ed Riggs were present. Also present were County Manager Mark Brewington, Finance Officer Alex Showalter and Clerk to the Board Tracy Boyd. Commissioner Carl Ollison attended via Zoom at 6:00pm. This meeting was open to the public, and proper notice was given.

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

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

1. Proposed Fee Schedule Changes
2. Fire Department Budget
3. Final Water Budget
4. Final Budget Proposal
5. Recommended Budget June 1, 2026

County Manager Mark Brewington provided updates to the Proposed Fee Schedule and recommendation.

The Board, County Manager Mark Brewington, discussed the Fire Department Budgets. County Manager Mark Brewington invited Fire Marshal Chris Murray to discuss further. He discussed the current situation and challenges, staffing and equipment crisis and funding proposals.

County Manager Mark Brewington and Finance Officer Alex Showalter provided updates on the current year-end (FY 25-26) General Fund and financial projections. Board/manager discussion included: water fund budget (FY 26-27), COLA options, career development program, increases to general operating expenses, change in net position with financial results, and a 6-Year Financial Estimate of the general fund with tax rate suggestion.

Commissioner Brinson arrived at 6:54pm.

The Board also discussed Jail and Sheriff's Office salary adjustments. Sheriff Chris Davis was present to answer any questions.

There being no further business, on a motion made by Commissioner Forrest and seconded by Commissioner Bohmert, the Board adjourned until the next regular meeting on Monday, May 18, 2026 at 7:00pm. Time recorded: 7:03pm

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Chairman

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Clerk to the Board



**REGULAR SESSION MINUTES OF THE  
PAMLICO COUNTY BOARD OF COMMISSIONERS  
MONDAY, MAY 18, 2026**

The Pamlico County Board of Commissioners met in regular session on Monday, May 18, 2026, at 7:03pm in the Patsy H. Sadler room of the Pamlico County Courthouse. Commissioners Candy Bohmert, Doug Brinson, Kari Forrest, Ken Heath, Thomas Mills and Ed Riggs were present. Also present were County Attorney Dave Baxter, County Manager Mark Brewington, Finance Officer Alex Showalter and Clerk to the Board Tracy Boyd. Commissioners Carl Ollison attended via Zoom at 7:00pm.

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

Chairman Heath asked if there were any corrections, additions, and/or deletions to the agenda; Commissioner Bohmert made a motion, and seconded by Commissioner Forrest, and unanimously approved to add Item 11: Discussion Request: Continued Budget Discussion.

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

**BE IT RESOLVED, the Proposed Commissioner's Meeting Agenda for May 18, 2026, is hereby approved as amended.**

Chairman Heath asked if there were any corrections, additions, and/or deletions to the May 4, 2026 Regular Session Minutes and May 6, 2026 Budget Meeting Minutes. There were no changes, then on a motion made by Commissioner Bohmert and seconded by Commissioner Forrest, the following resolution was unanimously approved.

**BE IT RESOLVED, the May 4, 2026 Regular Session Minutes and May 6, 2026 Budget Meeting Minutes are hereby approved, and the Chairman's signature is authorized thereon.**

Chairman Heath invited Health Director Melanie Dixon to present the Local Fatality Review Team Update to the Board.<sup>[25-26-230]</sup>

The Board then turned their attention to the Consent Agenda.

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

**BE IT RESOLVED, the following FY25-26 Budget Amendment(s) are hereby approved.**  
<sup>[25-26-231]</sup>

Department: Health

#26-125

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER   | ACCOUNT DESCRIPTION        | AMOUNT (+)<br>INCREASED | AMOUNT (-)<br>DECREASED |
|------------------|----------------------------|-------------------------|-------------------------|
| 105110-512100    | Salaries & Wages           |                         | \$ 189,500.00           |
| 105110-512600    | Salaries & Wages P/T       |                         | \$ 91,560.00            |
| 105110-512700    | Salaries & Wages Longevity |                         | \$ 3,000.00             |
| 105151-512100 PC | Salaries & Wages PC        | \$ 101,500.00           |                         |
| 105169-512100    | Salaries & Wages WIC BF    | \$ 8,800.00             |                         |
| 105171-512100    | Salaries & Wages WIC ADMIN | \$ 19,500.00            |                         |
| 105180-512100    | Salaries & Wages ENV HLTH  | \$ 153,640.00           |                         |
| 105110-518100    | FICA                       |                         | \$ 13,200.00            |
| 105110-519900    | Contracted Services        |                         | \$ 2,280.00             |
| 105151-518100 PC | FICA PC                    | \$ 9,000.00             |                         |
| 105169-518100    | FICA WIC BF                | \$ 500.00               |                         |
| 105171-518100    | FICA WIC ADMIN             | \$ 1,600.00             |                         |
| 105180-518100    | FICA ENV HLTH              | \$ 5,000.00             |                         |
| 105110-518101    | Medicare                   |                         | \$ 2,415.00             |
| 105169-518101    | Medicare WIC BF            | \$ 30.00                |                         |
| 105171-518101    | Medicare WIC ADMIN         | \$ 285.00               |                         |
| 105180-518101    | Medicare ENV HLTH          | \$ 2,100.00             |                         |

*Reason for Budget revision:* Reallocation of underutilized funds.

Department: Health

#26-126

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER   | ACCOUNT DESCRIPTION                  | AMOUNT (+)<br>INCREASED | AMOUNT (-)<br>DECREASED |
|------------------|--------------------------------------|-------------------------|-------------------------|
| 105110-518200    | Retirement                           |                         | \$ 18,800.00            |
| 105151-518200 PC | Retirement PC                        | \$ 10,800.00            |                         |
| 105171-518200    | Retirement WIC ADMIN                 | \$ 1,050.00             |                         |
| 105180-518200    | Retirement ENV HLTH                  | \$ 12,750.00            |                         |
| 105110-518210    | 401K Employer Contribution           |                         | \$ 7,150.00             |
| 105151-518210 PC | 401K Employer Contribution PC        | \$ 500.00               |                         |
| 105169-518210    | 401K Employer Contribution WIC BF    | \$ 100.00               |                         |
| 105171-518210    | 401K Employer Contribution WIC ADMIN | \$ 150.00               |                         |
| 105180-518210    | 401K Employer Contribution ENV HLTH  | \$ 2,400.00             |                         |
| 105110-518300    | Group Insurance                      |                         | \$ 12,550.00            |
| 105151-518300 PC | Group Insurance PC                   | \$ 5,500.00             |                         |
| 105169-518300    | Group Insurance WIC BF               | \$ 850.00               |                         |
| 105171-518300    | Group Insurance WIC ADMIN            | \$ 2,500.00             |                         |
| 105180-518300    | Group Insurance ENV HLTH             | \$ 10,100.00            |                         |
| 105110-519900    | Contracted Services                  |                         | \$ 8,200.00             |

*Reason for Budget revision:* Reallocation of underutilized funds.

Department: Tax

#26-127

**FISCAL YEAR 2025-2026**

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | AMOUNT (+)<br>INCREASED | AMOUNT (-)<br>DECREASED |
|----------------|-----------------------|-------------------------|-------------------------|
| 100110-402021  | 2021 AD Valorem Taxes | \$ 60,000.00            |                         |
| 104140-519900  | Contracted Services   | \$ 60,000.00            |                         |

Reason for Budget revision: To Budget for reimbursement foreclosure expenses.

**BE IT RESOLVED, the request for approval to Reappoint TW Harris on the Pamlico Community College Board of Trustee, is hereby approved.** [25-26-232]

**BE IT RESOLVED, the request for approval to Appoint Dr. Sheri Hicks to the Health Advisory Board, is hereby approved.** [25-26-233]

**BE IT RESOLVED, the request for approval to Reappoint Dr. Jeremy Johnson to the Eastern Carolina Workforce Development Board, is hereby approved.** [25-26-234]

**BE IT RESOLVED, the request for approval to Appoint Dr. Diana Silimperi to the Health Advisory Board, is hereby approved.** [25-26-235]

**BE IT RESOLVED, the request to Approve and Execute Contract with Wooten Company in response to RFQ Negotiations, is hereby approved.** [25-26-236]

The Board then turned their attention to the Correspondence Agenda.

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

**BE IT RESOLVED, the request for approval to move forward with the EOC Projects (Option B – Parking Lot Paving: \$27,893.75, Sheriff’s Office and Detention Fingerprint Machines: \$33,295.00, and Special Operations Drone Kit: \$12,000.00), are hereby approved.** [25-26-237]

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

**BE IT RESOLVED, the request for approval of Amendment to Agreement #2000066952 NCDIT Technology Agreement, is hereby approved.** [25-26-238]

The Board, County Manager, and Sheriff Chris Davis discussed the security system at the Jail is in need of replacement/upgraded.

Commissioner Carl Ollison via Zoom ended at 7:11pm.

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

**BE IT RESOLVED, the request to add Closed Session: Attorney-Client Privileges**

**[N.C.G.S. § 143-318.11(a)(3)] to the May 18, 2026 agenda, is hereby approved.**

On a motion made by Commissioner Forrest, seconded by Commissioner Bohmert, and unanimously approved, the Board went into Closed Session for discussion regarding Attorney/Client Privilege [N.C.G.S. § 143-318.11(a)(3)]. Time Recorded: 7:14pm

No actions were taken in Closed Session.

On a motion made by Commissioner Heath, seconded by Commissioner Riggs, and unanimously approved, the Board went back into Open Session. Time Recorded: 8:17pm

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

**BE IT RESOLVED, the request to proceed with additional bids to Replace/Upgrade the Jail Security System, is hereby approved.** [25-26-239]

The Board, County Manager and Finance Officer Alex Showalter continued the Budget Discussion. They discussed the Sheriff's Office Salary and Adjustments. Sheriff Chris Davis was also present to answer any questions. Sheriff Chris Davis also mentioned the Jail Salary adjustment has helped and was able to fill 4 vacancies within the Sheriff's Office.

The Board also discussed Lobbyist expenses and tax rate adjustments.

There being no further business, on a motion made by Commissioner Bohmert and seconded by Commissioner Forrest, the Board recessed until the Budget Meeting on May 20, 2026, at 4:00pm. The next regular meeting will be on Monday, June 1, 2026, at 7:00pm. Time Recorded: 9:14pm.

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Chairman

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Clerk to the Board

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

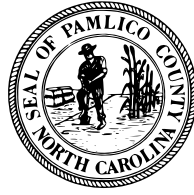
DOUG BRINSON - AT LARGE

KARI FORREST – AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT – TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** County Administration Budget Letter For Fiscal Year 2026/2027

Pamlico County Administration requests to present to the Board of Commissioners the Pamlico County Recommended Budgeted Letter for fiscal year 2026/2027.

Please see a copy of the 2026/2027 Budget Letter attached for your review and consideration.

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

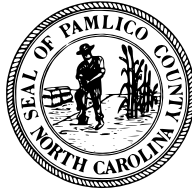
DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT - TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



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MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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June 1, 2026

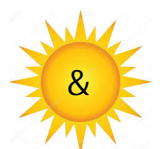
**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Public Hearing For Ordinance Regulating Campgrounds And Tiny Home/Park Model Parks

Pamlico County Planning Board requests the Pamlico County Board of Commissioners for a Public Hearing in reference to the proposed Ordinance Regulating Campgrounds and Tiny Home/Park Model Parks.

Please see a copy of the Ordinance Regulating Campgrounds and Tiny Home/Park Model Parks for your review and consideration.



**PAMLICO COUNTY  
AN ORDINANCE REGULATING CAMPGROUNDS  
AND TINY HOME/PARK MODEL PARKS**

**Article 1  
Purpose**

The purpose of this ordinance is to promote the orderly development and operation of campgrounds, including Recreational Vehicle (RV) parks and tiny home parks within Pamlico County; to protect water quality and the public health; to ensure safe vehicular access and adequate spacing; to establish fair and transparent permitting procedures; and to support tourism and affordable housing consistent with the County's comprehensive plan.

**Article 2  
Authority**

This Ordinance is adopted pursuant to the authority and provisions granted to it under N.C. Gen. Stat. §§ 153A-121, 153A-340, Chapter 160D of the North Carolina General Statutes and other applicable provisions of North Carolina law.

This ordinance shall apply to all land used or proposed to be used as: (1) Campgrounds, including Recreational Vehicle (RV) parks; (2) Tiny Home/Park Models Parks; or (3) Mixed-use Parks combining any of the above uses lying within Pamlico County outside the jurisdiction of any municipality, or within the territorial jurisdiction of any municipality whose governing body agrees by resolution to the enforcement of this ordinance within its municipal limits upon the consent of the County. This ordinance shall not apply to Planned Unit Developments as defined in the Pamlico County Subdivision Ordinance.

**Article 3  
Definitions**

When used in this Ordinance, the following words and phrases shall have the meaning given in this Article. Terms not herein defined shall have their customary dictionary definitions where consistent with the context. The term "shall" is mandatory and the present includes the future tense.

A. Administrator: The enforcement officer of this Ordinance as designated by the Board of Commissioners.

B. Campground: A site, tract, or multiple contiguous tracts used together used together for offering more than three (3) Lots or Spaces for temporary overnight occupancy by tents, yurts, stick-built or modular cabins, and/or Recreational Vehicles (not including Tiny Homes or Park Models).

C. Certificate of Compliance: A certificate issued by the Administrator after the Park has been completed and developed as required by the standards of this Ordinance. Pamlico County has the authority to inspect the Park at any time to ensure compliance.

D. Health Department: Pamlico County Health Department.

E. Operator: The person or entity responsible for managing a Campground or Park.

F. Park: A site, tract, or multiple contiguous tracts used together, offering three (3) or more Lots or Spaces or the placement of Tiny Homes and/or Park Models or any of the combination of the foregoing with a Campground, which may be more specifically defined as a Mixed-use Park herein.

For the purposes of this ordinance, RVs, Tiny Homes, or Park Models used in accordance with the following stated uses shall not be included in computation of the number of RVs, Tiny Homes, or Park Models used to determine whether or not a tract or collection of contiguous tracts is classified as a Park:

1. Any campsite, RV, Tiny Home, or Park Model occupied as a residence by the landowner or parents, children, brother or sister, or grandparents of the landowner.
2. All of the relationships stated above include “step” and “half” relationships.

Any single tract or contiguous tracts owned by the same landowner containing more than five (5) campground spaces, RVs, Tiny Homes, or Park Models or a combination thereof as described above shall be considered a Park.

G. Park Model: A recreational residential dwelling unit consisting of less than 500 square feet and built in accordance with American National Standards Institute (ANSI 119.5) for Park Model Recreational Vehicles.

H. Person: Any individual, partnership, firm, joint-stock company, corporation, limited liability company, association, trust, estate, or other legal entity.

I. Recreational Vehicle (RV): A vehicle that is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use; and
5. Is fully licensed and ready for highway use.

J. Service Building: A building housing facilities such as recreational, maintenance, laundry, and office, necessary to the successful development and management of a Campground or Park.

K. Space or Lot: The designated area for one (1) RV, Tiny Home, Park Model, or campsite.

L. Tiny Home: A residential dwelling unit consisting of an area of 400 square feet or less regardless of whether or not it is towed to its permanent location but will be affixed to the land.

M. Tract: A piece of land whose boundaries have been described or delineated by a legal instrument or map recorded in the office of the Register of Deeds of Pamlico County.

#### **Article 4**

#### **Procedure for Obtaining Approval of a Campground or Park**

No person shall begin construction on, or operation of, any new or expanded Campground or Park until a site plan has been reviewed by the Pamlico County Planning Board, and approved by the Pamlico County Board of Commissioners. No Campground or Park may be occupied until a Certificate of Compliance has been issued. To obtain site plan approval, the landowner shall follow these steps:

A. Pre-submission Meeting. It is required that the landowner or his/her agent meet with the Administrator of this Ordinance to discuss plans and ideas pertaining to the Campground or Park.

B. Site Plan of the Campground or Park.

1. The landowner shall submit nine (9) copies of the site plan and any supplementary materials to the Administrator at least thirty (30) days prior to the regularly scheduled Planning Board meeting at which said site plan is to be considered.
2. The Administrator shall inspect the site. The landowner or his agent shall be required upon request to accompany the Administrator.
3. The site plan shall be checked against the design standards and site plan requirements by the Administrator. It shall be the Administrator's responsibility to ensure the following agencies are given the opportunity to review and make recommendations on the site plan:
  - a) The Health Department as to the proposed water and sewage systems, insect and rodent control measures, and any other systems or methods related to the jurisdiction of the Health Department. Acknowledgement

of the review and any recommendations made by the Health Department as described in this Ordinance shall be obtained in writing from the Health Department by the landowner. If other agencies are providing water or sewer services, their review will be required, as well as a binding commitment in writing from such agency indicating the provision of water and/or sewer services.

- b) Any federal or state agency with jurisdiction over any aspect of the Campground or Park.
- c) Other agencies and officials as the Administrator and Planning Board deems necessary.

B. The Planning Board shall recommend approval, conditional approval, or disapproval of the site plan to the Board of Commissioners.

- 1. If recommended for conditional approval, the conditions and reasons thereof shall be stated; the Planning Board may request that the landowner to submit a revised site plan.
- 2. If the site plan is recommended for approval, approval shall be indicated on the appropriate certificate of the site plan, and the site plan shall be forwarded to the Board of Commissioners for final approval.

D. Approval by Board of Commissioners. The Board of Commissioners shall consider an application and site plan at its first regular meeting following the final consideration and recommendation by the Planning Board, or as soon thereafter as it may be reasonably considered. The Board of Commissioners shall approve, conditionally approve, or disapprove the application and site plan. Approval or conditional approval (once all conditions have been met) shall authorize the owner to proceed with the construction and/or improvements to the Campground or Park as approved. Failure of the Board of Commissioners to consider the application and site plan, or failure to take action on the same, shall not constitute approval.

E. Certificates; Fees. No site plan shall be accepted or approved until the certificates required to appear on the site plan have been properly filled out and signed, and an inspection fee set by the Board of Commissioners has been paid to Pamlico County.

F. Contents of the Site Plan: The site plan shall be prepared by a registered surveyor and/or engineer and shall be drawn to a scale not less than 200 feet to one inch and shall contain or be accompanied by the following:

- 1. Title, date, and location of the Campground or Park.
- 2. Name of the owner and surveyor.
- 3. Scale with bar graph and north point.

4. Sketch vicinity map showing relationship between the Campground or Park and the surrounding area.
5. Topographical map upon request.
6. Lines of all Lots or Spaces, dimensions, driveways, parking areas, streets, roads, road dimension, and square footage of each Lot or Space.
7. Recreation area and parking area.
8. Location and intensity of area lights and drawing showing typical connections to Tiny Homes, Park Models, or RVs, if applicable, and a statement from the power company serving the area where the Campground or Park is to be located indicating that it will be responsible for design and installation of the electrical system.
9. A statement indicating whether the property on which the Campground or Park is to be located is or is not in a flood zone, and if in a flood zone, shall indicate which flood zone in accordance with the maps most recently-adopted by the National Flood Insurance Program.
10. If the property is located in a flood zone, base flood elevation.
11. An approved water supply, sanitary sewerage disposal, and storm drainage systems.
12. Surface water drainage plans.
13. Location of any fire hydrants or other fire apparatus, as required by the North Carolina Fire Prevention Code.
14. Certificate of Ownership, Certificate of Planning Board approval unsigned, and Certificate of Board of Commissioners approval, unsigned, and any other certificates required by the administration.

G. Upon completion of the preceding requirements, the landowner may begin construction of the Campground or Park.

H. Any new addition of Lots or Spaces to a Campground or Park shall be submitted as a new site plan and meet the procedures and requirements of this Ordinance.

**Article 5**  
**Certificate of Compliance**

After the construction and development of any new Campground or Park has been completed, the Administrator shall issue a Certificate of Compliance to the landowner, which is authorization for operation of the Campground or Park. The certificate will be issued only after the Administrator is satisfied that the Campground or Park has been completed as approved on the site plan and in accordance with any conditions. At any time after the issuance of the permit, the Administrator shall revoke the Certificate of Compliance if the Campground or Park is operating in violation of the requirements and terms of this Ordinance.

## **Article 6** **Variances**

The Pamlico County Board of Commissioners, upon review and recommendation of the Pamlico County Planning Board, may authorize a variance from this Ordinance when, in its opinion, undue hardship may result from strict compliance. In granting any variance, the Board of Commissioners and Planning Board shall make the findings required below, taking into account the nature of the proposed Campground or Park, the existing use of land in the vicinity, the number of persons to reside or work in the proposed Campground or Park, and the probable effect of the proposed Campground or Park upon traffic conditions in the vicinity. No variance shall be granted unless the Pamlico County Board of Commissioners, after review and recommendation by the Pamlico County Planning Board, finds:

A. That (1) there are special circumstances or conditions affecting said property such that the strict application of the provisions of this regulation would deprive the applicant of reasonable use of his land, or (2) the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner;

B. That the circumstance giving rise to the need for the variance is peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance; and,

C. That the granting of the variance will not be detrimental to the purpose of this Ordinance, public health, safety and welfare or injurious to other property in the territory in which said property is situated.

In the event that the Pamlico County Board of Commissioners grants a variance under the provisions of this section, the fact that a variance has been granted shall be noted on the final site plan together with the date of approval of the variance by the Pamlico County Board of Commissioners.

## **Article 7** **General Design Standards for All Campgrounds and Parks**

A. General Provisions:

1. Any land within the jurisdiction of this Ordinance deemed by the Planning Board to be subject to flooding or unsuitable for residential occupancy may be prohibited for residential

development, but such land may be set aside for such uses as will not be endangered by periodic or occasional inundation. The Planning Board in making its determination shall be guided by an analysis of available data on topography, soils, floodplains, drainage, or ground and surface water information. All Lots or Spaces, including the placement of Tiny Homes, Park Models, and Recreational Vehicles within the flood hazard areas must meet the requirements set forth in the Pamlico County Flood Damage Prevention Ordinance, and any other applicable ordinance.

B. Interior Drives and Walkways: All new Lots or Spaces shall abut upon an interior gravel drive or hard surface of no less than 12 feet in width which shall have unobstructed access to a public street or highway. All interior drives and walkways within the Campground or Park shall be adequately maintained by the owner. All interior drives shall be “through roads” in that they will both begin and end at a public right-of-way or another drive. No interior drives may dead end or end in a cul-de-sac.

C. Off-Drive Parking: Each new Lot or Space shall be provided with at least one (1) parking spaces that is adequately graveled and maintained or hard surfaced located at the Lot or Space with access to an interior drive.

D. Setback from Waterways: No Lot or Space for the placement of any Tiny Home, Park Model, or Recreational Vehicle, Service Building, appurtenance, accessory structure or other improvement found in the Campground or Park shall be located less than seventy-five (75) feet from any waterway, tributary, or public trust waters.

E. Floodways: No Tiny Home, Park Model, or Recreational Vehicle, Service Building, appurtenance, accessory structure or other improvement found in the Campground or Park shall be placed or constructed in a Regulatory Floodway as defined and designated by the Federal Emergency Management Agency.

F. Refuse Collection Facilities: Individual, watertight, covered refuse containers with a minimum capacity of fifty (50) gallons shall be provided for each four (4) Lots or Spaces by the landowner and shall be evenly distributed among the Lots or Spaces. A stand must be provided to keep containers securely and upright. Refuse containers shall be emptied into dumpster(s) located at the Campground or Park at a reasonable rate such that refuse does not overflow from the containers. Solid waste in each dumpster(s) on site shall be regularly collected by an approved solid waste hauler under contract with the owner of the Campground or Park. Dumpster shall be of a sufficient number or collected at such a rate that they are not allowed to overflow.

G. Drainage: The Campground or Park shall be located on a well-drained and properly graded site. Necessary site drainage improvements may be required by the County.

H. Water Supply:

1. Water lines used shall be consistent with the specifications and recommendations of the Pamlico County water department, but in no circumstance shall the water line specifications be inconsistent with applicable state and federal laws or Pamlico County ordinances and policies regarding the

use, installation, repair, or removal of water lines and shall be constructed of material approved by the County.

2. Every well or suction line of the water supply system shall be located in such a manner that neither underground nor surface contamination will reach the water supply from any source.
3. Well casings, pumping machinery or suction pipes shall be enclosed for proper protection and drainage.

I. Individual Water Pipes and Connections:

1. Individual water connections shall be provided and located within the confined area of each Lot or Space provided for RVs, Tiny Homes, and Park Models.
2. Water pipes shall be at least three-quarter inches in diameter. The water outlet shall be capped or otherwise secured such that no leakage occurs at all times when a Tiny Home, Park Model, or Recreational Vehicle does not occupy the Space or Lot or when the supply is not in use.
3. Adequate provisions shall be made to prevent freezing of service lines, valves, and riser pipes and to protect risers from heaving and thawing actions during freezing weather. Surface drainage shall be satisfactorily diverted from the location of the riser pipes. As applicable, sewer riser pipes should be at least six (6) inches above ground level.
4. All water and sewer pipes and connections shall meet state plumbing regulations.
5. Recreational Vehicles shall not be approved for permanent water and sewer hook-ups.

J. North Carolina State Electrical Code: Each new Campground or Park and any additional Lots or Spaces and any expansion of an existing Campground or Park shall meet the current North Carolina State Electrical Code and the North Carolina Fire Prevention Code.

K. Lighting: All interior drives and walkways within the Campground or Park shall be lighted at night with electrical lamps providing sufficient lighting at street level throughout the Campground or Park to ensure safety.

L. Buffer Zones: A buffer strip at least ten (10) feet wide adjacent to each exterior property line shall be densely planted and maintained.

M. Nonresidential Purposes: No part of any Campground or Park may be used for nonresidential purposes that are not associated with residential living.

N. Compliance with State Guidelines for Areas of Environmental Concern: Prior to approval of any Campground or Park, the local enforcement officer and the local AEC Permit Officer shall determine if the site, in whole or in part, is located within or outside any Area of Environmental Concern. This determination shall result from both an onsite investigation and a review of the official overlay map.

If the site is, in whole or in part, within any Area of Environmental Concern, the proposed development will comply with development standards of the State Guidelines for Areas of Environmental Concern prior to the issuance of any development permit; and a certification of compliance to that effect shall be signed by both the AEC Permit Officer and the local enforcement officer.

### **Article 8** **Design Standards Specific to Parks**

A. In addition to compliance with the General Design Standards stated in Article 7 of this Ordinance, Parks must also comply with the following:

1. Required Lot or Space Area:

- a) Density: In no event shall there be any more than ten (10) Tiny Homes and/or Park Models per acre located on the parcel of real property on which the Park is located or will be located.
- b) Yard Requirements: Each new Lot or Space shall be at least twenty-five (25) feet wide and clearly defined. There shall be at least a twenty-five (25) foot clearance between Tiny Homes and/or Park Models, including those parked end to end. No Tiny Home or Park Model shall be located closer than twenty-five (25) feet to any building or street within the, nor within twenty (20) feet of any exterior street or boundary line of the Park.
- c) Mixed-use Parks shall comply with this Article with respect to Lots or Spaces for Tiny Homes and/or Park Models and as well as all provisions of Article 9.

### **Article 9** **Specific Design Standards for Campgrounds**

In addition to compliance with the General Design Standards stated in Article 7 of this Ordinance, Campgrounds must also comply with the following:

A. Each RV site shall have access to temporary electrical power. The location of each power supply needed shall be the decision of the Campground owner.

B. All Campgrounds for the accommodation of tents and/or RVs without lavatories shall provide sanitary facilities connected to approved wastewater systems. Toilets, lavatories, and bathing facilities constructed as provided under North Carolina State Building Code and in compliance with all other local, state, and federal requirements, as applicable. Toilet facilities shall be plainly marked and lighted at night. Toilet facilities may be located in a central building or in two or more buildings.

C. Required Lot or Space Design

1. Each Lot or Space shall have an identification number at least six inches high and placed in a conspicuous location that is clearly visible from the access the internal drive(s).
2. Density: In no event shall there be any more than fifteen (15) Lots or Spaces per acre located on the parcel of real property on which the Campground is located or will be located.
3. Setbacks: Lots or Spaces shall be setback fifteen (15) feet from boundary line of the property and all internal drives. Lots or Spaces sites shall be at least twenty (20) feet apart (this 20-foot area will include any yard, cooking areas, dining areas, and utility island for next RV site), edge-to-edge.

D. Permanent structures such as a gatehouse, office, laundry area, video/amusement area, common area shelters, or picnic table shelters for campsites are permitted to be on-site and required to adhere to applicable ordinances and codes.

E. Campfires shall be contained and controlled. Stoves or grills are recommended for all campsites. Fire rings shall be required at those locations where fires are permitted. Facilities provided for above activities shall either be provided for at campsites, or restricted to designated locations. No fire shall be allowed within ten feet of a bottled gas container or other combustible source of fuel, and no open fire shall be left unattended. No fires outside of structures intended for the containment and control of fires shall be permitted.

F. All Lots or Spaces shall have at least one non-RV parking space. An additional area for parking of such vehicles shall be provided equal to one parking place for every ten (10) Spaces offered for occupancy by tents.

G. All Campgrounds or Mixed-use Parks containing more than twenty-five (25) Lots or Spaces offered for occupancy by tents and/or RVs without lavatories, or any combination thereof, are required to provide bathhouse and laundry facilities.

H. All Campgrounds or Mixed-use Parks containing more than ten (10) Spaces or Lots offered for occupancy by RVs must have a dump station that is compliant with all applicable regulations.

I. All Mixed-use Parks must separate Campground Space areas from Park Space areas by an internal drive.

**Article 10**  
**Responsibilities of Management and Occupants**

A. The person to whom a permit for a new Campground or Park or an expansion of an existing Campground or Park is issued shall operate the Campground or Park in compliance with this Ordinance and shall provide adequate supervision to maintain the Campground or Park, its facilities and equipment in good repair and in a clean and sanitary manner. Further, such person shall ensure compliance with all federal, state, and local rules and regulations by the occupants of the Campground or Park.

B. The person to whom a permit for a Campground or Park is issued shall be solely responsible for the collection and disposal of solid waste produced by the park and its residents. Collection and disposal of such solid waste shall be in a manner consistent with federal, state, and local laws and policies.

C. The Campground or Park management shall notify all occupants of applicable provisions of this Ordinance and inform them of their responsibilities.

D. The Campground or Park management shall supervise the placement of each Tiny Home, Park Model, and Recreational Vehicle ensuring its stability and proper installation of all connections.

E. The Campground or Park management shall maintain a complete register containing all information necessary for identifications and location of all occupants. Such register shall be available to any authorized person inspecting the Campground or Park.

F. The Campground or Park management shall notify the health director immediately of any suspected communicable or contagious disease within the Campground or Park.

G. The Campground or Park management shall be responsible for the lawful operation of the Campground or Park.

H. Each Park occupant shall comply with all applicable requirements of this Ordinance and shall maintain each respective Lot or Space in a clean and sanitary manner.

I. The Operator shall not lease Recreational Vehicles within any Campground or Mixed-use Park and any leases of Lots or Spaces for the placement of a Recreational Vehicle shall not have a term of longer than one hundred eighty (180) days, including any extensions without an intervening period of thirty (30) consecutive days during which said Recreational Vehicle shall not occupy a Lot or Space within the Campground or Mixed-use Park.

**Article 11**  
**Administration**

A. Amendments. The provisions of this Ordinance may from time to time be amended, supplemented, changed, modified, or repealed by the Board of County Commissioners.

B. Severability. Should any section or provision of this Ordinance be declared by the courts to be invalid for any reason, such declaration shall not affect this Ordinance as a whole, or any part thereof other than the part so declared to be invalid.

C. Conflict. When the requirements of this Ordinance conflicts with the requirements of other lawfully adopted rules, regulations, or ordinance of Pamlico County, the more stringent or higher requirements shall govern.

D. Penalties.

1. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements shall subject the offender to a civil penalty of \$500.00. If the offender fails to remedy the violation or pay any civil penalty within twenty (20) days after being cited for said violation (or within ten (10) days of the time prescribed by a citation to remedy the violation if it provides for a longer period of time than ten (10) days to remedy such violation), the civil penalty may be recovered in a civil action in the nature of a debt. Civil penalties begin to accrue ten (10) days from the date of the first notice of violation if the violation has not been remedied by the offender by that time (or within the time prescribed by a citation if it provides for a longer period of time than ten (10) days to remedy the violation).
2. This Ordinance may also be enforced by any appropriate equitable action authorized by law, including injunctive relief, whether or not there is an adequate remedy at law.
3. Each day that any violation continues, regardless of the date of notice, shall be considered a separate offense for purposes of the penalties and remedies specified in this section. In such an event, civil penalties begin to accrue from the date of the first notice of violation. For continuing violations, the initial citation and requirement that the civil penalty be paid within the time prescribed therein shall be the only notice required to be given; and shall be deemed to be an on-going citation and notice for continuing violations after the date of the citation.
4. Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.

5. Violations of the provisions of this Ordinance or failure to comply with any of its requirements shall not constitute a misdemeanor as provided in G.S. 14-4, unless any specific penalty set forth elsewhere provides to the contrary.
6. In addition to the provisions of this Section, any provision of this Ordinance may be enforced by any one or more of the remedies authorized by G.S. 153A-123, excluding misdemeanor charges as provided in G.S. 14-4.

E. Appeals. Any decision of the Administrator under this ordinance may be appealed by an aggrieved party within thirty (30) days of such decision by filing a written request for an appeal with the County Clerk. Any such appeal of a decision of the Administrator shall be considered and ruled upon by the Planning Board within sixty (60) days of the filing thereof.

Any decision of the Planning Board under this ordinance may be appealed by an aggrieved party within thirty (30) days of such decision by filing a written request for an appeal with the County Clerk. Any such appeal of a decision of the Planning Board shall be considered and ruled upon by the County Commissioners within sixty days of the filing thereof.

Any decision of the Board of Commissioners under this ordinance may be appealed by an aggrieved party within thirty (30) days of such decision by filing a petition with the Superior Court of Pamlico County for a review, which shall be in the nature of certiorari.

**Article 12**  
**Enactment**

The Pamlico County Board of Commissioners hereby adopts this Ordinance effective the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

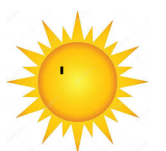
PAMLICO COUNTY

\_\_\_\_\_  
KENNY HEATH, JR., Chairman

ATTEST:

\_\_\_\_\_  
TRACY BOYD, Clerk

# B U D G E T   A M E N D M E N T S





Account Inquiry (COUNTY OF PAMLICCO)

Account

Fund 10 GENERAL Acct 10 -4330-53200- Account Notes  
 Obj 104330 EMS - MGMT. TELEPHONE  
 Object 532000 TELEPHONE Expense Status Active  
 Project Rollup Sub-Rollup

4 Year Comparison Current Year History 4 Year Graph History Graph

| Yr/Pr           | 2026/01   | Fiscal Year 2026 | Fiscal Year 2025 | Fiscal Year 2024 | Fiscal Year 2023 |
|-----------------|-----------|------------------|------------------|------------------|------------------|
| Original Budget | 2,500.00  | 2,300.00         | 2,300.00         | 2,300.00         | 2,300.00         |
| Transfers In    | .00       | .00              | .00              | .00              | .00              |
| Transfers Out   | .00       | .00              | .00              | .00              | .00              |
| Revised Budget  | 2,500.00  | 2,300.00         | 2,300.00         | 2,300.00         | 2,300.00         |
| Actual (Memo)   | 4,681.86  | 3,035.00         | 2,286.22         | 2,286.22         | 2,286.22         |
| Encumbrances    | .00       | .00              | .00              | .00              | .00              |
| Requisitions    | .00       | .00              | .00              | .00              | .00              |
| Available       | -2,181.86 | -785.00          | 131.96           | 13.78            | 13.78            |
| Percent used    | 187.27    | 131.96           | 99.40            | 99.40            | 99.40            |

INCREASE  
 INCREASE  
 TO INCREASE phone budget to cover ESC building which was not budgeted  
 100000 - 439900 Fund Balance Approp  
 104330- 332000 Telephone  
 \$ 5,000.00  
 \$, 5,000.00

Display detail information for current account.

## Marea Stewart

---

**From:** Mark Brewington  
**Sent:** Tuesday, May 26, 2026 10:51 AM  
**To:** Alex Showalter  
**Cc:** Marea Stewart  
**Subject:** RE: Budget Amendment

So approved. We will need to make note for the adjustment.

Mark Brewington  
County Manager  
P.O. Box  
Bayboro, NC 28515  
(252) 745-3133  
[mark.brewington@pamlicocounty.org](mailto:mark.brewington@pamlicocounty.org)



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**From:** Alex Showalter <[alex.showalter@pamlicocounty.org](mailto:alex.showalter@pamlicocounty.org)>  
**Sent:** Tuesday, May 26, 2026 9:01 AM  
**To:** Mark Brewington <[mark.brewington@pamlicocounty.org](mailto:mark.brewington@pamlicocounty.org)>  
**Cc:** Marea Stewart <[marea.stewart@pamlicocounty.org](mailto:marea.stewart@pamlicocounty.org)>  
**Subject:** Budget Amendment

Dear Mark,

I am requesting approval to add \$5,000 to the EM telephone budget. With the new building, there is an additional recurring expense of \$661.54 which is not budgeted within the current fiscal year.

Thanks,

Alex

B\ A k D k E O E A S E S



\$209.47

Release #

5896

6/1/2026

Bd. Date

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

ORDERED, That Laura Landis be and is hereby  
relieved from paying taxes on year (s) 2025

Two Hundred Nine & 47/100's Dollars  
Boat sold in July 2024

Taxpayer # 0045454

|             |                 |  |  |  |  |
|-------------|-----------------|--|--|--|--|
| Tax Year    | <u>2025</u>     |  |  |  |  |
| Receipt #   | <u>6855560</u>  |  |  |  |  |
| County Tax  | <u>\$174.54</u> |  |  |  |  |
| SE Fire Tax | <u>\$8.12</u>   |  |  |  |  |
| Town Tax    |                 |  |  |  |  |
| Interest/LL | <u>\$26.81</u>  |  |  |  |  |

Chairman Board of County Commissioners

\$3,338.36

Release #

5897

6/1/2026

Bd. Date

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

ORDERED, That Pat Tilson be and is hereby  
relieved from paying taxes on year (s) 2023 2024 2025

Three Thousand Three Hundred Thirty Eight & 36/100's Dollars  
Listed in Craven County

Taxpayer # 0044257

|             |                |                |                |  |  |
|-------------|----------------|----------------|----------------|--|--|
| Tax Year    | <u>2023</u>    | <u>2024</u>    | <u>2025</u>    |  |  |
| Receipt#    | <u>6796719</u> | <u>6825379</u> | <u>6854617</u> |  |  |
| County Tax  | <u>854.81</u>  | <u>855.72</u>  | <u>830.05</u>  |  |  |
| SE Fire Tax | <u>41.03</u>   | <u>39.80</u>   | <u>38.61</u>   |  |  |
| Town Tax    |                |                |                |  |  |
| Interest/LL | <u>316.23</u>  | <u>227.46</u>  | <u>134.65</u>  |  |  |

Chairman Board of County Commissioners

\$700.24

Release #

5898

6/1/2026

Bd. Date

THE BOARD OF PAMLICO COUNTY COMMISSIONERS  
Bayboro, NC

ORDERED, That Grantsboro Opco Holdings be and is hereby  
relieved from paying taxes on year (s) 2025

Seven Hundred & 24/100's \_\_\_\_\_ Dollars

Double Billed

Taxpayer # 0043821

|            |             |                 |       |       |       |       |
|------------|-------------|-----------------|-------|-------|-------|-------|
| Tax Year   |             | <u>2025</u>     | _____ | _____ | _____ | _____ |
| Receipt #  |             | <u>6854391</u>  | _____ | _____ | _____ | _____ |
| County Tax |             | <u>\$504.57</u> | _____ | _____ | _____ | _____ |
| G/S        | Fire Tax    | <u>\$62.58</u>  | _____ | _____ | _____ | _____ |
| 28         | Town Tax    | <u>\$39.11</u>  | _____ | _____ | _____ | _____ |
|            | Interest/LL | <u>\$93.98</u>  | _____ | _____ | _____ | _____ |

Chairman Board of County Commissioners

Release #

5899

6/1/2026

Bd. Date

THE BOARD OF PAMLICO COUNTY COMMISSIONERS  
Bayboro, NC

ORDERED, That \_\_\_\_\_ be and is hereby  
relieved from paying taxes on year (s) \_\_\_\_\_

\_\_\_\_\_ Dollars

Taxpayer # \_\_\_\_\_

|            |             |       |       |       |       |       |
|------------|-------------|-------|-------|-------|-------|-------|
| Tax Year   |             | _____ | _____ | _____ | _____ | _____ |
| Receipt#   |             | _____ | _____ | _____ | _____ | _____ |
| County Tax |             | _____ | _____ | _____ | _____ | _____ |
|            | Fire Tax    | _____ | _____ | _____ | _____ | _____ |
|            | Town Tax    | _____ | _____ | _____ | _____ | _____ |
|            | Interest/LL | _____ | _____ | _____ | _____ | _____ |

Chairman Board of County Commissioners

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT - TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request For Approval Of The Croaker Festival Fireworks Display Schedule

Pamlico County Fire Marshal requests the Pamlico County Board of Commissioners to consider approving the Croaker Festival Fireworks Display Schedule. A letter of request has been received and all permits and supporting documents have been submitted.

Please see the attached permit and supporting documents for your review and consideration.





April 24<sup>th</sup>, 2026

Mr. Chris Murray  
Pamlico County  
PO Box 776  
Bayboro, NC 28515

Dear Fire Marshal Murray,

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

**Events:** Croaker Festival

**Event Location:** NC Hwy 55 Bridge (see attached)

**Dates:** July 4<sup>th</sup>, 2026 (Alternate Date: July 5<sup>th</sup>, 2026)

**Lead Technicians:** Chris Price, NC License: #1927  
Contact number: 919- 227-9417 (cell)

**Maximum Caliber Shell:** 5-Inch Caliber

**Insurance and ATF License:** See attached

**Site Diagram:** See attached

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

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Matthews".

Joel Matthews  
Show Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2026

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 have ADDITIONAL INSURED provisions or 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).

|   |   |  |                             |
|---|---|--|-----------------------------|
| <b>PRODUCER</b><br>Acrisure Great Lakes Partners Insurance Services<br>223 West Grand River Ave #1<br>Howell MI 48843 | <b>CONTACT NAME:</b><br>PHONE (A/C, No., Ext): 216-658-7100 |  | FAX (A/C, No): 216-658-7101 |
|   | E-MAIL ADDRESS: info@brittongallagher.com                   |  |                             |
| <b>INSURED</b><br>Pyro Shows East Coast Inc.<br>PO Box 1776<br>LaFollette TN 37766                                    | <b>INSURER(S) AFFORDING COVERAGE</b>                        |  | <b>NAIC #</b>               |
|   | INSURER A : Accident Fund Insurance Company of America      |  | 10166                       |
|   | INSURER B : Texas Insurance Company                         |  | 16543                       |
|   | INSURER C : Allianz Global Corporate & Specialty SE         |  | 7617                        |
|   | INSURER D : HDI GLOBAL SPECIALTY SE                         |  | 1340041                     |
|   | INSURER E : Continental Indemnity Company                   |  | 28258                       |
| INSURER F :   |   |  |                             |

**COVERAGES**

CERTIFICATE NUMBER: 1465001206

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   |                             |
|----------|---|--|---------------------------|-------------------------|-------------------------|--|-----------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:    |  | BESGLPTSC011501_171105_01 | 10/31/2025              | 10/31/2026              | EACH OCCURRENCE  | \$ 1,000,000                |
|          |   |  |                           |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$ 500,000                  |
|          |   |  |                           |                         |                         | MED EXP (Any one person)   | \$                          |
|          |   |  |                           |                         |                         | PERSONAL & ADV INJURY  | \$ 1,000,000                |
|          |   |  |                           |                         |                         | GENERAL AGGREGATE  | \$ 2,000,000                |
|          |   |  |                           |                         |                         | PRODUCTS - COMP/OP AGG   | \$ 2,000,000                |
|          |   |  |                           |                         |                         |  | \$                          |
| E        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |  | BESCRMNSC011501_171105_01 | 10/31/2025              | 10/31/2026              | 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"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |  | 25ABEX0196                | 10/31/2025              | 10/31/2026              | EACH OCCURRENCE  | \$ 4,000,000                |
|          |   |  |                           |                         |                         | AGGREGATE  | \$ 4,000,000                |
|          |   |  |                           |                         |                         |  | \$                          |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A | DAP99000105101 (NC)       | 10/1/2025               | 10/1/2026               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |                             |
|          |   |  |                           |                         |                         | E.L. EACH ACCIDENT   | \$ 1,000,000                |
|          |   |  |                           |                         |                         | E.L. DISEASE - EA EMPLOYEE   | \$ 1,000,000                |
|          |   |  |                           |                         |                         | E.L. DISEASE - POLICY LIMIT  | \$ 1,000,000                |
| D        | Excess Liability #2   |  | 18HX3624                  | 10/31/2025              | 10/31/2026              | Each Occ/ Aggregate Total Limits   | \$5,000,000<br>\$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.

Display Date: July 4, 2026

Alternate Display Date: July 5, 2026

Additional Insured: 1) Pamlico County 2) City of Oriental

3) Croaker Festival, Inc. 4) North Carolina Department of Transportation

**CERTIFICATE HOLDER****CANCELLATION**

Croaker Festival, Inc.  
 311 Midyette Street  
 Oriental NC 28571

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

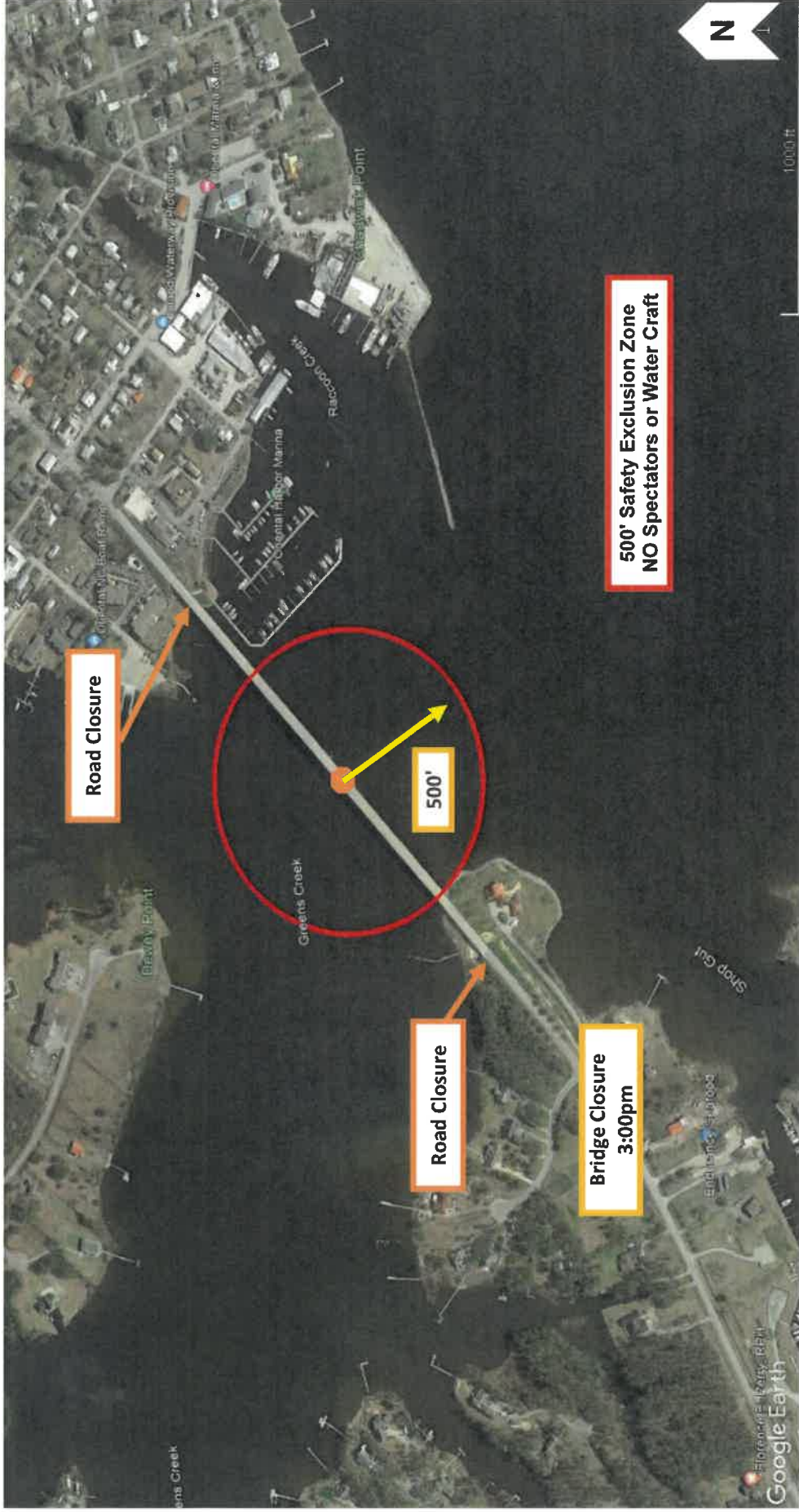
**OPERATORS  
LICENSE**

**A  
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G**



**2  
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2  
7**

**Christopher Prince**  
License # 1927



Customer: CROAKER FESTIVAL, INC

Show Date: Saturday, July 4, 2026

Show Address: Oriental Drive "NC Hwy 55 Bridge" Oriental, NC 28571

Show Site Lat / Long: 35.023588, -76.701268

Show Time: 9:15 PM

Rain Date: Sunday, July 5, 2026

Show Name: Croaker Festival 2026

Maximum Device Size: 5

Safety Fallout Radius: 350'

Storage Required: No

Diagram Created: 04/09/26

Diagram Created By: JM

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

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 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC  
244 Needy Road  
Martinsburg, WV 25405-9491

License/Permit Number: **1-SC-091-51-7L-00270**

Chief, Federal Explosives Licensing Center (FELC)  
*Mama Howard*

Expiration Date: **November 01, 2027**

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**  
The licensee or permittee named above shall use a copy of this license or permit to assist a transferee 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 unacceptable. The signature must be that of the Federal Explosives Licensee (FEL) or 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."

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

**PYRO SHOWS EAST COAST INC  
PO BOX 1776  
LA FOLLETTE, TN 37768**

Licensee/Permittee Responsible Person Signature:  
*Jesse Salveson*  
Printed Name: **JESSE SALVESON**

Position/Title:  
*Permitter*  
Date: **10/28/24**

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

Previous Edition is Obsolete 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.)

**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](http://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 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-091-51-7L-00270**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **November 01, 2027**

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

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT - TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request For Approval Of The Camp Seagull July Fireworks Display Schedule

Pamlico County Fire Marshal requests the Pamlico County Board of Commissioners to consider approving the Camp Seagull July Fireworks Display Schedule. A letter of request has been received and all permits and supporting documents have been submitted.

Please see the attached permit and supporting documents for your review and consideration.





## PAMLICO COUNTY EMERGENCY SERVICES

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

21-May-2026

Pamlico County Board of Commissioners

Re: Pyrotechnic Display Permitting

Please find this request for approval of permitting Pyrotechnic displays to be conducted at Camp Seagull in Arapahoe, NC for July 2<sup>nd</sup> & 20<sup>th</sup>, 2026. The permit package included has all required documents.

Thanks,

---

Chris Murray, CFI  
Director/Fire Marshal





April 22, 2026

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:

**Event:** Camp Sea Gull

**Event Location:** Camp Sea Gull Pier

**Dates:** July 2<sup>nd</sup>, 2026 and July 30<sup>th</sup>, 2026

**Lead Technicians:** Chris Prince, NC License: #1927  
Contact number: 984- 376-9858 (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,

A handwritten signature in blue ink, appearing to read "Joel Matthews".

Joel Matthews  
Show Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2026

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 have ADDITIONAL INSURED provisions or 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).


|  |   |   |
|--|---|---|
| <b>PRODUCER</b><br>Acisure Great Lakes Partners Insurance Services<br>223 West Grand River Ave #1<br>Howell MI 48843 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101<br>E-MAIL ADDRESS: info@brittongallagher.com  |   |
|  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Accident Fund Insurance Company of America<br>INSURER B : Texas Insurance Company<br>INSURER C : Allianz Global Corporate & Specialty SE<br>INSURER D : HDI GLOBAL SPECIALTY SE<br>INSURER E : Continental Indemnity Company<br>INSURER F : | <b>NAIC #</b><br>10166<br>16543<br>7617<br>1340041<br>28258 |

**COVERAGES**      **CERTIFICATE NUMBER:** 420123181      **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   |
|----------|---|--------------------|---------------------------|-------------------------|-------------------------|--|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | BESGLPTSC011501_171105_01 | 10/31/2025              | 10/31/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| E        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY     |                    | BESCRMNSC011501_171105_01 | 10/31/2025              | 10/31/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| C        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |                    | 25ABEX0196                | 10/31/2025              | 10/31/2026              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$   |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |                    | DAP99000105101 (NC)       | 10/1/2025               | 10/1/2026               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| D        | Excess Liability #2   |                    | 18HX3624                  | 10/31/2025              | 10/31/2026              | Each Occ Aggregate Total Limits \$5,000,000<br>\$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.  
 Display Date: 7/2, 7/30, 2026 (Camp Sea Gull)  
 Additional Insured: 1) Camp Sea Gull 2) Camp Seafarer 3) Pamlico County 4) YMCA of the Triangle Area, Inc.

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>YMCA of the Triangle Area, Inc.<br>801 Corporate Center Drive, Suite 200<br>Raleigh NC 27607 | <b>CANCELLATION</b><br><br>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<br>  |

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Outdoor Pyrotechnics  
Display

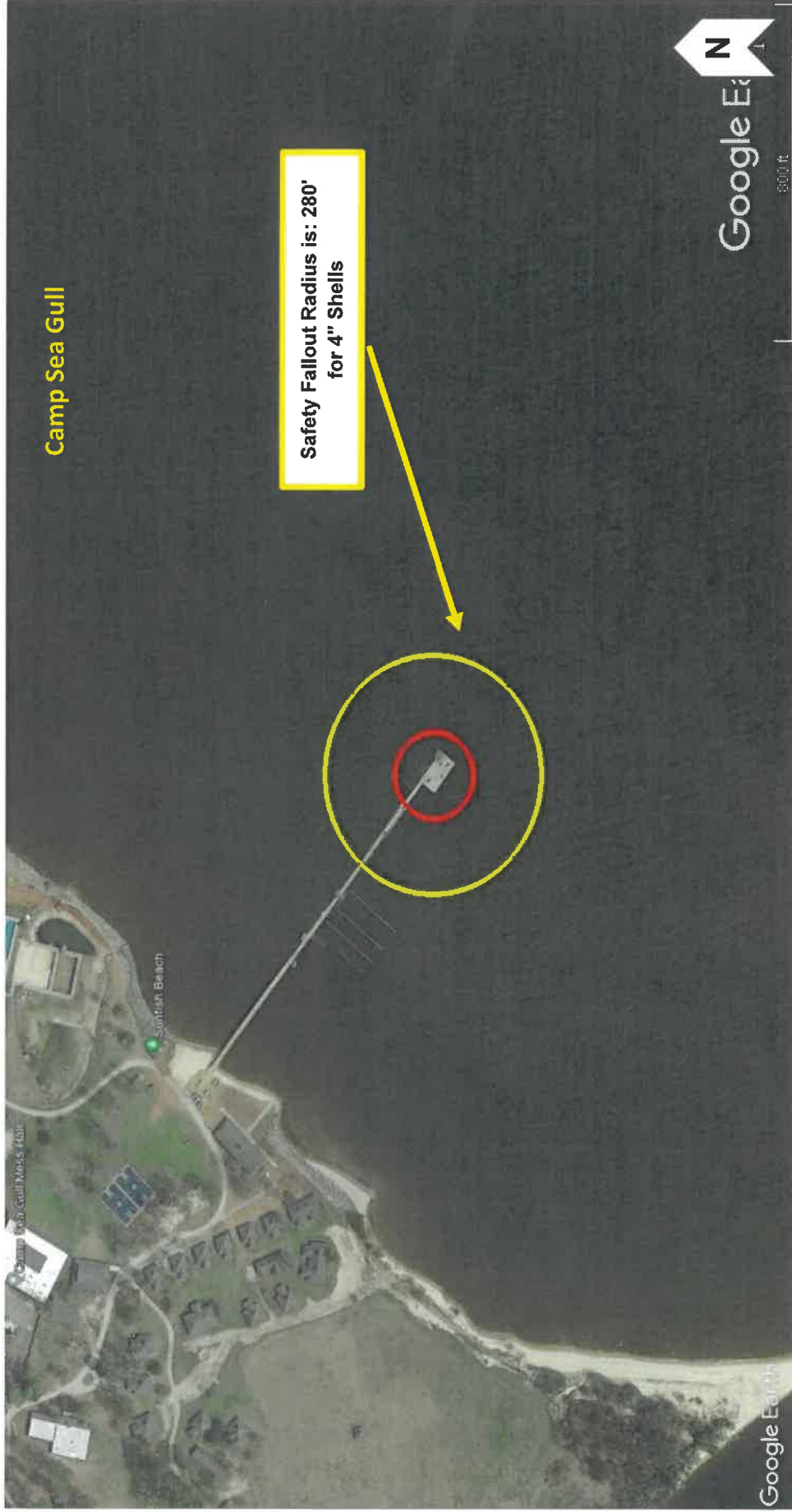
**OPERATORS  
LICENSE**

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7**

Christopher Prince  
License # 1927



### Camp Sea Gull

Safety Fallout Radius is: 280'  
for 4" Shells



Customer: YMCA of the Triangle Area, Inc.  
 Show Date: Thursday, July 2, 2026  
 Show Address: 218 Sea Gull Landing Arapahoe, NC 28510  
 Show Site Lat / Long: 34.967123, -76.798418  
 Show Time: 9:30pm  
 Rain Date: null

Show Name: Camp Sea Gull - July 2  
 Maximum Device Size: 4  
 Safety Fallout Radius: 280'  
 Storage Required: No  
 Diagram Created: 02/23/26  
 Diagram Created By: JM

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

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 555.59.** 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-091-51-7L-00270**

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date  
**November 01, 2027**

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**  
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."

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

**PYRO SHOWS EAST COAST INC  
PO BOX 1776  
LA FOLLETTE, TN 37768-**

Licensee/Permittee Responsible Person Signature

Position/Title

**JESSE SAWYERSON**

**10/28/24**

Printed Name

Date

Previous Edition is Obsolete

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 ✂

|   |                          |
|---|--------------------------|
| <b>Federal Explosives License/Permit (FEL) Information Card</b>         |                          |
| License/Permit Name: <b>PYRO SHOWS EAST COAST INC</b>                   |                          |
| Business Name:  |                          |
| License/Permit Number: <b>1-SC-091-51-7L-00270</b>                      |                          |
| License/Permit Type: <b>51-IMPORTER OF EXPLOSIVES</b>                   |                          |
| Expiration:   | <b>November 01, 2027</b> |
| Please Note: Not Valid for the Sale or Other Disposition of Explosives. |                          |

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

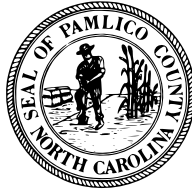
DOUG BRINSON - AT LARGE

KARI FORREST – AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT – TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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June 1, 2026

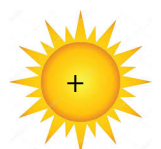
**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request For Approval To Advertise Outstanding 2025 Taxes

Pamlico County Administrator requests the Pamlico County Board of Commissioners to approve in accordance with G.S. 105-369 of the Machinery Act of North Carolina, to advertise the outstanding 2025 Taxes. The amount of unpaid taxes for the current fiscal year that are liens on Real Property are \$416,524.03 as of May 20, 2026. The general statute further directs the governing body to order the Tax Collector to advertise such liens on time in one or more newspapers having general circulation in the taxing unit. The lien advertisement shall be published on Tuesday, June 16, 2026, with the Board approval.

Please see the letter of request and supporting documents attached for your review and consideration.





## Pamlico County Tax Office

Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125

*Listing:* 252-745-3105

*Land Records:* 252-745-3791

May 20, 2026

To: Pamlico County Board of Commissioners

From: Kathy Wall, Tax Administrator

Subject: 2025 Outstanding Taxes - Permission to Advertise

In accordance with G. S. 105-369 of the Machinery Act of North Carolina, the total amount of unpaid taxes for the current fiscal year that are liens on Real Property are \$416,524.03 as of May 20, 2026. The general statute further directs the governing body to order the Tax Collector to advertise such liens on time in one or more newspaper having general circulation in the taxing unit. The lien advertisement shall be published on Tuesday, June 16, 2026, per board approval.

See attached printout.

Respectfully Submitted,

Kathy Wall, Tax Administrator

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Chairman, Board of Commissioners

PAMLICO COUNTY  
 OUTSTANDING TAX REPORT/REVENUE UNIT SUMMARY  
 THRU DEPOSIT DATE: 6/30/2026

DATE 5/20/26 TAX YEAR: 2025  
 TIME 8:28:20 REPORT GROUP: 100  
 USER PMRWALL PROPERTY TYPE: RP

| REVENUE UNIT                 | TAXES      | ASSESSMENTS | LATE LIST | TOTAL DUE  |
|------------------------------|------------|-------------|-----------|------------|
| 00                           | 353,853.07 |             |           | 353,853.07 |
| 01 ARAPAHOE - FIRE           | 5,490.94   |             |           | 5,490.94   |
| 02 FL/WHORT - FIRE           | 3,722.65   |             |           | 3,722.65   |
| 03 GRANTS/SLV HILL - FIRE    | 2,135.03   |             |           | 2,135.03   |
| 04 OLYMPIA - FIRE            | 318.66     |             |           | 318.66     |
| 05 REELSBORO - FIRE          | 2,462.66   |             |           | 2,462.66   |
| 06 SOUTH EAST - FIRE         | 4,510.96   |             |           | 4,510.96   |
| 07 TRIANGLE - FIRE           | 2,945.06   |             |           | 2,945.06   |
| 08 VANDEMERE - FIRE          | 2,763.90   |             |           | 2,763.90   |
| 09 GOOSE CREEK ISLAND - FIRE | 1,001.02   |             |           | 1,001.02   |
| 21 BAYBORO                   | 5,369.90   | 9,166.00    |           | 14,535.90  |
| 22 MESIC                     | 2,990.63   | 1,784.81    |           | 4,775.44   |
| 23 MINNESOTT BEACH           | 1,803.02   |             |           | 1,803.02   |
| 24 ORIENTAL                  | 9,657.80   |             |           | 9,657.80   |
| 25 STONEWALL                 | 743.94     |             |           | 743.94     |
| 26 VANDEMERE                 | 3,560.78   |             |           | 3,560.78   |
| 27 ARAPAHOE                  | 801.28     |             |           | 801.28     |
| 28 GRANTSBORO                | 1,441.92   |             |           | 1,441.92   |
| 29 ALLIANCE                  |            |             |           |            |
| TOTAL                        | 405,573.22 | 10,950.81   |           | 416,524.03 |



## Pamlico County Tax Office

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Post Office Box 538 | Bayboro, North Carolina 28515

*Collections:* 252-745-4125

*Listing:* 252-745-3105

*Land Records:* 252-745-3791

### NOTICE OF TAX LIENS ON REAL PROPERTY PAMLICO COUNTY

Under the authority vested in me by Section 105-369 of the North Carolina General Statutes and pursuant to an order of the Board of Commissioners of Pamlico County dated May 20, 2026, I am hereby advertising tax liens for the year 2025 upon the real property described below.

The amount advertised includes costs and interest through June 30, 2026. The amount advertised will not constitute a waiver of the taxing unit's claim for these items.

The Real Property that is subject to the lien listed below is identified by the Parcel ID, Name of the person to whom the property is listed for taxes and the Amount owed.

If the taxes remain unpaid, the Tax Collector will use all available collection remedies to collect the delinquent taxes. The lien and property will be foreclosed, and the property will be sold to satisfy the taxing unit's claim for taxes.

This 20<sup>th</sup> day of May 2026.

Pamlico County Tax Administrator

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT - TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request for Approval Of The Craven-Pamlico County Local Emergency Planning Committee By-Laws

Pamlico County Administration requests the Pamlico County Board of Commissioners review and consider for approval the Craven-Pamlico County Local Emergency Planning Committee By-Laws. The duties and activities of the CPCLEPC are self-governed in accordance with Title III, of the Superfund Amendments and Reauthorization Act of 1986 (SARA). Also, CPCLEPC shall perform duties lawfully assigned to it by the North Carolina Response Commission.

Please see a copy of the Craven-Pamlico County Local Emergency Planning Committee By-Laws for your review and consideration.





Craven-Pamlico County  
Local Emergency Planning Committee  
BY-LAWS

ARTICLE I

**NAME**

This organization shall be known as the Craven Pamlico County Local Planning Committee. (CPCLEPC)

ARTICLE II

**PURPOSES**

The duties and activities of the CPCLEPC are self-governed in accordance with Title III, of the Superfund Amendments and Reauthorization Act of 1986 (SARA). Also, the CPCLEPC, shall perform duties lawfully assigned to it by the North Carolina Response Commission.

1. Establish procedures for reviewing and processing requests from the public for information under section 324 of the act.
2. Develop a chemical hazard/risk analysis.
3. Provide planning assistance and review of all chemically related emergency response and disaster plans.
4. Serve as liaison with local hazardous materials response training programs.
5. Review, exercise and update annually or as necessary, the emergency plan to ensure coordination of such plan with emergency response plans of other emergency planning agencies.
6. Provide a forum for education, understanding, planning, development, and communication of emergency response and disaster plans to the public and private sector.

Article III

**MEMBERSHIP**

- Section 1 **Members** The CPCLEPC shall consist of as many members as shall be deemed necessary by the CPCLEPC and approved by the North Carolina Response Commission and in accordance with SARA title III.
- (1) All appointments to the committee will be made by the chairperson, of the Board of County Commissioners of each county, as recommended by the committee.
  - (2) The members of the committee must have the ability, commitment and authority to meet objectives.
  - (3) The committee must possess or have ready access to a wide range of expertise relating to the community, industrial facilities and transportation, and the mechanics of emergency response and response planning.
  - (4) The committee must be representative of all elements of our community with a substantial interest in reducing the risks posed by hazardous materials.
- Section 2 **Inactive Members** Appointed members shall be considered inactive when they miss more than two unexcused consecutive committee meetings without notification to the committee chairperson or staff office of significant reasons why they were unable to attend the meetings.
- Section 3 **Removal of Members** All members of the CPCLEPC shall serve at the pleasure of the committee.

ARTICLE IV

**OFFICERS**

- Section 1 **Named** The officers of the committee shall consist of a chairperson, vice-chairperson, and a secretary and/or treasurer.
- Section 2 **Election and Term** The CPCLEPC shall elect the chairperson of the committee who shall serve at the pleasure of the committee. At the first meeting of each calendar year, the committee shall elect from its own membership a vice-chairperson and a secretary and/or treasurer who shall serve for one year or until their death, resignation, retirement, removal, disqualification, or their successor shall have been elected and qualified.

Section 3     **Removal**     The vice-chairperson or secretary and/or treasurer may be removed by the committee whenever, in its judgment, the best interests of the committee will be served thereby.

Section 4     **Vacancies**     The CPCLEPC shall fill all vacancies caused by death, resignation, or other reasons, except as otherwise provided in Article IV, Section 2.

## ARTICLE V

### **DUTIES OF THE OFFICERS**

Section 1     **Duties of the Chairperson**     The chairperson shall preside at all meetings of the committee, preserve order during its meetings, appoint all subcommittees, and sign all minutes, and such records, vouchers, or other documents connected with the work of the committee requiring such signature.

Section 2     **Duties of the Vice-Chairman**     In the absence of the chairperson or in the event of their inability or refusal to act, the vice-chairperson, unless otherwise determined by the committee, shall perform the duties of the chairperson, and when so acting shall have all powers of the chairperson. They shall exercise such duties as from time may be assigned to them by the chairperson of the committee.

Section 3     **Duties of the Secretary and/or Treasurer**     The secretary and/or treasurer shall have charge of all books, papers, records, and other documents of the committee; shall keep the minutes of all meetings of the committee and the executive board thereof; shall conduct all correspondence pertaining to the office of the secretary and/or treasurer; shall compile statistics and other data as may be required for the use of the members of the committee; shall perform all duties associated with financial/budgetary matters, and shall perform such other duties as may be directed by the committee.

## ARTICLE VI

### **MEETINGS**

- Section 1     **Regular Meetings**     The committee shall meet at least quarterly for regular meetings (February, May, August, November)
- Section 2     **Special Meetings**     The chairperson may call such special meetings as may be deemed necessary to carry out the duties of the committee. Upon written request of a least four members, the chairperson shall call a meeting within 10 days.
- Section 3     **Hearings**     The committee shall such public meetings as may be deemed necessary.
- Section 4     **Quorum**     A quorum shall consist of a majority of the active committee members. A quorum shall be required to transact business.
- Section 5     **Agenda**     Any member of the committee may request the chairperson to place an item on the agenda.
- Section 6     **Rules of Order**     The deliberations of all meetings of the committee and its various sub-committees shall be governed by Roberts Rules of Order, newly revised.
- Section 7     **Notice of Meetings**     Notice of time, place, and agenda items to be considered at each meeting shall be given in writing to all members at least two weeks prior to each meeting by the staff; and to the Clerk to the Craven and Pamlico County Board of Commissioners in accordance with GS 143-318.12(2). Any matters not appearing on the agenda may be considered upon a favorable vote of the majority of the members present to do so. Notice of special meetings and intended agenda items shall be given to all committee members and the Clerk to the Craven and Pamlico County Board of Commissioners in writing or by phone at least seven days in advance of any special meetings.

## ARTICLE VII

### **VOTING**

- Section 1     **One Vote Each**     Each duly appointed committee member, including the chairperson, shall be entitled to one vote.
- Section 2     **Proxy Votes**     No inactive member shall vote by proxy.
- Section 3     **Abstentions**     Members may register their abstention on any vote, which shall be reflected in the minutes, and members are encouraged to abstain on matters, which pose for them a conflict of interest.
- Section 4     **Determination of Actions**     All final actions, committee positions or policy recommendations shall require the favorable vote of a majority of those committee members present present at a duly called meeting.

## ARTICLE VIII

### **REPORTS AND RECOMMENDATIONS**

- Section 1     **Annual Report**     By the end of the first quarter of each year, the committee should make a report describing its activities for the preceding year to the NCERC and to the Chairman of the Craven and Pamlico County Board of Commissioners.
- Section 2     **Review of Draft Reports**     A draft of any proposed annual report shall be circulated to all members of the committee at least 30 days prior to consideration by the full committee at a regularly scheduled meeting.
- Section 3     **Issuance of Reports**     No reports of any kind shall be released in the name of the committee unless and until it has been duly adopted by a favorable vote of a majority of the members of the committee.
- Section 4     **Ordinance/Resolutions/Recommendations**     The committee may address matters regarding ordinance and resolutions to be endorsed by the committee in between regularly scheduled meetings. This may be accomplished by means of telephone conferences provided the requirements of GS 143-318.13(a) are met. In the event that the committee is divided into smaller groups to accommodate the logistical requirements of the telephone conferencing, the committee chairperson shall be party of each conference.

ARTICLE IX

**AMENDMENTS**

These by-laws may be amended or replaced upon the affirmative vote of a majority of the members of the committee at any regular meeting of the committee provided that any proposed changes have been circulated to all members 30 days prior to any action thereon.

ARTICLE X

**RATIFICATION PROVISION**

The By-Laws are duly adopted by a majority of the members of the committee this 22nd day of November 1996 in New Bern, North Carolina. The signatures of those subscribing to these By-Laws; are set forth below.

The By-Laws have been amended and adopted by a majority of the members of the committee this 14th day of May, 2026 in New Bern, North Carolina. The signatures of those subscribing to those By-Laws; are set forth below.

*Ronnie Weems*

Ronnie Weems (May 26, 2026 10:59:36 EDT)

Chairman-LEPC

Vice-Chairman-LEPC

*Jack B. Veit III*

Craven County Manager

Pamlico County Manager

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

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**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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June 1, 2026

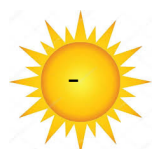
**TO:** Chairman Heath and Pamlico County Board of Commissioners

**FROM:** Mark Brewington, County Manager

**RE:** Request Approval For Pamlico County Cooperative Extension To Accept Grant Funding Through the NC Department of Agriculture & Consumer Services Pesticide Container Recycling Program.

Pamlico County Cooperative Extension Office respectfully requests the Pamlico County Board of Commissioners to consider approval for the Cooperative Extension to accept Grant Funding through the NC Department of Agriculture & Consumer Services Pesticide Container Recycling Program. The amount of funding to be received is \$9,350.00.

Please see a copy of the letter of request and supporting documentation for your review and consideration.



N.C. Cooperative Extension  
Pamlico County Center  
pamlico.ces.ncsu.edu



13724 NC HWY 55  
Alliance, NC 28509  
P: 252.745.4121

To: Pamlico County Board of Commissioners

From: Daniel Simpson, County Extension Director Pamlico

Date: May 22, 2026

Subject: Pesticide Container Recycling Grant Request

The Grant Administrator requests Board approval to accept the Pesticide Container Recycling Program award in the amount of **\$9,350.00** from the North Carolina Department of Agriculture and Consumer Services. Approval is also requested to authorize the County Manager to serve as the authorized representative and execute all award documents and any other related grant documents on behalf of the County.

Project timeline for project completion is 6-months from date of contract approval by County Commissioners and NCDA&CS. NC Cooperative Extension Pamlico County will coordinate with NCDA&CS and Meherrin Ag to insure project completion.

Pamlico County currently has three agriculture pesticide container recycling locations located at two farm locations in Oriental and Arapahoe, NC, and at the Grantsboro Recycling Center. These sites were originally established with funding from this funding source. Cooperating farms, NC Cooperative Extension, and NCDA&CS personnel have provided maintenance and supervision. These sites are free and open to the public but collected materials must meet specific requirements established by NCDA&CS. State approved contractors remove pesticide containers from these recycling locations periodically during the year. Additional information along with the currently mapped locations of all pesticide container recycling locations in North Carolina can be found at <https://www.ncagr.gov/divisions/structural-pest-control-and-pesticides/pesticide/pesticide-environmental-programs#PesticideContainerRecyclingProgram-2194>.

This proposed project will help to reduce current capacity limitations being experienced at the Oriental location by providing the largest user (Meherrin Ag) with additional storage capacity on site.

Respectfully,

A handwritten signature in black ink, appearing to read "Daniel Simpson".

Daniel Simpson  
County Extension Director, Agriculture Agent  
Pamlico County Center  
(252) 745-4121 or (252) 617-9647  
[pamlico.ces.ncsu.edu](http://pamlico.ces.ncsu.edu)





Steve Troxler  
Commissioner

## North Carolina Department of Agriculture and Consumer Services

N. David Smith  
Chief Deputy Commissioner

May 18, 2026

Mr. Daniel Simpson, Extension Director  
Pamlico County  
13724 NC HWY 55  
Bayboro, NC 28515

### NOTIFICATION OF FUNDING OFFER

Dear Mr. Simpson,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services (the "Department"), I am pleased to inform you that \$9,350.00 for your project, *Pamlico County Pesticide Container Recycling Program*, was approved under the Pesticide Environmental Trust Fund.

Pursuant to the foregoing, this letter constitutes the Department's notification of a funding offer to you. Enclosed are two (2) original contract packets, including all specific forms and attachments (each, individually, a "Contract Packet" and, collectively, the "Contract Packets"). You must complete and return each Contract Packet to the Department at the address provided below. Prior to doing so, please ensure that each of the Contract Packets has been signed, dated, and **notarized**. By completing and returning both Contract Packets, you agree to the specific stipulations, the general terms and conditions, and all specific reporting requirements. Please return the two completed Contract Packets to:

| Directly to Ag Building (UPS / FEDEX)   | USPS Mail   |
|---|---|
| Henry Weaver<br>Environmental Program Specialist<br>N.C. Department of Agriculture & Consumer Services<br>Structural Pest Control and Pesticides Division<br>2 W Edenton Street<br>Raleigh, North Carolina 27601-1020 | Henry Weaver<br>Environmental Program Specialist<br>N.C. Department of Agriculture & Consumer Services<br>Structural Pest Control and Pesticides Division<br>1001 Mail Service Center<br>Raleigh, North Carolina 27699-1001 |

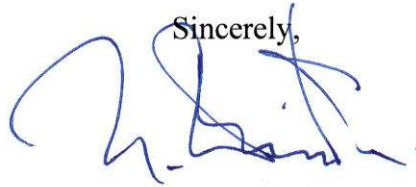
All authorized representative signatures shall be in blue or black ink. Please use the *Contract Check Off List* to ensure all attachments are included and are in the correct order for each Contract Packet. Time is of the essence with respect to your acceptance of this offer. Your acceptance **must** be in writing and received by June 1, 2026 at 5pm. Strict compliance with this deadline is a material term of this offer and cannot be modified. Any attempted acceptance after the listed deadline shall be void, with no legal or binding effect.

Once each Contract Packet has been fully executed by **all** required Parties (each fully executed Contract Packet, individually, a "Grant Contract" and, collectively, the "Grant Contracts"), one original Grant Contract will be returned to you for your official records. No execution, acceptance, or completion of either or both of the Contract Packets shall be presumed in absence of your receipt of a fully executed original Grant Contract. This includes all authorized representative signatures from **all** parties. Your failure to receive a fully executed original Grant Contract shall constitute notice that the Contract Packets have **not** been complete and are not legally binding. You shall not take any action in reliance upon this letter, the enclosed documents, or a Contract Packet that has not been fully executed by all required parties, and no action taken by you in reliance upon any of the foregoing shall be binding.

If you have any questions about your Contract Packets or any of the forms enclosed with this letter, please call Henry Weaver at 984-236-4593, or feel free to send an email to [henry.weaver@ncagr.gov](mailto:henry.weaver@ncagr.gov).

I would like to take this opportunity to personally thank you for participating in the *North Carolina Pesticide Container Recycling Program* under the Pesticide Environmental Trust Fund.

Sincerely,



N. David Smith  
Chief Deputy Commissioner

Enclosures



**Steve Troxler**  
Commissioner

## North Carolina Department of Agriculture and Consumer Services

**N. David Smith**  
Chief Deputy Commissioner

### GRANTEE DOCUMENT CHECK OFF LIST

**INSTRUCTIONS:**

- 1) Circle the "Yes" boxes in the left column (Grantee) for the document titles being returned with the two (2) signed, dated, and notarized copies of the agreement, with signatures in blue or black ink.
- 2) Be sure to include all the other documents specified in your agreement package.
- 3) If "No" has been checked off for you, that document is not required for this grant program or project.

**Grantee Name:** Pamlico County

**Project Title:** *Pamlico County Pesticide Container Recycling Program*

**Contract Number:** 19-016-2044

| <b>Grantee</b><br><i>Circle One Box</i> |    | <b>Document Title</b>  | <b>Division</b><br><i>Attached or On File</i> |    | <b>Grants Office</b><br><i>Attached or On File</i> |    |
|---|----|--|---|----|--|----|
| Yes                                     | No |  | Yes   | No | Yes  | No |
|   |    | Contractual " <b>Check Off List for Grantee</b> "  |   |    |  |    |
|   |    | <b>Contract Cover</b><br>(To be signed, dated, and notarized)  |   |    |  |    |
|   |    | <b>Attachment A</b><br><i>General Terms and Conditions</i>   |   |    |  |    |
|   |    | <b>Attachment B</b><br><i>Scope of Work (includes Timeline and Line Item Budget)</i>                                     |   |    |  |    |
|   |    | <b>Attachment C</b><br><i>Certification of No Overdue Taxes</i>  |   |    |  |    |
|   |    | <b>Attachment D</b><br><i>Certifications and Assurances Section</i>  |   |    |  |    |
|   |    | <b>Attachment E</b><br><i>Conflict of Interest Policy Certification Form<br/>And Current Conflict of Interest Policy</i> |   |    |  |    |
|   |    | <b>Attachment F</b><br><i>NC Openbook Supplemental Information</i>   |   |    |  |    |
|   |    | <b>Attachment G</b><br><i>IRS Federal Tax-Exempt Letter and<br/>501(c) Certification Form</i>                            |   |    |  |    |
|   |    | <b>Attachment H</b><br><i>FFATA Data Reporting Requirements<br/>(Only if contract is over \$30,000)</i>                  |   |    |  |    |
|   |    | <b>Attachment I</b><br><i>Federal Regulations</i>  |   |    |  |    |
|   |    | <b>Attachment J</b><br><i>Reporting and Request for Payment Forms</i>  |   |    |  |    |
|   |    | <b>Attachment Z</b><br><i>Closeout Procedures</i>  |   |    |  |    |

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**



**North Carolina Department of Agriculture and Consumer Services  
Structural Pest Control & Pesticides Division**

**Pamlico County Cooperative Extension - Government**

**Contract Number: 19-016-2044**

This Contract is hereby entered, by and between, the **North Carolina Department of Agriculture and Consumer Services, Structural Pest Control & Pesticides Division**, (the "Agency") and **Pamlico County Cooperative Extension**, (the "Grantee"), and referred to collectively as the "Parties." The awarding of grant funds is subject to allocation and appropriation of funds to the Agency for the purposes set forth in this contract.

The Grantee's federal tax identification number is 56-6000949.

The Grantee's fiscal year ends on June 30.

The Grantee's legal address is 13724 NC Highway 55, Bayboro NC, 28515.

The Grantee is legally located in Pamlico County, District 3.

Its remittance address is 13724 NC Highway 55, Bayboro NC, 28515.

The Grantee's project title is *Pamlico County Pesticide Container Recycling Program*.

The Contract's purpose is to create an addition pesticide container collection site for the recycling program.

This Contract is funded by Pesticide Environmental Trust Fund.

CFDA/ALN Number (*if applicable*): NA

CFDA/ALN Program Name (*if applicable*): NA

NCFS Account Coding:

|      | BF     | Acct     | AMU     | Program | FS   | Interfund | Project   | Future | Future | Future |
|------|--------|----------|---------|---------|------|-----------|-----------|--------|--------|--------|
| 1000 | 601412 | 56400036 | 0000000 | 0000000 | 0000 | 000000    | 000000000 | 0000   | 000000 | 00000  |

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name:

1. This Contract
2. Attachment A: General Terms and Conditions
3. Attachment B: Scope of Work (including Timeline, Line-Item Budget and Budget Narrative)

These documents constitute the entire Contract Packet between the Parties and supersede all prior oral or written statements or Contracts.

**I. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**II. Effective Period:**

This Contract shall be effective on **June 1, 2026**, and shall terminate on **December 31, 2027**.

- (1) The Parties agree to maintain all pertinent records and documents for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.
- (2) The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.
- (3) The Parties agree upon termination of this Contract any unexpended grant funds will revert to the Agency.

**III. Contract Administrators:**

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

**For the Agency:**

| If Delivered by Us Postal Service  | If Delivered by Any Other Means   |
|--|---|
| Name: Henry Weaver<br>Agricultural Programs Specialist<br>Address: 1090 Mail Service Center<br>Raleigh, North Carolina 27699<br>Telephone: 984-236-4593<br>Email: henry.weaver@ncagr.gov | Name: Henry Weaver<br>Address: 4400 Reedy Creek Road<br>Raleigh, North Carolina 27607<br>Telephone: 984-236-4593<br>Email: henry.weaver@ncagr.gov |

**For the Grantee:**

| Grantee Contract Administrator   | Additional Grantee Contract Administrator  |
|--|--|
| Name: Daniel Simpson<br>Extension Director<br>Address: 13724 NC HWY 55<br><br>Bayboro, NC 28515<br>Telephone: 252-745-4121<br>Email: Daniel_simpson@ncsu.edu | Name: Sara Deskar<br>Administrator<br>Address: 302 Main Street, P.O. Box 776<br>Bayboro, NC 28515<br>Telephone: 252-745-5195<br>Email: sara.deskar@pamlicocounty.org |

#### **IV. Grantee's Duties:**

The Grantee shall:

- (1) Provide the goals, objectives, services, expected results, and itemized budget in *Attachment B: Scope of Work* prior to any fund disbursement.
- (2) Make available all reports and records for inspection by the awarding agency, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes.
- (3) Be required to maintain compliance with the requirements set forth in 09 NCAC 03M .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- (4) Ensure that subrecipients comply with all reporting requirements established by this Subchapter and their contract and report to the appropriate disbursing entity, if applicable.
  - a. The Grantee or its subrecipient(s) is not relieved of any of the duties and responsibilities of the original Contract.
  - b. The Grantee and/or any subrecipient agree to abide by the standards contained in 09 NCAC 03M .0703(15) and to provide information in its possession that is needed by the recipient to comply with these standards.
- (5) Have the option to request in writing to the Office of State Budget and Management to be removed from the Suspension of Funding List if they believe they have been suspended in error. Once removed from the Suspension of Funding List, the recipient is eligible for current and future grants.

#### **V. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$975.00.

This amount consists of \$9,350.00 in Pesticide Environmental Trust Fund funds.

There are no matching requirements from the Grantee.

The total Contract amount is \$9,350.00.

#### **VI. Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). The Grantee is not required to file a *Conflict of Interest Policy* with the Agency prior to disbursement of funds.

#### **VII. Statement of No Overdue Tax Debts:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). The Grantee is not required to file a *Statement of No Overdue Tax Debts* with the Agency prior to disbursement of funds.

## **VIII. Reporting Requirements:**

Agency-established reporting requirements are specified below:

- (1) Programmatic: End of project, or annually, certification that state programmatic assistance received or held was used for the purposes for which it was awarded
- (2) Financial: End of project, or annually, accounting of all State financial assistance received, held, used, or expended.

Indirect costs are not allowable expenditures under this Contract.

## **IX. Payment Provisions**

Upon execution of this Contract, the Grantee shall submit to the Agency Contract Administrator a completed *Request for Payment form* (provided by the Agency). All *Request for Payment forms* should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Payment shall be made within 30 days of Agency approval.

The Grantee shall expend funds in accordance with N.C.G.S. § 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the *Agency Request for Reimbursement form*. Eligible uses of income earned are:

- a) Expanding the project or program.
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final *Request for Payment form*. All unexpended funds shall be returned to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the “State Budget Manual” (<https://www.osbm.nc.gov/budget/budget-manual>).

## **X. Fraud, Waste and Abuse**

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency’s Audit Services Division, to any member of the Agency’s management team, or through the FWA reporting website below.

N.C.G.S. § 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: [NCDACS Audit Services FWA Reporting Form](#)

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of suspected people but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

## **XI. Supplementation of Expenditure of Public Funds**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

## **XI. Outsourcing**

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

## **XII. Personal Identifying Information**

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statutes and Policies set forth.

**XIII. Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided with a fully executed copy via electronic mail. It is required by 09 NCAC 03M that each party retain a fully executed copy of this contract.

**Grantee:** North Carolina State University

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Signature of Authorized Representative Date

---

Printed Name Title

**Witness:**

---

Signature of Authorized Representative Date

---

Printed Name Title



**North Carolina Department of Agriculture and Consumer Services  
Counter-Signature Authority**

Date:

N. David Smith  
Chief Deputy Commissioner



**Steve Troxler**  
Commissioner

## North Carolina Department of Agriculture and Consumer Services

**N. David Smith**  
Chief Deputy Commissioner

### ATTACHMENT A: GENERAL TERMS AND CONDITIONS STATE, LOCAL, OR OTHER GOVERNMENT ENTITY

#### DEFINITIONS

Links to definitions are provided to meet the intent and requirements of *NC Administrative Rules 09 NCAC Admin Code 03M.0102*, and *the North Carolina General Statutes* unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in N.C.G.S. §143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. §143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. §143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

## ATTACHMENT A: GENERAL TERMS AND CONDITIONS GOVERNMENTAL ENTITY

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. §143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in N.C.G.S. §143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in N.C.G.S. §143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C.G.S. §160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### RELATIONSHIPS OF THE PARTIES

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

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

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee, or  
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

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

### INDEMNITY

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

### DEFAULT AND TERMINATION

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

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the

## ATTACHMENT A: GENERAL TERMS AND CONDITIONS GOVERNMENTAL ENTITY

Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### INTELLECTUAL PROPERTY RIGHTS

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

### COMPLIANCE WITH APPLICABLE LAWS

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

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

**Executive Order 24:** In accordance with Executive Order 24 issued by Governor Perdue and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. §133-32.

### CONFIDENTIALITY

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

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

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

### OVERSIGHT

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all

## ATTACHMENT A: GENERAL TERMS AND CONDITIONS GOVERNMENTAL ENTITY

contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** The Grantee and Agency agree to maintain all pertinent records and documentation for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

### MISCELLANEOUS

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

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

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

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

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

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the

agreement and should not be used to construe the meaning thereof.

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

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

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

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall:

- (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
- (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

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



**Steve Troxler**  
Commissioner

## North Carolina Department of Agriculture and Consumer Services

**N. David Smith**  
Chief Deputy Commissioner

### ATTACHMENT B: SCOPE OF WORK

- A. Before the contract's finalization and monetary disbursement, the Grantee is required to provide the Agency with a description of how the Grantee will spend the allocated funded amount for the specific purpose stated in the grant Agreement Cover.
- B. *Attachment B: Scope of Work* is the Grantee's specification of the purpose of its project, services to be provided, goals and objectives to be achieved, and expected results. Additional information must include an annual budget for the funds granted as well as any potential subgrants. Please attach additional sheets or documents as necessary.

#### **I. ORGANIZATION:**

- a. Organization Name: Pamlico County
- b. Tax Identification Number: 56-6000949
- c. Organizational Fiscal Year End: June 30
- d. Grant Number:
- e. EBS CRIS/NCGrants Award Number:

#### **II. PROJECT INFORMATION:**

- a. Project Name: Pamlico County Pesticide Container Recycling Program
- b. Primary Project Location: Pamlico County

#### **III. FUNDING INFORMATION:**

- a. Source of funds: Pesticide Environmental Trust Fund
- b. Amount: \$9,350.00

#### **IV. SCOPE OF WORK:**

- a. Project: These funds will go towards the creation of a new pesticide container recycling site at Meherrin Ag chemical dealership in Pamlico County.
- b. Objective and Goals: Purchase and installation of a collection vessel and all necessary materials to create a secure, accessible collection site.
- c. Expected results: A new shipping container will be placed at the dealership and will be easily accessible to local users, reducing the amount of pesticide plastic that is landfilled or disposed of improperly.
- d. Timeline: Facility will be operation within 6 months.

#### **V. PAYMENT:**

- a. Payment terms:
  - i. 80/20 reimbursement.
  - ii. *All payments are subject to the availability of funds.*

#### **VI. BUDGET/EXPENDITURES:**

**ATTACHMENT B: SCOPE OF WORK (Continued)**

a. Details of Budget:

| ITEM   | GRANT FUNDS<br>YEAR 1 | MATCHING FUNDS<br>[INCLUDE SOURCE AND<br>TYPE (IN-KIND OR<br>CASH)]*<br><br>YEAR 1 |
|--|-----------------------|--|
| 40' Shipping Container + Shipping                          | \$7,500               |  |
| Container Setup: Treated wood cribbing (8x8x12') & Anchors | \$1,500               | In-Kind: Setup equipment from Meherrin Ag  |
| Signage  | \$200                 | In-Kind: Installation by Extension   |
| Chain & Lock   | \$150                 |  |
| <b>TOTAL</b>   | <b>\$9,350</b>        |  |

**VII. SUBGRANTS:**

- a. The Recipient does not anticipate that it will subgrant or pass down any funds to another organization

Regarding the information contained herein, I certify to the best of my knowledge and ability the annual budget has been approved by the Grantee's Chief Financial Officer, Chief Executive Officer, or Board Chairperson.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**Steve Troxler**  
Commissioner

North Carolina Department of Agriculture and  
Consumer Services

**N. David Smith**  
Chief Deputy Commissioner

**ATTACHMENT C: CERTIFICATION OF NO OVERDUE TAX DEBTS**

**Instructions: Copy this form (from Date of Certification through Notary) onto your business letterhead.**

Please change the items in blue for your respective entity. Grantee should complete this certification form for all State funds received. The completed and signed form must be provided to the State agency funding the grant and attached to the contract (*Attachment C*). A copy of this form, along with the completed contract, should be maintained by all grant parties and available for review by the Office of State Budget and Management.

**Date of Certification:**

**To:** N. David Smith, Chief Deputy Commissioner

We certify that **Business Name** does not have any overdue tax debts at the Federal, State, or local level, as defined by North Carolina General Statute (N.C.G.S.) § 105-243.1. We further understand that any person making a false statement in violation of N.C.G.S. § 143C-6-23(c) is guilty of a criminal offense punishable as guided by N.C.G.S. § 143C-10-1(b).

**Name of Authorizing Official** and **Name of Second Authorizing Official**, being duly sworn that we are the **Authorizing Official Title** and **Second Authorizing Official Title**, respectively of **Business Name** of **Business County** in the State of North Carolina, and the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We acknowledge and comprehend any misuse of State funds will be reported to the appropriate authority for further action.

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Second Authorizing Official Signature

**NOTARY**

\_\_\_\_\_ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he/she/they signed the foregoing document:

Date:

(Official Seal)

\_\_\_\_\_  
*Official Signature of Notary*

\_\_\_\_\_  
,Notary Public

\_\_\_\_\_  
*Notary's printed or typed name*

\_\_\_\_\_  
My commission expires:



**Steve Troxler**  
Commissioner

North Carolina Department of Agriculture and  
Consumer Services

**N. David Smith**  
Chief Deputy Commissioner

**ATTACHMENT D: CERTIFICATIONS AND ASSURANCES**  
**GRANTEES OTHER THAN INDIVIDUALS**

**CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,  
SUSPENSION AND DRUG-FREE WORKPLACE**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature on this form provides compliance with the certification requirements under Title 2 CFR Subtitle B Chapter IV Part 417 *Non-procurement Debarment and Suspension*, Title 2 CFR Subtitle B Chapter IV Part 418 *New Restrictions on Lobbying*, Title 2 CFR Subtitle B Chapter IV Part 421 *Requirements for Drug-Free Workplace (Financial Assistance)*, and Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension*.

The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture and Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by authority: 31 USC 1352: *Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions* and implemented via Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension*, for persons entering into a grant or cooperative agreement over \$100,000, as defined at Title 2 CFR Subtitle B Chapter IV §418.110 *Certification and Disclosure*, the applicant certifies to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352: *Limitation on use of appropriated funds to influence certain*

**ATTACHMENT D: CERTIFICATIONS AND ASSURANCES**  
**GRANTEES OTHER THAN INDIVIDUALS**

*Federal contracting and financial transactions.* Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. NONPROCUREMENT, DEBARMENT, AND SUSPENSION**

As required by Executive Order 12549 *Debarment and Suspension of Participants in Federal Programs*, and implemented at Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension*, and Title 2 CFR Subtitle B Chapter IV Part 417 *Non-procurement Debarment and Suspension* for prospective participants in primary covered transactions, as defined at Title 2 CFR Subtitle A Chapter I Subpart D §180.435 *What must I require of a primary tier participant?* and Title 2 CFR Subtitle B Chapter IV Subpart C §417.332 *What methods must I use to pass down requirements to participants in lower tier covered transactions with whom I intend to do business?*, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with Title 2 CFR Subtitle A Chapter I Part 180 *OMB Guidelines to Agencies on Governmentwide Department and Suspension* as supplemented by Title 2 CFR Subtitle B Chapter IV Part 417 Subpart C.

Where the applicant is unable to certify to any of the statements in this certification, he/she/they shall attach an explanation to this certification.

**3. DRUG-FREE WORKPLACE**

Grantees are required by the Drug-Free Workplace Act of 1988 (41 USC Ch. 81: Drug-Free Workplace) and implemented via Title 2 CFR Subtitle A Chapter I Part 182 Subpart B *Requirements for Recipients Other than Individuals* to certify it will:

- a) Make in a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections §182.205 *What must I do to comply with this part?* through §182.220 *By when must I publish my drug-free workplace statement and establish my drug-free awareness program?*)
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section §182.225 *What actions must I take concerning employees who are convicted of drug violations in the workplace?*), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the

**ATTACHMENT D: CERTIFICATIONS AND ASSURANCES**  
**GRANTEES OTHER THAN INDIVIDUALS**

employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- d) You must identify all known workplaces under your Federal awards (see Section 182.230 *How and when must I identify workplaces?*).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

|                      |  |  |
|----------------------|--|--|
| Place of Performance |  |  |
| Street Address       |  |  |
| Street Address Two   |  |  |
| City, State, Zip     |  |  |

**As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief that the Grantee will comply with the above certifications.**

Date:

Organization Name:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title



Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

**ATTACHMENT E : CONFLICT OF INTEREST POLICY CERTIFICATION**

**Instructions:** A copy of your Agency's current *Conflict of Interest Policy* must be attached to this completed form.

State of North Carolina

County of \_\_\_\_\_

This form is to certify that our organization's *Conflict of Interest Policy* is current.

The *Conflict of Interest Policy*'s effective date is \_\_\_\_\_.  
(mo/day/yr)

The *Conflict of Interest Policy*'s approved or adopted date is \_\_\_\_\_.  
(mo/day/yr)

The policy was approved by:

- Owner  
 Board of Directors  
 Other \_\_\_\_\_

A copy of our Conflict of Interest Policy is attached. ( YES / NO )  
*{Please circle one}*

---

Signature

Date

---

Printed Name

Title



**Steve Troxler**  
Commissioner

**North Carolina Department of Agriculture and  
Consumer Services**

**N. David Smith**  
Chief Deputy Commissioner

**ATTACHMENT F: NC OPENBOOK SUPPLEMENTAL INFORMATION**

**INSTRUCTIONS:** Complete the information below and return it to the Agreement Administrator identified in your original agreement cover sheet. This information must be submitted as part of your agreement. If you have questions, please contact the Agreement Administrator or the Alternate Contact as reflected in your agreement.

**PURPOSE:** Executive Order 4 was signed by the Governor of North Carolina in January 2009. This Executive Order requires certain information to be collected from Grantees to enhance accountability and transparency of State funds. Therefore, the information outlined below shall be submitted prior to the disbursement of any State funds by the North Carolina Department of Agriculture and Consumer Services.

Contract Number: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
Grantee Name: \_\_\_\_\_  
UEI Number: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_  
Fiscal Year End: \_\_\_\_\_

1. Brief Description and Background/History of your Organization.

|   |
|---|
| Items to include:<br>The number of years in existence, number of employees, mission and goals of your organization. |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |

2. Current project timeline. Begin \_\_\_\_\_ End \_\_\_\_\_

3. Expected outcomes and specific deliverables.

|   |
|---|
| <b>EXPECTED OUTCOMES AND SPECIFIC DELIVERABLES</b>  |
| (Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.) |
|   |
|   |
|   |

ATTACHMENT F: NC OPENBOOK SUPPLEMENTAL INFORMATION (Continued)

|  |
|--|
|  |
|  |
|  |
|  |
|  |

4. The Grantee’s WEB URL: [Home Page | NC Agriculture](#)
5. \* Primary County of Performance. County Name: [Wake](#)  
Congressional District #: [02](#) (**CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED**)
6. \*\*County of Benefit: Single County:  Yes  No County Name: \_\_\_\_\_  
Statewide:  Yes  No  
Regional:  Yes  No
7. If the answer to question number 6 is “Regional”, list the counties receiving benefit.

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***\*Primary County of Performance: County in which grantee is located.***  
***\*\*County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.***




Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services

N. David Smith  
Chief Deputy Commissioner

ATTACHMENT G : IRS FEDERAL TAX-EXEMPT LETTER AND  
501(C) CERTIFICATION FORM EXAMPLES

**INSTRUCTIONS:** The following items are provided for informational use only. The Grantee must replace this attachment with a copy of their IRS Federal Tax Exemption Letter and 501(c) Certification Letter.

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248574155  
Apr. 20, 2011 LTR 4168C E0  
000000 00  
00016046  
BODC: TE

[REDACTED]

032072

Employer Identification Number: [REDACTED]  
Person to Contact: [REDACTED]  
Toll Free Telephone Number: [REDACTED]

Dear Taxpayer:

This is in response to your Apr. 11, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1963.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

**ATTACHMENT G : IRS FEDERAL TAX-EXEMPT LETTER AND  
501(C) CERTIFICATION FORM EXAMPLES**



DESTIEL  
5900 BALCONES DRIVE STE 8341  
AUSTIN, TX 78731

**Date:**  
10/30/2023  
**Employer ID number:**  
93-2727850  
**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: (877) 829-5500  
**Accounting period ending:**  
December 31  
**Public charity status:**  
509(a)(2)  
**Form 990 / 990-EZ / 990-N required:**  
Yes  
**Effective date of exemption:**  
August 04, 2023  
**Contribution deductibility:**  
Yes  
**Addendum applies:**  
No  
**DLN:**  
26053683010723

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

**Letter 947 (Rev. 2-2020)**  
Catalog Number 35152P

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

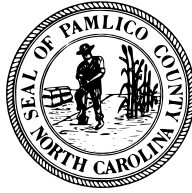
DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT - TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request Approval of ARPA Internal Control Policy Amendment

Pamlico County Grant Administrator requests Pamlico County Board of Commissioners to consider approval of the ARPA Internal Control Policy which was amended to meet compliance requirements for the AIA Grant through the North Carolina Department of Environmental Quality. This policy was amended to meet the compliance requirements for grant funding.

Please see a copy of the letter of request along with supporting documentation for your review and consideration.



**BOARD OF COMMISSIONERS**

**CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

**VICE-CHAIRMAN**

KARI FORREST - AT LARGE

DOUG BRINSON - AT LARGE

THOMAS MILLS - TOWNSHIP #1

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CARL OLLISON - TOWNSHIP #4

KENNY HEATH - TOWNSHIP #5



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**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

-----  
TO Mark Brewington, County Manager  
FROM Sara Deskar, Grants Administrator  
RE Request for Approval of ARPA Environmental Control Policy

The Grant Administrator proposes the ARPA approval which was amended to meet compliance requirements of Environmental Policy was submitted for compliance request.

# **Pamlico County**

## **Internal Control Policy**

### **Definitions**

- **Management** refers to employees who have direct responsibility for the day-to-day operations of the entity, including the implementation of internal controls. For the purposes of this policy, “management” includes: The Pamlico County Manager, Pamlico County Finance Officer, Clerk to the Board of Commissioners, and Pamlico County Department Heads.
- **Oversight Body**, as referenced in the Government Accountability Office’s Standards for Internal Control in the Federal Government, refers to an appointed body designated to perform oversight at the direction of the governing board. The oversight body of Pamlico County is the Pamlico County Board of Commissioners.

### **Policy Overview and Purpose**

Internal control is a process effected by an entity’s oversight body, management, and other personnel that provides reasonable assurance that the objectives of an entity will be achieved. This policy outlines the internal control process established by Pamlico County to provide reasonable assurances that the unit will expend ARP/CSLFRF award funds in compliance with governing laws and regulations. This document is adopted in accordance with the following directive from U.S. Treasury’s Compliance and Reporting Guidance: “Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the ARP/CSLFRF award constitute eligible uses of funds, and document determinations.”

### **Internal Control Framework:**

Pamlico County’s internal controls are modeled after the internal control framework set forth in the Government Accountability Office’s Standards for Internal Control in the Federal Government (the “Green Book”). As described in the Green Book, Management is responsible for establishing and maintaining the internal control system in compliance with the duties outlined in this policy. The Oversight Body’s primary role is to ensure management performs its internal control responsibilities. However, every employee bears some responsibility for the internal control process.

### **The Green Book Recognizes Five Components of Internal Control: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring**

Pamlico County understands that each component must be present and functioning for the internal control process to operate at the optimal level. The responsibilities tied to each of the components are discussed below.

#### **1. Control Environment**

The control environment is the foundation for all other components of internal control, providing discipline and structure. Management values integrity, ethics, and competence in all operations, including the administration of federal awards. Management communicates

and reinforces its expectations throughout the organization. Examples of management's commitment to internal controls over expenditures of ARP/CSLFRF funds include, but are not limited to, the following:

- Management demonstrates a commitment to integrity and ethical values through its leadership, communications, personnel practices, and daily actions.
- Management conducts ongoing risk assessments to identify internal control weaknesses that may negatively impact the proper administration of the ARP/CSLFRF award.
- Management is committed to educating itself and staff on the compliance requirements tied to the administration of the ARP/CSLFRF award.
- Management adopts policies necessary to ensure compliance with the Uniform Guidance and the ARP/CSLFRF award terms and conditions.

## **2. Risk Assessment**

Management is committed to identifying and managing the risks that may arise during the administration of the ARP/CSLFRF award. The risk assessment component of internal control involves management evaluating the risks the entity faces that could negatively impact its ability to achieve its objectives. These objectives include:

- **Operational Objectives:** All assets are appropriately safeguarded against risks of fraud, theft, loss, or abuse.
- **Reporting Objectives:** Finance systems and processes produce accurate and reliable financial reporting for federal award expenditures. Pamlico County's Schedule of Expenditures of Federal Awards (SEFA) is complete and accurate.
- **Compliance Objectives:** Ensure ARP/CSLFRF awards funds are expended in compliance with the award terms and conditions, federal and state law, and U.S. Treasury guidance.

### ***Risk Identification***

Management shall identify risks that may impair Pamlico County's ability to achieve its objectives. Management shall focus its risk assessment on areas of opportunity for employees to commit fraud. Specific areas and types of risk include:

- rapid growth in operations,
- changes in personnel,
- organizational restructuring, such as centralizing or decentralizing,
- new activities or service areas,
- new or revised information systems,
- new technologies in service delivery or information systems,
- changes in the operating or regulatory environment, and
- new or updated accounting and/or financial reporting practices.

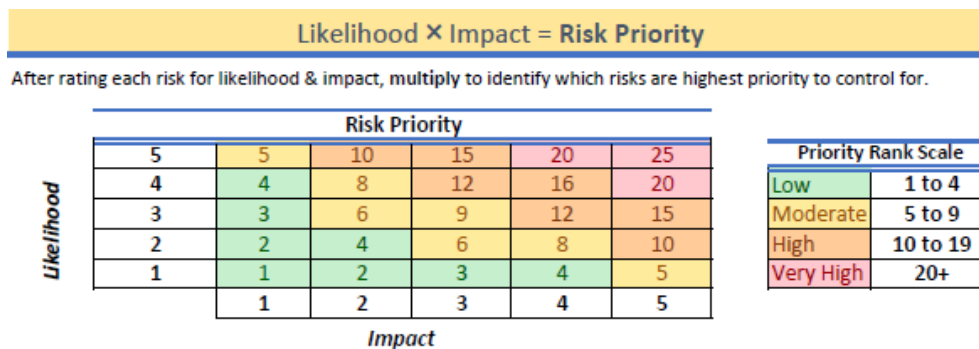
### ***Uniform Guidance Compliance & Risk Identification***

There are specific risks that arise in the administration of a grant award. Management will identify areas of risk that may impair Pamlico County's ability to comply with the ARP/CSLFRF award's terms and conditions and/or applicable state and federal law and regulations. Specifically, Pamlico County will evaluate risks of non-compliance in the following compliance areas:

- Eligibility,
- Allowable Costs/Cost Principles,
- Period of Performance,
- Financial Management,
- Property Management,
- Procurement,
- Subrecipient Monitoring, and
- Program Income.

### ***Risk Analysis***

Management shall determine the potential severity of liabilities associated with the risks identified by weighing the likelihood of occurrence against the degree of impact.



### ***Risk Response***

Management shall review the results of the risk analysis and determine whether to implement control activities to mitigate risks. Management will respond to identified risks in one of three ways:

- accept the risk,
- reduce the risk by implementing control activities to help prevent or detect issues, or
- avoid the risk by not pursuing certain activities.

Management shall consider the relative cost of implementing controls versus the benefit(s) offered in deciding whether to mitigate risk(s) through the implementation of control activities. When possible, control activities will be implemented to mitigate risks that rate “High” or “Very High” on the Likelihood/Impact scale.

### **3. Control Activities**

Control activities are the actions taken by management to respond to risks that may prevent the entity from achieving its objectives. The internal control activities are either preventative or detective. Pamlico County uses a variety of control activities that support strong internal controls, including, but not limited to the following:

- written policies and procedures,
- segregation of duties: separating authorization, custody, record-keeping, and reconciliation functions,
- authorizations to undertake projects/programs/expenditure,

- reconciliation of accounts and records,
- documentation and record-keeping,
- physical controls, including locks, physical barriers, and security systems to protect physical assets,
- IT controls, including passwords, access logs, and firewalls to protect sensitive data and restrict access to electronic data and files,
- staff training, or
- a combination of the above.

#### **4. Information and Communication**

Pamlico County communicates accurate and quality information to internal staff and personnel and to external stakeholders and community members. Communication plays an integral role in the internal control system by helping to promote transparency regarding the use of public funds. Management shall be responsible for communicating internal control processes to those employees directly involved in finance and/or grant administration. Management will communicate its policies, procedures, and internal controls through various handbooks, programs, training, and electronic communication.

Information regarding pertinent policies, processes, and control activities will flow down, across, and up the organizational structure. Internal control deficiencies should be reported upstream, with serious matters reported immediately to top-level management and/or to the governing board. Employees are required to report any critical issues within the internal control system to management as soon as possible after the discovery.

To ensure transparency regarding the use of ARP/CSLFRF funds, Pamlico County shall communicate quality information to community members and external stakeholders. The communication channels may include:

- Project and Expenditure reports are posted to Pamlico County's webpage.
- Governing board members and management are willing to engage directly with community members and answer questions via email and/or provide updates during regularly scheduled meetings.

#### **5. Monitoring**

Pamlico County shall conduct ongoing monitoring of the internal control system to identify its strengths and weaknesses. Internal and external audits will be conducted pursuant to federal and state law. These audit processes will test the effectiveness of internal controls over federal and state awards.

# Internal Controls & Uniform Guidance Compliance

## Financial Management, 2 CFR § 200.302

### Overview:

Each unit must have a financial management system in place to satisfy the requirements set forth in 2 CFR 200.302. A unit may rely on existing accounting processes and procedures, provided such processes adequately track the obligations and expenditures of ARP/CSLFRF funds.

### Objectives:

Ensure compliance with the following requirements set forth in 2 CFR 200.302, as follows:

1. Track all federal awards received and related expenditures separately for each federal program.
2. Provide accurate, current, and complete financial data to enable the disclosure of the results of each federal award.
3. Identify the source and application of funds (i.e., the system must be able to track authorizations, obligations, and disbursements, and tie any expenditures to eligible uses of ARP/CSLFRF funds.
4. Maintain control over, and accountability for, all funds, property, and other assets.
5. Compare budgeted amounts with actual expenditures.
6. Expenditures must be supported by Pamlico County's written procedures for determining the allowability, reasonableness, and allocability of costs.

### Control Activities:

- A recommended practice is to set up a grant project ordinance to separately account for and track expenditures of ARP/CSLFRF funds.
- Utilize a financial management system that meets the standards outlined in 2 CFR 200.302.

### *Segregation of Duties:*

Duties and functions related to financial reporting are segregated to ensure no one person has control over all parts of a financial transaction.

### *Documentation:*

Documentation of financial transactions is complete and accurate and facilitates tracing the transaction from authorization and initiation through disbursement.

- The Pamlico County Finance Officer shall ensure that, at a minimum, accounting records evidencing authorizations, obligations, and expenditures of ARP/CSLFRF funds are created and retained according to record retention requirements.
- Source documentation is retained, including paid invoices, payrolls, time and attendance records, contracts, and subaward documents.

**Reporting:**

The Pamlico County Finance Officer shall prepare monthly reports for the governing board that includes updates for grant project expenditures and a comparison of budget to actuals.

**Reconciliation:**

General ledger and subsidiary ledgers used to account for the receipt and disbursements of ARP/ CSLFRF funds are reconciled monthly against account balances by someone who does not have record-keeping/bookkeeping functions.

**Communication & Monitoring:**

The Pamlico County Finance Officer is responsible for communicating the financial management requirements and associated control activities to the appropriate personnel. All employees within the finance and accounting office have responsibility for internal controls, including the ongoing assessment of the effectiveness of internal control activities over the financial management system.

**Eligibility** (See Award Terms & Conditions for ARP/CSLFRF Eligibility Requirements)**Overview:**

The unit is responsible for ensuring ARP/CSLFRF funds are expended on eligible projects and programs. The process for making eligibility determinations is described in Pamlico County's Eligible Use Policy. (The control activities for Eligibility and Allowable Cost review are often combined.)

**Objectives:**

1. Ensure that supported projects and programs under the ARP/CSLFRF are eligible under one of the expenditure categories. (Eligible uses include projects identified in the Final Rule that fit within one of the four eligible use categories: COVID-19/Negative Economic Impacts, Revenue Replacement, Premium Pay, Investment in Necessary Broadband and Water/Sewer Infrastructure.)
2. Document eligibility review and project determinations.
3. Establish processes to ensure funds are not expended on ineligible uses. (Prohibited uses include bulk deposits into pension funds, debt services, replenishing financial reserves, the satisfaction of settlements and judgments, support for programs that undermine the effort to stop the spread of COVID-19, and any use that would violate state or local law.)

**Control Activities:**

- **Eligible Use Policy:** Pamlico County has adopted an ARP/CSLFRF Eligible Use Policy that explains the eligible uses of ARP/CSLFRF award funds and includes Pamlico County's process for reviewing and documenting eligibility determinations.
- **Authorization:** The Pamlico County Finance Officer has reviewed applicable Treasury guidance, including the Final Rule, and has trained staff to conduct initial eligibility reviews for all project or program requests.

- **Documentation:** Each department is encouraged to use the SOG's Sample Eligibility Worksheet to document the review process. This documentation is retained for the five-year record retention period. The Pamlico County Finance Officer is responsible for overseeing compliance with documentation and record retention requirements.

### **Communication & Monitoring:**

Management will communicate eligibility requirements and project determinations internally to staff and externally to community members and stakeholders. Management will periodically review a sample of eligibility determinations to ensure that documentation is being maintained and that the supported projects are eligible.

## **Allowable Costs/Cost Principles, 2 CFR §§ 200.400 to 200.476**

### **Overview:**

The Uniform Guidance Cost Principles provide guidance on how to charge specific items of cost to a federal award. A written Allowable Cost/Cost Principles policy is required for compliance with 2 CFR 200 § 202.

Cost items charged using Revenue Replacement ARP/CSLFRF funds are subject to an allowable cost review. Cost items charged under the COVID-19/Negative Economic Impacts and Infrastructure Investment categories are subject to additional compliance requirements, including the Selected Item of Cost review. See Final Rule FAQ 13.15.

### **Objectives:**

1. Ensure all costs charged to the federal award are allowable as defined in the Uniform Guidance, Subpart E—Cost Principles.
2. Consistently apply local policies to both federally financed and non-federally financed activities.
3. Treat costs consistently as direct or indirect costs.
4. Adequately document evidence of allowable cost review and other compliance requirements as necessary.
5. When applicable, appropriately charge indirect costs using either the Negotiated Independent Cost Rate Agreement (NICRA) or the de minimis rate of 10 percent.

### **Control Activities:**

- **Policy:** Pamlico County has adopted an Allowable Cost/Cost Principles Policy, as required by 2 CFR 200.302.
- **Segregation of duties:** When possible, duties are segregated between those who initiate, approve, and record financial transactions.
- **Training:** Management trains staff to conduct an allowable cost review in compliance with the UG Cost Principles. (See Allowable Cost/Cost Principles Policy for specific compliance requirements.)

- **Documentation:** The Pamlico County Finance Officer shall ensure that documentation evidencing compliance with the Cost Principles is created and maintained through December 31, 2031. At a minimum, cost items will be reviewed for allowability prior to being charged to the federal award.

**Communication & Monitoring:**

Management shall ensure that staff is adequately trained to recognize allowable costs and associated compliance requirements for each eligibility category. Management shall periodically test the control activities by reviewing a sample of cost items charged to the ARP/CSLFRF award for allowability. Management will also test whether costs are charged to the proper project codes within the grant project ordinance.

**Period of Performance (See Award Terms and Conditions)**

**Overview:**

The Period of Performance covers the period of time Pamlico County may obligate and expend ARP/ CSLFRF funds. ARP/CSLFRF funds must be used for costs incurred between March 3, 2021, and December 31, 2024. For a cost to be incurred, the funds must be obligated (e.g., contract executed/pre-audit stage). All obligated funds must be expended by December 31, 2026. Any unspent award funds must be returned to the Treasury.

**Objective:**

Ensure that all obligations and expenditures are incurred during the ARP/CSLFRF award's period of performance.

**Control Activities:**

- Management reviews obligation dates to ensure that all obligations are made for costs incurred between March 3, 2021, and December 31, 2024.
- Management trains staff to review obligation and expenditure dates on contracts, or when performing eligibility and allowable cost reviews.

**Communication & Monitoring:**

Management shall communicate pertinent dates, including the period of performance, to any staff responsible for obligating or expending federal award funds. Periodic testing by management will ensure that all obligations are incurred between March 3, 2021, and December 31, 2024.

**Procurement, Suspension & Debarment, 2 CFR §§ 200.317 to 200.327**

**Overview:**

Expenditures of ARP/CSLFRF funds under the revenue replacement category are exempt from federal procurement. When expending ARP/CSLFRF funds in other expenditure categories, the unit is required to adopt *written* procurement procedures and follow all federal procurement rules outlined in the Uniform Guidance (2 CFR §§ 200.318–200.327)

as well as its own internal policies. Where established local or state rules are more strict than federal rules, the recipient must follow the most restrictive rule.

**Objectives:**

The Finance Department recognizes it must satisfy the minimum federal procurement requirements, as follows:

1. Adopt a written procurement policy that considers the procurement standards in § 200.318, which includes bidding contracts in compliance with federal bidding thresholds, oversight of contractors' performance, and maintaining records to document the history of procurements.
2. Provide full and open competition in conducting procurements, consistent with the standards outlined in § 200.319 and § 200.320, which allow for non-competitive procurements only in limited circumstances.
3. Comply with the requirements of § 200.320(a) when using the micro- purchase and small purchase methods of procurement.
4. Use the sealed bids method for procurement contracts exceeding the simplified threshold. Utilize the competitive proposals method when sealed bidding is not possible.
5. Ensure noncompetitive procurement methods meet the conditions set forth under § 200.320(c).
6. Perform a cost or price analysis for every procurement action in excess of the simplified acquisition threshold, including contract modifications.
7. Pursuant to 2 CFR 200.319(b), if a firm assists in the development or drafting of specifications, statements of work, or bids or RFPs, the firm must be excluded from competing for the procurement.
8. Ensure that all contracts include the applicable contract provisions required by § 200.327 and described in Appendix II of 2 CFR 200.
9. Verify that a contractor is eligible by reviewing the suspended and debarred list on SAM.gov.
10. Restrict access to sensitive contractor information, such as Social Security numbers or federal tax ID numbers.

**General Procurement Control Activities:**

- Procurement Policy: Pamlico County maintains documented procurement procedures that are consistent with the standards outlined in §§ 200.317 through 200.327. This policy contains detailed processes and control activities for procurements made with federal funds.
- The Board of Commissioners must approve the following types of contracts:
  - Construction Contracts
  - Service Contracts in excess of monetary threshold set by Pamlico County procurement policies
  - Architectural/Design Agreements
- The Pamlico County Manager and the Pamlico County Finance Officer are responsible for monitoring and documenting the performance of a contract for compliance with contract terms, conditions, and other specifications.
- Prenumbered purchase orders are used.
- A pre-audit certificate that is signed by the Pamlico County Finance Officer is attached to all purchase orders, invoices, or other contract obligations.
- Ensure purchasing forms have multiple copies so other departments, such as receiving

and accounts payable, can be notified of the authorization.

- Micro-purchases may be awarded without soliciting competitive quotes if a determination is made that the price is reasonable.
- Cost items shall be reviewed for allowability pursuant to the review process set forth in the Allowable Cost Policy.
- The Pamlico County Finance Officer is responsible for identifying qualified vendors and rotating purchases made under the micro-purchase threshold among different suppliers. Management shall periodically check compliance with this control activity.
- The Pamlico County Finance Officer or designee shall verify that contractors are not on the suspended or debarred list. A screenshot of the record check shall be maintained.
- Access to sensitive contractor information, such as Social Security numbers or federal tax ID numbers, is restricted.

### **Segregation of Duties:**

- Duties are segregated between authorization, custody, record-keeping, and reconciliation.
- The person who sets up new contractors in the accounting system or edits information on existing vendors (record-keeping) is not the same as the person writing the checks (authorization).
- Reconciliations are performed by an employee who does not have record-keeping duties.
- Invoices and other supporting documentation are thoroughly reviewed prior to the invoice being approved (e.g., compare the receiving or packaging slip against the authorization).

### **Documentation:**

Documenting the history of procurements is a top internal control priority for Pamlico County. All request personnel shall be trained on documentation and record retention policies. [Ideally, management will require the use of standard forms and templates for purchase orders, contracts, requests for proposals/bids, cost/price analyses, bid evaluation, etc.]

- Bid documents shall reflect all steps in the procurement process, including:
  - bid specifications and proof of advertisement (if required),
  - rationale for the selected method of procurement,
  - bid submissions,
  - evaluation criteria,
  - basis for contractor selection or rejection,
  - justification for lack of competition, when applicable,
  - basis for award cost or price, and
  - contract agreement, including required UG contract clauses.
- Source documentation relating to procurements must be retained and should include sufficient details to support the transaction, including:
  - cost and quantity of items purchased,
  - model numbers,
  - purchase orders with and pre-audit certificates, and
  - personnel who authorized the sale, if applicable.
- All records shall be maintained for a period of five (5) years after the ARP/CSLFRF period of performance (through December 31, 2031).

**Communication & Monitoring:**

Management shall ensure purchasing and finance staff understand federal procurement laws. Additional training shall be provided as necessary. Management will periodically review purchase orders and contracts to ensure that all charges are accounted for in the period in which the cost occurred and fall within the period of performance.

**Property Management, 2 CFR §§ 200.310 to 200.316****Overview:**

Except for property, supplies, or equipment acquired using revenue loss funds, the unit must follow the applicable provisions of the Uniform Guidance regarding property standards (2 CFR 200.310–316), subject to the requirements set out in FAQ 13.16.

Per FAQ 13.16, during the period of performance, Pamlico County may use property, supplies, or equipment purchased with ARP/CSLFRF funds for a purpose other than the purpose for which the initial purchase was made, provided the new use is consistent with another eligible use. After the period of performance, Pamlico County is more limited in how it may use the property purchased with ARP/CSLFRF funds.

**Objectives:**

1. Ensure real property, personal property, supplies, and equipment are used in compliance with the UG property standards (2 CFR 200.310– 316), and subject to the requirements set out in FAQ 13.16.
2. Ensure documentation is maintained to substantiate any determination on whether the use of an asset is authorized for a particular purpose during and after the award period of performance.
3. Establish adequate safeguards to prevent loss, damage, or theft of property.
4. Follow adequate maintenance procedures to keep equipment in good condition.
5. Ensure proper disposition of real property and equipment in accordance with § 200.311(c) and § 200.313 (e).

**Control Activities:**

- **Insurance Coverage:** Purchase equivalent insurance coverage for real property and equipment as is provided to other property owned by Pamlico County. 2 CFR § 200.310.
- **Real Property Reporting:** The Pamlico County Manager shall oversee the annual reporting requirements for any real property or personal property acquired with federal awards funds. Standard Form 429 shall be used to report real property and the Standard Form 428 shall be used to report tangible personal property, including equipment.
- **Equipment Management:** Pamlico County has procedures for managing equipment, whether acquired in whole or in part under a federal award, until disposition takes place. Pamlico County will, at a minimum, meet the following requirements:
  - Maintain equipment records that include a description of equipment, serial number/ model number, source of funding, acquisition date, location and condition of equipment, unit acquisition cost, and final data, including date of disposal, sales price, and method used to determine fair market value. § 200.313(d).

- Ensure adequate safeguards to prevent loss, damage, or theft of property. Such safeguards may include attaching property tags to federally owned equipment that includes the FAIN. Any loss, damage, or theft will be investigated. § 200.313(d).
- Regular maintenance will be performed to keep the property in good condition.
- If Pamlico County is authorized or required to sell equipment, proper sales procedures will be used to ensure the highest possible return.

### **Communication & Monitoring:**

Management will train employees to understand the various compliance requirements set forth in the Uniform Guidance property management standards. Periodic testing of established controls shall be performed to ensure that all reporting and property management requirements are satisfied for both real property and equipment.

## **Subrecipient Risk Assessment & Monitoring, 2 CFR §§ 200.331 to 200.333**

### **Overview:**

Expenditures of revenue loss funds are exempt from compliance with this section. See [Final Rule FAQ 13.15](#). Each unit must design its own system of internal controls over subrecipient selection and monitoring that meet the requirements set forth in 2 CFR 200.331-.333.

### **Objective:**

- Ensure compliance with requirements set forth in the Subaward Policy, which sets forth the UG compliance requirements in 2 CFR 200.331-.333.

### **Control Activities:**

- Pamlico County has adopted a Subaward Policy. The policy outlines processes and control activities for the selection and oversight of subrecipients.
- Subrecipient agreements are reviewed and approved by knowledgeable staff to ensure all compliance requirements are captured and that all required elements set forth in 2 CFR § 200.332 are included.
- Management tracks subaward notifications and maintains copies of executed subaward agreements.
- Management conducts subrecipient risk assessments and approves individual subrecipient monitoring plans.
- Management requires a standard template to document all subrecipient agreements that includes the required elements outlined in the UG.
- Supervisors periodically reconcile subrecipient monitoring plans with actual monitoring activities that have been undertaken to ensure monitoring occurs as scheduled.
- Segregation of duties exists between those monitoring a subrecipient and those approving the conclusions regarding the subrecipient's compliance.

### **Communication & Monitoring:**

Management shall be responsible for communicating the compliance requirements and specific award terms and conditions to subrecipients. Management will ensure that external stakeholders are apprised of any subaward agreements executed using ARP/CSLFRF funds

and the intended purpose of the supported program. Management shall conduct ongoing monitoring to ensure staff is selecting eligible subrecipients and is adequately monitoring each subrecipient's compliance with the terms set forth in the subaward agreement.

### **Program Income, 2 CFR § 200.307**

#### **Overview:**

Program income relates to gross income earned from expenditures of federal awards, such as income from fees for services performed, the use or rental of property acquired with program funds, and for the sale of items fabricated under the program. Program income is only triggered when income will be earned under the COVID-19/Economic Impacts Category or for income earned on a water/wastewater infrastructure project. When program income is earned, it is added back to the total ARP/CSLFRF award allocation.

#### **Objectives:**

1. Separately track and account for program income during the ARP/CSLFRF award's period of performance.
2. Expend program income on eligible projects and programs during the period of performance (program income is added to the total ARP/CSLFRF award).

#### **Control Activities:**

- On a monthly basis, recorded program income is reconciled with supporting documentation, such as loan ledgers and other accounting records.
- Program income is separately tracked and accounted for within the grant project ordinance.
- Management ensures program income is added to the total ARP/CSLFRF award and used to support eligible projects and programs.
- Individuals who collect cash or other receipts are different from those who deposit receipts, generate invoices, record general ledger activity, and reconcile bank statements.

#### **Communication & Monitoring:**

Management shall identify program income requirements and communicate compliance requirements to staff. Management shall periodically review accounting records to ensure program income is separately accounted for during the award period of performance.

## **Policy Checklist**

### **Required UG Policies:**

The following policies are required to ensure compliance with the Uniform Guidance:

- Eligible Use Policy (details the allowable activities under the ARP/CSLFRF award),
- Cost Principles/Allowable Cost Policy, and
- Conflict-of-Interest Policy.

### **Optional UG Policies:**

These policies should be adopted if the programs or activities undertaken by the unit trigger compliance with any of the following UG compliance requirements:

- Subaward Policy,
- Property Management Policy, and
- Program Income Policy.

### **Required Policies Under the ARP/CSLFRF Award Terms & Conditions:**

- Procurement Policy,
- Records Retention Policy (ARP/CSLFRF records shall be maintained for five years after the period of performance),
- Civil Rights Compliance Policy, and
- Nondiscrimination Policy.

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

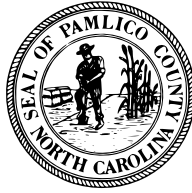
DOUG BRINSON - AT LARGE

KARI FORREST – AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT – TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request For Approval To Authorize The County Manager To Approve Year End (2025-2026) Budget Amendments

Pamlico County Finance Officer humbly requests the Pamlico County Board of Commissioners to consider for approval pursuant to the Pamlico County Budget Ordinance for the County Manager to exercise authority to transfer allocations between departments within the same fund through June 30, 2026, with a report due to the governing board at the next regularly scheduled meeting on July 6, 2026.

Please see the letter of request for your review and consideration.



**BOARD OF COMMISSIONERS**

**CHAIRMAN**

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**VICE-CHAIRMAN**

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MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

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**Memorandum**

**To:** Pamlico County Board of Commissioners

**From:** S A S K  
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**Ref:** E ' B A

**Date:** K 1

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# M

K K b

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

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**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request For Approval Of The Pamlico County Consolidated Health Services & Health Advisory Board Handbook 2026

Pamlico County Health Director respectfully requests the Pamlico County Board of Commissioners to consider for approval of the Pamlico County Consolidated Health Services & Health Advisory Board Handbook 2026.

Please see a copy of the Pamlico County Consolidated Health Services & Health Advisory Board Handbook 2026 for your review and consideration.



# Pamlico County Consolidated Health Services & Health Advisory Board Handbook 2026



Pamlico County Health Department  
203 North Street  
PO box 306  
Bayboro, NC 28515  
252.745.5111  
Health Director: Melanie R. Dixon

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The Pamlico County Consolidated Health & Human Services Board Handbook was presented to the CHHS Board members on \_\_\_\_\_.

\_\_\_\_\_ Date: \_\_\_\_\_

Ken Heath, Chairman of the Consolidated Health & Human Services Board

## **Pamlico County Overview**

Pamlico County, known as the Sailing Capital of North Carolina, is in the Coastal Plains portion of the state. Although Scots and English settlers first arrived at this land after the Tuscarora war in the early 1700s, the area was already inhabited by the Pampticoe Tribe of Native Americans. The Pampticoe called this beautiful county "TaTaku" which translates to: "Where the land and the sea meet the sky. Pamlico County is in Eastern North Carolina, essentially a peninsula surrounded by the Neuse River, Pamlico Sound, the Bay River, and the Pamlico River. Protected by the Outer Banks and surrounding counties of Carteret, Craven, and Beaufort.

Pamlico County boasts of miles and miles of pristine estuarial waters. The waters are the perfect environment for fish, waterfowl, marshland, and vacationers, sailing enthusiasts, sportsmen, and land developers lured by the beauty and isolation of Pamlico. A large portion of the local economic base is directly tied to farming, fishing, forestry, and tourism with the recreation and retirement industries becoming a more important economic sector as time goes on. Fishing, farming, and forestry remain Pamlico County's most major industries.

## **Mission Statement**

The mission of the Pamlico County Health Department is to promote the optimal health of Pamlico County residents through high-quality, professional services, fostering public trust, minimizing identified public health risks, and ensuring the safety of the environment for future generations.

- We **PROTECT** residents from environmental risks such as exposure to lead, foodborne diseases, waterborne diseases, and communicable diseases.
- We **PROMOTE** individual, family, and community health behaviors which maintain and/or increase the span of healthy life.
- We **ASSURE** and/or advocate for access to essential preventive health services for all residents.

Our mission is accomplished through a commitment to quality and customer-centered services.

## **Vision Statement**

Pamlico County Health Department will provide confidential, individual, and community interventions regardless of race, color, creed, marital status, national origin, political beliefs, sex, age, or handicap, with respect and integrity of available resources in accordance with federal, state, and local guidelines.

## **Values**

The values of public health include freedom, equity, truth, and solidarity, as they focus on promoting and protecting the health of entire communities by addressing fundamental

causes of disease, empowering vulnerable populations, and respecting human rights through evidence-based and participatory approaches. Other key values are professionalism, integrity, compassion, community engagement, and cultural competence, all of which are essential for building public trust and achieving the collective goal of a healthier society.

Pamlico County Health Department's values also include trustworthiness, effective communication, and professionalism.

### ***Trustworthiness***

Definition: Trustworthy is being honest, fair, dependable, and worthy of confidence.

Behaviors:

1. When you are wrong, admit it.
2. Be where you say you're going to be and do what you say you're going to do.
3. Walk the talk; practice what you preach.
4. Respect the privacy of customers and coworkers.
5. Be truthful, yet compassionate.
6. Be impartial and fair to customers and each other.

### ***Effective Communication***

Definition: Ability to clearly disseminate and receive information in all interactions in a manner that treats the customer and coworkers with respect and compassion.

Behaviors:

1. Share thoughts, concerns, and expectations with each other.
2. Let people finish talking; don't interrupt.
3. Talk to others the way you'd like to be talked to.
4. Praise more than you criticize.
5. Get the facts; don't spread rumors.
6. Have good eye contact.
7. Deal with the facts; don't get personal or take it personally.
8. Share information with those who need to know it.
9. Ask for opinions and input from others.

### ***Professionalism***

Definition: We serve customers with competence, integrity, and a positive attitude.

Behaviors:

1. Be a self-starter; don't wait to be asked.
2. Be polite.
3. Be accountable for your behavior.

4. Don't push your beliefs on others.
5. Support and promote agency goals and objectives.
6. Demonstrate knowledge and skills in your area of expertise.
7. Maintain confidentiality.
8. Seek opportunities to learn more.

## **Public Health Code of Ethics**

North Carolina's public health ethics are primarily guided by the national [American Public Health Association \(APHA\) Public Health Code of Ethics](#) and state-specific regulations, like those from the [NC Department of Health and Human Services \(DHHS\)](#) and [Chapter 130A of the General Statutes](#), which outline the mission to promote the highest attainable health for all citizens. This framework emphasizes principles such as addressing fundamental causes of disease, respecting individual rights while achieving community health, ensuring community input in policy, promoting access to resources for all, and protecting confidentiality.

## **Principles of Ethics for Public Health**

1. Public health should address principally the fundamental causes of disease and requirements for health, aiming to prevent adverse health outcomes.
2. Public health should achieve community health in a way that respects the rights of individuals in the community.
3. Public health policies, programs, and priorities should be developed and evaluated through processes that ensure an opportunity for input from community members.
4. Public health should advocate and work for the empowerment of disenfranchised community members, aiming to ensure that the basic resources and conditions necessary for health are accessible to all.
5. Public health should seek the information needed to implement effective policies and programs that protect and promote health.
6. Public health institutions should provide communities with the information they have that is needed for decisions on policies or programs and should obtain the community's consent for their implementation.
7. Public health institutions should act in a timely manner on the information they have within the resources and the mandate given to them by the public.
8. Public health programs and policies should incorporate a variety of approaches that anticipate and respect diverse values, beliefs, and cultures in the community.
9. Public health programs and policies should be implemented in a manner that most enhances the physical and social environment.
10. Public health institutions should protect the confidentiality of information that can bring harm to an individual or community if made public. Exceptions must be justified on the basis of the high likelihood of significant harm to the individual or others.

11. Public health institutions should ensure the professional competence of their employees.
12. Public health institutions and their employees should engage in collaborations and affiliations in ways that build the public’s trust and the institution’s effectiveness.

## Public Health Services: 10 Essentials

The 10 Essential Public Health Services provide a framework for public health to protect and promote the health of all people in all communities. To achieve equity, the Essential Public Health Services actively promote policies, systems, and overall community conditions that enable optimal health for all and seek to remove systemic and structural barriers that have resulted in health inequities. Such barriers include poverty, racism, gender discrimination, ableism, and other forms of oppression. Everyone should have a fair and just opportunity to achieve optimal health and well-being (10 Essential Public Health Services, <https://phnci.org/uploads/resourcefiles/EPHS-English.pdf>).



### ***Essential Public Health Service #1:***

Assess and monitor population health status, factors that influence health and community needs and assets.

### ***Essential Public Health Service #2:***

Investigate, diagnose, and address health problems and hazards affecting the population.

### ***Essential Public Health #3:***

Communicate

effectively to inform and educate people about health, factors that influence it, and how to improve it.

### ***Essential Public Health Service #4:***

Strengthen, support, and mobilize communities and partnerships to improve health.

***Essential Public Health Service #5:***

Create, champion, and implement policies, plans, and laws that impact health.

***Essential Public Health Service #6:***

Utilize legal and regulatory actions designed to improve and protect the public’s health.

***Essential Public Health Service #7:***

Assure an effective system that enables equitable access to individual services and care needed to be healthy.

***Essential Public Health Service #8:***

Build and support a diverse and skilled public health workforce.

***Essential Public Health Service #9:***

Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.

***Essential Public Health Service #10:***

Build and maintain a strong organizational infrastructure for public health.

Pamlico County Health Department offers a wide variety of public health and primary care services. Some services are on a sliding fee scale for individuals who qualify.

**Mandated Services**

| PROVIDE:  | PROVIDE or ASSURE:   |
|---|--|
| <ul style="list-style-type: none"> <li>•On-site water supply</li> <li>•Sanitary sewage collection, treatment, &amp; disposal</li> <li>•Food, lodging, &amp; institutional sanitation</li> <li>•Communicable disease control</li> <li>•Vital records registration (public health-specific responsibilities)</li> </ul> | <ul style="list-style-type: none"> <li>•Child health</li> <li>•Maternal health</li> <li>•Family planning</li> <li>•Dental public health</li> <li>•Adult health</li> <li>•Public health laboratory</li> </ul> |

## **Pamlico County Health Department List of Services**

### ***Mandated and Other Clinical Services:***

- Adult Health (acute sick care)
- Family Planning (Reproductive Health)
- Immunizations (Adult and Child)
- Laboratory Services
- Communicable Disease Control such as: Rabies Investigation (Human Bites), TB investigations(Screenings, Management, and Treatment)
- Care Management for High Risk Pregnancies (CMHRA) referrals
- Care Management for At-Risk Children (CMARC) referrals
- Breast and Cervical Cancer Control (BCCCP)
- Chain of Custody Drug Screenings
- Interpreter Services for Spanish and other non-English languages
- Depression and Anxiety Screening
- DOT/Commercial Driver's License Medical Physicals
- Foster Care/Guardian Physicals
- In-house Drug and Alcohol Screening
- Mental and Behavioral Health Referrals
- Pre-Employment Physicals
- Pre-Participation Examinations (Sports Physicals)
- Primary Care
- Sexually Transmitted Infection/Disease (STI/STD) Screening and Treatment
- STD Express Clinic for Asymptomatic Clients
- Smoking Cessation Counseling
- Telehealth
- USCG Merchant Mariner Medical Physicals

### ***WIC Services:***

The Women, Infants, and Children (WIC) Program provides nutrition education, supplemental foods, breastfeeding consultation, and referrals for healthcare to qualified children from birth to five, pregnant and post-partum women and caregivers/guardians. The Pamlico County Health Department is a breastfeeding-friendly environment with a designated breastfeeding room.

<https://www.ncdhhs.gov/usda-nondiscrimination-statement>

<https://www.ncdhhs.gov/divisions/child-and-family-well-being/community-nutrition-services-section/wic/participants/limited-english-proficiency>

### ***Clinic Support Services:***

- CPR/First Aid/AED/Stop the Bleed Training and Certification
- Child Car Seat Safety Technician

### ***Mandated and Provided Services in Environmental Health as required per NC***

#### ***Laws & Regulations:***

- Permitting Sewage Treatment Systems and Private Drinking Water Wells
- Food/Lodging and Institutions Inspections & Plan Reviews (hotel, motel, bed & breakfast Inns & Homes, Summer Camps, Primitive Camps, Concession Stands, Mobile Food Units, Temporary Food Establishments, Push Carts)
- School and Day Care Inspections & Plan Reviews
- Swimming Pool Inspections & Plan Reviews
- Tattoo Parlor Inspections & Plan Reviews
- Nursing Home Inspections & Plan Reviews
- Residential Home Inspections
- Lead Investigations & Sampling
- Jail Sanitation Inspections
- Vector Control: Mosquito Identification, Mosquito Trappings, Landing Logs, Aerial Spraying, Larvicide Treatments, Education.
- Migrant Housing Sanitation and Well Inspections
- Well-Water Sampling
- Public Health Nuisance Complaint Investigations

## **Mandated and Other Services/Programs :**

- Vital Records
- Healthy Communities
- Animal Services
- Dangerous Dog Hearings
- Local Fatality Review Team-LRT; previously Child Fatality Prevention Team

## **Pamlico County Health Department Operational Hours**

Pamlico County Health Department's operational hours are Monday through Friday from 8:00 am to 5:00 pm and closed during North Carolina OSHR-recognized holidays.

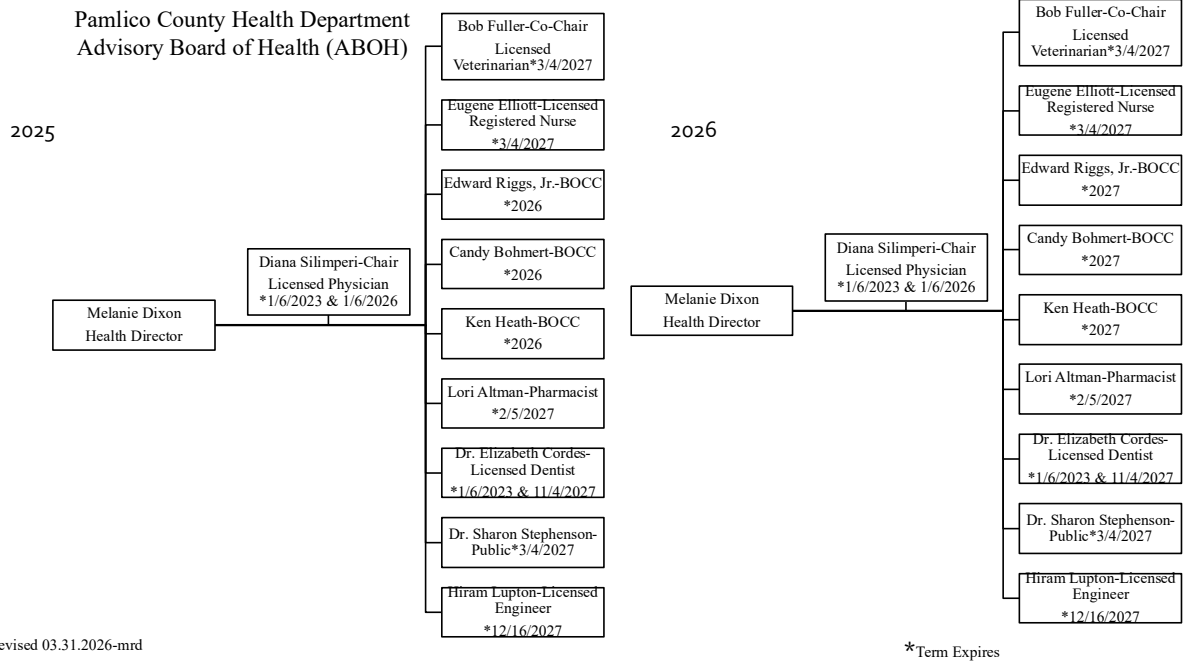
- Physical Address: 203 North Street, Bayboro, NC 28515
- Mailing Address: Post Office Box 306, Bayboro, NC 28515

Pamlico County Health Department information is accessible:

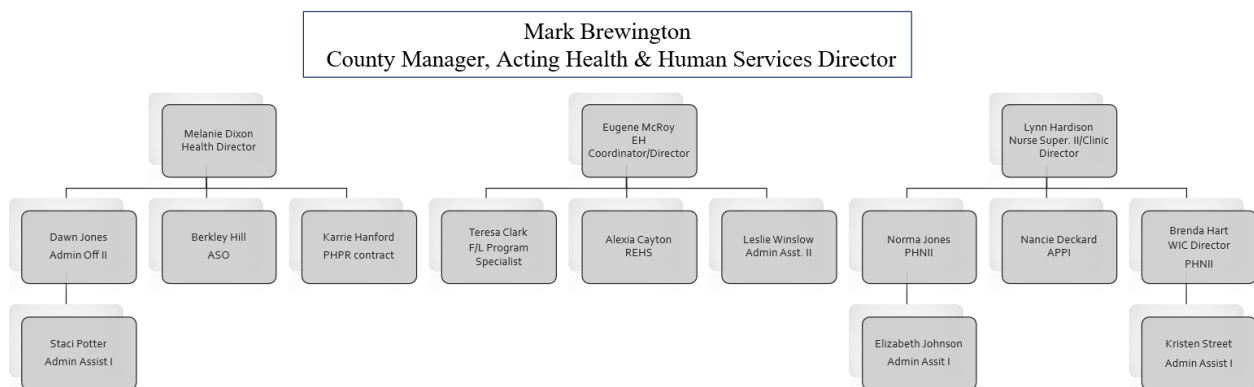
- Website: [www.pamlicocounty.org](http://www.pamlicocounty.org)
- Facebook: [www.facebook.com/pamlicocountyhealthdepartment/](https://www.facebook.com/pamlicocountyhealthdepartment/)
- GoGov: County of Pamlico

## **Pamlico County Health Department New Structure and Organizational Charts**

The Pamlico County Health Department became part of the Consolidated Health & Human Services January 5, 2026, with the County Manager Mark Brewington becoming the Acting Health and Human Services Director. The Board of Commissioners will still act as our Board of Health and the Health Department will still have an active Advisory Board of Health. The new organizational structure and Delegation of Authority was updated January 27, 2026.

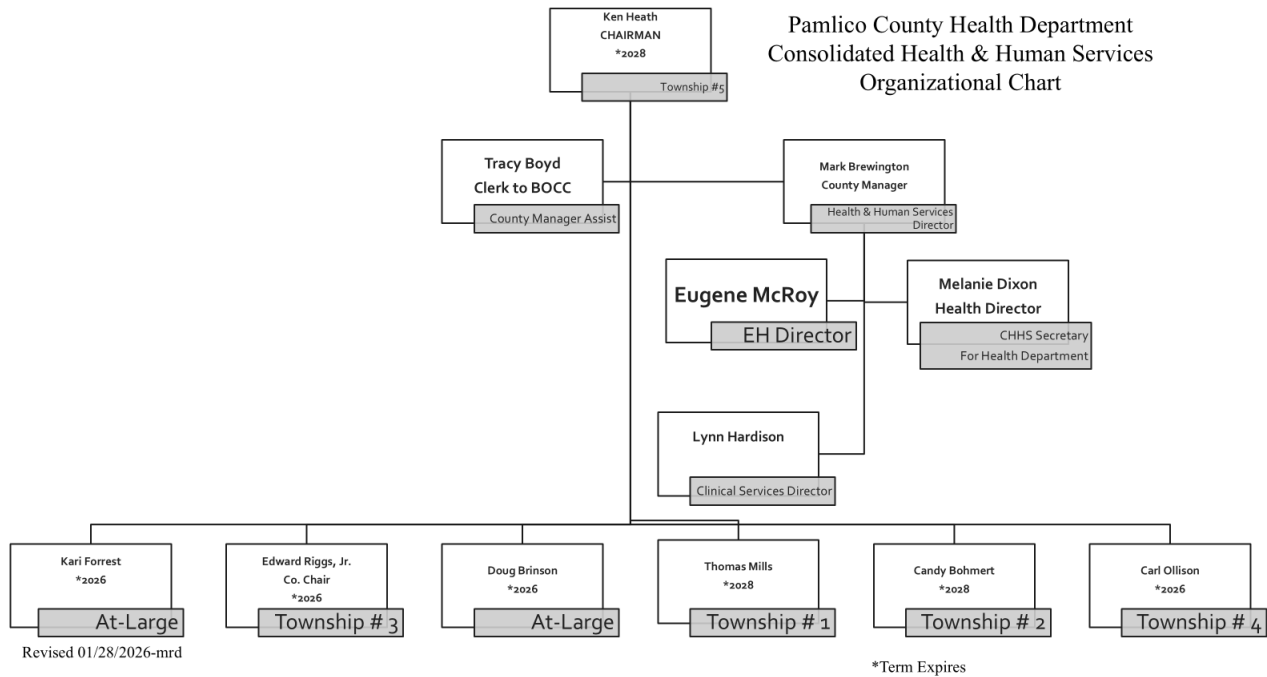


## Pamlico County Health Department Organizational Chart

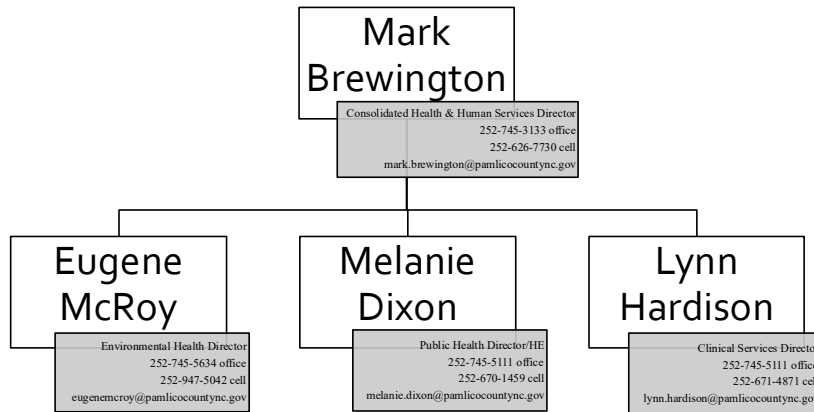


Revised 02.05.2026-mrd

Pamlico County Health Department  
Consolidated Health & Human Services  
Organizational Chart

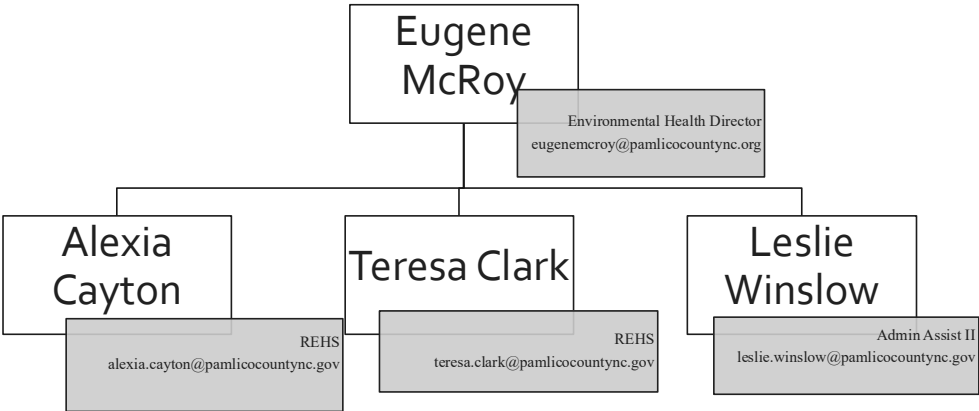


Pamlico County Health Department Executive  
Team Organizational Chart & Call Down



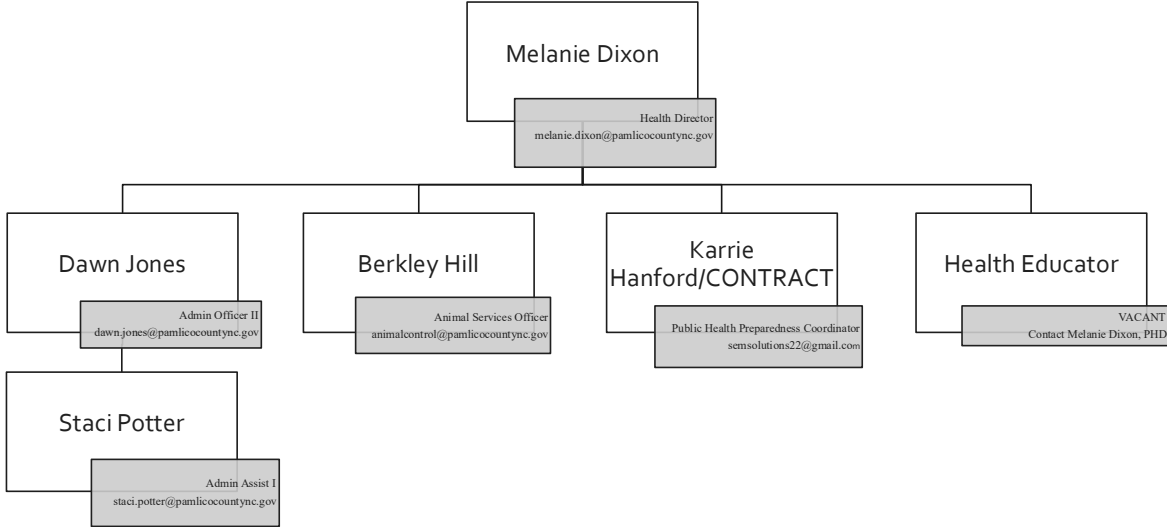
Revised 01/27/2026 smb

# Environmental Health Organizational



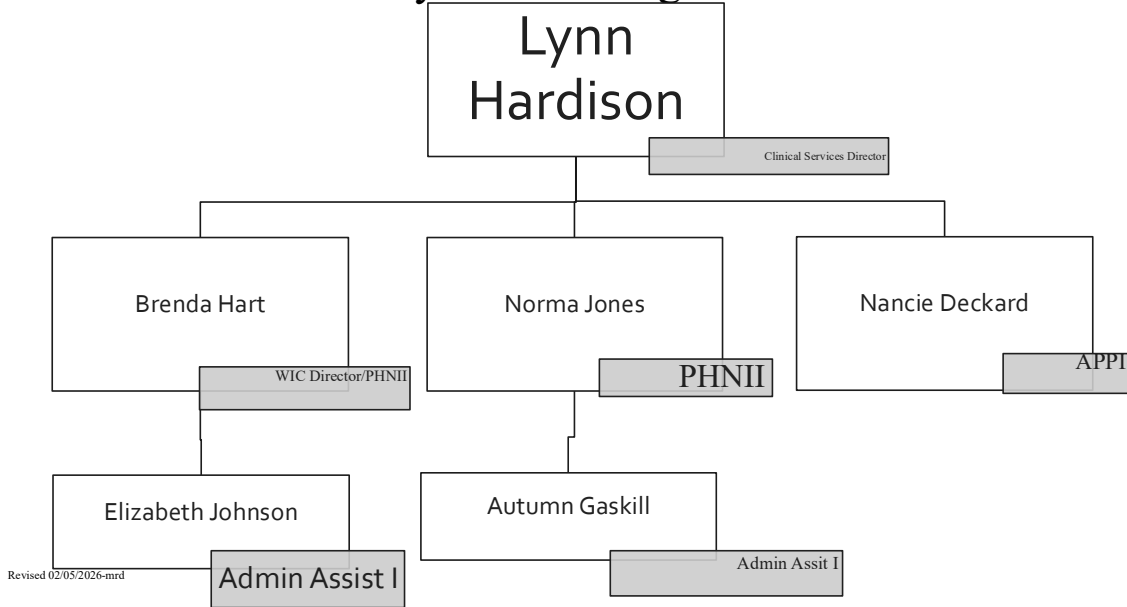
Revised 02/02/2026-mrd

# Pamlico County Public Health Director Organizational

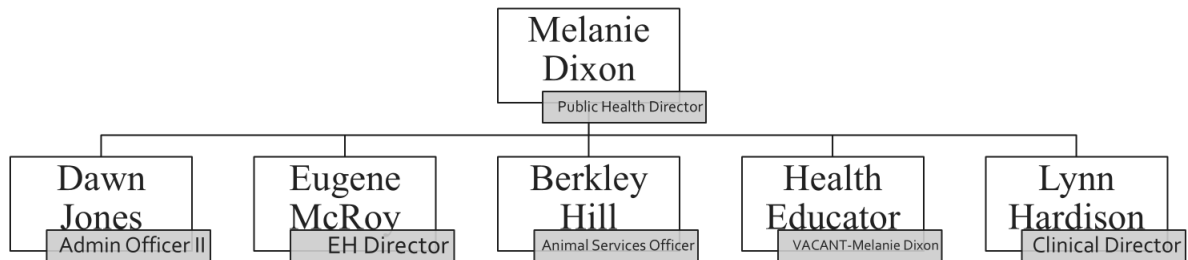


Revised 02/02/2026-mrd

## Pamlico County Clinical Organizational Chart

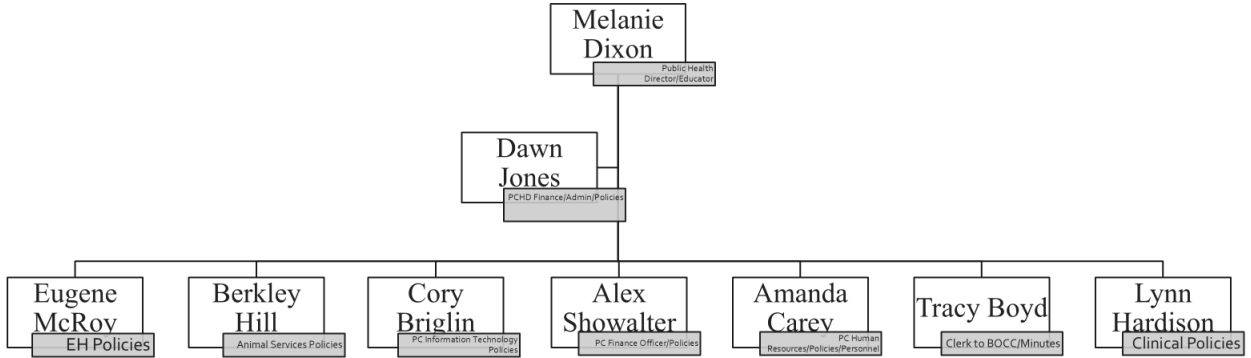


## Pamlico County Health Department Quality Assurance/Improvement & Policy Committee Management Team or Designated Proxy



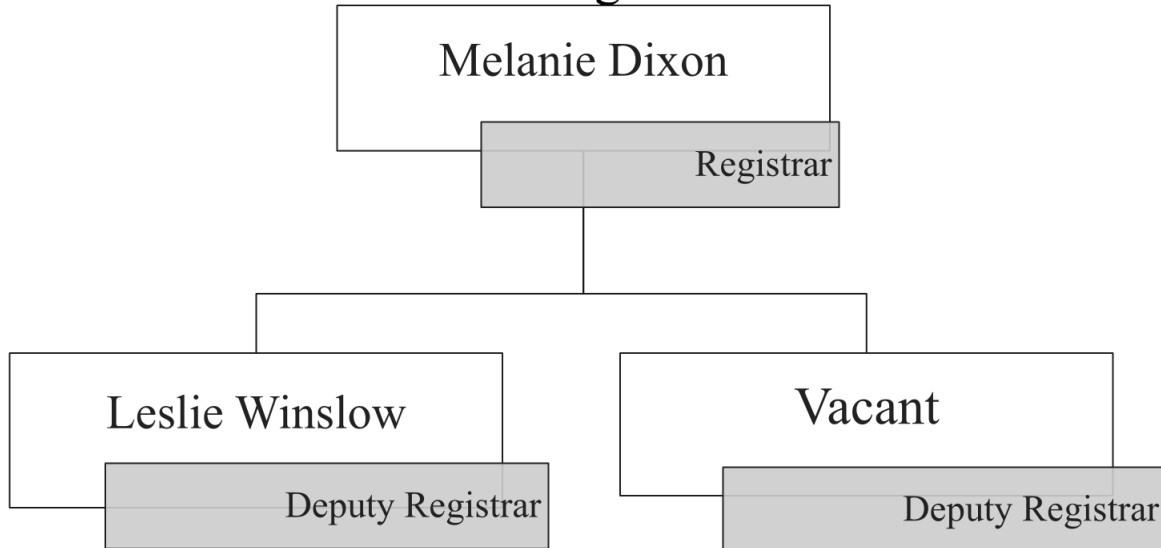
Revised 02/02/2026-mrd

# Pamlico County Health Department Accreditation Team/Committee



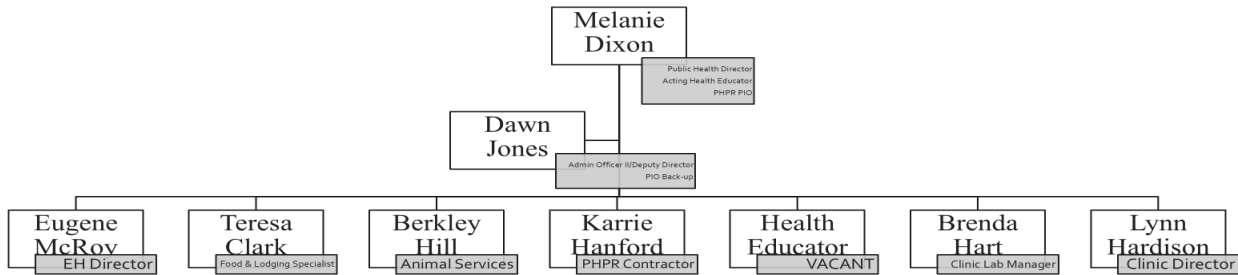
Revised 02/02/2026-mrd

# Pamlico County Health Department Vital Records Organizational Chart



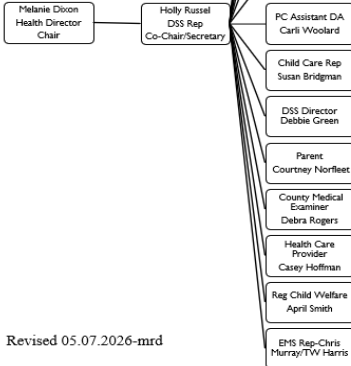
Revised 02/02/2026-mrd

# Pamlico County Health Department Preparedness/Epidemiology Team Committee



Revised 02/02/2026-mrd

## Local Fatality Review Team or LRT



Revised 05.07.2026-mrd

### Required Local Team Membership

Per G.S. 7B-1407, each Local Team must meet at least twice a year and must consist of:

- \*The director of the county DSS or the director of the consolidated human services agency, or the director's designee, who must be a member of senior management;
- \*A staff member of the county DSS or of the consolidated human services agency, appointed by the county DSS or the consolidated human services agency;
- \*A local law enforcement officer, appointed by the BOCC;
- \*An attorney from the district attorney's office, appointed by the district attorney;
- \*The executive director of the local community action agency, as defined by NCDHHS, or the executive director's designee;
- \*The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
- \*A member of the county board of social services, appointed by the chair of that board;
- \*A local mental health professional, appointed by the director of the area authority established under G.S. Chapter 122C;
- \*The local guardian ad litem coordinator, or the coordinator's designee;
- \*The director of the local health department, or the director's designee, who must be a member of senior management;
- \*A local health care provider, appointed by the local board of health;
- \*An emergency medical services provider or firefighter, appointed by the BOCC;
- \*A district court judge, appointed by the chief district court judge in that judicial district;
- \*A county medical examiner, appointed by the Chief Medical Examiner;
- \*A representative of a local childcare facility or Head Start program, appointed by the director of the county DSS; and
- \*A parent of a child who died before reaching the child's eighteenth birthday, to be appointed by the BOCC.

| Role of Mandated Appointed Members   | Name of Mandated Appointed Member  |
|--|--|
| Director of the county department of social services or the director of the consolidated human services agency | Debbie Green - DSS Director  |
| Additional staff member of the county department of social services or the consolidated human services agency  | Holly Russell - DSS Program Manager of Children & Adult Services   |
| Director of the local department of public health  | Melanie Dixon - Health Dept. Director  |
| Local law enforcement officer  | Shane Hardison - Investigator for Pamlico County's Sheriff's Office  |
| Attorney from the district attorney's office   | Carli Woolard - ADA for Abuse & Neglect for the district   |
| Executive director of the local community action agency, or designee   | Nicole Pollard - Director of Community Action Agency   |
| Superintendent of each local school administrative unit located in the county, or designee                     | Henry Rice - Executive Director of Administrative Services for Pamlico County Schools                          |
| Member of the county board of social services  | Kenny Heath - DSS Board Member & County Commissioner   |
| Local mental health professional   | Tiffanie Herring - Trillium MH professional  |
| Local guardian ad litem coordinator, or designee   | Antoinette Boskey - GAL District Administrator   |
| Local health care provider   | Casey Hoffman - Director of local CAC - Children's Advocacy Center   |
| Emergency medical services provider or firefighter   | Chris Murray - Pamlico County Emergency Management Director/Fire Marshal<br>T.W. Harris - Pamlico Rescue Squad |
| District court judge   | Taysia Dewitt - District Court Judge - designated by District Court Judge Walter Mills                         |
| County medical examiner  | Debra Rogers - County Medical Examiner   |
| Representative of a local childcare facility or Head Start program   | Susan Bridgman - Executive Director of Pamlico Partnership for Children/Pre-K Program                          |
| Parent of a child who died before reaching the child's eighteenth birthday                                     | Courtney Norfleet - Parent of a child who died prior to their 18 <sup>th</sup> birthday                        |
| Regional Child Welfare Consultant (RCWC)   | April Smith and/or Mary Torr and/or Jizelle Hirsch - Region 6 RCWCs  |

## Pamlico County Health Department Clinical Programs

| Clinic Director | PROGRAMS   | LEAD     | BACK-UP  |
|-----------------|--|----------|----------|
| Lynn Hardison   | Child Health ASSURED                             | HART     | JONES    |
|                 | Maternal Health ASSURED                          | JONES    | HART     |
|                 | Family Planning PROVIDE                          | JONES    | HART     |
|                 | Immunization PROVIDE                             | JONES    | HART     |
|                 | Breast & Cervical Cancer Control Program PROVIDE | HART     | JONES    |
|                 | Communicable Diseases MANADATED                  | HARDISON | HART     |
|                 | Adult Health PROVIDE                             | JONES    | HARDISON |
|                 | Primary Care PROVIDE                             | JONES    | HARDISON |
|                 | Lab Services PROVIDE                             | HART     | HARDISON |
|                 | WIC PROVIDE                                      | HART     | VACANT   |
|                 | CMARC(Child Health) ASSURED                      | HART     | JOHNSON  |

**Mandated Program (Clinic) per 10A NCAC 46 .0201-.0216:**

Communicable Disease(STI/TB/Rabies)

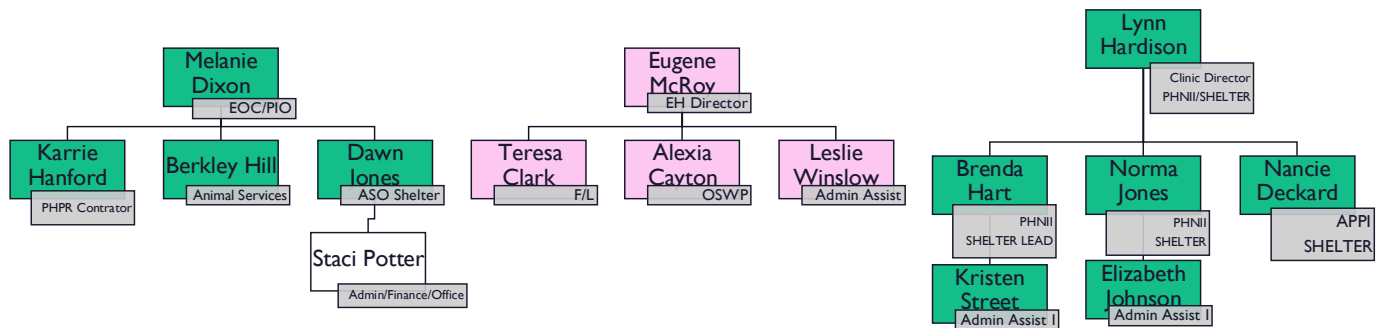
**Must Provide, Contract or Certify:**

- Adult Health
- Home Health
- Dental Public Health
- Maternal Health
- Child Health
- Family Planning
- Public Health Laboratory

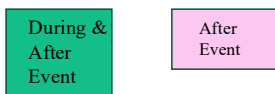
CMARC-Care Management for At-Risk Children

Revised: 05.13.2026-mrd

## Pamlico County Health Department Shelter Operations/EOC/After Event Organizational Chart



Duties will be assigned by Supervisors for each individual event.  
This Org chart demonstrates Shelter Opening during a Hurricane Event.



Revised 02/02/2026-mrd

## **Orientation of the Pamlico County Consolidated Health and Human Services Board**

The following North Carolina General Statutes are critical to every Board of Health member appointed to serve on their local Board of Health by the Board of County Commissioners or County Commissioners assuming the duties of the local Board of Health (North Carolina General Statutes [www.ncleg.gov/Laws/GeneralStatuteSections/Chapter130A](http://www.ncleg.gov/Laws/GeneralStatuteSections/Chapter130A) , [www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-318.11.html](http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-318.11.html) ).

### **Key North Carolina General Statutes Relevant to Local Health Departments**

#### **§ 130A-22. Administrative penalties.**

(a) The Secretary of Environmental Quality may impose an administrative penalty on a person who violates Article 9 of this Chapter, rules adopted by the Environmental Management Commission pursuant to Article 9, or any term or condition of a permit or order issued under Article 9. Each day of a continuing violation shall constitute a separate violation. The penalty shall not exceed fifteen thousand dollars (\$15,000) per day in the case of a violation involving nonhazardous waste. The penalty shall not exceed thirty-two thousand five hundred dollars (\$32,500) per day in the case of a first violation involving hazardous waste as defined in G.S. 130A-290 or involving the disposal of medical waste as defined in G.S. 130A-290 in or upon water in a manner that results in medical waste entering waters or lands of the State; and shall not exceed fifty thousand dollars (\$50,000) per day for a second or further violation involving the disposal of medical waste as defined in G.S. 130A-290 in or upon water in a manner that results in medical waste entering waters or lands of the State. The penalty shall not exceed thirty-two thousand five hundred dollars (\$32,500) per day for a violation involving a voluntary remedial action implemented pursuant to G.S. 130A-310.9(c) or a violation of the rules adopted pursuant to G.S. 130A-310.12(b). For violations of Part 7 of Article 9 of this Chapter and G.S. 130A-309.10(m): (i) a warning shall be issued for a first violation; (ii) the penalty shall not exceed two hundred dollars (\$200.00) for a second violation; and (iii) the penalty shall not exceed five hundred dollars (\$500.00) for subsequent violations. If a person fails to pay a civil penalty within 60 days after the final agency decision or court order has been served on the violator, the Secretary of Environmental Quality shall request the Attorney General to institute a civil action in the superior court of any county in which the violator resides or has his or its principal place of business to recover the amount of the assessment. Such civil actions must be filed within three years of the date the final agency decision or court order was served on the violator.

(a1) Part 5 of Article 21A of Chapter 143 of the General Statutes shall apply to the determination of civil liability or penalty pursuant to subsection (a) of this section.

(b) The Secretary of Environmental Quality may impose an administrative penalty on a person who violates G.S. 130A-325. Each day of a continuing violation shall constitute a separate violation. The penalty shall not exceed twenty-five thousand dollars (\$25,000) for each day the violation continues.

(b1) The Secretary may impose an administrative penalty on a person who violates Article 19 of this Chapter or a rule adopted pursuant to that Article. Except as provided in subsection (b2) of

this section, the penalty shall not exceed one thousand dollars (\$1,000) per day per violation. Until the Department has notified the person of the violation, a continuing violation shall be treated as one violation. Each day thereafter of a continuing violation shall be treated as a separate violation.

In determining the amount of a penalty under this subsection or subsection (b2) of this section, the Secretary shall consider all of the following factors:

- (1) The degree and extent of harm to the natural resources of the State, to the public health, or to private property resulting from the violation.
- (2) The duration and gravity of the violation.
- (3) The effect on air quality.
- (4) The cost of rectifying the damage.
- (5) The amount of money the violator saved by noncompliance.
- (6) The prior record of the violator in complying or failing to comply with Article 19 of this Chapter or a rule adopted pursuant to that Article.
- (7) The cost to the State of the enforcement procedures.
- (8) If applicable, the size of the renovation and demolition involved in the violation.

(b2) The penalty for violations of the asbestos NESHAP for demolition and renovation, as defined in G.S. 130A-444, shall not exceed ten thousand dollars (\$10,000) per day per violation. Until the Department has provided the person with written notification of the violation of the asbestos NESHAP for demolition and renovation that describes the violation, recommends a general course of action, and establishes a time frame in which to correct the violations, a continuing violation shall be treated as one violation. Each day thereafter of a continuing violation shall be treated as a separate violation. A violation of the asbestos NESHAP for demolition and renovation is not considered to continue during the period a person who has received the notice of violation is following the general course of action and complying with the time frame set forth in the notice of violation.

(b3) The Secretary may impose an administrative penalty on a person who violates Article 19A or 19B of this Chapter or any rules adopted pursuant to Article 19A or 19B of this Chapter. Each day of a continuing violation is a separate violation. The penalty shall not exceed five thousand dollars (\$5,000) for each day the violation continues for Article 19A of this Chapter. The penalty shall not exceed five thousand dollars (\$5,000) for each day the violation continues for Article 19B of this Chapter. The penalty authorized by this section does not apply to a person who is not required to be certified under Article 19A or 19B.

(c) The Secretary may impose an administrative penalty on a person who willfully violates Article 11 of this Chapter, rules adopted by the Commission pursuant to Article 11 or any condition imposed upon a permit issued under Article 11. An administrative penalty may not be imposed upon a person who establishes that neither the site nor the system may be improved or a new system installed so as to comply with Article 11 of this Chapter. Each day of a continuing violation shall constitute a separate violation. The penalty shall not exceed fifty dollars (\$50.00) per day in the case of a wastewater collection, treatment and disposal system with a design daily flow of no more than 480 gallons or in the case of any system serving a single one-family dwelling. The penalty shall not exceed three hundred dollars (\$300.00) per day in the case of a wastewater collection, treatment and disposal system with a design daily flow of more than 480 gallons which does not serve a single one-family dwelling.

(c1) The Secretary may impose a monetary penalty on a vendor who violates rules adopted by the Commission pursuant to Article 13 of this Chapter when the Secretary determines that disqualification would result in hardship to participants in the Women, Infants, and Children

(WIC) program. The penalty shall be calculated using the following formula: multiply five percent (5%) times the average dollar amount of the vendor's monthly redemptions of WIC food instruments for the 12-month period immediately preceding disqualification, then multiply that product by the number of months of the disqualification period determined by the Secretary.

(d) In determining the amount of the penalty in subsections (a), (b) and (c), the Secretary and the Secretary of Environmental Quality shall consider all of the following factors:

- (1) Type of violation.
- (2) Type of waste involved.
- (3) Duration of the violation.
- (4) Cause (whether resulting from a negligent, reckless, or intentional act or omission).
- (5) Potential effect on public health and the environment.
- (6) Effectiveness of responsive measures taken by the violator.
- (7) Damage to private property.
- (8) The degree and extent of harm caused by the violation.
- (9) Cost of rectifying any damage.
- (10) The amount of money the violator saved by noncompliance.
- (11) The violator's previous record in complying or not complying with the provisions of Article 9 of this Chapter, Article 11 of this Chapter, or G.S. 130A-325, and any regulations adopted thereunder, as applicable to the violation in question.

(e) A person contesting a penalty shall, by filing a petition pursuant to G.S. 150B-23(a) not later than 30 days after receipt by the petitioner of the document which constitutes agency action, be entitled to an administrative hearing and judicial review in accordance with Chapter 150B of the General Statutes, the Administrative Procedure Act.

(f) The Commission shall adopt rules concerning the imposition of administrative penalties pursuant to this section that are under authority of the Secretary, and the Environmental Management Commission shall adopt rules concerning the imposition of administrative penalties pursuant to this section that are under authority of the Secretary of Environmental Quality.

(g) The Secretary or the Secretary of Environmental Quality may bring a civil action in the superior court of the county where the violation occurred or where the defendant resides to recover the amount of an administrative penalty authorized under this section whenever a person:

- (1) Who has not requested an administrative hearing in accordance with subsection (e) of this section fails to pay the penalty within 60 days after being notified of the penalty; or
- (2) Who has requested an administrative hearing fails to pay the penalty within 60 days after service of a written copy of the final agency decision.

(h) A local health director may impose an administrative penalty on any person who willfully violates the wastewater collection, treatment, and disposal rules of the local board of health adopted pursuant to G.S. 130A-335(c) or who willfully violates a condition imposed upon a permit issued under the approved local rules. An administrative penalty may not be imposed upon a person who establishes that neither the site nor the system may be improved or a new system installed so as to comply with Article 11 of this Chapter. The local health director shall establish and recover the amount of the administrative penalty in accordance with subsections (d) and (g). Each day of a continuing violation shall constitute a separate violation. The penalty shall not exceed fifty dollars (\$50.00) per day in the case of a wastewater collection, treatment and disposal system with a design daily flow of no more than 480 gallons or in the case of any system serving a single one-family dwelling.

The penalty shall not exceed three hundred dollars (\$300.00) per day in the case of a wastewater collection, treatment and disposal system with a design daily flow of more than 480 gallons which does not serve a single one-family dwelling. A person contesting a penalty imposed under this subsection shall be entitled to an administrative hearing and judicial review in accordance with G.S. 130A-24. A local board of health shall adopt rules concerning the imposition of administrative penalties under this subsection.

(h1) A local health director may take the following actions and may impose the following administrative penalty on a person who manages, operates, or controls a public place or place of employment and fails to comply with the provisions of Part 1C of Article 23 of this Chapter or with rules adopted thereunder or with local ordinances, rules, laws, or policies adopted pursuant to Part 2 of Article 23 of this Chapter:

- (1) First violation. - Provide the person in violation with written notice of the person's first violation and notification of action to be taken in the event of subsequent violations.
- (2) Second violation. - Provide the person in violation with written notice of the person's second violation and notification of administrative penalties to be imposed for subsequent violations.
- (3) Subsequent violations. - Impose on the person in violation an administrative penalty of not more than two hundred dollars (\$200.00) for the third and subsequent violations.

Each day on which a violation of this Article or rules adopted pursuant to this Article occurs may be considered a separate and distinct violation. Notwithstanding G.S. 130A-25, a violation of Article 23 of this Chapter shall not be punishable as a criminal violation.

(i) The clear proceeds of penalties assessed pursuant to this section shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2.

(j) The Secretary of Environmental Quality may also assess the reasonable costs of any investigation, inspection, or monitoring associated with the assessment of the civil penalty against any person who is assessed a civil penalty under this section. (1983, c. 891, s. 2; 1987, c. 269, s. 2; c. 656; c. 704, s. 1; c. 827, s. 247; 1989, c. 742, s. 4; 1991, c. 691, s. 1; c. 725, s. 8; 1991 (Reg. Sess., 1992), c. 944, s. 11; 1993 (Reg. Sess., 1994), c. 686, s. 1; 1995, c. 504, s. 8; 1997-443, s. 11A.64; 1997-523, s. 2; 1998-215, s. 54(a); 2001-474, s. 21; 2002-154, s. 1; 2007-550, ss. 3(a), 4(a); 2009-27, s. 2; 2009-163, s. 2; 2009-488, s. 2; 2010-180, s. 14(c); 2011-145, s. 13.3(xx); 2013-378, s. 7; 2013-413, s. 49; 2015-241, s. 14.30(v); 2017-209, s. 19(b); 2020-74, s. 12(b).)

## **§ 130A-24. Appeals procedure.**

(a) Appeals concerning the enforcement of rules adopted by the Commission, concerning the suspension and revocation of permits and program participation by the Secretary and concerning the imposition of administrative penalties by the Secretary shall be governed by Chapter 150B of the General Statutes, the Administrative Procedure Act.

(a1) Any person appealing an action taken by the Department pursuant to this Chapter or rules of the Commission shall file a petition for a contested case with the Office of Administrative Hearings as provided in G.S. 150B-23(a). The petition shall be filed not later than 30 days after notice of the action which confers the right of appeal unless a federal statute or regulation provides for a different time limitation. The time limitation imposed under this subsection shall commence when notice of the agency decision is given to all persons aggrieved. Such notice

shall be provided to all persons known to the agency by personal delivery or by the placing of notice in an official depository of the United States Postal Service addressed to the person at the latest address provided to the agency by the person.

(b) Appeals concerning the enforcement of rules adopted by the local board of health and concerning the imposition of administrative penalties by a local health director shall be conducted in accordance with this subsection and subsections (c) and (d) of this section. The aggrieved person shall give written notice of appeal to the local health director within 30 days of the challenged action. The notice shall contain the name and address of the aggrieved person, a description of the challenged action and a statement of the reasons why the challenged action is incorrect. Upon filing of the notice, the local health director shall, within five working days, transmit to the local board of health the notice of appeal and the papers and materials upon which the challenged action was taken.

(c) The local board of health shall hold a hearing within 15 days of the receipt of the notice of appeal. The board shall give the person not less than 10 days' notice of the date, time and place of the hearing. On appeal, the board shall have authority to affirm, modify or reverse the challenged action. The local board of health shall issue a written decision based on the evidence presented at the hearing. The decision shall contain a concise statement of the reasons for the decision.

(d) A person who wishes to contest a decision of the local board of health under subsection (b) of this section shall have a right of appeal to the district court having jurisdiction within 30 days after the date of the decision by the board. The scope of review in district court shall be the same as in G.S. 150B-51.

(e) The appeals procedures enumerated in this section shall apply to appeals concerning the enforcement of rules, the imposition of administrative penalties, or any other action taken by the Department of Environmental Quality pursuant to Articles 8, 9, 10, 11, and 12 of this Chapter. (1983, c. 891, s. 2; 1987, c. 482; c. 827, s. 248; 1993, c. 211, s. 1; 1997-443, s. 11A.66; 1998-217, s. 33; 2015-241, s. 14.30(u).)

### **§ 130A-29. Commission for Public Health - Creation, powers and duties.**

(a) The Commission for Public Health is created with the authority and duty to adopt rules to protect and promote the public health.

(b) The Commission is authorized to adopt rules necessary to implement the public health programs administered by the Department as provided in this Chapter.

(c) The Commission shall adopt rules:

(1) Repealed by Session Laws 1983 (Regular Session, 1984), c. 1022, s. 5.

(2) Establishing standards for approving sewage-treatment devices and holding tanks for marine toilets as provided in G.S. 75A-6(o).

(3) Establishing specifications for sanitary privies for schools where water-carried sewage facilities are unavailable as provided in G.S. 115C-522.

(4) Establishing requirements for the sanitation of local confinement facilities as provided in Part 2 of Article 10 of Chapter 153A of the General Statutes.

(5) Repealed by Session Laws 1989 (Regular Session, 1990), c. 1075, s. 1.

(5a) Establishing eligibility standards for participation in Department reimbursement programs.

(6) Repealed by Session Laws 2014-122, s. 11(a), effective September 20, 2014.

- (7) Establishing statewide health outcome objectives and delivery standards.
  - (8) Establishing permit requirements for the sanitation of premises, utensils, equipment, and procedures to be used by a person engaged in tattooing, as provided in Part 11 of Article 8 of this Chapter.
  - (9) Implementing immunization requirements for adult care homes as provided in G.S. 131D-9 and for nursing homes as provided in G.S. 131E-113.
  - (10) Pertaining to the biological agents registry in accordance with G.S. 130A-479.
  - (11) For matters within its jurisdiction that allow for and regulate horizontal drilling and hydraulic fracturing for the purpose of oil and gas exploration and development.
- (d) The Commission is authorized to create:
- (1) Metropolitan water districts as provided in G.S. 162A-33;
  - (2) Sanitary districts as provided in Part 2 of Article 2 of this Chapter; and
  - (3) Mosquito control districts as provided in Part 2 of Article 12 of this Chapter.
- (e) Rules adopted by the Commission shall be enforced by the Department. (1973, c. 476, s. 123; 1975, c. 19, s. 57; c. 694, s. 6; 1979, c. 41, s. 1; 1981, c. 614, s. 9; 1983, c. 891, s. 15; 1983 (Reg. Sess., 1984), c. 1022, s. 5; 1989, c. 727, ss. 175, 176; 1989 (Reg. Sess., 1990), c. 1004, s. 50; c. 1075, s. 1; 1991, c. 548, s. 2; 1993, c. 321, s. 274; 1993 (Reg. Sess., 1994), c. 670, s. 3; 2000-112, s. 6; 2001-469, s. 2; 2002-179, s. 2(b); 2007-182, s. 2; 2012-143, s. 2(i); 2014-122, s. 11(a).)

**§ 130A-30. Commission for Public Health - Members; selection; quorum; compensation.**

(a) Composition. - The Commission for Public Health shall consist of the following 13 members:

- (1) Four elected by the North Carolina Medical Society.
- (2) Four at-large members appointed by the General Assembly in accordance with G.S. 120-121, two upon the recommendation of the President Pro Tempore of the Senate and two upon the recommendation of the Speaker of the House of Representatives.
- (3) Five appointed by the Governor.

(b) Qualifications of Members Appointed by the Governor. - One of the members appointed by the Governor shall be a licensed pharmacist, one a licensed veterinarian, one a licensed optometrist, one a licensed dentist, and one a registered nurse.

(b1) Length of Terms. - Members appointed to the Commission shall serve for a term of four years. At the end of the respective terms of office of members of the Commission, their successors shall be appointed for terms of four years. Any appointment to fill a vacancy on the Commission created by the resignation, dismissal, death, or disability of a member shall be filled by the appointing authority for the balance of the unexpired term. As used in this section, the term "appointing authority" means the North Carolina Medical Society in the case of members elected by the Medical Society, the General Assembly in the case of members appointed by the General Assembly, and the Governor in the case of members appointed by the Governor.

(c) Removal of Members. - Each appointing authority may remove any member appointed by that appointing authority for misfeasance, malfeasance, or nonfeasance.

(c1) Filling of Vacancies. - Vacancies on the Commission among the membership elected by the North Carolina Medical Society shall be filled by the executive committee of the Medical Society until the next meeting of the Medical Society, when the Medical Society shall fill the

vacancy for the unexpired term. Vacancies on the Commission among the membership appointed by the General Assembly shall be filled by the General Assembly as provided in subdivision (a)(2) of this section for the unexpired term. Vacancies on the Commission among the membership appointed by the Governor shall be filled by the Governor for the unexpired term.

(d) Quorum. - A majority of the members of the Commission constitutes a quorum for the transaction of business.

(e) Per Diem and Expenses. - The members of the Commission shall receive per diem and necessary traveling and subsistence expenses in accordance with the provisions of G.S. 138-5. (1973, c. 476, s. 124; c. 1367, ss. 1, 2; 1981, c. 553; 1989, c. 727, ss. 175, 177; 1989 (Reg. Sess., 1990), c. 1004, s. 51; 1995, c. 507, s. 26.8(d); 2007-182, s. 2; 2023-136, s. 3.1(a).)

### **§ 130A-31. Commission for Public Health - Officers.**

The Commission for Public Health shall have a chairman and a vice-chairman. The chairman shall be designated by the Governor from among the members of the Commission to serve as chairman at his pleasure. The vice-chairman shall be elected by and from the members of the Commission and shall serve for a term of two years or until the expiration of his regularly appointed term. (1973, c. 476, s. 125; 1989, c. 727, s. 175; 2007-182, s. 2.)

### **§ 130A-32. Commission for Public Health - Election meetings.**

The meeting of the Commission for Public Health for the election of vice-chairman shall be at the first regular meeting after the joint session of the Commission for Public Health and the North Carolina Medical Society at the annual meeting of the North Carolina Medical Society each odd-numbered year. (1973, c. 476, s. 126; 1989, c. 727, s. 175; 2007-182, s. 2.)

### **§ 130A-33. Commission for Public Health - Regular and special meetings.**

Each year there shall be four regular meetings of the Commission for Public Health, one of which shall be held conjointly with a general session of the annual meeting of the North Carolina Medical Society. The State Health Director shall submit an annual report on public health at this meeting. The other three meetings shall be at such times and places as the chairman of the Commission shall designate. Special meetings of the Commission may be called by the chairman, or by a majority of the members of the Commission. (1973, c. 476, s. 127; 1989, c. 727, ss. 175, 178; 1993, c. 513, s. 6; 2007-182, s. 2.)

### **§ 130A-34. Provision of local public health services.**

(a) A county shall provide public health services.

(b) A county shall operate a county health department, establish a consolidated human services agency pursuant to G.S. 153A-77, participate in a district health department, or contract with the State for the provision of public health services. (1901, c. 245, s. 3; Rev., s. 4444; 1911, c. 62, s. 9; C.S., s. 7604; 1931, c. 149; 1941, c. 185; 1945, c. 99; c. 1030, s. 2; 1947, c. 474, s. 3; 1951, c. 92; 1957, c. 1357, s. 1; 1963, c. 359; 1967, c. 1224, s. 1; 1969, c. 719, s. 1; 1971, c. 175, s. 1; 1973, c. 137, s. 1; c. 1151; 1975, c. 272; 1979, c. 621; 1983, c. 891, s. 2; 1995 (Reg. Sess., 1996), c. 690, s. 13.)

**§ 130A-34.1. Accreditation of local health departments; board established.**

(a) The Local Health Department Accreditation Board is established within the North Carolina Institute for Public Health. The Board shall be composed of 17 members appointed by the Secretary of the Department of Health and Human Services as follows:

- (1) Four shall be county commissioners recommended by the North Carolina Association of County Commissioners, and four shall be members of a local board of health as recommended by the Association of North Carolina Boards of Health.
- (2) Three local health directors.
- (3) Three staff members from the Division of Public Health, Department of Health and Human Services.
- (4) Repealed by Session Laws 2011-145, s. 13.3(zz), effective July 1, 2011.
- (5) Three at large.

(b) Members shall serve four-year terms except that initial terms shall be staggered such that three members are appointed for one year, four members are appointed for two years, four members are appointed for three years, and six members are appointed for four years. An appointment to fill a vacancy on the Board created by the resignation, dismissal, ineligibility, death, or disability of any member shall be made for the balance of the unexpired term. The Secretary may remove any member for misfeasance, malfeasance, or nonfeasance. The chair shall be designated by the Secretary and shall designate the times and places at which the Board shall meet. The Board shall meet as often as necessary to carry out its duty to develop and review periodically accreditation standards, to engage in activities necessary to assign accreditation status to local health departments, and to engage in other activities necessary to implement this section.

(c) Members of the Board who are not officers or employees of the State shall receive reimbursement for travel and subsistence expenses at the rates specified in G.S. 138-5. Members of the Board who are officers or employees of the State shall receive reimbursement for travel and subsistence at the rate set out in G.S. 138-6.

(d) The Board shall assign an accreditation status to each local health department that applies for initial accreditation, reaccreditation, or relief from conditional accreditation. The Board shall assign the appropriate accreditation status, as follows:

- (1) Accredited, which means that the local health department has satisfied the accreditation standards adopted by the Board and applicable rules adopted by the Commission.
- (2) Conditionally accredited, which means that the local health department has failed to meet one or more accreditation standards and has therefore been granted short-term accreditation subject to conditions specified by the Board.
- (3) Unaccredited, which means that the local health department has continued to fail to meet one or more accreditation standards after a period of conditional accreditation.

(e) The Commission shall, after reviewing standards developed by and consulting with the Board, adopt rules establishing accreditation standards for local health departments. The accreditation standards shall include at least all of the following:

- (1) An accreditation process that consists of the following components:
  - a. A self-assessment conducted by the local health department seeking accreditation.

- b. A site visit by a team of experts to clarify, verify, and amplify the information in the self-assessment.
  - c. Final action by the Board on the local health department's accreditation status.
- (2) The local health department's capacity to provide the essential public health services, as follows:
- a. Monitoring health status to identify community health problems.
  - b. Diagnosing and investigating health hazards in the community.
  - c. Informing, educating, and empowering people about health issues.
  - d. Mobilizing community partnerships to identify and solve health problems.
  - e. Developing policies and plans that support individual and community health efforts.
  - f. Enforcing laws and regulations that protect health and ensure safety.
  - g. Linking people to needed personal health care services and assuring the provision of health care when otherwise unavailable.
  - h. Assuring a competent public health workforce and personal health care workforce.
  - i. Evaluating effectiveness, accessibility, and quality of personal and population-based health services.
  - j. Conducting research.
- (3) The local health department's facilities and administration.
- (4) The local health department's staff competencies and training procedures or programs.
- (5) The local health department's governance and fiscal management; and
- (6) Informal procedures for reviewing Board decisions.
- (f) All local health departments shall obtain and maintain accreditation in accordance with this section. The Board shall implement accreditation over a period of eight years, beginning January 1, 2006. The Board shall establish a schedule specifying when each local health department shall apply for initial accreditation and ensuring that all local health departments have applied for initial accreditation by December 1, 2014.
- (g) The Board shall assign the following accreditation status, as applicable:
- (1) "Accredited" to a local health department that satisfies the accreditation standards. The initial period of accreditation shall expire four calendar years after initial accreditation is granted.
  - (2) "Conditionally accredited" to a local health department that, in its initial accreditation application, fails to satisfy the accreditation standards. The period of conditional accreditation shall expire two calendar years after conditional accreditation is granted. The Board shall provide to the local health department a written statement of the conditions that must be satisfied in order for the local health department to be accredited. At any time during the two-year period, the local health department may request that its status be reviewed and changed from "conditionally accredited" to "accredited." If the Board finds that the conditions have been met, the Board shall change the local health department's status to "accredited" with the accreditation period to expire four calendar years after the conditional accreditation was initially granted. If the Board finds that the conditions have not been satisfied, the local health department shall continue under its grant of conditional accreditation. During the conditional

accreditation period, the local health department may apply again for accreditation in accordance with rules adopted by the Commission.

(h) Each accredited local health department shall apply for reaccreditation in accordance with rules adopted by the Commission.

(i) When the Board assigns the status "unaccredited" to a local health department, the Board shall send written notification of that status to the local health department and to the Secretary.

(j) The Commission shall adopt rules to implement this section. (2005-369, s. 1(b); 2011-145, s. 13.3(zz).)

### **§ 130A-34.2. Billing of Medicaid.**

(a) Local health departments, district health departments, and consolidated human services agencies shall have the following two options to bill public health program services to Medicaid:

(1) Submit claim data to HIS and manage 837/835 billing files within HIS.

(2) Submit claim data to any approved Medicaid clearinghouse and manage 837/835 billing files within that system.

(b) The Division of Public Health may require local health departments, district health departments, and consolidated human services agencies, regardless of how those entities choose to bill public health program services to Medicaid, to submit aggregate data to the Division of Public Health. These data shall be provided in a format specified by the Division of Public Health.

(c) Local health departments, district health departments, and consolidated human services agencies shall make available encounter-level data for the Division of Public Health as necessary to comply with federal grant reporting requirements. These data shall be provided in a format specified by the Division of Public Health. However, local health departments shall not be required to use Common Name Data System (CNDS) for any purpose.

(d) Local health departments, district health departments, and consolidated human services agencies that bill services through a Medicaid clearinghouse shall be entitled to the same reimbursement rates negotiated for agencies classified as public health entities and the same Medicaid cost settlement reimbursement as those agencies that bill services through HIS.

(e) The Division of Public Health shall provide aggregate data requirements for the purposes of Medicaid cost study reimbursement on behalf of the local health departments, district health departments, and consolidated human services agencies that choose to bill services through a Medicaid clearinghouse. Those local health departments, district health departments, and consolidated human services agencies shall submit to the Division of Public Health the data required for the purposes of Medicaid cost study reimbursement and shall retain responsibility to supply the Division of Health Benefits and/or Centers for Medicare and Medicaid Services (CMS) documentation to support audit processes and procedures to confirm and validate cost study reimbursement data, as defined by CMS cost find regulations.

(f) As used in this section, unless otherwise specified, the following definitions apply:

(1) "Aggregate data" means high-level reports about services provided by local health departments, district health departments, and consolidated human services agencies, such as the number of patients meeting particular criteria served by a health department or consolidated human service agency or the count of and dollars received for each particular service being performed by a health department or consolidated human service agency, by funding source program and appropriate service code and that comply with appropriate State and federal regulations.

- (2) "Encounter-level data" means patient-identified data specific to each medical encounter used to bill medical services.
- (3) "Health Information System" or "HIS" means the system operated by the North Carolina Division of Public Health and used by local health departments to record information about services the local health departments provide.
- (4) "Public health program services" means services normally provided by a local health department under agreements with the Division of Public Health or the Division of Health Benefits. (2011-90, s. 1; 2019-81, s. 15(a).)

### **§ 130A-34.3. Incentive program for public health improvement.**

(a) In order to promote efficiency and effectiveness of the public health delivery system, the Department shall establish a Public Health Improvement Incentive Program. The Program shall provide monetary incentives for the creation and expansion of multicounty local health departments serving a population of not less than 75,000.

(b) The Commission shall adopt rules to implement the Public Health Improvement Incentive Program. (2012-126, s. 3.)

### **§ 130A-34.4. Strengthening local public health infrastructure.**

(a) By July 1, 2014, in order for a local health department to be eligible to receive State and federal public health funding from the Division of Public Health, the following criteria shall be met:

- (1) A local health department shall obtain and maintain accreditation pursuant to G.S. 130A-34.1.
- (2) Repealed by Session Laws 2015-246, s. 2.5(a), effective July 1, 2016.

(b) The criteria established in subsection (a) of this section shall be in addition to any other funding criteria established by State or federal law. (2012-126, s. 3; 2015-246, s. 2.5(a).)

### **§ 153A-77. Authority of boards of commissioners over commissions, boards, agencies, etc.**

(a) In the exercise of its jurisdiction over commissions, boards and agencies, the board of county commissioners may assume direct control of any activities theretofore conducted by or through any commission, board or agency by the adoption of a resolution assuming and conferring upon the board of county commissioners all powers, responsibilities and duties of any such commission, board or agency. This section shall apply to the board of health, the social services board, area mental health, developmental disabilities, and substance abuse area board or any other commission, board or agency appointed by the board of county commissioners or acting under and pursuant to authority of the board of county commissioners of said county except as provided in G.S. 153A-76. A board of county commissioners exercising the power and authority under this subsection may, notwithstanding G.S. 130A-25, enforce public health rules adopted by the board through the imposition of civil penalties. If a public health rule adopted by a board of county commissioners imposes a civil penalty, the provisions of G.S. 130A-25 making its violation a misdemeanor shall not be applicable to that public health rule unless the rule states that a violation of the rule is a misdemeanor. The

board of county commissioners may exercise the power and authority herein conferred only after a public hearing held by said board pursuant to 30 days' notice of said public hearing given in a newspaper having general circulation in said county.

The board of county commissioners may also appoint advisory boards, committees, councils and agencies composed of qualified and interested county residents to study, interpret and develop community support and cooperation in activities conducted by or under the authority of the board of county commissioners of said county.

A board of county commissioners that has assumed direct control of a local health board after January 1, 2012, and that does not delegate the powers and duties of that board to a consolidated health service board shall appoint an advisory committee consistent with the membership described in G.S. 130A-35.

(b) In the exercise of its jurisdiction over commissions, boards, and agencies, the board of county commissioners of a county having a county manager pursuant to G.S. 153A-81 may:

- (1) Consolidate certain provisions of human services in the county under the direct control of a human services director appointed and supervised by the county manager in accordance with subsection (e) of this section;
- (2) Create a consolidated human services board having the powers conferred by subsection (c) of this section;
- (3) Create a consolidated county human services agency having the authority to carry out the functions of any combination of commissions, boards, or agencies appointed by the board of county commissioners or acting under and pursuant to authority of the board of county commissioners, including the local health department, the county department of social services, or the area mental health, developmental disabilities, and substance abuse services authority; and
- (4) Assign other county human services functions to be performed by the consolidated human services agency under the direction of the human services director, with policy-making authority granted to the consolidated human services board as determined by the board of county commissioners.

(c) A consolidated human services board appointed by the board of county commissioners shall serve as the policy-making, rule-making, and administrative board of the consolidated human services agency. The consolidated human services board shall be composed of no more than 25 members. The composition of the board shall reasonably reflect the population makeup of the county and shall include:

- (1) Eight persons who are consumers of human services, public advocates, or family members of clients of the consolidated human services agency, including: one person with mental illness, one person with a developmental disability, one person in recovery from substance abuse, one family member of a person with mental illness, one family member of a person with a developmental disability, one family member of a person with a substance abuse problem, and two consumers of other human services.
- (1a) Notwithstanding subdivision (1) of this subsection, a consolidated human services board not exercising powers and duties of an area mental health, developmental disabilities, and substance abuse services board shall include four persons who are consumers of human services.

- (2) Eight persons who are professionals, each with qualifications in one of these categories: one psychologist, one pharmacist, one engineer, one dentist, one optometrist, one veterinarian, one social worker, and one registered nurse.
- (3) Two physicians licensed to practice medicine in this State, one of whom shall be a psychiatrist.
- (4) One member of the board of county commissioners.
- (5) Other persons, including members of the general public representing various occupations.

The board of county commissioners may elect to appoint a member of the consolidated human services board to fill concurrently more than one category of membership if the member has the qualifications or attributes of more than one category of membership.

All members of the consolidated human services board shall be residents of the county. The members of the board shall serve four-year terms. No member may serve more than two consecutive four-year terms. The county commissioner member shall serve only as long as the member is a county commissioner.

The initial board shall be appointed by the board of county commissioners upon the recommendation of a nominating committee comprised of members of the preconsolidation board of health, social services board, and area mental health, developmental disabilities, and substance abuse services board. In order to establish a uniform staggered term structure for the board, a member may be appointed for less than a four-year term. After the subsequent establishment of the board, its board shall be appointed by the board of county commissioners from nominees presented by the human services board. Vacancies shall be filled for any unexpired portion of a term.

A chairperson shall be elected annually by the members of the consolidated human services board. A majority of the members shall constitute a quorum. A member may be removed from office by the county board of commissioners for (i) commission of a felony or other crime involving moral turpitude; (ii) violation of a State law governing conflict of interest; (iii) violation of a written policy adopted by the county board of commissioners; (iv) habitual failure to attend meetings; (v) conduct that tends to bring the office into disrepute; or (vi) failure to maintain qualifications for appointment required under this subsection. A board member may be removed only after the member has been given written notice of the basis for removal and has had the opportunity to respond.

A member may receive a per diem in an amount established by the county board of commissioners. Reimbursement for subsistence and travel shall be in accordance with a policy set by the county board of commissioners. The board shall meet at least quarterly. The chairperson or three of the members may call a special meeting.

(d) The consolidated human services board shall have authority to:  
Set fees for departmental services based upon recommendations of the human services director. Fees set under this subdivision are subject to the same restrictions on amount and scope that would apply if the fees were set by a county board of health, a county board of social services, or a mental health, developmental disabilities, and substance abuse area authority.

- (1) Assure compliance with laws related to State and federal programs.
- (2) Recommend creation of local human services programs.
- (3) Adopt local health regulations and participate in enforcement appeals of local regulations.
- (4) Perform regulatory health functions required by State law.

- (5) Act as coordinator or agent of the State to the extent required by State or federal law.
- (6) Plan and recommend a consolidated human services budget.
- (7) Conduct audits and reviews of human services programs, including quality assurance activities, as required by State and federal law or as may otherwise be necessary periodically.
- (8) Advise local officials through the county manager.
- (9) Perform public relations and advocacy functions.
- (10) Protect the public health to the extent required by law.
- (11) Perform comprehensive mental health services planning if the county is exercising the powers and duties of an area mental health, developmental disabilities, and substance abuse services board under the consolidated human services board.
- (12) Develop dispute resolution procedures for human services contractors and clients and public advocates, subject to applicable State and federal dispute resolution procedures for human services programs, when applicable.

Except as otherwise provided, the consolidated human services board shall have the powers and duties conferred by law upon a board of health, a social services board, and an area mental health, developmental disabilities, and substance abuse services board.

Local employees who serve as staff of a consolidated county human services agency are subject to county personnel policies and ordinances only and are not subject to the provisions of the North Carolina Human Resources Act, unless the county board of commissioners elects to subject the local employees to the provisions of that Act. All consolidated county human services agencies shall comply with all applicable federal laws, rules, and regulations requiring the establishment of merit personnel systems.

(e) The human services director of a consolidated county human services agency shall be appointed and dismissed by the county manager with the advice and consent of the consolidated human services board. The human services director shall report directly to the county manager. The human services director shall:

- (1) Appoint staff of the consolidated human services agency with the county manager's approval.
- (2) Administer State human services programs.
- (3) Administer human services programs of the local board of county commissioners.
- (4) Act as secretary and staff to the consolidated human services board under the direction of the county manager.
- (5) Plan the budget of the consolidated human services agency.
- (6) Advise the board of county commissioners through the county manager.
- (7) Perform regulatory functions of investigation and enforcement of State and local health regulations, as required by State law.
- (8) Act as an agent of and liaison to the State, to the extent required by law.
- (9) Appoint, with the county manager's approval, an individual that meets the requirements of G.S. 130A-40(a).

Except as otherwise provided by law, the human services director or the director's designee shall have the same powers and duties as a social services director, a local health director, or a director of an area mental health, developmental disabilities, and substance abuse services authority.

(f) Repealed by Session Laws 2012-126, s. 1, effective June 29, 2012. (1973, c. 454, ss. 1-21/2; 1985, c. 589, s. 56; c. 754, s. 1; 1987, c. 217, ss. 1, 2; 1995 (Reg. Sess., 1996), c. 690, s. 3; 2001-120, s. 1; 2012-126, s. 1; 2013-382, s. 9.1(c).)

### **§ 130A-35. County board of health; appointment; terms.**

(a) A county board of health shall be the policy-making, rule-making and adjudicatory body for a county health department.

(b) The members of a county board of health shall be appointed by the county board of commissioners. The board shall be composed of 11 members. The composition of the board shall reasonably reflect the population makeup of the county and shall include: one physician licensed to practice medicine in this State, one licensed dentist, one licensed optometrist, one licensed veterinarian, one registered nurse, one licensed pharmacist, one county commissioner, one professional engineer, and three representatives of the general public. Except as otherwise provided in this section, all members shall be residents of the county. If there is not a licensed physician, a licensed dentist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer available for appointment, an additional representative of the general public shall be appointed. If however, one of the designated professions has only one person residing in the county, the county commissioners shall have the option of appointing that person or a member of the general public. In the event a licensed optometrist who is a resident of the county is not available for appointment, then the county commissioners shall have the option of appointing either a licensed optometrist who is a resident of another county or a member of the general public.

(c) Except as provided in this subsection, members of a county board of health shall serve three-year terms. No member may serve more than three consecutive three-year terms unless the member is the only person residing in the county who represents one of the professions designated in subsection (b) of this section. The county commissioner member shall serve only as long as the member is a county commissioner. When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist or a nonresident licensed optometrist as authorized by subsection (b) of this section, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer, that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer becomes available for appointment. In order to establish a uniform staggered term structure for the board, a member may be appointed for less than a three-year term.

(d) Vacancies shall be filled for any unexpired portion of a term.

(e) A chairperson shall be elected annually by a county board of health. The local health director shall serve as secretary to the board.

(f) A majority of the members shall constitute a quorum.

(g) A member may be removed from office by the county board of commissioners for:

- (1) Commission of a felony or other crime involving moral turpitude;
- (2) Violation of a State law governing conflict of interest;
- (3) Violation of a written policy adopted by the county board of commissioners;
- (4) Habitual failure to attend meetings;
- (5) Conduct that tends to bring the office into disrepute; or

(6) Failure to maintain qualifications for appointment required under subsection (b) of this section.

A board member may be removed only after the member has been given written notice of the basis for removal and has had the opportunity to respond.

(h) A member may receive a per diem in an amount established by the county board of commissioners. Reimbursement for subsistence and travel shall be in accordance with a policy set by the county board of commissioners.

(i) The board shall meet at least quarterly. The chairperson or three of the members may call a special meeting. (1901, c. 245, s. 3; Rev., s. 4444; 1911, c. 62, s. 9; C.S., s. 7604; 1931, c. 149; 1941, c. 185; 1945, c. 99; c. 1030, s. 2; 1947, c. 474, s. 3; 1951, c. 92; 1957, c. 1357, s. 1; 1963, c. 359; 1967, c. 1224, s. 1; 1969, c. 719, s. 1; 1971, c. 175, s. 1; c. 940, s. 1; 1973, c. 137, s. 1; c. 1151; 1975, c. 272; 1979, c. 621; 1981, c. 104; 1983, c. 891, s. 2; 1985, c. 418, s. 1; 1987, c. 84, s. 1; 1989, c. 764, s. 2; 1995, c. 264, s. 1; 2009-447, s. 1.)

### **§ 130A-39. Powers and duties of a local board of health.**

(a) A local board of health shall have the responsibility to protect and promote the public health. The board shall have the authority to adopt rules necessary for that purpose.

(b) A local board of health may adopt a more stringent rule in an area regulated by the Commission for Public Health or the Environmental Management Commission where, in the opinion of the local board of health, a more stringent rule is required to protect the public health; otherwise, the rules of the Commission for Public Health or the rules of the Environmental Management Commission shall prevail over local board of health rules. However, a local board of health may not adopt a rule concerning the grading, operating, and permitting of food and lodging facilities as listed in Part 6 of Article 8 of this Chapter and as defined in G.S. 130A-247(1), and a local board of health may adopt rules concerning wastewater collection, treatment and disposal systems which are not designed to discharge effluent to the land surface or surface waters only in accordance with G.S. 130A-335(c).

(c) The rules of a local board of health shall apply to all municipalities within the local board's jurisdiction.

(d) Not less than 10 days before the adoption, amendment or repeal of any local board of health rule, the proposed rule shall be made available at the office of each county clerk within the board's jurisdiction, and a notice shall be published in a newspaper having general circulation within the area of the board's jurisdiction. The notice shall contain a statement of the substance of the proposed rule or a description of the subjects and issues involved, the proposed effective date of the rule and a statement that copies of the proposed rule are available at the local health department. A local board of health rule shall become effective upon adoption unless a later effective date is specified in the rule.

(e) Copies of all rules shall be filed with the secretary of the local board of health.

(f) A local board of health may, in its rules, adopt by reference any code, standard, rule or regulation which has been adopted by any agency of this State, another state, any agency of the United States or by a generally recognized association. Copies of any material adopted by reference shall be filed with the rules.

(g) A local board of health may impose a fee for services to be rendered by a local health department, except where the imposition of a fee is prohibited by statute or where an employee of the local health department is performing the services as an agent of the State. Notwithstanding

any other provisions of law, a local board of health may impose cost-related fees for services performed pursuant to Article 11 of this Chapter, "Wastewater Systems," for services performed pursuant to Part 10, Article 8 of this Chapter, "Public Swimming Pools", for services performed pursuant to Part 11, Article 8 of this Chapter, "Tattooing", and for services performed pursuant to G.S. 87-97. Fees shall be based upon a plan recommended by the local health director and approved by the local board of health and the appropriate county board or boards of commissioners. The fees collected under the authority of this subsection are to be deposited to the account of the local health department so that they may be expended for public health purposes in accordance with the provisions of the Local Government Budget and Fiscal Control Act. (1901, c. 245, s. 3; Rev., s. 4444; 1911, c. 62, s. 9; C.S., s. 7065; 1957, c. 1357, s. 1; 1959, c. 1024, s. 1; 1963, c. 1087; 1973, c. 476, s. 128; c. 508; 1977, c. 857, s. 2; 1981, c. 130, s. 2; c. 281; c. 949, s. 4; 1983, c. 891, s. 2; 1985, c. 175, s. 1; 1989, c. 577, s. 2; 1991 (Reg. Sess., 1992), c. 944, s. 10; 1993 (Reg. Sess., 1994), c. 670, s. 2; 1995, c. 507, s. 26.8(c); 2006-202, s. 6; 2007-182, s. 2.)

### **§ 130A-40. Appointment of local health director.**

(a) A local board of health, after consulting with the appropriate county board or boards of commissioners, shall appoint a local health director. All persons who are appointed to the position of local health director on or after January 1, 1992, must possess minimum education and experience requirements for that position, as follows:

- (1) A medical doctorate; or
- (2) A masters degree in Public Health Administration, and at least one year of employment experience in health programs or health services; or
- (3) A masters degree in a public health discipline other than public health administration, and at least three years of employment experience in health programs or health services; or
- (4) A masters degree in public administration, and at least two years of experience in health programs or health services; or
- (5) A masters degree in a field related to public health, and at least three years of experience in health programs or health services; or
- (6) A bachelors degree in a field related to public health and at least seven years of experience in health programs or health services, which must include at least three years of supervisory experience.

(b) Before appointing a person to the position of local health director under subsection (a)(5) or (a)(6) of this section, the local board of health shall forward the application and other pertinent materials of such candidate to the State Health Director. If the State Health Director determines that the candidate's degree is in a field not related to public health, the State Health Director shall so notify the local board of health in writing within 15 days of the State Health Director's receipt of the application and materials, and such candidate shall be deemed not to meet the education requirements of subsection (a)(5) or (a)(6) of this section. If the State Health Director fails to act upon the application within 15 days of receipt of the application and materials from the local board of health, the application shall be deemed approved with respect to the education requirements of subsection (a)(5) or (a)(6) of this section, and the local board of health may proceed with appointment process.

(c) The State Health Director shall review requests of educational institutions to determine whether a particular degree offered by the requesting institution is related to public health for the

purposes of subsection (a)(5) or (a)(6) of this section. The State Health Director shall act upon such requests within 90 days of receipt of the request and pertinent materials from the institution, and shall notify the institution of its determination in writing within the 90-day review period. If the State Health Director determines that an institution's particular degree is not related to public health, the State Health Director shall include the reasons therefor in his or her written determination to the institution.

(d) When a local board of health fails to appoint a local health director within 60 days of the creation of a vacancy, the State Health Director may appoint a local health director to serve until the local board of health appoints a local health director in accordance with this section. (1957, c. 1357, s. 1; 1973, c. 152; c. 476, s. 128; 1983, c. 891, s. 2; 1983 (Reg. Sess., 1984), c. 1034, s. 75; 1991, c. 612, s. 1; 2024-34, s. 3(a).)

### **§ 130A-41. Powers and duties of local health director.**

(a) A local health director shall be the administrative head of the local health department, shall perform public health duties prescribed by and under the supervision of the local board of health and the Department and shall be employed full time in the field of public health.

(b) A local health director shall have the following powers and duties:

- (1) To administer programs as directed by the local board of health;
- (2) To enforce the rules of the local board of health;
- (3) To investigate the causes of infectious, communicable and other diseases;
- (4) To exercise quarantine authority and isolation authority pursuant to G.S. 130A-145;
- (5) To disseminate public health information and to promote the benefits of good health;
- (6) To advise local officials concerning public health matters;
- (7) To enforce the immunization requirements of Part 2 of Article 6 of this Chapter;
- (8) To examine and investigate cases of venereal disease pursuant to Parts 3 and 4 of Article 6 of this Chapter;
- (9) To examine and investigate cases of tuberculosis pursuant to Part 5 of Article 6 of this Chapter;
- (10) To examine, investigate and control rabies pursuant to Part 6 of Article 6 of this Chapter;
- (11) To abate public health nuisances and imminent hazards pursuant to G.S. 130A-19 and G.S. 130A-20;
- (12) To employ and dismiss employees of the local health department in accordance with Chapter 126 of the General Statutes; [and]
- (13) To enter contracts, in accordance with The Local Government Finance Act, G.S. Chapter 159, on behalf of the local health department. Nothing in this paragraph shall be construed to abrogate the authority of the board of county commissioners.

(c) Authority conferred upon a local health director may be exercised only within the county or counties comprising the local health department. (1957, c. 1357, s. 1; 1973, c. 476, s. 128; 1983, c. 891, s. 2; 1985, c. 175, s. 2; 1999-110, s. 1.)

### **§ 130A-43. Consolidated human services agency; board; director.**

(a) Except as otherwise provided by this section and subject to any limitations that may be imposed by the board of county commissioners under G.S. 153A-77, a consolidated human services agency created pursuant to G.S. 153A-77 shall have the responsibility to carry out the duties of a local health department and the authority to administer the local public health programs established in this Chapter in the same manner as a local health department.

(b) In addition to the powers conferred by G.S. 153A-77(d), a consolidated human services board shall have all the powers and duties of a local board of health as provided by G.S. 130A-39, except that the consolidated human services board may not:

- (1) Appoint the human services director.
- (2) Transmit or present the budget for local health programs.

(c) In addition to the powers conferred by G.S. 153A-77(e), a human services director shall have all the powers and duties of a local health director provided by G.S. 130A-41, except that the human services director may:

- (1) Serve as the executive officer of the consolidated human services agency only to the extent and in the manner authorized by the county manager.
- (2) Appoint staff of the consolidated human services agency only upon the approval of the county manager. (1995 (Reg. Sess., 1996), c. 690, s. 14.)

### **§ 143-318.11. Closed sessions.**

(a) Permitted Purposes. - It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a

tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
- (10) To view a recording released pursuant to G.S. 132-1.4A.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. - A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b); 2014-79, s. 9(a); 2016-88, s. 3.)

## **Board of Health Adjudication**

The Pamlico County Health Department has the power and duty to enforce public health laws and rules prescribed by and under the supervision of the Pamlico County Board of Health and the NC Department of Public Health (NCGS 130A-41). This enforcement may, in some circumstances, involve the institution of an administrative penalty in accordance with NCGS 130A-22.

### ***Procedure:***

1. Any appeal of the enforcement by the Pamlico County Health Director shall be in accordance with NCGS 130A-24. The Board of Health shall serve as the adjudication body for any penalties imposed by the Health Director. The Health Director will notify the Board of Health Chairman/Board of County Commissioners (BOCC) when a request to appeal a decision has been received.
2. The Board of Health shall hold a quasi-judicial hearing and shall either confirm, modify, or reverse the challenged action.
3. A person who wishes to contest the Board of Health's decision may appeal to the jurisdiction's district court in accordance with NCGS 130-24 (d).

## **Pamlico County Board of County Commissioners Operating Procedures**

### **Assuming the Duties of the Board of Health**

#### ***Name and Office***

The name of this organization is the Pamlico County Consolidated Health and Human Services Commissioners (hereinafter "CHHS"), assuming the role and responsibilities of the Pamlico County Board of Health. The principal office of the Board is located at the Pamlico County Administrative Building, 302 Main Street, Bayboro, NC 28515.

#### ***Officers and Committees***

- a. Chair and Vice Chair

The Chair and Vice Chair are the same as the BOCC.

- b. Secretary

The local health director shall serve as Secretary to the Board, but the director is not a member of the Board of Health. The local health director may delegate the duties of the Secretary that are set forth in these operating procedures to an appropriate local health department employee or the Secretary to the BOCC.

## **Meetings**

### **a. Regular Meetings**

The Board of Health/CHHS shall hold a regular meeting on the second Monday in each new quarter (April, July, October, January), except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day. The meeting shall be held at the Pamlico County Commissioners' Room and shall begin at 8:00 pm. Additional meetings may be held if needed.

### **b. Permanent committees/boards**

The Pamlico County Board of Commissioner will appoint an 11-member Board of Health Advisory Board. This board shall as far as is practicable have the same make up as outlined in NCGS 130A-35. The duties of the advisory board are but not limited to the following:

1. To advise the Health Director and the Consolidated Human Services Board/Board of County Commissioners on matters related to public health programs, policies, and services within Pamlico County.
2. To support and promote the protection and advancement of public health within the county in accordance with applicable federal, state, and local laws and regulations.
3. To review and provide recommendations regarding public health rules, policies, procedures, and fee schedules when requested by the Health Director, Consolidated Human Services Board, or Board of County Commissioners.
4. To serve as an advocate for community health needs and assist in identifying emerging public health concerns affecting county residents.
5. To encourage collaboration between the Health Department, community organizations, healthcare providers, schools, emergency services, and other governmental agencies to improve public health outcomes.
6. To support accreditation activities, community health assessments, community health improvement planning, preparedness initiatives, and other state-mandated public health functions.
7. To review reports and updates provided by the Health Director regarding departmental operations, programs, budgets, accreditation status, communicable disease trends, environmental health concerns, and other public health matters.
8. To make recommendations to the Board of County Commissioners and/or Consolidated Human Services Board concerning the development, maintenance, and improvement of public health services in Pamlico County.
9. To perform such other advisory functions as permitted under North Carolina General Statutes and as requested by the Health Director, Consolidated Human Services Board, or Board of County Commissioners.

### **c. AD Hoc committees**

The Board may establish and appoint members for temporary committees as needed to carry out the Board's work. All temporary committees are subject to the North Carolina open meetings laws and shall comply with the provisions of those laws.

d. Agenda

The Secretary to the Board shall prepare an agenda for each meeting. Any board member who wishes to place an item of business on the agenda shall submit a request to the Secretary at least two working days before the meeting. For regular meetings, the Board may add items to the agenda or subtract items from the agenda by an affirmative vote of at least 71% of the members present. The agenda for a special or emergency meeting may be altered only if permitted by and in accordance with the North Carolina open meetings laws.

Any person may request that an item be placed on the Board's agenda by submitting a written request to the Secretary at least ten working days before the meeting.

The Public Comments Policy for Board meetings are as follows: The County Manager will present proposed agenda items to the Chair and the Chair will review and approve the agenda in accordance with the mission of the Board and relevance to public health. Once an item has been placed on the agenda public citizens may comment on the items during Public Comments section of the meeting. More time may be granted at the discretion of the Board Chair.

e. Presiding Officer

The Chair of the Board shall preside at Board meetings if he or she is present. If the Chair is absent, the Vice-Chair shall preside. If the Chair and Vice-Chair are both absent, another member designated by a majority vote of members present at the meeting shall preside.

f. Quorum

A majority of the actual membership of the Board of Health, excluding vacant seats, shall constitute a quorum. A member who has withdrawn from a meeting without being excused by a majority vote of the remaining members shall be counted as present for purposes of determining whether or not a quorum is present.

g. Voting

Each Board of Health shall be permitted to abstain from voting by so indicating when the vote is taken. A member must abstain from voting in cases involving conflicts of interest as defined by North Carolina law. If a member has withdrawn from a meeting without being excused by a majority vote of the remaining members, the member's vote shall be recorded as a 'yes' on any further action taken during that meeting.

#### h. Minutes

The Secretary shall prepare minutes of each Board of Health/CHHS meeting. Copies of the minutes shall be made available to each Board of Health/CHHS member before the next regular Board of Health/CHHS meeting. At each regular meeting, the Board of Health/CHHS shall review the minutes of the previous meeting as well as any special or emergency meetings that have occurred since the previous regular meeting, make any necessary revisions, and approve the minutes as originally drafted or as revised. The public may obtain copies of Board of Health/CHHS minutes from the Clerk to the Pamlico County Board of Commissioners.

#### ***Amendments to Operating Procedures***

These operating procedures may be amended at any regular meeting or at any properly called special meeting that includes amendments of the operating procedures as one of the stated purposes of the meeting. A quorum must be present at the meeting at which amendments are discussed and approved, and any amendments must be approved by a majority of the members present at the meeting.

#### ***Other Procedural Matters***

The Board of Health/CHHS shall refer to the current edition of *Robert's Rule of Order Newly Revised (RONR)* to answer procedural questions not addressed.

### **Advisory Board of Health**

The Advisory Board of Health follows the Board of Health's Operating Procedures.

#### **Advisory Board of Health Attendance**

Regular attendance at the Advisory Board of Health meetings is essential so that items are considered and decisions made represent the Board. In addition, regular attendance enables Board members to be productive and ensures that issues are examined from a variety of perspectives. A Board of Health/Consolidated Health & Human Board member may forfeit their appointment because of poor attendance.

#### ***Attendance:***

Being present within thirty (30) minutes of the meeting start time and remain throughout the agenda. Any member arriving later than 30 minutes will be considered absent unless prior approval has been granted by the Chairman. Board members are expected to attend at least six (6) meetings per year.

#### **Board Attendance Problem:**

1. The member has three consecutive absences within 12 months.

2. The member misses more than one-half of the total number of Board meetings in 12 months.

Advisory Board of Health members with either:

- Three consecutive absences in a twelve (12) month period.
- More than six (6) missed meetings in a 12-month cycle will be contacted by the Board contacting the member to recommit to the Board of Health or relinquish their position to allow another individual to be appointed. This request will be followed by a letter to the board member signed and dated by the chairman. If there is no agreement to recommit or response from the absentee board member within fifteen (15) days, the chairman will present the infraction to the Board at the next scheduled meeting. At this meeting, the chairman will notify the Board that a dismissal request for the member in question will be presented to the County Commissioners for action.

## **Board of Health/CHHS and Advisory Board of Health Meeting Schedule 2026**

### **Board of Health/CHHS (Quarterly)**

- April 20, 2026
- July 20, 2026
- October 19, 2026
- January 19, 2027 (Holiday Date)

### **Advisory Board of Health**

- May 6, 2026
- June 3, 2026
- July 1, 2026
- August 5, 2026
- September 2, 2026
- October 19, 2026
- November 4, 2026
- December 2, 2026
- January 6, 2027
- February 3, 2027
- March 3, 2027
- April 7, 2027

\*\*\*Meetings moved to every month (April 2026 per HHS Director)

## Pamlico County Holiday Schedule 2026

| Holiday                          | Observance Date            | Day of Week               |
|----------------------------------|----------------------------|---------------------------|
| New Year's Day                   | January 1, 2026            | Thursday                  |
| Martin Luther King, Jr. Birthday | January 19, 2026           | Monday                    |
| Good Friday                      | April 3, 2026              | Friday                    |
| Memorial Day                     | May 25, 2026               | Monday                    |
| Independence Day                 | July 3, 2026               | Friday                    |
| Labor Day                        | September 7, 2026          | Monday                    |
| Veterans Day                     | November 11, 2026          | Wednesday                 |
| Thanksgiving                     | November 26 & 27, 2026     | Thursday & Friday         |
| Christmas                        | December 24, 25 & 28, 2026 | Thursday, Friday & Monday |

## Board of County Commissioners & BOH/CHHS Contact Information

### Kenny Heath – CHAIRMAN

Township #5

9621 Hwy 306 S Email: [kenheath1970@gmail.com](mailto:kenheath1970@gmail.com)

Arapahoe, NC 28510

252-670-9854 - Cell

**Term Expires: 2028**

### Edward Riggs Jr. – VICE Chairman

Township #3

PO Box 178 Email: [eriggsjr.pamlico@gmail.com](mailto:eriggsjr.pamlico@gmail.com)

Alliance, NC 28509

252-671-0457 – Cell

**Term Expires: 2026**

### Kari Forrest – Vice Chairman

At Large

PO Box 568 Email: [pamlicokari@gmail.com](mailto:pamlicokari@gmail.com)

Oriental, NC 28571

252-325-9545 – Cell

**Term Expires: 2026**

**Doug Brinson - At Large**

PO Box 236 Email: [doug.brinson@yahoo.com](mailto:doug.brinson@yahoo.com)

Arapahoe, NC 28510

252-249-0690 - Cell

**Term Expires:** 2026

**Thomas Mills – Township #1**

3202 Hwy 55 E Email: [thomasamillspc1@gmail.com](mailto:thomasamillspc1@gmail.com)

New Bern, NC 28560

252-671-0510 – Cell

**Term Expires:** 2028

**Candy Bohmert - Township #2**

311 Midyette St Email: [candybohmert@gmail.com](mailto:candybohmert@gmail.com)

Oriental, NC 28571

252-675-1411 – Cell

**Term Expires:** 2028

**Carl Ollison – Township #4**

118 Pine Tree Lane Email: [killercarl@icloud.com](mailto:killercarl@icloud.com)

Bayboro, NC 28515

252-670-3247 – Cell

**Term Expires:** 2026

## Advisory Board of Health Contact Information

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Diana Silimperi-Chair, Licensed Physician, [diana.silimperi@gmail.com](mailto:diana.silimperi@gmail.com) 703-772-3943

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Bob Fuller-Co-Chair, Licensed Veterinarian, [bob.fuller@tod.associates](mailto:bob.fuller@tod.associates), 919-606-6371

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Eugene Elliott, Registered Nurse, [elliotttec@gmail.com](mailto:elliotttec@gmail.com), 252-919-0448

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Lori Altman, Licensed Pharmacist, [layboropharmacy@gmail.com](mailto:layboropharmacy@gmail.com), 252-675-1411

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Elizabeth Cordes, Licensed Dentist, [cordes@mindspring.com](mailto:cordes@mindspring.com), 919-270-3649

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Sharon Stephenson, Community Leader/Public, [srstephenon1420@gmail.com](mailto:srstephenon1420@gmail.com), 919-414-7719

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Hiram Lupton, Professional Engineer, [soulrebel@centurylink.net](mailto:soulrebel@centurylink.net), 252-617-9171

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Edward Riggs, Jr., Commissioner, [eriggsjr.pamlico@gmail.com](mailto:eriggsjr.pamlico@gmail.com), 252-671-0457

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Candy Bohmert, Commissioner, [candybohmert@gmail.com](mailto:candybohmert@gmail.com), 252-675-1411

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Kenneth Heath, Commissioner, [kenheath1970@gmail.com](mailto:kenheath1970@gmail.com), 252-670-9854

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VACANT-Optometrist

## Consolidated Health & Human Services Board and Advisory Board of Health Training

Board members come from a variety of community groups and backgrounds and may have little knowledge of public health prior to their appointment. Therefore, orientation and training are necessary for new and ongoing CHHS Board members. By properly orienting new CHHS members to their roles and the functions of public health, they can better serve the local health department and community.

### ***Definitions:***

- Training – Professional development that can be conducted at one time, may be done as modules, and can be done as a group and/or as individuals. A self-guided training course which includes each board member documenting their completion of the training on a specific date. Training can be in-person, via web-based platforms, or through self-study.
- Handbook/Manual - The handbook/manual will be provided CCHS & ABOH members with a good source of material for orientation, ongoing reference and policies/protocols that have been adopted by the CHHS. The handbook/manual shall be updated quarterly to reflect how the board operates and any changes to structure, staff, programs.

***Procedure:***

**Consolidated Health & Human Services Board and Advisory Board of Health**

1. All Board of Health members will be provided with a handbook/manual outlining clear procedures and unity of purpose. A copy of the handbook will be made accessible in the health department's training/conference room and updated annually.
  - a. BOH/CHHS specific information:
    - i. List of BOH/CHHS & ABOH members and their current contact information
    - ii. Meeting calendar for the year
    - iii. Board's operating procedures
    - iv. Statutes and Rules related to the BOH/CHHS
    - v. Policies adopted by the BOH/CHHS
    - vi. Rules adopted by the BOH/CHHS
  - b. Health Department specific information:
    - i. Organizational chart
    - ii. Description of services
    - iii. Other information that can give the BOH/CHHS & ABOH members a better understanding of their roles and responsibilities.
2. All new onboarding BOH/CHHS & ABOH members will participate in required training within the first 90 days of their appointment.
  - a. Training: Orientation
    - i. UNC Gillings School of Global Public Health
      1. Roles and Responsibilities of Local Board of Health Governing Boards
      2. Introduction to Public Health in North Carolina
    - ii. BOH/CHHS members will participate in required ongoing training as required by Accreditation Standards and reflected in PCHD Policies. Completion and submission of documentation must be submitted to the Health Director no later than September 1 of the calendar year.
  - b. Training: Ongoing
    - i. The Health Director, BOH/CHHS Chairman, and the ABOH Chair will decide the training material to be presented to both Boards by the Health Director. Certificates will be handed out when presentation is completed.
    - i. List of Advisory Board members and their current contact information

- ii. Meeting calendar for the year
- iii. Board's operating procedures
- iv. Copies of Meeting Agendas

## **Advisory Board of Health Committee Descriptions**

### ***Policy Development***

The Policy Committee is an ABOH designated committee with goals of ensuring the board has policies and procedures in place to guide the operation of the Advisory Board of Health in a legal and ethical manner. Membership of the Policy Committee is reviewed by the ABOH Chairman. The ABOH Chairman, Policy Committee Chairman, Board of Health Representative, Committee Members, and the Health Director or designee will work together to determine committee needs and will brainstorm new and potential committee members.

### **Committee Chairman Responsibilities:**

- Provide leadership for the committee.
- Facilitate communication and discussion during the meetings.
- Serve as a spokesperson within the ABOH for the committee.
- Facilitate the meeting according to the agenda and take/maintain minutes.
- Create the agenda in partnership with health department staff support.
- Provide research as needed for the committee.
- Send out meeting reminders, agendas, and minutes.
- Stay in regular communication with the ABOH Chairman and Health Director.
- Bring the viewpoint of the ABOH to the committee discussion.
- Bring action items and recommendations from the Committee to the ABOH Chairman and Health Director or designee when necessary so they may be addressed with the BOH/CHHS as needed.
- Report ABOH decisions back to the committee.
- Provide support to the Health Director or designee with monitoring BOH/CHHS training participation for regulatory and accreditation compliance.

### **Committee Member Responsibilities:**

- Serve in an advisory role to guide the committee.
- Express ideas and provide input.
- Actively participates in meetings, contributing to the discussion, brainstorming, and sharing innovative ideas.
- Reviews material and provides input for improvement,
- Services as internal/external linkages for the ABOH/CHHS to open doors to further the health department's mission and vision.
- Participate in the development and implementation of the committee plan of work.
- Evaluate and update ABOH/CHHS Handbook as needed.
- Actively participate in oversight of the health department's accreditation process.

## ***Program and Service Development***

The Program and Services Development Committee is a standing committee with goals to evaluate community needs within Pamlico County and to ensure viability and stability of Pamlico County Health Department programs and services to provide equitable healthcare and access to Pamlico County residents. Membership of the Program and Service Development Committee is reviewed by the Committee Chairman. The Program and Service Development Committee Chairman, Committee Members, and Health Director or designee will work together to determine committee needs and will brainstorm new and potential committee members.

### **Committee Chairman Responsibilities:**

- Provide leadership for the committee.
- Facilitate communication and discussion during the meetings.
- Serve as spokesperson within the organization for the committee.
- Facilitate the meeting according to the agenda and take/maintain minutes.
- Create the agenda in partnership with the health department staff support.
- Provide research as needed for the committee.
- Send out meeting reminders, agendas, and minutes.
- Bring the viewpoint of the ABOH to the committee discussion.
- Bring action items and recommendations from the Committee to the ABOH Chairman and Health Director or designee when necessary.
- Report ABOH decisions back to the committee.

### **Committee Member Responsibilities:**

- Serve in an advisory role to guide the committee.
- Expresses ideas and provides input.
- Actively participates in meetings, contributing to the discussion, brainstorming, and sharing innovative ideas.
- Reviews material and provides input for improvement.
- Serves as internal/external linkages to the ABOH to open doors to further the health department's mission and vision.
- Participate in the development and implementation of the committee's plan of work.
- Participate in outreach activities on an "as needed" basis, as requested.
- Network and partner with agencies, non-profit organizations, and community leaders to discuss community needs to promote equitable healthcare to Pamlico County residents.
- Actively participate in oversight of the health department's Community Health Assessment.
- With the assistance of health department staff, the committee will assist with surveying community members to collect data to support the Community Health Assessment, Community Health Improvement Plan (CHIP), State of the County Health (SOTCH), and Strategic Plan.

## ***Grant and Funding***

The Grants and Funding Committee is a standing committee with goals of raising funds to ensure the financial viability and stability of Pamlico County Health Department and its programs and services to provide equitable healthcare to Pamlico County residents. Membership of the Grants and Funding Committee is reviewed by the Committee Chairman. The Grants and Funding Committee Chairman, Committee Members, and Health Director or designee will work together to determine committee needs and will brainstorm new and potential committee members.

### **Committee Chairman Responsibilities:**

- Provide leadership for the committee.
- Facilitate communication and discussion during the meetings.
- Serve as spokesperson within the organization for the committee.
- Facilitate the meeting according to the agenda and take/maintain minutes.
- Create the agenda in partnership with the health department staff support.
- Provide research as needed for the committee.
- Send out meeting reminders, agendas, and minutes.
- Bring the viewpoint of the ABOH to the committee discussion.
- Bring action items and recommendations from the Committee to the ABOH Chairman and Health Director or designee when necessary.
- Report ABOH decisions back to the committee.

### **Committee Member Responsibilities:**

- Serve in an advisory role to guide the committee.
- Expresses ideas and provides input.
- Actively participates in meetings, contributing to the discussion, brainstorming, and sharing innovative ideas.
- Reviews material and provides input for improvement.
- Serves as internal/external links to the ABOH to open doors to further the health department's mission and vision.
- Network and partner with agencies and non-profit organizations to collaborate and efficiently utilize resources to promote equitable healthcare to Pamlico County residents.
- Bring at least two grants and/or fundraising opportunities to the committee annually to promote the health department's mission and vision.

## ***Building and Grounds***

The Building and Grounds Committee is a standing committee with goals of overseeing the growth and sustainability of infrastructure and resources to ensure the vision, financial viability, and stability of Pamlico County Health Department and its programs and services to provide equitable healthcare to Pamlico County residents. Membership of the Building and Grounds Committee is reviewed by the Committee Chairman. The Building and Grounds Committee Chairman, Committee Members, and Health Director or designee will work together to determine committee needs and will brainstorm new and potential committee members.

### **Committee Chairman Responsibilities:**

- Provide leadership for the committee.
- Facilitate communication and discussion during the meetings.
- Serve as spokesperson within the organization for the committee.
- Facilitate the meeting according to the agenda and take/maintain minutes.
- Create the agenda in partnership with the health department staff support.
- Provide research as needed for the committee.
- Send out meeting reminders, agendas, and minutes.
- Bring the viewpoint of the ABOH to the committee discussion.
- Bring action items and recommendations from the Committee to the ABOH Chairman and Health Director or designee when necessary.
- Report ABOH decisions back to the committee.

### **Committee Member Responsibilities:**

- Serve in an advisory role to guide the committee.
- Expresses ideas and provides input.
- Actively participates in meetings, contributing to the discussion, brainstorming, and sharing innovative ideas.
- Reviews material and provides input for improvement.
- Serves as internal/external linkages to the ABOH to open doors to further the health department's mission and vision.
- Network and partner with agencies and non-profit organizations to collaborate and efficiently utilize resources to promote equitable healthcare to Pamlico County residents.
- Bring at least two expanding infrastructure opportunities to the committee annually to promote the health department's mission and vision.

### ***Outreach Activities and Community Needs***

The Outreach Activities and Community Needs Committee is a standing committee with goals of educating the public and community about Pamlico County Health Department, its services and programs, and any/all messages related to having a better-informed public and reducing the stigma associated with public health. Membership of Outreach Activities and Community Needs Committee is reviewed by the Committee Chairman. The Outreach Activities and Community Needs Committee Chairman, Committee Members, and Health Director or designee will work together to determine committee needs and will brainstorm new and potential committee members.

### **Committee Chairman Responsibilities:**

- Provide leadership for the committee.
- Facilitate communication and discussion during the meetings.
- Serve as spokesperson within the organization for the committee.
- Facilitate the meeting according to the agenda and take/maintain minutes.
- Create the agenda in partnership with the health department staff support.
- Provide research as needed for the committee.

- Send out meeting reminders, agendas, and minutes.
- Bring the viewpoint of the ABOH to the committee discussion.
- Bring action items and recommendations from the Committee to the ABOH Chairman and Health Director or designee when necessary.
- Report ABOH decisions back to the committee.

### **Community Member Responsibilities:**

- Serve in an advisory role to guide the committee.
- Expresses ideas and provides input.
- Actively participates in meetings, contributing to the discussion, brainstorming, and sharing innovative ideas.
- Reviews material and provides input for improvement.
- Serves as internal/external linkages to the ABOH/CHHS to open doors to further the health department's mission and vision.
- Participate in the development and implementation of the committee's plan of work.
- Participate in outreach activities on an "as needed" basis, as requested.
- Network and partner with agencies and non-profit organizations to collaborate and efficiently utilize resources to promote equitable healthcare to Pamlico County residents.
- With the assistance of health department staff, create, maintain, and distribute a Community Resource listing.
- The committee will assist with writing at least two articles for local media to help keep the health department's message in the public eye. Approval must be obtained from the ABOH Chairman and Health Director before submission.

### **Agreement Addendums**

The North Carolina Department of Health and Human Services Division of Public Health sends out the Agreement Addendum to local health departments in the spring (3<sup>rd</sup> quarter) of the fiscal year. Agreement addendums provide local health departments that offer mandatory or ancillary programs or services, with guidance such as background and purpose of the program, the scope of work and deliverables, performance measures, and reporting requirements (monthly, quarterly, and annually), performance monitoring and quality assurance, required training, funding guidance or restrictions, and funding allocation by consolidation agreement.

### **Plan of Work**

A plan of work is a blueprint that outlines goals, objectives, and tasks to achieve a specific project or goal, serving as a roadmap for efficient and organized execution.

The plan of work is a living document designed to help staff and the department plan their activities, training, and scope of work for the upcoming fiscal year. Each staff member completes an individual plan. The plan of work should take into consideration the staff member's job description, services and programs provided, and their responsibilities in meeting

specific deliverables, and personal goals. Individual plans are then summarized in the department's plan of work. This aids the leadership team in planning, evaluating work distribution and equity, and monitoring budgetary needs.

## **Strategic Plan**

A strategic plan is a roadmap that defines the direction, priorities, and actions needed to meet the needs of a community. It outlines the vision, mission, goals, objectives, strategies, SWOT analysis, and actions to be taken over time. The health department's strategic plan is developed every two years with the help of the Advisory Board of Health and with the approval of the Board of Health. The strategic plan is developed using the information in the Agreement Addenda, the Community Health Improvement Plan, the State of the County Health report, the Community Health Needs Assessment, and the North Carolina Local Health Department Accreditation. All are directly linked to Healthy NC 2030 priorities.

## **Regulatory Reporting**

The Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), and State of the County Health (SOTCH) reports form the core planning and accountability framework for local public health practice. These documents are driven by data collected within defined calendar years and operate under state-mandated timelines. Nearly all regulatory reporting, accreditation requirements, and program deliverables scaffold from this cycle.

The development and maintenance of the CHA-CHIP-SOTCH framework requires advanced planning, methodological design, data governance, statistical analysis, interpretation, stakeholder engagement, and public dissemination. Oversight of this work is a core function of the Health Educator role and represents a full-time, highly technical responsibility essential to departmental compliance and performance.

In North Carolina, Local Data Analysis and Support (LDAS) is responsible for the formal review and approval of all CHAs, CHIPs, and SOTCH reports submitted for local health department accreditation. This work occurs within a three- to four-year continuous improvement cycle.

Local health departments are required to utilize Clear Impact Scorecard™ to track progress on priorities identified through the CHA. Scorecard is based on the Results-Based Accountability™ (RBA) framework, which emphasizes measurable population-level outcomes, performance indicators, and data-driven decision-making.

## **Community Health Improvement Plan (CHIP)**

The CHIP operationalizes priorities identified in the CHA and must align with one or more Healthy NC 2030 indicators. It is written using Results-Based Accountability methodology and includes quantitative data, visualizations, and narrative analysis that explain trends, contributing factors, and outcomes. The CHIP directly links data to contractual deliverables and agreement

addendums and is developed through structured collaboration with community partners. It is a living, public-facing document unique to each county.

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

The SOTCH report documents annual progress toward performance measures identified in the CHIP, strategic plan, and plan of work. It serves as a required accreditation deliverable and provides formal accountability for progress, barriers, and corrective actions.

### **Community Health Assessment (CHA)**

The CHA is a comprehensive, ongoing community process that integrates primary and secondary data from multiple sources, including residents and community partners. It serves as the evidentiary basis for priority setting, resource allocation, and strategic planning. Health Educators play a central role in coordinating data collection, analysis, and stakeholder engagement throughout the CHA process.

### **State Health Improvement Plan (SHIP)**

The State Health Improvement Plan establishes the Healthy NC 2030 priorities, including health equity, health disparities, health literacy, wellbeing, and social determinants of health. These priorities guide local implementation and alignment across public health systems.

## **Accreditation**

Accreditation provides an efficient way to ensure local health departments meet minimum requirements by linking basic standards to current state statutes, administrative codes, and the contractual and program monitoring requirements that are already in place through the NC Division of Public Health. Accreditation is an ongoing evaluation process to help determine the next steps to improve practices and is part of the overall quality assurance and quality improvement model geared toward improving healthcare outcomes and meeting community needs. A health department can be conditionally accredited for up to two years, during which time they are required to put a plan in place (a corrective action plan or CAP) to meet accreditation Standards. If the conditions of the plan are met, the health department will receive accreditation. If the conditions are not met, the health department will be unaccredited.

## **Minutes**

Minutes to the Board of Health/CHHS meetings can be found at

[https://www.pamlicocounty.org/minutes\\_agendas/board\\_of\\_commissioners\\_agendas\\_minutes.php](https://www.pamlicocounty.org/minutes_agendas/board_of_commissioners_agendas_minutes.php)

Minutes to the Advisory Board of Health meetings can be at  
[https://www.pamlicocounty.org/minutes\\_agendas/board\\_of\\_health\\_agendas\\_minutes.ph](https://www.pamlicocounty.org/minutes_agendas/board_of_health_agendas_minutes.php)  
[p](#)

Revised: 05.13.2026-mrd

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

DOUG BRINSON - AT LARGE

KARI FORREST - AT LARGE

THOMAS MILLS - TOWNSHIP #1

CANDY BOHMERT - TOWNSHIP #2

CARL OLLISON - TOWNSHIP #4



**COUNTY OF PAMLICO**

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

**COUNTY MANAGER**  
MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Requests For Use Of Local Assistance Tribal Consistency Funds

Pamlico County Finance Office request consideration from the Pamlico County Board of Commissioners to approve the use of Local Assistance Tribal Consistency Funds to be used to offset costs related to either Water or a non-cost allocating department. The Pamlico County Finance Officer requests guidance on whether to treat these funds under the general fund or the water fund. The Finance Officer further requests authorization to recognize costs from either category from the date of authorization until funds are exhausted based on Board of Commissioner guidance of use.

Please see a copy of the detailed letter of request attached for your review and consideration.



**BOARD OF COMMISSIONERS**

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KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

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TRACY BOYD

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

**Memorandum**

**To:** Pamlico County Board of Commissioners

**From:** S A S K  
7 \

**Ref:** O A T b # 7

**Date:** K 1

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**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

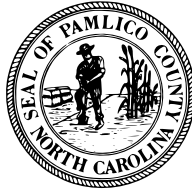
DOUG BRINSON - AT LARGE

KARI FORREST – AT LARGE

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**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Request for Approval of Encroachment Agreement Between Pamlico County  
And Michiel Van Meeteren and Greta M. Meeteren

Pamlico County Environmental Health requests the Pamlico County Board of Commissioners to consider for approval a request for an Encroachment Agreement Between Pamlico County and Michiel Van Meeteren and Greta M. Meeteren. The request has been reviewed by Pamlico County Environmental Health and Legal Counsel. This request is for a utility easement for the purpose of installing a wastewater pipe to service a residential homesite.

Please see a copy of the Encroachment Agreement and supporting documentation for your review and consideration.



**NORTH CAROLINA**

**PAMLICO COUNTY**

**ENCROACHMENT AGREEMENT**

This **ENCROACHMENT AGREEMENT** (hereinafter “Agreement”), made this the day of \_\_\_\_\_, 2026, by and between **PAMLICO COUNTY**, a body politic and corporate, herein referred to as “County”; and **MICHIEL VAN MEETEREN and GRETA M. VAN MEETEREN, Trustees of the Van Meeteren Trust under agreement January 9<sup>th</sup>, 2023**, herein referred to as “Trust.”

**WITNESSETH :**

**THAT, WHEREAS**, County is the owner of multiple utility easements located in the Vandemere Creek subdivision more particularly described in a Deed of Easement recorded in Book 687, Pages 769-772 in the Pamlico County Registry (hereinafter referred to as “Utility Easements”); and

**WHEREAS**, Trust is owner of those certain tracts of land pertinent to this instrument described by those deeds of record in Book 718, Page 589 and Book 719, Page 295 in the Pamlico County Registry (hereinafter referred to as “Trust’s Property”); and

**WHEREAS**, Trust currently wishes to encroach upon the Utility Easements for the purpose of installing a wastewater pipe to service a residential homesite on the Trust’s Property; and

**WHEREAS**, County and Trust wish to allow for the Trust to encroach upon the Utility Easements only to the extent reasonably necessary to install and maintain a wastewater pipe to service a residential homesite on the Trust’s Property; and

---

Prepared by:  
**Sumrell Sugg, P.A.**  
Attorneys at Law  
416 Pollock Street  
New Bern, North Carolina 28560

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, County and Trust agree as follows:

1. County hereby grants and conveys to Trust and its trustees, beneficiaries, and assigns the right to enter onto and encroach upon the Utility Easements as depicted on the map contained in **EXHIBIT A**, which is attached hereto and hereby incorporated by reference, for the sole purpose of installing a wastewater pipe to service a residential homesite on the Trust's Property only to the extent reasonably necessary to install and maintain said wastewater pipe.

2. County is not and shall not be liable for any maintenance of the encroachment contemplated by this Agreement. In using the encroachment and maintenance rights outlined by this Agreement, Trust shall comply with all applicable local, state, and federal laws and regulations. County does not assume any liability for Trust's access and maintenance rights authorized by this Agreement, and Trust hereby holds County and its officials, employees, agents, and contractors harmless for the same.

3. Trust shall ensure that County's infrastructure located within the Utility Easements is not damaged by actions of the Trust or its agents and contractors. To the extent the County's infrastructure located within the Utility Easements is damaged by actions of the Trust or its agents and contractors, Trust shall immediately repair such damage and return the same to the condition it was in prior to said damage and also be responsible for payment of any fines, penalties and testing incurred by County due to such actions at Trust's sole expense.

4. This Agreement shall automatically terminate upon complete removal of the encroachment by Trust to the extent it is no longer required for the purpose it is designed to serve.

5. Trust shall not place, or cause to be placed, a septic tank or any related device other than expressly stated in this Agreement, constructed of any material type, in the Utility Easement.

6. This Agreement is effective only insofar as the easement rights of the County in the Utility Easements are concerned, and Trust shall obtain from others such permissions and permits as may be necessary from third parties.

7. This Agreement shall be governed by the laws of the state of North Carolina without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this Agreement are the courts located in Pamlico County and the parties hereby submit to the jurisdiction thereof.

8. This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. The parties agree that the Utility Easements shall remain in full force and effect. The only modifications to the terms thereof, caused by the Agreement, shall be those which are expressly stated in this Agreement.

9. The failure of County in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision or covenant.

10. This Agreement shall be recorded at Trust's sole expense.

11. The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the County's construction, operation, and maintenance of the County's utility infrastructure located in the Utility Easements from time to time or to construct and maintain any other necessary improvements so long as the installation of additional infrastructure does not unreasonably interfere with Trust's access and maintenance rights authorized by this Agreement; and

12. With respect to Trust's maintenance and access rights as outlined in this Agreement, Trust agrees to indemnify and hold harmless County from any and all claims by or on behalf of any person arising from the exercise by Trust of any of the rights granted or conveyed to Trust by this Agreement.

IN TESTIMONY WHEREOF, County and Trust have hereunto set their hands and seals the day and year first above written.

PAMLICO COUNTY:

(COUNTY SEAL)

By:

\_\_\_\_\_  
KENNY HEATH, Chairman  
Pamlico County Board of Commissioners

ATTEST:

\_\_\_\_\_  
TRACY BOYD, Clerk  
Pamlico County Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, Notary Public in and for said County and State, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared KENNY HEATH, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Chairman of the Board of Commissioners for Pamlico County, and that TRACY BOYD is the Clerk of the Board of Commissioners for Pamlico County, the body politic and corporate described in and which executed the foregoing instrument; that he knows the common seal of said body politic and corporate; that the seal affixed to the foregoing instrument is said common seal; that the name of the body politic and corporate was subscribed thereto by the said Chairman; that the said common seal was affixed, all by order of the Board of Commissioners of said body politic and corporate; and that the said instrument is the act and deed of said body politic and corporate.

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

TRUST :

\_\_\_\_\_(SEAL)  
MICHIEL VAN MEETEREN, Trustee of the Van  
Meeteren Trust under agreement January 9<sup>th</sup>, 2023

\_\_\_\_\_(SEAL)  
GRETA M. VAN MEETEREN, Trustee of the Van  
Meeteren Trust under agreement January 9<sup>th</sup>, 2023

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that  
MICHIEL VAN MEETEREN, Trustee of the Van Meeteren Trust under agreement January 9<sup>th</sup>,  
2023, personally appeared before me and acknowledged the due execution of the foregoing  
instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that GRETA M. VAN MEETEREN, Trustee of the Van Meeteren Trust under agreement January 9<sup>th</sup>, 2023, personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# EXHIBIT A

OWNER/DEVELOPER:

CLEAR WATER MARKETING  
 C/O ROSS BEEBE  
 309 MIDDLE ST. SUITE 3  
 NEW BERN, NC 28560  
 PHONE: (252) 633-2059  
 FAX: (252) 633-2792

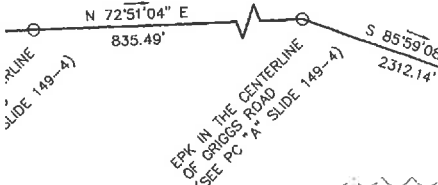
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

County Water Line

This drawing based off filed plat drawings PC-A 149-4, 149-5 PC-A 153-16

| CURVE TABLE |        |        |               |       |         |           |
|-------------|--------|--------|---------------|-------|---------|-----------|
| CURVE       | LENGTH | RADIUS | CHORD BEARING | CHORD | TANGENT | DELTA     |
| C3          | 72.00  | 145.00 | N56°38'47"E   | 71.26 | 36.76   | 28°27'02" |
| C4          | 43.48  | 260.00 | N47°32'45"E   | 43.43 | 21.79   | 9°34'57"  |
| C15         | 6.95   | 205.00 | S43°43'34"W   | 6.95  | 3.48    | 1°56'35"  |
| C16         | 35.04  | 205.00 | S49°33'41"W   | 35.00 | 17.56   | 9°47'39"  |
| C17         | 35.04  | 205.00 | S59°23'20"W   | 35.00 | 17.56   | 9°47'39"  |

| LINE TABLE |        | LINE TABLE  |       |        |             |
|------------|--------|-------------|-------|--------|-------------|
| LINE       | LENGTH | BEARING     | LINE  | LENGTH | BEARING     |
| L29        | 147.03 | S11°05'11"W | EL115 | 57.96  | S68°43'36"E |
| L30        | 75.35  | S33°00'55"W | EL116 | 81.12  | S51°43'38"E |
| L31        | 141.90 | S09°39'16"E | EL117 | 51.93  | S37°52'53"E |
| L32        | 76.42  | S56°03'03"E | EL118 | 76.78  | S48°43'38"E |
| L33        | 74.23  | N78°23'30"W | EL119 | 112.89 | N48°43'38"W |
| L34        | 130.80 | N52°37'45"W | EL120 | 51.83  | N37°52'53"W |
| L35        | 131.81 | N50°37'45"W | EL121 | 121.73 | N48°43'36"W |
| L36        | 19.15  | S52°24'22"E | EL122 | 51.93  | N37°52'53"W |
| L57        | 36.09  | N42°45'16"E | EL124 | 70.99  | N51°43'36"W |
| L59        | 28.17  | N42°45'16"E | EL125 | 48.02  | N68°43'36"W |
| L69        | 32.06  | S17°16'40"E | EL126 | 60.00  | N35°30'29"W |
| L66        | 87.90  | S17°16'40"E | EL127 | 60.00  | S35°30'29"E |
| L70        | 39.16  | N22°43'20"E |       |        |             |
| L71        | 100.00 | N22°43'20"E |       |        |             |
| L74        | 15.00  | S54°29'31"W |       |        |             |
| L75        | 15.00  | N54°29'31"E |       |        |             |
| L78        | 30.00  | N35°30'29"W |       |        |             |
| L77        | 30.00  | N25°42'51"W |       |        |             |
| L87        | 23.49  | S13°28'14"E |       |        |             |



VANDEMERE CREEK

Septic Tank Pressure Pump Nomesite

74,656 S.F. ±  
1.71 AC. ±

- LEGEND
- EIP = EXISTING IRON PIPE
  - EPK = EXISTING PK NAIL
  - NIP = NEW IRON PIPE
  - A.E. = ACCESS EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - U.E. = UTILITY EASEMENT
  - AEC = AREA OF ENVIRONMENTAL CONCERN
  - RB = RIPARIAN BUFFER
  - WTL = WETLAND LINE
  - R/W = RIGHT-OF-WAY
  - C/L = CENTERLINE
  - = NO POINT SET
  - = NOT TO SCALE
  - ▭ = PROPERTY LINE
  - ### = ADDRESS

N.C.G.S.M.  
 "PENN 1935"  
 N = 529,763.301 FT. (GRID)  
 E = 2,698,504.770 FT. (GRID)  
 ELEV. = 3.24 (NAVD 1988)

VANDEMERE CREEK

MEANDER LINE AS TAKEN FROM P.C. "A" SL. 134-19 (PROPERTY LINE IS THE MEAN HIGH WATER LINE)

**BOARD OF COMMISSIONERS**

**CHAIRMAN**

KENNY HEATH -TOWNSHIP #5

**VICE-CHAIRMAN**

EDWARD RIGGS JR. - TOWNSHIP #3

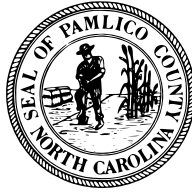
DOUG BRINSON - AT LARGE

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MARK BREWINGTON

**CLERK TO THE BOARD**  
TRACY BOYD

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

---

June 1, 2026

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

**FROM:** Mark Brewington, County Manager

**RE:** Pamlico County Apparel Website

Pamlico County General Services Administrator humbly requests the Pamlico County Board of Commissioners to consider for approval a County Apparel Website. The request was tabled by the Board of Commissioners on April 20, 2026, after requesting additional vendor information. A local vendor has been contacted to see if they may be interested in providing the services. These services will come at no charge to the County or require any contracts or exchange of monies. The services will allow County Employees to purchase apparel with the Pamlico County logo for personal wear. Two companies, Black Sheep Graphics and PIP Marketing Signs Print, have expressed interest in providing the services.

Please see a copy of the letter of request which includes links to the proposed websites for your review and consideration.



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DAVID B. BAXTER, JR.

---

**TO:** Mark Brewington, County Manager  
**FROM:** Carl Wall, General Services Administrator  
**DATE:** May 21, 2026  
**RE:** County Apparel Website

Pamlico County General Services Administrator Carl Wall has been in contact with PIP Marketing Signs Print. The company does not charge the County for any fees, contacts or exchange of monies. Employees will be able to purchase apparel with the Pamlico County logo for personal wear.

Pamlico County BOCC requested the GSA to ask local vendors (Black Sheep Graphics) to submit the same. Please see both.

[https://stores.inksoft.com/pamlico\\_county\\_nc/shop/home](https://stores.inksoft.com/pamlico_county_nc/shop/home)

[https://stores.inksoft.com/pamlico\\_county/shop/home](https://stores.inksoft.com/pamlico_county/shop/home)