



**CARTERET COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
COMMISSIONERS' BOARDROOM
JUNE 21, 2021
6:00 P.M.**

- | | | |
|------|---|----------|
| I. | Meeting Called to Order/Pledge of Allegiance/Invocation | Chairman |
| II. | Conflict of Interest/Cell Phone Statement | Chairman |
| III. | Adoption of Agenda | Board |
| IV. | Consent Agenda | Board |
1. Approval of May 17, 2021 Minutes
 2. Tax Releases/Refunds/Collector's Report
 - a. Tax Releases Under \$100
 - b. Tax Releases Over \$100
 - c. Tax Refunds Under \$100
 - d. Tax Refunds Over \$100
 - e. Tax Collector's Monthly Report
 - f. NCVTS Motor Vehicle Refund Report
 3. Approval of Contracts for In-Home Aide Services:
 - a. LHCG L, LLC, d/b/a Access Community-Based Services LLC
 - b. Beachside Home Services LLC
 - c. Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives
 - d. Trinity Adult and Senior Services, LLC
 4. Approval of List of Surplus County-Owned Properties for Showing on the Tax Department's Website for Potential Bids to Purchase
 5. Approval of Budget Amendment for the School Bond Project Fund: \$558,944
 6. Approval of Administration Building Renovation Project Budget Amendment: \$40,000
 7. Approval of Contract Agreement – Bogue Inlet Semi-Annual Surveying (2021-2025)
 8. Approval of Occupancy Tax Penalty Waiver for Mr. Steve Exum: \$109.38
 9. Approval of the FY 22 Home & Community Care Block Grant Funding Plan & Approval for Chairman to Sign
 10. Approval of Resolution Reappointing Sarah T. Davis as the County's Tax Assessor/Collector

11. Approval of Resolution Honoring Don Kirkman, Economic Development Director
 12. Approval to Accept Additional Funding for the Low Income Energy Assistance Program & Approval of Corresponding Budget Amendment: \$8,101
 13. Approval of Award of Contract for Generator for the General Services Building: \$58,331
 14. Approval of Revisions to the County's Emergency Operations Plan & Approval for Chairman to Sign the Letter of Promulgation
 15. Approval of Resolution to Transfer Retired K-9 to Carteret County Citizen Per N.C.G.S.160A-266
 16. Approval of CARES CRF Fund & Other Federal Funding Budget Amendment: \$688,780
 17. Approval of EMS Special Revenue Fund Budget Amendment: \$3,000
 18. Approval of Award of Contract for Carteret County Solid Waste
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- | | |
|---|-----------------------------|
| V. Introduction of the June Employee of the Month | Jaime Long |
| VI. Public Comment | |
| VII. Accept/Reject Offer to Purchase County-Owned Water System | Commissioners |
| VIII. Public Hearing to Consider a Request to Rezone a 2.09-Acre Property Located at 213 Hibbs Extension Road, Newport from R-20 (Single-Family Residential to B-1A (General Business District) | Gene Foxworth |
| IX. Public Hearing for Proposed Text Amendments to the Carteret County Zoning Ordinance | Gene Foxworth |
| X. Request from Cape Carteret for Funding in Support of the Cape Carteret Trail Along Highway 24 | Commissioner Comer |
| XI. Approval of Property Transaction & Transfer Under N.C.G.S. 160A-274 | Rob Wheatly |
| XII. Review/Approval of Fiscal Year 2021-22 County Government Budget | Tommy Burns &
Dee Meshaw |
| XIII. Manager's Report | |

XIV. Appointments

- ABC Board
- Aging Planning Board
- Carteret County-Beaufort Airport Authority
- Carteret County Area Transportation System ("CCATS")
- Carteret County Library Board
- Carteret County Juvenile Crime Prevention Council ("JCPC")
- Child Fatality Prevention Team
- Cultural & Recreational Advisory Board
- Eastern Carolina Workforce Development Board
- Economic Development Foundation Board
- Peer Recovery

XV. Commissioners' Comments

XVI. Adjournment

**CARTERET COUNTY
Board of Commissioners**



Agenda Item
I.

Meeting Date:
21-Jun-21

Presenter:
Chairman Wheatly

ITEM TO BE CONSIDERED

Title: Meeting Called to Order/Pledge of Allegiance/Invocation

Brief Summary:

Pastor Donald Hadley of the First Baptist Church of Beaufort will provide the invocation.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department
County Manager's Office

Attachments:
1 N/A
2 _____
3 _____
4 _____
5 _____

Staff Contact:
Rachel Hammer

REVIEWED BY

County Manager _____ X
Clerk to the Board _____ X

County Attorney _____
ACM/Finance Director _____

CARTERET COUNTY
Board of Commissioners



Agenda Item
II.

Meeting Date:
21-Jun-21

Presenter:
Chairman Wheatly

ITEM TO BE CONSIDERED

Title: Conflict of Interest Statement

Brief Summary:

The Chairman will call for any conflicts of interest, based on the following statement:

"In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict. Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before the Board this evening? If so, please identify the conflict and refrain from any undue participation in the particular matter involved."

The Chairman will also remind everyone to turn off their cell phones.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

If Commissioners have a conflict of interest with any agenda items, they will make it known at this time. If so, The Board will need to vote to allow a Commissioner to recuse himself from voting on a particular matter.

BACKGROUND

Originating Department	Attachments:
_____	1 N/A _____
_____	2 _____
_____	3 _____
Staff Contact:	4 _____
_____	5 _____

REVIEWED BY

County Manager _____	County Attorney _____
Clerk to the Board _____	ACM/Finance Director _____

CARTERET COUNTY
Board of Commissioners



Agenda Item
III.

21-Jun-21

Presenter:
Chairman Wheatly

ITEM TO BE CONSIDERED

Title: Adoption of the Agenda

Brief Summary:

The Chairman will call for a motion to adopt the agenda as presented (or amended).

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion to adopt the agenda as presented (or amended).

BACKGROUND

Originating Department

Attachments:

- 1 N/A _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

**CARTERET COUNTY
Board of Commissioners**

Agenda Item
IV.

Meeting Date:
21-Jun-21



Presenter:
Chairman Wheatly

ITEM TO BE CONSIDERED

Title: Consent Agenda

Brief Summary:
See attached consent agenda items.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:
Motion to approve the consent agenda as presented (or amended).

BACKGROUND

<p>Originating Department County Manager's Office</p> <hr/> <p>Staff Contact: Tommy Burns/Rachel Hammer</p> <hr/>	<p>Attachments: 1 Various Consent Agenda Items</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p>
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REVIEWED BY

<p>County Manager _____ X</p> <p>Clerk to the Board _____ X</p>	<p>County Attorney _____</p> <p>ACM/Finance Director _____ X</p>
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- IV. Consent Agenda
 - 1. Approval of May 17, 2021 Minutes

**COUNTY OF CARTERET
BOARD OF COMMISSIONERS
REGULAR SESSION – 6:00 P.M.
COMMISSIONERS' BOARDROOM
MAY 17, 2021**

The Honorable Carteret County Board of Commissioners sat in regular session on Monday, May 17, 2021 at 6:00 p.m. Chairman Ed Wheatly, Commissioners Mark Mansfield, Robin Comer, Chris Chadwick, Bob Cavanaugh, Jimmy Farrington, and Chuck Shinn were in attendance.

Participating in the Commissioners' Boardroom were: County Manager Tommy Burns, Assistant County Managers Dee Meshaw and Gene Foxworth, County Clerk Rachel Hammer, County Attorney Rob Wheatly, and IT Director Ray Hall.

I. MEETING CALLED TO ORDER/PLEDGE OF ALLEGIANCE/INVOCATION

Chairman Wheatly called the meeting to order and asked that Pastor Tim Havlicek of the First Presbyterian Church in Morehead City provide the invocation. All recited the Pledge of Allegiance.

II. CONFLICT OF INTEREST/CELL PHONE STATEMENT

Chairman Wheatly called for any conflicts of interest by the Board and asked that all cell phones be turned off.

Commissioner Farrington requested that he be recused from items IX., X., and XI., due to a conflict of interest.

Chairman Wheatly shared that the sale of the water system is not on tonight's agenda, but will be on the June regular agenda, with a full discussion and possibly a vote.

III. ADOPTION OF THE AGENDA

Motion: Commissioner Mansfield made a motion to remove item V., "Introduction of the May Employee of the Month;" seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Motion: Commissioner Mansfield made a motion to adopt the agenda as amended; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

The agenda was as follows:



**CARTERET COUNTY
BOARD OF COMMISSIONERS
REGULAR SESSION
COMMISSIONERS' BOARDROOM
MAY 17, 2021
6:00 P.M.**

- I. Meeting Called to Order/Pledge of Allegiance/Invocation
- II. Conflict of Interest/Cell Phone Statement
- III. Adoption of the Agenda
- IV. Consent Agenda
 1. Approval of April 19, 2021 Minutes
 2. Tax Releases/Refunds/Collector's Report
 - a. Tax Releases Under \$100
 - b. Tax Releases Over \$100
 - c. Tax Refunds Under \$100
 - d. Tax Refunds Over \$100
 - e. Tax Collector's Monthly Report
 - f. NCVTS Motor Vehicle Refund Report
 3. Approval of Microsoft Enterprise Agreement Licensing Renewal
 4. Approval of Environmental Systems Research Institute, Inc. ("ESRI") GIS Enterprise Licensing Agreement Renewal
 5. Approval of Purchase of Equipment in Support of Spectrum's Previous Local Public, Educational & Governmental ("PEG") Channel
 6. Approval of Contract for the Remaining Window Replacement at the Department of Social Services & Authority for the Manager to Sign
 7. Approval of Employee Medical Insurance Benefit Plan Renewal for FY21-22
 8. Approval of Budget Amendments
 - a. South River EMS Fund Loan: \$32,000
 - b. Register of Deeds Special Revenue Fund: \$20,000
 - c. Appropriation of Reserve Funds for Beaufort EMS: \$79,982
 - d. Appropriation of Revenues for the Sheriff's Office from Concealed Weapon Permits: \$14,000
 9. Approval of Workers' Compensation, Property and Liability Insurance Renewals

Chairman Wheatly
Chairman
Chairman
Board

10. Approval of Contract for Large Sediment Sampling:
\$28,902.50
11. Approval of Juvenile Crime Prevention Council ("JCPC")
Grant Fund Distributions for FY21-22
 - a. Carteret Structured Day: \$87,853
 - b. Teen Court/Juvenile Restitution & Community Service:
\$57,959
 - c. Home-Based Services: \$54,736
 - d. Administration: \$7,562
12. Approval of Proclamation in Support of Vulnerable Adult
and Elder Abuse Awareness Month
13. Approval of Contract for Paving the Driveways at Otway
and Highway 101 Convenience Sites, & Approval for
County Manager to Sign: \$74,000
- V. Public Comment
- ~~VI. Introduction of the May Employee of the Month~~ ~~Jaime Long~~
(item removed as amended)
- VII. Introduction of Ms. Jessica Adams, DSS Director
- VIII. Results of April 24, 2021 Trash Trawl
- IX. Public Hearing: Proposed Text Amendments to Article
III of the Carteret County Manufactured Home, Manufac-
tured Home Park, and Recreational Vehicle Park Ordinance
- X. Public Hearing to Consider a Request to Rezone a 156.29-
Acre Property Located at 2057 Highway 58, Swansboro, NC
(PIN # 537601274566000) from R-20 (Single-Family
Residential District) to RCP (Recreational Camper Park
District)
- XI. Public Hearing to Consider a Request to Rezone a 10.02-
Acre Property Located on Highway 58, Swansboro, NC
(PIN# 537601461879000) from R-20 (Single-Family
Residential District) to B-1 (General Business District)
- XII. Budget Presentation
- XIII. Manager's Report
- XIV. Appointments
 - Consolidated Human Services Board
 - Eastern Carolina Council Area Agency on Aging
 - Juvenile Crime Prevention Council ("JCPC")
- XV. Commissioners' Comments
- XVI. Closed Session Pursuant to NCGS 143-318.11 for the
Permitted Purpose of Discussing (a) (1) Approval of the
November 16, 2020 and January 25, 2021 Closed Session
Minutes, and (a) (3) Attorney-Client Privilege
- XVII. Adjournment

IV. CONSENT AGENDA

Motion: Commissioner Comer made a motion to adopt the consent agenda; seconded by Commissioner Farrington. **Motion carried unanimously.**

The Consent Agenda was as follows:

1. Approval of April 19, 2021 Minutes
2. Tax Releases/Refunds/Collector's Report
 - a. Tax Releases Under \$100

05/03/21 08:15:25				RELEASE LESS THAN 100.00		PAGE 1	
Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name		Total Adjustment
2020	P	120970	P	534967	WILLIAM BRADFORD LANGDON	MOREHEAD CITY	73.71
2019	P	89825	P	534967	WILLIAM BRADFORD LANGDON	MOREHEAD CITY	84.49
2020	P	121611	P	535657	LUKE ISAAC WOOLLARD	MOREHEAD CITY	2.34
2019	P	121611	P	535657	LUKE ISAAC WOOLLARD	MOREHEAD CITY	4.02
2019	P	90649	P	535657	LUKE ISAAC WOOLLARD	MOREHEAD CITY	2.46
2019	P	90649	P	535657	LUKE ISAAC WOOLLARD	MOREHEAD CITY	3.66
2020	P	120132	P	532430	JOSEPH ETUX HEATHER COOPER	ATLANTIC BEACH	54.70
2019	P	88802	P	532430	JOSEPH ETUX HEATHER COOPER	ATLANTIC BEACH	51.39
2019	P	89767	P	534912	JOHN RUSSELL BECKER	HAVELOCK	60.43
2019	P	89767	P	534912	JOHN RUSSELL BECKER	HAVELOCK	7.09
2019	P	89767	P	534912	JOHN RUSSELL BECKER	HAVELOCK	7.09
2020	P	120931	P	534912	JOHN RUSSELL BECKER	HAVELOCK	53.29
2020	P	120931	P	534912	JOHN RUSSELL BECKER	HAVELOCK	6.96
2020	P	120931	P	534912	JOHN RUSSELL BECKER	HAVELOCK	6.95
2020	P	117257	P	534912	JOHN RUSSELL BECKER	HAVELOCK	29.94
2020	P	120931	P	534912	JOHN RUSSELL BECKER	HAVELOCK	11.76
2020	P	116061	P	441824	EDMUND LLOYD REYNOLDS	MOREHEAD CITY	78.34
2019	P	87780	P	531895	NIKE POUZAR	MOREHEAD CITY	65.52
2020	P	119175	P	531895	NIKE POUZAR	MOREHEAD CITY	47.63
2020	P	112274	P	464665	HERBERT JAY ALPHIN	NEWPORT	5.34
2020	P	112274	P	464665	HERBERT JAY ALPHIN	NEWPORT	1.34
2018	P	205762	P	351445	MARK JUNIUS DARDEN	NEWPORT	1.78
2018	P	205762	P	351445	MARK JUNIUS DARDEN	NEWPORT	1.39
2018	P	117257	P	351445	MARK JUNIUS DARDEN	NEWPORT	2.00
2017	P	117257	P	351445	MARK JUNIUS DARDEN	BEAUFORT	42.12
2020	P	112786	P	1307	NED GRAY GOLDEN	BEAUFORT	23.44
2020	P	112786	P	1307	NED GRAY GOLDEN	BEAUFORT	73.36
2020	P	115317	P	49513	TRACY W MAYO	SALTER PATH	8.18
2020	P	126170	P	543721	BENNIE EVANS	SALTER PATH	15.00
2020	P	126170	P	543721	BENNIE EVANS	EMERALD ISLE	10.04
2017	P	125587	P	34399	CHARLES W ETUX DORLA PAKE	EMERALD ISLE	9.54
2018	P	214245	P	34399	CHARLES W ETUX DORLA PAKE	EMERALD ISLE	2.06
2018	P	214245	P	34399	CHARLES W ETUX DORLA PAKE	EMERALD ISLE	8.63
2019	P	119554	P	34399	CHARLES W ETUX DORLA PAKE	EMERALD ISLE	1.48
2016	P	51553	P	500065	WILLIAM JOSEPH JR HIGGINS	ALEXANDRIA	23.25
2016	P	51553	P	500065	WILLIAM JOSEPH JR HIGGINS	ALEXANDRIA	13.80
2019	P	114848	P	524571	LANCE MASON	GLOUCESTER	4.90
2019	P	82764	P	524571	LANCE MASON	GLOUCESTER	8.30
2018	P	207918	P	524571	LANCE MASON	GLOUCESTER	7.84
2017	P	119961	P	524571	LANCE MASON	GLOUCESTER	7.58
2020	P	116222	P	524571	LANCE MASON	GLOUCESTER	7.30
2020	P	120184	P	532603	DEBORAH SMITH	NEWPORT	42.44
2019	P	88862	P	532603	DEBORAH SMITH	NEWPORT	8.99
2020	P	120184	P	532603	DEBORAH SMITH	NEWPORT	15.76
2019	P	88862	P	532603	DEBORAH SMITH	NEWPORT	15.00
2011	P	64074	P	382912	ISLAMORADA LLC	NEWPORT	1.12
2011	P	64074	P	382912	ISLAMORADA LLC	NEWPORT	8.08
2011	P	64074	P	382912	ISLAMORADA LLC	NEWPORT	8.08

05/03/21 08:15:25				RELEASE LESS THAN 100.00		PAGE 2	
Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name		Total Adjustment
2011	P	64074	P	382912	ISLAMORADA LLC		7.20
2011	P	64074	P	382912	ISLAMORADA LLC		1.09
2011	P	64074	P	382912	ISLAMORADA LLC		1.88
2011	P	64074	P	382912	ISLAMORADA LLC		3.42
2011	P	64074	P	382912	ISLAMORADA LLC		15.56
2011	P	64074	P	382912	ISLAMORADA LLC		2.11
2011	P	64074	P	382912	ISLAMORADA LLC		1.68
2011	P	64074	P	382912	ISLAMORADA LLC		13.77
2011	P	64074	P	382912	ISLAMORADA LLC		5.71
2011	P	64074	P	382912	ISLAMORADA LLC		10.77
2011	P	64074	P	382912	ISLAMORADA LLC		15.00
2011	P	64074	P	382912	ISLAMORADA LLC		6.62
2011	P	64074	P	382912	ISLAMORADA LLC		77.39
2020	P	125354	P	542946	VINCENT ETUX MARY ELLEN MARTIN	EMERALD ISLE	6.20
2017	P	123975	P	524797	CORY KEITH HUDSON	EMERALD ISLE	196.21
2020	P	822492	P	538234	GERARD HOPKINS		35.14
2020	P	112408	P	397121	FAYE RUSSELL GILGO		87.09
2019	P	80009	P	397121	FAYE RUSSELL GILGO		91.68
2018	P	204897	P	397121	FAYE RUSSELL GILGO		96.27
2017	P	116219	P	397121	FAYE RUSSELL GILGO		95.81
2013	P	90364	P	49983	ROBERT B GILGO		90.42
2012	P	55043	P	49983	ROBERT B GILGO		73.01
2020	P	112408	P	397121	FAYE RUSSELL GILGO		15.00
2019	P	80009	P	397121	FAYE RUSSELL GILGO		15.00
2018	P	204897	P	397121	FAYE RUSSELL GILGO		15.00
2017	P	116219	P	397121	FAYE RUSSELL GILGO		15.00
2016	P	512652	P	397121	FAYE RUSSELL GILGO		15.00
2015	P	100383	P	49983	ROBERT B GILGO		15.00
2014	P	90364	P	49983	ROBERT B GILGO		10.00
2013	P	90463	P	49983	ROBERT B GILGO		10.00
2012	P	55043	P	49983	ROBERT B GILGO		47.37
2020	P	123864	P	541385	WILLIAM P BROWNLEE	CAPE CARTERET	15.00
2020	R	700672	R	28482	SOUND VIEW PK OWNER ASSOC INC		15.00
2019	R	832435	R	28482	SOUND VIEW PK OWNER ASSOC INC		15.00
2018	R	438652	R	28482	SOUND VIEW PK OWNER ASSOC INC		15.00
2017	R	261371	R	28482	SOUND VIEW PK OWNER ASSOC INC		15.00
2016	R	144411	R	28482	SOUND VIEW PK OWNER ASSOC INC		15.00
2020	P	110563	P	517781	MICHAEL JAMES BALL	SMYRNA	75.51
2019	P	81579	P	522556	BARRY D DANIELS	SMYRNA	18.60
2019	P	81579	P	522556	BARRY D DANIELS	SMYRNA	76.52
2020	P	113791	P	522556	BARRY D DANIELS	SMYRNA	20.48
2020	P	113791	P	522556	BARRY D DANIELS	SMYRNA	20.48
						FINAL TOTALS	
						TOTAL	2,058.27

b. Tax Releases Over \$100

Name Id Number	Name	City	Total Adjustment	Comment
541141	JOHN ALAN BARZAL	SWANSBORO	138.19	PAYS IN ONSLOW CO
399367	VIRGINIA H SWAIN	BEAUFORT	165.00	SW ERROR HAS PICK UP
107779	LINDA WRENN BURTON	NEWPORT	165.00	SW ERROR HAS TRASH PICK UP
522300	ROBERT DIXON SMITH	BEAUFORT	102.54	BOAT LOCATED AT CROWS NEST MARINA
152055	J&B EAST PROPERTIES LLC		208.33	COMMON AREA BILLED INCORRECTLY 2020
542892	THOMAS TRIPP		102.96	DBL LISTED ON P# 0049009
530158	JEFFERY CRAIG HAMM	RALEIGH	109.54	RETURNED MAIL
386497	PAUL W ETAL SUSA WILDER AUSTIN	DAVIS	115.59	TAX OFFICE ERROR -XPOB-GRAGE
386497	PAUL W ETAL SUSA WILDER AUSTIN	DAVIS	111.10	KEYING ERROR
386497	PAUL W ETAL SUSA WILDER AUSTIN	DAVIS	114.61	KEYING ERROR
386497	PAUL W ETAL SUSA WILDER AUSTIN	DAVIS	114.61	KEYING ERROR
228347	SCOTT LESTER-PIERRE JOHNSTON	MOREHEAD CITY	192.48	PER SHIRL @MHC / DECEASED IN 2018
408169	FERRIE HANNIS COKER	JACKSONVILLE	583.14	SOLD PER BOS
538224	GERARD HOPKINS		181.83	SOLD IN 2019 PER BILL OF SALE
538224	GERARD HOPKINS		167.16	SOLD BOAT IN 2018
434621	CARIDAD MORENO ROMERO	NEWPORT	165.00	HAS RICHARDS SANITATION
517358	DAVID JAMES HALDT	TRENTWOOD	121.92	DBL BILLED PAID ON P# 0531117
397121	FAYE RUSSELL GILGO		100.84	TAXPAYER IS DECEASED
49983	ROBERT B GILGO		101.77	TAXPAYER IS DECEASED
49983	ROBERT B GILGO		104.49	TAXPAYER IS DECEASED
397121	FAYE RUSSELL GILGO		165.00	TAXPAYER IS DECEASED
397121	FAYE RUSSELL GILGO		165.00	TAXPAYER DECEASED
397121	FAYE RUSSELL GILGO		165.00	TAXPAYER DECEASED
397121	FAYE RUSSELL GILGO		165.00	TAXPAYER DECEASED
49983	ROBERT B GILGO		165.00	TAXPAYER DECEASED
49983	ROBERT B GILGO		165.00	TAXPAYER DECEASED
49983	ROBERT B GILGO		162.00	TAXPAYER DECEASED
49983	ROBERT B GILGO		165.00	TAXPAYER DECEASED
273208	ROBERT ETUX TINA PURIFOY	MOREHEAD CITY	165.00	TRASH SERVICE / GFL
541386	WILLIAM P BROWNLEE	CAPE CARTERST	205.61	MILITARY EXEMPT/ACTIVE DUTY
28482	SOUND VIEW PK OWNER ASSOC INC		501.97	SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		501.97	PARCEL SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		501.97	PARCEL SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		501.97	PARCEL SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		511.77	PARCEL SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		165.00	SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		165.00	SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		165.00	SHOULD HAVE BEEN EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		165.00	SHOULD BE EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		165.00	SHOULD BE EXEMPT
28482	SOUND VIEW PK OWNER ASSOC INC		108.78	FAILED TO RECEIVE EXEMPTION
57628	EVELYN HARDY MASON	BEAUFORT	165.00	SW ERROR HAS TRASH PICK UP
390533	JEFFREY GUSTAV GLOE	NEWPORT	165.00	TRASH SERVICE / GFL
345322	CYNTHIA G FULCHER	BEAUFORT	165.00	TRASH SERVICE / GFL
FINAL TOTALS				
TOTAL			9,064.14	

c. Tax Refunds Under \$100

Refund To:	Address	City	St	Zip Code	TransMo Reference	Drawer Date	Drawer	Refund
ALVIN, HERBERT JAY	PO BOX 382	LA GRANGE	NC	28551	2350143 2020 P 0034239	20210414	90	56.97
ALVIN, ROBERT	PO BOX 382	LA GRANGE	NC	28551	0 P 0034239	20210407	55	64.04
BRIDGES, CAROLYN KICKS	P O BOX 2471	ATLANTIC BEACH	NC	28512	0 P 0044654	20210421	76	2.79
BRYAN, ROBERT E	634 LAKE RD	NEWPORT	NC	28570	0 P 0042084	20210422	55	83.86
CALLOWAY, DARRELL ETUX PAULA	108 ANTIQUE DR	KING	NC	27021	2350313 2020 P 0537249	20210413	7	1.62
DALTON, NORLA GARRETT	436 OLIVIA WAY	SELMA	NC	27576	2349711 2020 P 0043822	20210405	75	2.97
ELIOTT, JEFFERY L	324 DEER RID	NEWPORT	NC	28570	0 R 6338.08.99.8281000	20210407	55	96.00
GLENSON, LEE J	431 HWY 24	MOREHEAD CITY	NC	28557	2350666 2018 P 0048293	20210430	90	3.96
GRANT, CAROLINE RUTH	806 HANCOCK RD LOT 9	NEWPORT	NC	28570	2350351 2020 P 0043478	20210420	7	3.25
GUYER, WALLACE C ETUX VETA	175 MULLINS DRIVE	HARRERS ISLAND	NC	28551	2349734 2020 R 7335.09.05.52	20210406	7	4.18
HIGGINS, FRANKLIN ETUX BRENDA	146 DAVIS FIELD ROAD	FOLLOCKSVILLE	NC	28573	2350223 2020 R 5384.13.76.10	20210416	7	9.00
JONES, ERVYN	5613 ABERN RD	GREENSBORO	NC	27407	2350344 2020 R 5384.13.74.22	20210430	7	84.14
JOHNSON, KANE RICK	PO BOX 1294	NEWPORT	NC	28570	2350458 2020 P 0036044	20210422	55	2.20
KING, JOHN W JR ETUX APRIL D	2000 GREENVILLE CT	NEW BERN	NC	28562	2349642 2019 R 6365.20.92.73	20210405	24	2.75
MARTIN, DEBK L	324 STEEL TANK RD	BEAUFORT	NC	28516	2349854 2020 P 0530864	20210408	7	6.34
MURPHY, BARRY C ETAL BALLY	237 HICKORY SHORE DR	NEWPORT	NC	28570	2350308 2020 R 5389.04.62.91	20210415	7	74.74
NEW CHAPTER HOMES LLC	108 MARINA COURT	JACKSONVILLE	NC	28540	2349764 2020 R 6378.20.92.24	20210406	24	7.43
NOLAN, ERVIN TERRELL	201 SOUTH DRIVE	BEAUFORT	NC	28516	2349811 2020 R 7306.01.17.69	20210407	55	94.37

05/01/21 01:30:00

Refunds to be Issued by Finance Office - \$100.00 and Under

PAGE 2

Remit To:	Address	City	St	Zip Code	TransNo	Reference	Drawer Date	Drawer	Refund
FAKE, CHARLES W ETUX DORLA BOAT DOUBLE BILLED	8901 DUNE RIDGE CT	EMERALD ISLE	NC	28594	2350293	2016 P 0075982	20210416	90	10.84
FAKE, CHARLES W ETUX DORLA BOAT DOUBLE BILLED	8901 DUNE RIDGE CT	EMERALD ISLE	NC	28594	2350294	2017 P 0075982	20210416	90	9.54
FAKE, CHARLES W ETUX DORLA BOAT DOUBLE BILLED	8901 DUNE RIDGE CT	EMERALD ISLE	NC	28594	2350295	2018 P 0075982	20210416	90	9.06
FAKE, CHARLES W ETUX DORLA BOAT DOUBLE BILLED	8901 DUNE RIDGE CT	EMERALD ISLE	NC	28594	2350296	2019 P 0075982	20210416	90	8.61
FAKE, CHARLES W ETUX DORLA BOAT DOUBLE BILLED	8901 DUNE RIDGE CT	EMERALD ISLE	NC	28594	2330297	2020 P 0075982	20210416	90	13.48
PRESTON, R DANIEL ETAL SCHMIT PAID TWICE/STURGIS	109 NAUTILUS CT	GLOUCESTER	NC	28528	0	2018 R 7346010725230	20210414	75	73.80
REICH, JESSE ETUX KAREN OVERPAYMENT CHECK 5077	5624 HIGH CHURCH ROAD	CONCORD	NC	28025	2350486	2019 P 0019509	20210426	24	9.11
ROUNTREE, PETER OVERPAYMENT CHECK 1011	2050 COUNTRY CLUB RD	MOOREHEAD CITY	NC	28557	2350525	2019 P 0534165	20210427	24	3.12
SAUNDERS, BETH SIMPSON OVERPAYMENT CHECK 7600	108 OLD CEDAR ISLAND RD	ATLANTIC	NC	28511	2350446	2020 R 7492.12.95.01	20210423	24	1.02
SHAEFFER, CURTIS ANTHONY OVERPAYMENT CHECK 4529	306 LEIDUNE RD	CAPE CARTERET	NC	28584	2350571	2020 R 6348.10.25.53	20210425	24	38.53
TSINGER, JERRAD CHRISTOPHER OVERPAYMENT STURGIS	436 OLD CHURCH RD	SPANSBORO	NC	28584	2349706	2020 P 0050397	20210405	75	3.76
TSINGER, JERRAD CHRISTOPHER PAID TWICE STURGIS	436 OLD CHURCH ROAD	SPANSBORO	NC	28584	0	2018 P 0050397	20210405	75	7.42
FINAL TOTALS									
TOTAL									797.10

d. Tax Refunds Over \$100

05/02/21 00:30:00

Refunds to be Issued by Finance Office - Over \$100.00

PAGE 1

Remit To:	Address	City	St	Zip Code	Reference	Refund
AUSTIN, PAUL W ETAL SUSAN WILD KEYED IN ERROR	PO BOX 257	DAVIS	NC	28524	2020 R 7368.01.09.1165000	115.59
AUSTIN, PAUL W ETAL SUSAN WILD KEYED ERROR	PO BOX 257	DAVIS	NC	28524	2019 R 7368.01.09.1165000	111.10
AUSTIN, PAUL W ETAL SUSAN WILD KEYED ERROR	PO BOX 257	DAVIS	NC	28524	2018 R 7368.01.09.1165000	114.61
AUSTIN, PAUL W ETAL SUSAN WILD KEYED ERROR	PO BOX 257	DAVIS	NC	28524	2017 R 7368.01.09.1165000	114.61
BARNETTE, CHRISTOPHER R ETUX PAID TO WRONG PARCEL	208 HIGHLAND SPRINGS LN	HOLLY SPRINGS	NC	27540	2020 R 637515741075115	174.14
BURTON, LINDA WKENN S/W ADJUSTMENT	PO BOX 434	NEWPORT	NC	28570	2020 R 6346.01.35.2420000	165.00
COOK, ELIZABETH ANGEL OVERPAYMENT CHECK 247794	4907 CARLSON DAIRY ROAD	GREENSBORO	NC	27410	2020 P 0034381	126.59
DOWNEY, ALLEN DEBT SETOFF REFUND	196 BLUE HILL RD	SEMPORA	NC	27343	P 0533854	125.05
ERVIN, DANIEL ROBERT OVERPAYMENT CK 232214	174 HUNTING BAY DR	CAPE CARTERET	NC	28584	2020 P 0542741	144.09
ERVIN, DANIEL ROBERT OVERPAYMENT CK 635216	174 HUNTING BAY DR	CAPE CARTERET	NC	28584	2020 P 0542741	166.94
FULCHER, CYNTHIA G TRASH PICK UP	465 CROW HILL RD	BEAUFORT	NC	28516	2020 R 7337.03.04.3811000	165.00
GLOE, JEFFREY GUSTAV TRASH PICK UP	119 CHERRY LANE	NEWPORT	NC	28570	2020 R 6338.03.20.2813000	165.00
GOODWIN, CHRISTOPHER FARREL ALREADY PAID-DEBT SETOFF	PO BOX 534	CEDAR ISLAND	NC	28520	P 0028659 2015-2017	215.12
GRIFFIN, LEA EDWARD ALREADY PAID-DEBT SETOFF	203 MGULL CT	BEAUFORT	NC	28516	P 0029774	127.34
GUTHRIE, LUTHER TED JR ALREADY PAID- DEBT SETOFF	239 DIAMOND CITY DR	HARKERS ISLAND	NC	28531	P 0030063	223.69
HAIDT, DAVID JAMES DOUBLED BILLED	100 GREENSIDE CT	TRENTWOOD	NC	28562	2019 P 0028097	121.92

05/01/21 00:30:00

Refunds to be Issued by Finance Office - Over \$100.00

PAGE 2

Remit To:	Address	City	St	Zip Code	Reference	Refund
JONES, BERVERLY ANN MILLS PAID TWICE	260 HILL RD	SMYRNA	NC	28579	P 0037231	115.67
KING, SAMUEL THOMAS II DEBT SETOFF PAID REFUND	430 LANYARD DRIVE	NEWPORT	NC	28570	P 0050950	218.67
LERETA LLC ATTN: REFUNDS DEP OVERPAYMENT CK 0271405	P.O. BOX 35605	DALLAS	TX	75235	2020 R 5373.14.32.1571000	100.00
LUTHER, MICHAEL SR DEBT SETOFF ALREADY PD	103 CEDARWOOD VILLAGE	MOREHEAD CITY	NC	28557	R 6356.09.15.8057000	526.00
MALESHEFSKI, RICHARD THOMAS DEBIT SETOFF ALREADY PD	189 WHITE OAK BLUFF RD	STELLA	NC	28582	P 0048241	116.00
MINIHAN, BRYAN J DEBT SETOFF ALREADY PD	119 EAST DR	HARRERS ISLAND	NC	28531	R 7345.17.22.1252000	207.00
NELSON, HARRY F ETUX DELORES OVERPAYMENT DEBT SETOFF	135 NORRIS DR	ATLANTIC	NC	28511	2019 R 7492.16.83.5511000	328.97
PENNY MAC LOAN SER/TAX DEPT. REISSUED REFUND/NO ESCROW ACCT	6101 CONDOR DR	MOORPARK	CA	93021	2020 R 631415535483000	3,775.55
PENNYMAC LOAN SERVICES LLC PAID PARCEL IN ERROR	6101 CONDOR DR/ATTN TAX REF	MOORPARK	CA	93021	2020 R 635614239099000	2,977.91
PRESTON, H DANIEL ETAL SCHMIT PAID TWICE/STURGOOS	109 NAUTILUS CT	GLOUCESTER	NC	28528	2018 R 734601072523000	603.29
PURIFOY, ROBERT ETUX TINA TRASH PICK UP	3403 OLD GATE RD	MOREHEAD CITY	NC	28557	2020 R 6376.11.55.2367000	165.00
ROMERO, CARIDAD MORENO TRASH PICK UP	105 BACKFIELD DRIVE	NEWPORT	NC	28570	2020 R 6328.01.29.4128000	165.00
SALTER, JASON PAID WRONG TAXPAYER/DEBTSETOFF	1616 HWY 101	BEAUFORT	NC	28516	2019 R 733513049604000	235.83
SMITH, JAMES W ALREADY PAID	10300 NC 55 WEST	DOVER	NC	28526	R 5375.12.86.8143000	150.00
SOUND VIEW PK OWNER ASSOC IN EXEMPTION ADJUSTMENT	PO BOX 1691	MOREHEAD CITY	NC	28557	2020 R 6346.03.44.1083000	691.77
SOUND VIEW PK OWNER ASSOC IN EXEMPTION ADJ	PO BOX 1691	MOREHEAD CITY	NC	28557	2019 R 6346.03.44.1083000	681.97

05/01/21 00:30:00

Refunds to be Issued by Finance Office - Over \$100.00

PAGE 3

Remit To:	Address	City	St	Zip Code	Reference	Refund
SOUND VIEW PK OWNER ASSOC IN EXEMPT ADJ	PO BOX 1691	MOREHEAD CITY	NC	28557	2018 R 6346.03.44.1083000	681.97
SOUND VIEW PK OWNER ASSOC IN EXEMPT ADJ	PO BOX 1691	MOREHEAD CITY	NC	28557	2017 R 6346.03.44.1083000	681.97
SOUND VIEW PK OWNER ASSOC IN EXEMPT ADJ	PO BOX 1691	MOREHEAD CITY	NC	28557	2016 R 6346.03.44.1083000	681.97
SPICKETT, FAY HOLLAND WRONG TAX PAYER FOR PARCEL	2001 CHAMPION DR	MOREHEAD CITY	NC	28557	R 6376.10.46.4711000	892.00
SWAIN, VIRGINIA H S/W ADJUSTMENT	1198 HWY 101	BEAUFORT	NC	28516	2020 R 7307.01.36.6648000	165.00
TRIPP, THOMAS DOUBLED BILLED	1916 CASTLE PINES DR	RALEIGH	NC	27603	2020 P 0537623	102.96

FINAL TOTALS
TOTAL 16,640.29

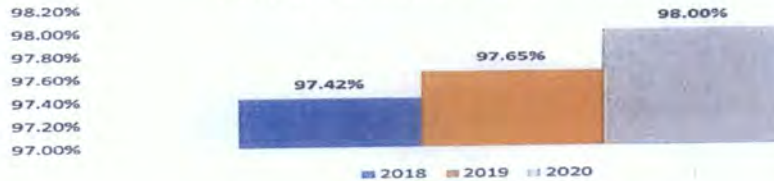
e. Tax Collector's Monthly Report

Tax Office Monthly Commissioners Report May 2021

2020 Tax Levy Details:

Total Levy: \$76,460,752.30
 Total Collected: \$73,599,122.91
 Total Uncollected: \$2,247,789.38

March Collection Rate Comparison



10 Year Tax Levy Details (2011-2020):

Total Collected: \$586,158,514.96
 Total Uncollected: \$7,126,934.99
 Refund Total: \$17,437.39
 Release Total: \$11,122.41
 2020 Collection Goal: 98.25%

Total Annual Tax Collection Rate 2010 - 2019



ACS TAX COLLECTION SYSTEM 05/03/2021 09:10:30		BOC MONTHLY REPORT										CARTERET COUNTY TC650R		PAGE 1															
Typ Bill	Year Property Number	Dist	Twn	Sch	Special	Districts	1	2	3	4	5	6	7	8	9	User Codes	1	2	3	4	5	6	7	8	9	Deferred Flag	Defer Inelig	MV Batch	
		2011																											
***** Totals for Tax year																													
# of Properties Processed		80,109																											
		Total																											
Original Balances	53,976,037.60	TAX		50,927,273.23		Spec Asmt		2,320,555.00		Deferred		225,239.96		CB Deferred		.00		Interest		477,876.82		Fees		25,092.59					
Total Adjustments	312,546.95	86,186.31		15,544.97		2,299,584.93		579.69		.00		431,385.19		.00		.00		.00		.00		37,961.20							
Total Collections	53,562,911.98	50,793,410.97		2,299,584.93		579.69		.00		.00		431,385.19		.00		.00		.00		.00		37,961.20							
Unpaid Balances	100,578.67	47,675.95		5,429.10		.00		.00		.00		46,491.63		.00		.00		.00		.00		985.99							
		2012																											
***** Totals for Tax year																													
# of Properties Processed		81,413																											
		Total																											
Original Balances	52,841,060.13	TAX		49,762,778.40		Spec Asmt		2,359,242.00		Deferred		218,866.12		CB Deferred		.00		Interest		472,230.51		Fees		27,943.10					
Total Adjustments	274,739.60	29,934.41		33,358.07		34,165.56		3,189.77		.00		217,258.56		.00		.00		.00		.00		5,811.44							
Total Collections	52,438,294.69	49,672,889.31		2,315,557.45		944.57		.00		.00		416,566.71		.00		.00		.00		.00		32,336.65							
Unpaid Balances	128,025.84	59,954.68		10,326.48		662.99		.00		.00		55,663.80		.00		.00		.00		.00		1,417.89							
		2013																											
***** Totals for Tax year																													
# of Properties Processed		76,271																											
		Total																											
Original Balances	52,718,646.70	TAX		49,469,852.92		Spec Asmt		2,554,465.00		Deferred		226,299.79		CB Deferred		.00		Interest		443,478.91		Fees		23,850.08					
Total Adjustments	75,199.95	40,502.96		33,358.07		34,165.56		3,189.77		.00		217,258.56		.00		.00		.00		.00		2,658.34							
Total Collections	52,248,533.90	49,343,504.86		2,504,924.86		944.57		.00		.00		416,566.71		.00		.00		.00		.00		32,336.65							
Unpaid Balances	394,912.85	85,845.10		15,374.58		222,345.10		.00		.00		70,067.02		.00		.00		.00		.00		1,281.05							
		2014																											
***** Totals for Tax year																													
# of Properties Processed		68,316																											
		Total																											
Original Balances	56,623,825.71	TAX		53,322,869.23		Spec Asmt		2,585,290.00		Deferred		234,870.44		CB Deferred		.00		Interest		456,488.16		Fees		24,307.88					
Total Adjustments	269,948.11	7,795.28		33,227.54		34,165.56		3,189.77		.00		217,258.56		.00		.00		.00		.00		3,125.96							
Total Collections	56,138,157.68	53,203,487.41		2,530,440.39		2,272.98		.00		.00		376,545.63		.00		.00		.00		.00		25,611.27							
Unpaid Balances	215,519.92	111,586.54		21,582.07		582.21		.00		.00		79,942.53		.00		.00		.00		.00		1,826.57							
		2015																											
***** Totals for Tax year																													
# of Properties Processed		74,040																											
		Total																											
Original Balances	55,862,934.27	TAX		51,122,449.39		Spec Asmt		3,841,944.00		Deferred		423,473.95		CB Deferred		.00		Interest		430,369.82		Fees		44,697.11					
Total Adjustments	870,343.81	175,167.56		271,458.97		2,272.98		.00		.00		418,713.18		.00		.00		.00		.00		5,010.10							

ACS TAX COLLECTION SYSTEM
05/03/2021 09:10:30

BOC MONTHLY REPORT

CARTERET COUNTY
TC650R

PAGE 2

Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts									User Codes									Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9			
Total Collections	54,721,474.96	50,805,039.67	3,535,533.44	4,760.77																			36,096.58			
Unpaid Balances	271,109.50	142,242.16	34,951.59	.00																			3,590.43			
***** Totals for Tax year 2016																										
# of Properties Processed 78,526																										
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	57,597,502.10	52,998,419.93	3,626,613.00	450,547.88	.00	448,175.56	73,645.73																			
Total Adjustments	895,380.65-	348,256.60-	83,738.16-	445,116.43-	.00	.00	18,269.46-																			
Total Collections	56,311,119.10	52,425,181.66	3,498,133.58	4,809.49	.00	334,429.19	48,565.18																			
Unpaid Balances	391,002.35	224,981.67	44,741.26	721.96	.00	113,746.37	6,811.09																			
***** Totals for Tax year 2017																										
# of Properties Processed 79,456																										
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	58,973,037.63	54,088,967.10	3,924,321.00	466,172.13	.00	392,187.33	101,390.07																			
Total Adjustments	490,754.17-	320,050.18-	129,855.05-	2,296.45-	.00	.00	38,552.49-																			
Total Collections	57,555,495.54	53,476,823.38	3,731,164.56	12,950.92	.00	276,599.29	57,957.39																			
Unpaid Balances	926,787.92	292,093.54	63,301.39	450,924.76	.00	115,588.04	4,880.19																			
***** Totals for Tax year 2018																										
# of Properties Processed 78,635																										
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	60,028,471.71	55,341,527.56	3,833,304.00	485,352.01	.00	351,088.14	16,200.00																			
Total Adjustments	236,712.85-	192,879.70-	42,565.97-	1,065.81-	.00	.00	201.37-																			
Total Collections	58,742,400.21	54,765,564.05	3,708,514.70	13,977.81	.00	242,388.76	11,954.89																			
Unpaid Balances	1,048,358.65	383,083.81	82,223.33	471,308.39	.00	108,659.38	4,043.74																			
***** Totals for Tax year 2019																										
# of Properties Processed 79,912																										
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	61,076,246.71	56,481,324.44	3,827,703.00	485,872.13	.00	269,337.14	12,010.00																			
Total Adjustments	439,355.02-	394,846.20-	44,249.96-	167.69-	.00	.00	101.17-																			
Total Collections	59,235,031.78	55,403,350.33	3,659,870.73	12,230.43	.00	154,328.27	5,252.02																			
Unpaid Balances	1,401,849.91	683,127.91	123,582.31	473,474.01	.00	115,008.87	6,656.81																			
***** Totals for Tax year 2020																										
# of Properties Processed 81,471																										
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		

ACS TAX COLLECTION SYSTEM
05/03/2021 09:10:30

BOC MONTHLY REPORT

CARTERET COUNTY
TC650R

PAGE 3

Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts									User Codes									Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9			
Original Balances	76,460,752.30	69,914,325.19	5,844,777.00	498,298.38																			15,980.00			
Total Adjustments	613,840.01-	279,670.36-	333,854.64-	.00																			315.01-			
Total Collections	73,599,122.91	68,205,885.02	5,272,055.25	13,429.87																			4,268.36			
Unpaid Balances	2,247,789.38	1,428,769.81	238,867.11	484,866.51																			11,396.63			

ACS TAX COLLECTION SYSTEM
05/03/2021 09:10:30

BOC MONTHLY REPORT

CARTERET COUNTY
TC650R

PAGE 4

Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts									User Codes									Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9			
***** Totals for FINAL TOTALS																										
# of Properties Processed 778,149																										
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																		
Original Balances	586,158,514.86	543,429,787.39	34,718,214.00	3,716,792.79	.00	3,928,604.12	365,116.56																			
Total Adjustments	4,478,837.12-	1,875,289.56-	1,022,058.89-	1,544,483.41-	.00	.00	37,005.26-																			
Total Collections	574,552,742.75	538,095,136.66	33,055,779.89	67,421.45	.00	3,049,183.84	285,220.91																			
Unpaid Balances	7,126,934.99	3,459,361.17	640,375.22	2,104,887.93	.00	879,420.28	42,890.39																			

f. NCVTS Motor Vehicle Refund Report



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/3/2021 11:24:36 AM

Owner	Address	County	Vehicle ID	Adjustment	Bill #	Reason	Date	Amount	Tax	Refund
GILCHRIST, JEFFREY LAWRENCE	173 HARRIS ST	NEWPORT, NC 28570	0060362070	< \$100	HHD5523	Refund Generated due to adjustment on Bill #0060362070-2020-2020-0000	Situs error	04/29/2021	9010 Tax \$0.00 1460 Tax (\$66.91) 32 Tax \$11.43	\$0.01 (\$3.35) \$0.57 (\$12.00) Refund \$58.25
GLOVER, TERESA LYNN	220 OLD CAUSEWAY RD	ATLANTIC BEACH, NC 28512	0029126634	Proration	BH87336	Refund Generated due to proration on Bill #0029126634-2020-2020-0000-00	Vehicle Sold	04/07/2021	9010 Tax (\$14.58) 1352 Tax (\$7.96)	\$0.00 (\$14.58) \$0.00 (\$7.96) Refund \$22.54
GOLETTE, MELINDA REELS	PO BOX 2372	BEAUFORT, NC 28516	0044859024	Proration	FJH1683	Refund Generated due to proration on Bill #0044859024-2020-2020-0000-00	Tag Surrender	04/30/2021	9010 Tax (\$8.15) 44 Tax (\$1.73) 46 Tax (\$1.46) 70 Tax (\$1.36)	\$0.00 (\$8.15) \$0.00 (\$1.73) \$0.00 (\$1.46) \$0.00 (\$1.36) Refund \$12.72
HOLLAND, CHARLIE THOMAS	214 THREE OAKS CT	SWANSBORO, NC 28584	0060313803	Adjustment >> \$100	33AJDV	Refund Generated due to adjustment on Bill #0060313803-2020-2020-0000-00	Military	04/28/2021	9010 Tax (\$96.43) 40 Tax (\$29.22) 19 Tax (\$14.81)	\$0.00 (\$96.43) \$0.00 (\$29.22) \$0.00 (\$14.81) Refund \$140.28
HOOD, CLINT ANTHONY	828 MANN ST	NEWPORT, NC 28570	005499412	Proration	CN10039	Refund Generated due to proration on Bill #005499412-2020-2020-0000-00	Tag Surrender	04/28/2021	9010 Tax (\$9.86) 1480 Tax (\$11.81)	\$0.00 (\$9.86) \$0.00 (\$11.81) Refund \$21.67
HORRELL, LARRY DANE	3285 NC 96 HWY N	SELMA, NC 27576	0050669499	Adjustment < \$100	8W71925	Refund Generated due to adjustment on Bill #0050669499-2020-2020-0000	Situs error	04/28/2021	9010 Tax \$0.00 1460 Tax (\$54.97) 16 Tax \$15.31	\$0.01 (\$0.01) (\$2.75) (\$57.72) \$0.77 (\$16.08) Refund \$41.65
HUDSON, WILLIAM RUCKER JR	1208 SHACKLEFORD ST	MOREHEAD CITY, NC 28557	0060347935	Adjustment < \$100	CN10600	Refund Generated due to adjustment on Bill #0060347935-2020-2020-0000-00	Over Assessment	04/20/2021	9010 Tax (\$19.99) 1351 Tax (\$23.02)	\$0.00 (\$19.99) \$0.00 (\$23.02) Refund \$43.02
J CRABTREE ELECTRIC CO	395 PARK AVE STE 100	YOUNGVILLE, NC 27596	0054879635	Proration	ECF7006	Refund Generated due to proration on Bill #0054879635-2020-2020-0000-00	Tag Surrender	04/27/2021	9010 Tax (\$6.67) 1460 Tax (\$7.98)	\$0.00 (\$6.67) \$0.00 (\$7.98) Refund \$14.65
J CRABTREE ELECTRIC COMPANY INC	395 PARK AVE STE 100	YOUNGVILLE, NC 27596	0056711300	Proration	BMJ7641	Refund Generated due to proration on Bill #0056711300-2019-2019-0000-00	Tag Surrender	04/27/2021	9010 Tax (\$9.22) 1460 Tax (\$10.81)	\$0.00 (\$9.22) \$0.00 (\$10.81) Refund \$19.83
JOHNSON, CAROL MARIE	175 BAY RUN	NEWPORT, NC 28570	0018795077	Proration	ADN6886	Refund Generated due to proration on Bill #0018795077-2019-2019-0000-00	Tag Surrender	04/21/2021	9010 Tax (\$2.83) 31 Tax (\$0.37) 48 Tax (\$0.37)	\$0.00 (\$2.83) \$0.00 (\$0.37) \$0.00 (\$0.37) Refund \$3.57
JOHNSON, CAROL MARIE	175 BAY RUN	NEWPORT, NC 28570	0021006959	Proration	CBA6482	Refund Generated due to proration on Bill #0021006959-2019-2019-0000-00	Tag Surrender	04/20/2021	9010 Tax (\$6.77) 31 Tax (\$0.87) 48 Tax (\$0.87)	\$0.00 (\$6.77) \$0.00 (\$0.87) \$0.00 (\$0.87) Refund \$0.87



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/3/2021 11:24:36 AM

Owner	Address	County	Vehicle ID	Adjustment	Bill #	Reason	Date	Amount	Tax	Refund
KENAN, LINDA DICKENS	168 JONES GUT DR	BEAUFORT, NC 28516	0040148690	Proration	FCF1466	Refund Generated due to proration on Bill #0040148690-2020-2020-0000-00	Tag Surrender	04/16/2021	9010 Tax (\$61.26) 49 Tax (\$7.77) 23 Tax (\$19.03)	\$0.00 (\$61.26) \$0.00 (\$7.77) \$0.00 (\$19.03) Refund \$78.06
KILLIAN, KATHLEEN ANN	228 EASY ST	JACKSONVILLE, NC 28545	0060331644	Adjustment < \$100	RAH3411	Refund Generated due to adjustment on Bill #0060331644-2020-2020-0000	Situs error	04/19/2021	9010 Tax \$0.00 1354 Tax \$32.78 1460 Tax (\$45.43) 98 Tax \$3.45	\$0.00 (\$0.00) \$2.36 (\$35.16) (\$3.30) (\$48.73) \$0.25 (\$3.70) Refund \$9.87
LEONARD, ELYSABETH LEIGH	133 WILDWOOD RD APT 511	NEWPORT, NC 28570	0054043960	Proration	TCM8518	Refund Generated due to proration on Bill #0054043960-2019-2019-0000-00	Tag Surrender	04/06/2021	9010 Tax (\$3.05) 1351 Tax (\$3.74)	\$0.00 (\$3.05) \$0.00 (\$3.74) Refund \$6.79
LEPPO, WILLIAM HARRY	751 WETHERINGTON LANDING	STELLA, NC 28562	0047956278	Proration	JN3387	Refund Generated due to proration on Bill #0047956278-2019-2019-0000-00	Tag Surrender	04/22/2021	9010 Tax (\$5.36) 40 Tax (\$1.73) 19 Tax (\$0.86)	\$0.00 (\$5.36) \$0.00 (\$1.73) \$0.00 (\$0.86) Refund \$7.95
LOOMIS, ROBERT EDWARD	183 CALEDONIA DR	EASLEY, SC 29642	0059548112	Proration	U037N	Refund Generated due to proration on Bill #0059548112-2020-2020-0000-00	Tag Surrender	04/21/2021	9010 Tax (\$67.19) 31 Tax (\$8.15) 48 Tax (\$8.15)	\$0.00 (\$67.19) \$0.00 (\$8.15) \$0.00 (\$8.15) Refund \$93.49
LOPEZ, SANCHEZ, DANY	515 TOM MANN RD	LOT 115 NEWPORT, NC 28570	0055998909	Proration	TCM9601	Refund Generated due to proration on Bill #0055998909-2020-2020-0000-00	Tag Surrender	04/09/2021	9010 Tax (\$0.89) 35 Tax (\$0.27)	\$0.00 (\$0.89) \$0.00 (\$0.27) Refund \$1.16
LOPEZ, SANCHEZ, DANY	515 TOM MANN RD	LOT 115 NEWPORT, NC 28570	0050933410	Proration	JM7995	Refund Generated due to proration on Bill #0050933410-2020-2020-0000-00	Tag Surrender	04/09/2021	9010 Tax (\$73.57) 35 Tax (\$22.29)	\$0.00 (\$73.57) \$0.00 (\$22.29) Refund \$95.86
MARSHBURN, CARLA HUDSON	105 SCOTCH BONNET DR	EMERALD ISLE, NC 28594	0051216070	Proration	BFX3344	Refund Generated due to proration on Bill #0051216070-2020-2020-0000-00	Tag Surrender	04/01/2021	9010 Tax (\$9.85) 1556 Tax (\$4.63)	\$0.00 (\$9.85) \$0.00 (\$4.63) Refund \$14.48
MCCORMICK, ROBERT PERRY II	120 OLGA RD	BEAUFORT, NC 28516	0060407670	Proration	CN10627	Refund Generated due to proration on Bill #0060407670-2020-2020-0000-00	Tag Surrender	04/29/2021	9010 Tax (\$1.65) 42 Tax (\$0.35) 48 Tax (\$0.30) 75 Tax (\$0.28)	\$0.00 (\$1.65) \$0.00 (\$0.35) \$0.00 (\$0.30) \$0.00 (\$0.28) Refund \$2.58
MCDANIEL, RUTH HOBBS	PO BOX 1449	ATLANTIC BEACH, NC 28512	0001035427	Proration	TYH1401	Refund Generated due to proration on Bill #0001035427-2019-2019-0000-00	Vehicle Sold	04/09/2021	9010 Tax (\$6.96) 1353 Tax (\$4.42) 94 Tax (\$0.36)	\$0.00 (\$6.96) \$0.00 (\$4.42) \$0.00 (\$0.36) Refund \$11.74



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/3/2021 11:24:36 AM

Owner	Address	County	Vehicle ID	Registration	Reason	Amount	Refund	Tag	Assessment	Refund	Total	
MCGAVOCK, LAURA BROADWAY	MCGAVOCK, LAURA BROADWAY	MCGAVOCK, CHARLES MASON EARL	113 OAK HILL LN	ATLANTIC BEACH, NC 28512	Adjustment + \$100	0057637006	HKX5395	Refund Generated due to adjustment on Bill #0057637006-2020-2020-0000	Situs error	04/15/2021	9010 Tax \$0.00 \$0.00 \$0.00 1400 Tax (\$36.01) (\$2.61) (\$39.62) 41 Tax \$9.12 \$0.06 \$9.78 Refund \$29.84	\$0.00
MICHEL, LYLE ROBERT	MICHEL, LYLE ROBERT		210 GORDON ST	BEAUFORT, NC 28516	Proration	0056029983	YVF7092	Refund Generated due to proration on Bill #0056029983-2019-2019-0000-00	Tag Surrender	04/01/2021	9010 Tax (\$2.72) \$0.00 (\$2.72) 1150 Tax (\$4.04) \$0.00 (\$4.04) 45 Tax (\$0.53) \$0.00 (\$0.53) Refund \$7.29	\$0.00
MURRAY, ISAH JR	MURRAY, ISAH JR		140 ISSAC MURRAY DR	BEAUFORT, NC 28516	Adjustment + \$100	0060311363	THL8825	Refund Generated due to adjustment on Bill #0060311363-2020-2020-0000	Situs error	04/16/2021	9010 Tax \$0.00 \$0.00 \$0.00 1400 Tax (\$93.49) \$0.00 (\$93.49) 44 Tax \$16.57 \$0.00 \$16.57 45 Tax \$14.20 \$0.00 \$14.20 78 Tax \$13.02 \$0.00 \$13.02 Refund \$49.70	\$0.00
NOVAK, GABRIELLE ANN	NOVAK, GABRIELLE ANN		109 PINEWOOD DR	NEWPORT, NC 28570	Proration	0054023544	HCD9387	Refund Generated due to proration on Bill #0054023544-2019-2019-0000-00	Tag Surrender	04/01/2021	9010 Tax (\$7.89) (\$0.39) (\$8.28) 32 Tax (\$1.72) (\$0.09) (\$1.81) Refund \$10.09	\$0.00
OWENS CONSTRUCTO N CO INC	OWENS CONSTRUCTO N CO INC		109 SHERWOOD BLVD	BEAUFORT, NC 28516	Proration	0014396192	ABF772	Refund Generated due to proration on Bill #0014396192-2020-2020-0000-00	Tag Surrender	04/14/2021	9010 Tax (\$25.08) \$0.00 (\$25.08) 25 Tax (\$6.84) \$0.00 (\$6.84) 27 Tax (\$5.08) \$0.00 (\$5.08) Refund \$38.00	\$0.00
OWENS CONSTRUCTO N INC	OWENS CONSTRUCTO N INC		109 SHERWOOD BLVD	BEAUFORT, NC 28516	Proration	0014390303	TTR7207	Refund Generated due to proration on Bill #0014390303-2020-2020-0000-00	Tag Surrender	04/20/2021	9010 Tax (\$11.27) \$0.00 (\$11.27) 1561 Tax (\$4.02) \$0.00 (\$4.02) 37 Tax (\$2.05) \$0.00 (\$2.05) 19 Tax (\$1.71) \$0.00 (\$1.71) Refund \$19.05	\$0.00
PETRIKAK, THOMAS JOSEPH	PETRIKAK, THOMAS JOSEPH		304 TREASURE CAY CT	CAPE CARTERET, NC 28584	Proration	0056490810	TCX6620	Refund Generated due to proration on Bill #0056490810-2020-2020-0000-00	Tag Surrender	04/22/2021	9010 Tax (\$115.43) \$0.00 (\$115.43) 1561 Tax (\$41.10) \$0.00 (\$41.10) 37 Tax (\$20.99) \$0.00 (\$20.99) 19 Tax (\$17.49) \$0.00 (\$17.49) Refund \$195.01	\$0.00
POOLE, HAMPTON ROCHELLE B	POOLE, HAMPTON ROCHELLE B		215 STELLA BROCKWAY DR	STELLA, NC 28582	Proration	0048414755	HCE1629	Refund Generated due to proration on Bill #0048414755-2019-2019-0000-00	Tag Surrender	04/30/2021	9010 Tax (\$2.93) \$0.00 (\$2.93) 40 Tax (\$0.95) \$0.00 (\$0.95) 19 Tax (\$0.47) \$0.00 (\$0.47) Refund \$4.35	\$0.00
RATLEY, JENNIFFER ANNE	RATLEY, JENNIFFER ANNE		913 DORSET WAY	TRENT WOODS, NC 28582	Proration	0048231212	ECLU1	Refund Generated due to proration on Bill #0048231212-2020-2020-0000-00	Tag Surrender	04/19/2021	9010 Tax (\$40.22) \$0.00 (\$40.22) 1556 Tax (\$18.89) \$0.00 (\$18.89) Refund \$59.11	\$0.00
RIGGS, JERRY	RIGGS, JERRY		113 HILL DR	SWANBORO, NC 28584	Adjustment + \$100	0060061022	JCY8732	Refund Generated due to adjustment on Bill #0060061022-2020-2020-0000	Situs error	04/15/2021	9010 Tax \$0.00 \$0.00 \$0.00	\$0.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/3/2021 11:24:36 AM

Owner	Address	County	Vehicle ID	Registration	Reason	Amount	Refund	Tag	Assessment	Refund	Total	
								1400 Tax (\$49.36) \$0.00 (\$49.36) 1561 Tax \$14.66 \$0.00 \$14.66 37 Tax \$7.50 \$0.00 \$7.50 19 Tax \$6.25 \$0.00 \$6.25 Refund \$20.99				
SCHULTE, JOSEPH WILLIAM	SCHULTE, JOSEPH WILLIAM		118 GULF STREAM DR	EMERALD ISLE, NC 28594	Proration	0053048472	HCD9064	Refund Generated due to proration on Bill #0053048472-2019-2019-0000-00	Tag Surrender	04/23/2021	9010 Tax (\$11.80) \$0.00 (\$11.80) 1556 Tax (\$5.90) \$0.00 (\$5.90) Refund \$17.70	\$0.00
SHAUL, BRETT EDWARD	SHAUL, BRETT EDWARD		804 CHATHAM ST	NEWPORT, NC 28570	Adjustment + \$100	0060348872	CN10603	Refund Generated due to adjustment on Bill #0060348872-2020-2020-0000-00	Over Assessment	04/20/2021	9010 Tax (\$27.55) \$0.00 (\$27.55) 35 Tax (\$8.35) \$0.00 (\$8.35) Refund \$35.90	\$0.00
STALEY, SUSAN BARBER	STALEY, SUSAN BARBER		1260 MOBILE DR	ATLANTIC BEACH, NC 28512	Proration	0024950278	ALN8003	Refund Generated due to proration on Bill #0024950278-2020-2020-0000-00	Tag Surrender	04/29/2021	9010 Tax (\$45.70) \$0.00 (\$45.70) 1352 Tax (\$24.93) \$0.00 (\$24.93) Refund \$70.63	\$0.00
STANCL, JONATHAN TAYLOR	STANCL, JONATHAN TAYLOR		2908 CHELSEA DR NW	WILSON, NC 27696	Proration	0057137925	CL61892	Refund Generated due to proration on Bill #0057137925-2019-2019-0000-00	Tag Surrender	04/19/2021	9010 Tax (\$54.47) \$0.00 (\$54.47) 1480 Tax (\$62.73) \$0.00 (\$62.73) Refund \$117.20	\$0.00
STOUT, EVANS ANN	STOUT, EVANS ANN		409 EMERALD PLANTATION RD	EMERALD ISLE, NC 28594	Proration	0048648542	FLS4645	Refund Generated due to proration on Bill #0048648542-2020-2020-0000-00	Tag Surrender	04/16/2021	9010 Tax (\$2.20) \$0.00 (\$2.20) 1556 Tax (\$1.03) \$0.00 (\$1.03) Refund \$3.23	\$0.00
VILLA, FRANK MARTINEZ JR	VILLA, FRANK MARTINEZ JR		105 COUNTRY CT	NEWPORT, NC 28570	Proration	0020327859	TFN8943	Refund Generated due to proration on Bill #0020327859-2020-2020-0000-00	Tag Surrender	04/14/2021	9010 Tax (\$6.73) \$0.00 (\$6.73) 35 Tax (\$2.04) \$0.00 (\$2.04) Refund \$8.77	\$0.00
WALCZAK, SALLY JO	WALCZAK, SALLY JO	WALCZAK, DAVID STEPHEN	119 BREAK WATER DR	NEWPORT, NC 28570	Proration	0049706205	UH00	Refund Generated due to proration on Bill #0049706205-2020-2020-0000-00	Tag Surrender	04/01/2021	9010 Tax (\$92.89) \$0.00 (\$92.89) 32 Tax (\$18.99) \$0.00 (\$18.99) Refund \$111.85	\$0.00
WATSON, MARIE PHILLIPS	WATSON, MARIE PHILLIPS		106 FAIRWAY CT	MOREHEAD CITY, NC 28557	Proration	0052991881	YTK3038	Refund Generated due to proration on Bill #0052991881-2020-2020-0000-00	Tag Surrender	04/22/2021	9010 Tax (\$13.47) \$0.00 (\$13.47) 32 Tax (\$2.75) \$0.00 (\$2.75) Refund \$16.22	\$0.00
WILLIAMS, NOAH LOFTIN	WILLIAMS, NOAH LOFTIN		2009 BRIDGES ST	MOREHEAD CITY, NC 28557	Proration	0060045326	RSW4996	Refund Generated due to proration on Bill #0060045326-2020-2020-0000-00	Tag Surrender	04/26/2021	9010 Tax (\$19.87) \$0.00 (\$19.87) 1351 Tax (\$22.89) \$0.00 (\$22.89) Refund \$42.76	\$0.00
WORRELL, CHRISTOPHER TODD	WORRELL, CHRISTOPHER TODD	ARNOULT, ALLISON TEMPLE	106 FAIRWAY CT	MOREHEAD CITY, NC 28557	Proration	0049710868	FCP1680	Refund Generated due to proration on Bill #0049710868-2020-2020-0000-00	Tag Surrender	04/22/2021	9010 Tax (\$20.00) \$0.00 (\$20.00) 32 Tax (\$4.09) \$0.00 (\$4.09) Refund \$24.09	\$0.00
											Refund \$2707.58	

3. Approval of Microsoft Enterprise Agreement Licensing Renewal

INFORMATION TECHNOLOGY

Ray Hall, CGCIO
IT Director
Information Technology



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

To: Board of Commissioners
From: Ray Hall, IT Director
Date: May 17, 2021
Subject: Microsoft Enterprise Agreement Licensing Renewal

Attached for your approval is our tri-annual licensing agreement renewal for all of the County's Microsoft Licensing and Subscriptions. This licensing contract is renewed every three years to cover licensing for all Microsoft products used by Carteret County. This item is centrally funded annually in the Information Technology budget to support all County departments. Staff recommends approval of this contract to keep the County fully licensed for Microsoft Products. This is also on State Contract 208C with our reseller.

Microsoft software covers the vast majority of products used by the County for both client and enterprise operations. This covers all computer operating systems (Windows 10, etc.), office productivity applications (Word, Excel, Access, Outlook, PowerPoint, Visio, etc.), Server Operating Systems and Applications (Windows Servers, SQL Database Servers, Windows Data Center Servers for Virtualization, Exchange E-Mail & Webmail Servers, SharePoint Servers, System Center Servers, etc.). This also covers all of our annual Office 365 subscription licenses, which covers our E-mail, Calendaring, SharePoint, OneDrive, Teams, Azure, and other Cloud Services. Our Microsoft licensing truly encompasses our core business operating systems which makes it critical to keep the County fully licensed and protected from out of pocket upgrades and support costs.

Additional benefits that accompany our Microsoft Enterprise Agreement are conditional access security and MFA security for our Microsoft accounts, free license version upgrades for all products so the County always has access to current software versions, free home versions of Office for County Employees, free online training for client and server products, and access to all cloud Office 365 functionality for E-mail, Office, SharePoint, and Skype. This architecture furthers our resiliency for E-Mail and other server redundancy and opens functionality for mobile Apps that embrace this technology. The annual cost for all of our licenses and subscriptions is \$259,371.04 which also covers our VMWare Server physical hosts, which run all of the County's Microsoft Servers. Thank you for your time and consideration.



Pricing Proposal
Quotation #: 19980048
Created On: 1/27/2021
Valid Until: 1/31/2021

County of Carteret

Inside Account Executive

Ray Hall
NC
United States
Phone: (252) 728-8508
Fax:
Email: ray.hall@carteretcountync.gov

Evan Steinfield
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-564-8567
Fax: 732-254-8224
Email: evan_steinfeld@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQM-00001 Coverage Term: 7/1/2021 - 6/30/2022	660	\$56.02	\$36,973.20
2 CoreCALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12415 Coverage Term: 7/1/2021 - 6/30/2022	60	\$18.38	\$1,102.80
3 CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12417 Coverage Term: 7/1/2021 - 6/30/2022	600	\$15.43	\$9,258.00
4 O365GCCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Coverage Term: 7/1/2021 - 6/30/2022	260	\$216.22	\$56,217.20
5 O365GCCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Coverage Term: 7/1/2021 - 6/30/2022	400	\$183.78	\$73,512.00
6 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Coverage Term: 7/1/2021 - 6/30/2022	18	\$576.58	\$10,378.44
7 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302	2	\$1,344.80	\$2,689.60
8 SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Coverage Term: 7/1/2021 - 6/30/2022	8	\$48.32	\$386.56
9 VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Coverage Term: 7/1/2021 - 6/30/2022	4	\$99.10	\$396.40

10	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Coverage Term: 7/1/2021 – 6/30/2022	300	\$41.77	\$12,531.00
11	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Coverage Term: 7/1/2021 – 6/30/2022	96	\$124.49	\$11,951.04
12	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Coverage Term: 7/1/2021 – 6/30/2022	40	\$18.02	\$720.80
13	WINVDAPerDvc ALNG SubsVL MVL PerDvc Microsoft - Part#: 4ZF-00019 Coverage Term: 7/1/2021 – 6/30/2022	450	\$96.12	\$43,254.00
			*Tax	\$0.00
			Total	\$259,371.04

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

4. Approval of Environmental Systems Research Institute, Inc. ("ESRI") GIS Enterprise Licensing Agreement Renewal

INFORMATION TECHNOLOGY

Ray Hall, CGCIO
IT Director
Information Technology



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

To: Board of Commissioners
From: Ray Hall, IT Director
Date: May 17, 2021
Subject: ESRI GIS Enterprise Licensing Agreement Renewal

Attached for your approval is our tri-annual licensing enterprise agreement renewal for all of the County's GIS Licensing and Subscriptions. This licensing contract is renewed every three years to cover licensing for all ESRI GIS products used by Carteret County. The enterprise agreement grants us unlimited licensing use of their software for all County staff. This item is centrally funded annually in the Information Technology budget to support all County departments and is recommended for approval by staff.

The previous annual maintenance cost for our ESRI licensing was \$51,000 and the new annual cost for all of our licenses and subscriptions under this renewal is \$55,000.00, which is an increase of \$4,000. We have many departments that utilize GIS services and use ESRI software which would not be able to afford to do so without this enterprise agreement in place, as perpetual licensing costs far exceed the level of usage we are able to gain from this agreement. We also have hundreds of daily users, from citizens to real estate agents, that use our GIS website and online services. Having the ability to utilize this system with unlimited users greatly increases our ability to efficiently and effectively deliver GIS services to staff, citizens, and businesses without unexpected costs to the County. Thank you for your time and consideration.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 4/16/2021 To: 7/15/2021

Quotation # Q-417300

Date: April 20, 2021

Customer # 499 Contract #

County of Carteret
 Information Technology Dept
 302 Courthouse Sq
 Beaufort, NC 28516-6709

ATTENTION: Ray Hall
 PHONE: (252) 728 8508
 EMAIL: ray.hall@carteretcountync.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
			Subtotal:	\$165,000.00
			Sales Tax:	\$11,137.50
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$176,137.50

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christie Roland	Email: croland@esri.com	Phone: (704) 541-9810 x8638
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esri/itsite/media/legal/product-specific-terms-of-use/300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

ROLANDC This offer is limited to the terms and conditions incorporated and attached herein.

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

5. Approval of Purchase of Equipment in Support of Spectrum's Previous Local Public, Educational & Governmental ("PEG") Channel

INFORMATION TECHNOLOGY

Ray Hall, CGCIO
 IT Director
 Information Technology



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

To: Board of Commissioners
 From: Ray Hall, IT Director
 Date: May 17, 2021
 Subject: Spectrum PEG Channel

Spectrum is no longer going to be running the local PEG (Public, Educational, & Governmental) channel since they are no longer required to do so legislatively. They have reached out to Carteret & Craven Counties to see who may want to take it over. I have spoken with them about this process, however they have heard no response back from Craven County. They will need one of us to take over the Channel, or they will just remove it from their programming lineup in the coming months.

Spectrum has agreed to install all of the equipment in our network room, since they already have fiber here, at no cost. This is a savings to the county of at least \$18,000 according to Spectrum. However, we will still need to purchase a piece of equipment to deliver & schedule the content to the channel over the equipment that Spectrum provides back to their network. Right now, the content on this channel is primarily Carteret County Commissioner meetings, maybe static information provided by Spectrum, and meetings from Craven County and Havelock on a non-consistent basis. Of course, we don't currently have a media department to start generating new content for the channel, but we would technically have the ability to push any governmental content we would like to as it is created or made available. This could include general information, or produced video from other sources pertaining to information we want to spread, such as Hurricane information, etc. In the short term, we would likely still post Commissioner meetings, potentially start streaming them live, and post some static, basic information when other content isn't available.

The content device we would need to purchase is attached to this memo and has an initial cost of \$10,940 with an annual maintenance cost of \$1,200. To clarify, this channel is only available to those with traditional cable service and not to those that solely utilize various streaming services (this includes Spectrum Streaming, it is not available on this service). For those with any form of internet service can currently access Commissioner Meetings and other County Governmental information and media through our website and social media, including our current live streaming of meetings.



CASTUS Corporation
 165 NE Juniper Street Suite 200
 Issaquah, WA 98027 US
 (800) 215-3880
 nathan@castus.tv
 castus.tv

ADDRESS
 Ray Hall
 Carteret County
 302 Court House Square
 Beaufort, NC 28516 USA

SHIP TO
 Ray Hall
 Carteret County
 302 Court House Square
 Beaufort, NC 28516 USA

ESTIMATE # 1403
 DATE 03/23/2021

SHIP VIA
 UPS Ground

SALES REP
 Henry

DESCRIPTION	QTY	RATE	AMOUNT
CASTUS QuickCast Single Channel Video Server 1 Channel HD/SDI and IP video server with 1 HD/SDI input Support for a wide variety of file formats Daily, weekly, monthly, yearly and event scheduling interfaces Audio input for default music Real time automatic audio balancing on output Playlist and multi-region playlist creator Video editor for assembling and trimming clips RSS overlay capability Built in file manager Video input for live/record controls Reporting- number of airs, first run, as run log and meta data reports 4 Global Overlays HDMI Preview Channel Hardware: 2RU chassis with single power supply 4TB of storage 120GB SSD for CASTUS OS 24X DVD-RW	1	9,995.00	9,995.00
INCLUDES 3 YEAR HARDWARE WARRANTY	1	795.00	795.00
2019 QuickCast 4TB RAID Upgrade	1	1,200.00	1,200.00
CASTUS C4 Support and Maintenance includes- • Access to the CASTUS Forum, with rapid response times, for up to 4 employees. • A dedicated support email address that automatically generates a support ticket for you, instantly notifying our support team. • Access to a live, certified CASTUS representative over the phone 9a to 5p (PST). • 2 scheduled training sessions for new hires, or refresh courses for existing employees. • 2 in-depth sessions with a CASTUS technician • Regular CASTUS updates			
More information on CASTUS support- https://castus.tv/support/index.html#/	1	-	-1,200.00
Discount Services-C-4 Included in Year 1		800.00	0.00
Phone Support for Installation and Training-Will be provided at no charge.	0		

QuickCast single SDI or IP (RTMP from Boxcast) and SD/HD-SDI output and IP simulcast. Will feed to Charter encoder; Request they provide SD-SDI and not SD analog/composite encoder if possible; Otherwise a Decimator 2 SDI to analog/composite down converter is needed. Add \$395

SUBTOTAL 10,790.00
 SHIPPING 150.00
TOTAL \$10,940.00

Accepted By

Accepted Date



April 6, 2021
 Carteret County
 302 Court House Square
 Suite 112
 Beaufort, NC 28516

Dear Ray:
 Please be advised that CASTUS Corporation located at 165 NE Juniper, Suite 200, Issaquah, WA 98027 is the exclusive and sole provider of CASTUS Corporation's Recording, Scheduling and Playback Servers in the Southeast Region. CASTUS coordinates all sales activity, authorized service, contracts, installation and training for our products and services in Southeast.
 If you have any further questions or concerns, please do not hesitate to contact me directly at our Florida office at (407) 495-0660.

Best Regards,
Henry Lisenbee
 Sr. Sales Director
 CASTUS, Inc.
henry@castus.tv
www.castus.tv
 Florida Office 407.495.0660
 Seattle Corporate Office 800-215-3880 X 713

6. Approval of Contract for the Remaining Window Replacement at the Department of Social Services & Authority for the Manager to Sign

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Robin V. Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns, II

Clerk to the Board
Rachel B. Hammer

DATE: 5/6/21
TO: Board of Commissioners
CC: Tommy Burns, County Manager
Gene Foxworth, Assistant County Manager
FROM: Aaron Elms, General Services Director
RE: Award of DSS window replacement.

Carteret County Public Buildings has recently requested bids for replacement of 12 windows and repairing weather rot caused by leaking windows. DSS will fund this project with allotted facility repair funds currently available in their budget. A total of 2 bids were received for this project with Primus Structures being the low bid at \$38,390.00. We would recommend the award of this contract at this time

INFORMAL CONTRACT

County of Carteret, NC
Department of Social Services
Window Replacement

SCOPE OF WORK

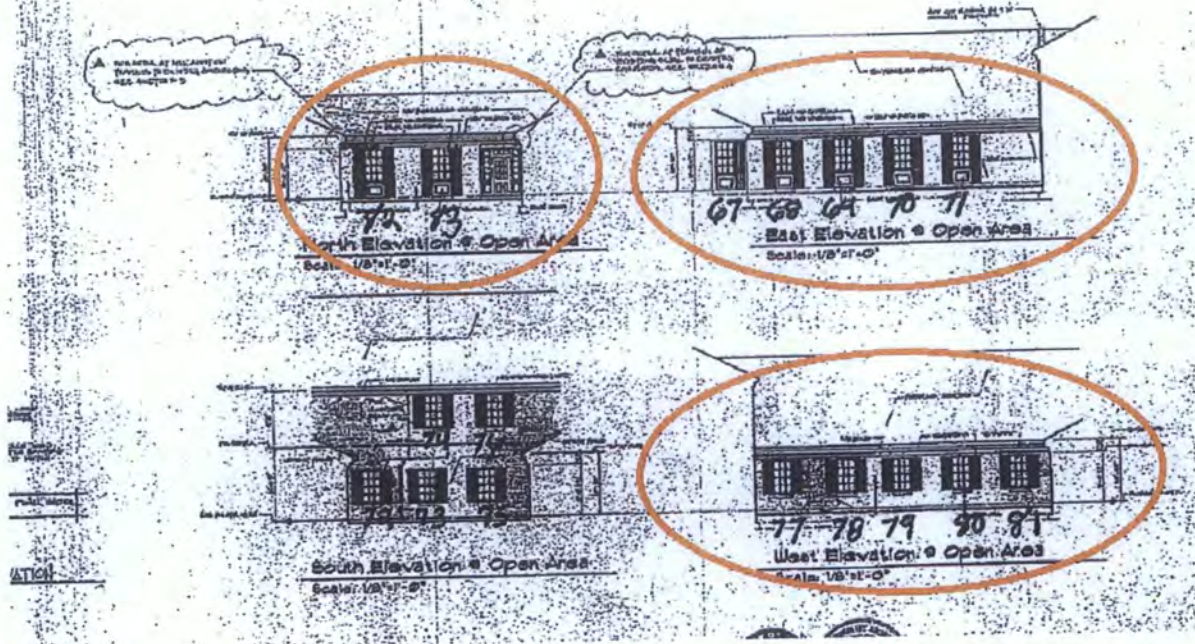
Replace Windows and Wood Rot at the Department of Social Services located at 210 Craven Street, Beaufort, NC 28516.

Details are as follows:

- The Contractor shall replace a total of twelve (12) windows at DSS with specified Pella Windows (37x65 Pella Architect Series Traditional SE double hung with aluminum EnduraClad exterior and white aluminum interior). Windows are identified as 67,68,69,70,71,77,78,79,80,81,82,83 Pictures of window locations are below.
- The Contractor shall replace all deteriorated trim, framing and sills around the windows specified within the base bid. Trim, panels, framing and sills shall be sanded, prepped, caulked and painted with Sherwin Williams – Exterior Duration to match existing color.
- The Contractor shall ensure no damage to the interior walls, trim etc. while working on the windows. If such damages occur, it shall be the Contractors responsibility to repair/replace damages to preconstruction conditions.
- Moving of all materials, equipment and all cleaning including but not limited to screws/nails on ground, paint splatter on brick, windows or landscaping shall be handled by the Contractor.
- The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

Base Bid

COURTYARD



GENERAL CONDITIONS

GENERAL

- a) It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a) The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b) All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c) No changes shall be made in the Work except upon written approval and change order by Director, Carteret County General Services.
- d) Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e) However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
- f) If at any time during the construction and completion of the work covered by these contract documents, the conduct of any worker of the various crafts be adjudged a nuisance to the Owner or if any worker be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g) The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

- a) The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising from non-compliance with requirements.

- b) All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

SAFETY REQUIREMENTS

- a) The Contractor shall be solely responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b) The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c) The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

- a) Carteret County is not exempt from North Carolina State Sales and Use Taxes on labor, material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b) The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap about any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

- (a) To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.
- (b) In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:
- \$1,000,000 per occurrence /\$2,000,000 aggregate-Bodily Injury Liability, and
\$100,000 --- Property Damage Liability or 1,000,000 per occurrence /\$2,000,000 aggregate-
Combined Single Limit Bodily Injury and Property Damage.
- (c) The Contractor upon execution of this Contract shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

INVOICE FOR PAYMENT

- a) Payment will be made in one lump sum within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices, which are to include the contract, account and job order numbers.
- b) Each invoice shall note the amount of Sales Tax paid by the Contractor, contain release of lien from subcontractors and vendors for prior invoices paid, and contain a notarized contractor's affidavit.
- c) The contractor's affidavit shall state, "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- d) Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Ray Farnum
Project Manager
Carteret County Government
5231 Business Drive, Newport, NC 28570
252-241-6913

- e) It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

- a) The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

GUARANTEE

- a) The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.
- b) Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c) Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be under this Contract on a date to be specified in written order from the County and or shall fully complete all work **hereunder by August 31, 2021** as will be stated in the Notice to Proceed for this contract.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Temporary utilities services are furnished at contractor's expense unless otherwise noted. (i.e.; power, water, sewer, steam, telephones, portable toilets, trash containers, etc.)

No temporary services required.

INSTRUCTIONS FOR WORKING ON COUNTY PROPERTY

- a) Parking & Traffic - Construction that will block facility traffic flow/close street requires one week written notice to the Public Building Manager.
- b) Decorum - It is illegal for any person to have firearms, alcoholic beverages, drugs (except those prescribed by a physician) on County property. Violators will be reported to local law enforcement.
- c) Behavior - Indecent language, harassing "cat" calls or whistles, etc., will not be tolerated. Violators will be removed from county property immediately; questions will be asked later. Proper dress is required, long pants and shirts will be worn at all times. Loud music is not permitted.
- d) Use of Building - Contractor personnel are not permitted to use Buildings/Facilities for restrooms, eating, or leisure activity. Unless prior approval is granted by County Representative.
- e) Locate for Utilities - When digging or trenching on or adjacent to County property, a 48-hour notice is required to locate existing underground utilities. Contractor must contact the Public Works Department (252-648-7878) as well as the NC One Call Center (1-800-632-4949) for public utilities.
- f) Disruption of Utilities - When any underground utilities or unusual conditions are damaged or encountered, contact the Public Works Department (252-648-7878) immediately. The Public Works Department will investigate and advise as needed. Contractor must have personnel available to effect immediate repair. If damage occurred due to failure of the County to properly locate utilities, the contractor will be reimbursed.
- g) Planned Outages - Outages needed to allow contractor to complete or perform work, must be scheduled with the Public Buildings Department (252-648-7877). One week written notice is required for all outages.
- h) Access to Buildings - Access to perform work in a building after normal working hours (8:00 a.m. to 5:00 p.m. Monday - Friday) must be coordinated through the Public Buildings Department with 24 hours in advance. Exterior work performed after normal working hours should also be reported to the Public Works Department 24 hours in advance.

ALTERNATE BIDS (ADD OR DEDUCT)

N/A

MINORITY BUSINESS PARTICIPATION

- a) It is the intent of the County to encourage Contractors in making every effort to utilize Minority Business Enterprises for subcontracted work. The County has established efforts to record participation of such Enterprises by the attached "Appendix E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS". The Contractor shall include the attached Appendix E with each pay application.
- b) Bidders can use the Office for Historically Underutilized Business website <http://www.doa.state.nc.us/doa/hub/> to locate HUB contractors.
- c) Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

E-VERIFY EMPLOYER COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor" "its subcontractors" and "comply" shall have the meanings intended by NCGS 153A-499 (b). The County is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 153A-499 (b).

SUPERINTENDENT

The Contractor shall employ a competent superintendent who shall represent the Contractor and have the authority to make field decisions necessary for performing the work. Competency must be demonstrated by performing high quality construction work on time according to Contractor's approved schedule. County reserves the right to require replacement of the superintendent by Contractor without explanation from the County.

INDEMNIFICATION

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, or its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit.

PERFORMANCE AND PAYMENT BONDS

A Performance Bond is not required.

A Payment Bond is not required.

PRE-CONSTRUCTION CONFERENCE

The owner requires a pre-construction conference to review project with contractor. Date will be set after award of contract.

PROJECT SCHEDULE

The owner may require a project schedule to show dates for planned work phases and completion date.

SUMMARY OF PAPERWORK

Prior to Award

- 1 – Submit Certificate of Insurance for liability and Worker's Compensation.
- 2 – Submit Iran Divestment Act Certification.

After Award

- 1 – Submit Project Schedule
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.

Final Payment

- 1 – Submit invoice only after work is complete.
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.
- 3 – Submit Contractor's Warranty Letter, state date of acceptance agreed with owner.
- 3 – Submit Contractor's Affidavit Letter.

PROPOSAL AND CONTRACT

Carteret County Department of Social Services Window Replacement

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Carteret County for the furnishing of all materials, equipment, and labor necessary to complete the Carteret County Department of Social Services Window Replacement described in these documents in full and complete accordance with requirements, specifications, and contract documents, and to the full and entire satisfaction of Carteret County for the sum of:

Base Bid - \$38,390.00

Contractor: **Primus Structures**

Federal ID#: 83-1091860

Witness: JIM SABINO

By: David Thompson
David Thompson

Title: President
(Owner, partner, corp. Pres. or Vice President)

Address: 2896 Hwy 24, Suite H Newport, NC 28570

Email Address: david@primusstructures.com

Attest: (corporation)

(Corporate Seal)

By: Jennifer Hill License #: 80425
Jennifer Hill

Title: Corporation Secretary
(Corporation Secretary/Ass't Secretary.)

COUNTY OF CARTERET

Tommy Burns, County Manager

(Seal)

Primus Structures

David Thompson
Authorized Representative

(Seal)

David Thompson
Printed Name
President
Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to form:

Dee Meshaw, County Finance Officer

Rob Wheatly, County Attorney

NORTH CAROLINA
COUNTY OF CARTERET GOVERNMENT

I, _____ a Notary Public of the State and County aforesaid certify that Tommy Burns acknowledged that he is the County Manager of County of Carteret, and that authority duly given as the act of the Board signed the foregoing instrument signed in its name by the County Manager, sealed with its corporate seal.

WITNESS my hand and official seal, this _____ day of _____, 2021

Notary Public

My Commission expires: _____

(Required of all Applicants)
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Tommy R Burns, on behalf of
Name of Authorized Official

Carteret County
Legal Name of Applicant

Hereby certifies that:

No Federal/State 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 any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature of Authorized Official

Seal Subscribed and sworn to me (date)

Notary Public

Printed Name and Address

My commission expires (date)

Affix Notary Seal Here

7. Approval of Employee Medical Insurance Benefit Plan Renewal for FY21-22

Carteret County Human Resources Department

Jaime Long
Human Resources Director



Tel: (252) 728-8405
Fax: (252) 848-0287
Jaime.Long@carteretcountync.gov

DATE: 05/17/2021
TO: Carteret County Board of Commissioners
FROM: Jaime Long, Human Resources Director
RE: Employee Benefit Plan Renewal FY21 /22

Historically, the Carteret County Government medical plan spending on claims has significantly exceeded the total premiums paid to Blue Cross Blue Shield ("BCBS"). This year, the claims were lower than the premiums paid due to the County's continued dual plan options and employees having fewer medical appointments due to COVID. Although these claims are still higher than the 80% loss ratio goal, the decrease of claims allowed for the County to receive lower increases to our renewal rates.

Medical

Under the guidance of our broker, McGriff, we are requesting to renew our health insurance coverage with Blue Cross Blue Shield of North Carolina at a 1.2% premium rate increase. If approved, this will be effective August 1, 2021 through July 31, 2022. BCBS has initiated a small increase to the out of pocket maximum of the BCBS High Deductible Health Plan, and outpatient labs will be subject to the deductible for the Buy Up 123 Plan. Change in Premium Rates: \$ 3,565,787 (current rate) / \$3,608,650 (renewal rate)

We also propose to continue to offer a \$150 monthly stipend to employees who opt out of the health insurance plan due to having additional health insurance coverage. Lastly, BCBS is no longer offering a defined wellness program. The County has engaged our broker, McGriff, to find the County another viable wellness program resource.

Dental

We recommend remaining with Ameritas Dental. They requested a dental increase of 5% with a two-year rate guarantee. The County has not had a dental increase from Ameritas since 2018.

I recommend these insurance increases for approval. I will be available at your convenience to answer questions you may have regarding plan renewal.

cc: Tommy Burns, County Manager
Dee Meshaw, Asst. County Manager/Finance Director
Rachel Hammer, Clerk to the Board

8. Approval of Budget Amendments
 a. South River EMS Fund Loan: \$32,000

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
 Assistant County Manager
 Finance Department



Tel: (252) 728-8410
 Fax: (252) 728-0133
 deem@carteretcountync.gov
 www.carteretcountync.gov

To: Board of Commissioners
 From: Dee Meshaw, Assistant County Manager
 Date: May 17, 2021
 Subject: South River EMS Fund Loan and Budget Amendment

Attached for your consideration is a \$32,000 General Fund loan to the South River EMS Fund. Current year expenses are greater than anticipated. In addition, because this is the first year of South River EMS fund and services there are no reserves in the fund. Therefore, it is recommended the General Fund loan \$32,000 to the South River EMS Fund. In addition, a budget amendment is required to appropriate the funding. It is projected the South River EMS Fund will pay the loan back to the General Fund over 4 to 5 years. The loan and attached budget amendment is recommended for approval.

Carteret County
Budget Amendment
Fiscal Year 2020-2021
Department: South River EMS Fund
Date: 05/17/21

Justification: To appropriate loan funds into the South River EMS Fund from the General Fund

Fund	Description	Account Number	Increase
South River Fund	Revenues	Loan from General Fund	<u>32,000</u>
	Total Increase in Revenues		<u>32,000</u>
	Expenditures		
	Salaries	275.10.4370.12100	25,640
	FICA	275.10.4370.18100	2,500
	Retirement	275.10.4370.18200	2,575
	401K	275.10.4370.18700	<u>1,285</u>
	Total Increase in Expenditures		<u>32,000</u>

Chair Board of Commissioners _____

Date: _____

- b. Register of Deeds Special Revenue Fund: \$20,000

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: May 17, 2021
Subject: Register of Deeds Special Revenue Fund Budget Amendment

Attached for your consideration is a \$20,000 budget amendment appropriating fees the Register of Deed's Office is required to collect and remit to the State. Collections are greater than anticipated, and therefore, a budget amendment is needed. The attached budget amendment is recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: Various

Date: 5/17/2021

Justification: To appropriate additional revenue and expense due to projections exceeding budget

Fund	Description	Account Number	Increase
Register Deeds of Trust Special Revenue Fund	Revenue	Register of Deeds of Trust Funds	20,000
		Total Increase in Revenues	<u>20,000</u>
	Expenditures	ROD Trust Funds: to the State	20,000
		Total Increase Expenditures	<u>20,000</u>

Chariman, Board of Commissioners: _____

Date: _____

c. Appropriation of Reserve Funds for Beaufort EMS: \$79,982

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: May 17, 2021
Subject: EMS Special Revenue Fund Budget Amendment

Attached for your consideration is a \$79,982 budget amendment appropriating reserve funds for Beaufort EMS. During the April Commissioners' meeting, the Board approved replacing cardiac monitors defibrillators; however, a budget amendment was not submitted with the department's requires. Therefore, a budget amendment is needed. The attached budget amendment is recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: EMS Special Revenue Fund

Date: 5/17/2021

Justification: To appropriate Beaufort EMS reserve funds for cardia monitor/ defibrillators approved during April 2021 Board of Commissioners meeting

Fund	Description	Account Number	Increase
EMS Special Revenue Fund	Revenue		
	Beaufort EMS Res Fund Balance	270.10.3990.990	<u>79,982</u>
	Total Increase in Revenues		<u>79,982</u>
	Expenditures		
	Beaufort EMS Reserves	270.10.4390.69900	<u>79,982</u>
	Total Increase Expenditures		<u>79,982</u>

Chariman, Board of Commissioners: _____

Date: _____

- d. Appropriation of Revenues for the Sheriff's Office from Concealed Weapon Permits: \$14,000

Office of the Sheriff

ASA B. BUCK, III
SHERIFF



304 CRAVEN STREET
BEAUFORT, NC 28516

PH: 252.728.8400
FAX: 252.504.4818

To: Carteret County Board of Commissioners
From: Sheriff Asa Buck *WB*
Subject: Appropriation of concealed weapon permits revenues
Date: May 17, 2021

I am requesting that concealed weapon revenue funds in the amount of \$14,000.00 be appropriated to the concealed weapon expenditure line due to the increase of concealed weapon revenues and applications.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: Sheriff

Date: 5/17/2021

Justification: Appropriate concealed weapon revenue to expenditure line.

Fund	Description	Account Number	Increase	Decrease
Expenditures	Concealed weapon expenditure	110.10.4310.193000	14,000	
Revenue	Concealed weapon expenditure	110.10.3431.451	14,000	
Total Increase/Decrease Expenditures			14,000	-

Approval Chairman, Board of Commissioners _____

9. Approval of Workers' Compensation, Property and Liability Insurance Renewals

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: May 17, 2021
Subject: Workers' Compensation, Property and Liability Insurance

For your consideration is a request to renew Workers' Compensation, property and liability insurance coverage with NC Association of County Commissioners for fiscal year 2022. The annual insurance premiums are \$812,149, with \$340,279 in Workers' Compensation premiums and \$471,870 in property and liability premiums. The funding is included in the FY22 recommended budget. Staff recommends renewing our insurance with NC Association of County Commissioners. This will be effective July 1, 2021 through June 30, 2022.

10. Approval of Contract for Large Sediment Sampling: \$28,902.50

Shore Protection Manager

Greg L. Rudolph
Tel: (252) 222.5835
Fax: (252) 222.5826
grudolph@carteretcountync.gov



Memorandum

To: Carteret County Board of Commissioners (CBOC)
From: Greg "rudi" Rudolph
Date: May 17, 2021
Re: Approval of Contract for Large Sediment Sampling (**\$28,902.50**)

In February of this year, the CBOC approved a series of State and federal documents pertaining to a \$28,903 grant we were awarded to collect large sediments on the beach. The grant has since been codified/executed as "NCDEQ #CW20049" and includes no local cost-share provisions. The grant was pursued because the State's Division of Coastal Management changed its "native beach" sampling protocol and to their credit, rather than administrating this change as an "unfunded mandate", they obtained federal monies to develop a grant program for local communities. The attached is simply a contract with our engineering firm at Moffatt & Nichol to perform the sampling work consistent with the grant, which requires your approval and of course will be 100% reimbursable pursuant to NCDEQ #CW20049. Thank you as always for consideration.

AGREEMENT BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made on the 27 day of April, 2021, by and between, County of Carteret hereinafter called CLIENT, and Moffatt & Nichol, hereinafter called ENGINEER, for the following Project (the "Project"): Large Sediment Sampling

The CLIENT and ENGINEER for mutual consideration agree as set forth below:

1. ENGINEER'S SERVICES

The ENGINEER shall perform professional services in connection with the Project, as set forth below, and as may be further described in Exhibit "A".

2. ENGINEER'S CHARGES

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate Engineer and the total compensation shall not exceed the dollar amount indicated herein, and as may be further described in Exhibit "A".

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$ 28,902.50.
 TIME AND MATERIALS. Compensation for these services will not exceed \$ Dollar Amount without written authorization.

3. INSURANCE AND LIABILITY PROVISIONS

- 3.1. The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage.
3.2. The CLIENT agrees to limit the ENGINEER's liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to the ENGINEER's professional negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed the ENGINEER's total fee for services rendered on this Project.

4. CLIENT'S RESPONSIBILITY

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

- 4.1. Furnish to the ENGINEER all survey and all soils data, as well as other Project documentation as may be requested by ENGINEER, and upon which ENGINEER may reasonably rely.
4.2. The ENGINEER makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the performance or failure to perform soils investigations and testing.
4.3. Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services.

- 4.4. Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

5. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to ENGINEER's compensation for services performed on an Hourly Rate basis and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project.

6. PAYMENTS TO THE ENGINEER

- 6.1. Progress payments shall be made in proportion to services rendered or as otherwise indicated within this Agreement and shall be due and owing upon the ENGINEER's submittal of any invoice. Past due amounts owed shall include a late payment Finance Charge which will be computed at the periodic rate of 1% per month, which is an Annual Percentage Rate of 12%, and will be applied to any unpaid balance 30 days after the date of the original invoice.
6.2. The ENGINEER may, upon seven days written notice, suspend services if CLIENT fails to make payments.
6.3. No deductions shall be made from the ENGINEER's compensation on account of penalty or other sums withheld from payments to Contractors.
6.4. Hourly Rates and Reimbursable Expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased Hourly Rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER when such rates provide the basis for the ENGINEER's compensation.
6.5. If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.

7. GENERAL PROVISIONS

- 7.1. All Drawings, Specifications and other work data of the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is completed or not. The CLIENT shall not reuse any of the ENGINEER's instruments of service on extensions of this Project or on any other project without the prior written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT.
7.2. Neither the CLIENT nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

- 7.3. This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination.
- 7.4. This Agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.
- 7.5. Any dispute or claim arising out of this Agreement shall be determined as follows: CLIENT and ENGINEER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, ENGINEER and CLIENT agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved, the disagreement shall be decided by such remedies of law as they are available to the parties. This Agreement shall be governed by the laws of the State of North Carolina.
- 7.6. Should litigation occur between the two parties relating to the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
- 7.7. Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 7.8. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 7.9. The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning temporary retention of excavations and any erection methods and temporary bracing.
- 7.10. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.
- 7.11. Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the CLIENT.
- 7.12. (a) The parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement, including applicable non-U.S. laws and regulations.

(b) Neither party shall, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Agreement that is illegal under any applicable law, regulation, ordinance or other governmental requirement, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. In addition, no Party shall give, offer, promise or authorize, directly or indirectly, in connection with this Agreement, anything of value to an official, officer, employee or any other person in an official capacity for or on behalf of any government, state-owned enterprise, agents or advisors to other international organizations.

(c) If either party breaches any of the covenants contained in this Article, the non-breaching party shall have the right to immediately terminate this Agreement without penalty and shall be indemnified by the breaching party against all losses arising under this Article 7.12.

8. NOTICES

Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed as follows:

CLIENT:

County of Carteret – Shore Protection Office
P.O. Box 4297
Emerald Isle, North Carolina 28594

Attention: Greg "Rudi" Rudolph

ENGINEER:

Moffatt & Nichol
4700 Falls of Neuse, Suite 300
Raleigh, North Carolina 27609

Attention: Patrick Graney, P.E., Vice President

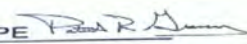
Notices shall be deposited in the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both parties.

ENGINEER's Federal Tax ID # is 95-1951343

Attachments: Exhibit "A"

ENGINEER:
MOFFATT & NICHOL
A California Corporation

BY: Patrick R. Graney, PE 
TITLE: Vice President

DATE: April 27, 2021

WITNESS: Made VanderBeke

ATTEST

CARTERET COUNTY

Clerk to Board

Chairperson, Carteret County Board of Commissioners

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

APPROVED AS TO FORM & LEGALITY

Finance Director

County Attorney



moffatt & nichol

MN CLIENT AGREEMENT - BASIC

EXHIBIT "A"
STATEMENT OF SERVICES

Scope of Work for the Large Sediment Sampling
Carteret County, North Carolina



SCOPE OF WORK

Introduction

The North Carolina Division of Coastal Management (NCDQM) has revised the requirements for large sediment sampling of the native beach which can be found in rule 15A NCAC 07H.0312 "Technical Standards for Beach Fill Projects". Each community with a beach nourishment project will be required to sample sediments equal to or greater than one inch and shell material equal to or greater than three inches in diameter and provide a summary report to NCDQM.

Task 1 – Grant Application

Moffatt & Nichol will assist the Carteret County Shore Protection Office with submittal of the Large Sediment Sampling grant application.

Task 2 – Data Collection

Moffatt & Nichol will dispatch a field team to sample sediments equal to or greater than one inch and shell material equal to or greater than three inches diameter along 128,393 ft of shoreline within the Bogue Banks project area. Sampling will be performed through visual inspection of 10,000 square foot areas centered on sampling transects. In accordance with NCDQM guidelines, each sampling transect will be spaced no further than 5,000 apart with a minimum of five evenly spaced transects per project area. Thus, a total of 26 sampling transects will be required for the Bogue Banks project area.

Task 3 – Analysis & Report

Moffatt & Nichol will process and analyze the data collected in the field to determine arithmetic mean of large sediments (greater than one inch) and shell material (greater than three inches) per transect for the project area. Moffatt & Nichol will develop a report to be submitted to NCDQM which documents the field data collection and summarizes the results of the analysis.

PROJECT COST

The fee estimate for large sediment sampling is presented on the following page. The Lump Sum Cost is: **\$28,902.50.**

Scope of Work for the Large Sediment Sampling
Carteret County, North Carolina



Fee Proposal												moffatt & nichols		
Carteret Large Sediment Sampling														
Date: January 22, 2021														
Task 1: Grant Application														
Sub	Classification	Principal Engineer	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Eng. II	Staff Eng. I	General Clerical	Total Hours	Total Labor Cost		
Task	Rate	\$ 250.00	\$ 236.00	\$ 195.00	\$ 165.00	\$ 140.00	\$ 120.00	\$ 110.00	\$ 98.00	\$ 60.00				
1	Grant Application Submittal			0.5	1						1.5	\$ 262.50		
	Subtotal Labor Budget	\$ -	\$ -	\$ 97.50	\$ 165.00	\$ -	\$ -	\$ -	\$ -	\$ -	1.5	\$ 262.50		
	Subtotal Labor Hours	-	-	0.5	1	-	-	-	-	-				
Task 2: Data Collection														
Sub	Classification	Principal Engineer	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Eng. II	Staff Eng. I	General Clerical	Total Hours	Total Labor Cost		
Task	Rate	\$ 250.00	\$ 236.00	\$ 195.00	\$ 165.00	\$ 140.00	\$ 120.00	\$ 110.00	\$ 98.00	\$ 60.00				
1	Field Work Planning			1	2		4				7.0	\$ 1,005.00		
2	Field Work (26 Transects)						58	58			116	\$ 13,340.00		
	Subtotal Labor Budget	\$ -	\$ -	\$ 195.00	\$ 330.00	\$ -	\$ 7,440	\$ 6,380	\$ -	\$ -	123.0	\$ 14,345.00		
	Subtotal Labor Hours	-	-	1	2	-	62	58	-	-				
Task 3: Analysis & Reporting														
Sub	Classification	Principal Engineer	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Eng. II	Staff Eng. I	General Clerical	Total Hours	Total Labor Cost		
Task	Rate	\$ 250.00	\$ 236.00	\$ 195.00	\$ 165.00	\$ 140.00	\$ 120.00	\$ 110.00	\$ 98.00	\$ 60.00				
1	Field Data Processing						8	8			16	\$ 1,840.00		
2	Draft Report for DCM			2.5	5		24	24			55.5	\$ 6,832.50		
3	Final Report for DCM			2.5	5		8	8			23.5	\$ 3,152.50		
	Subtotal Labor Budget	\$ -	\$ -	\$ 975.00	\$ 1,650	\$ -	\$ 4,800	\$ 4,400	\$ -	\$ -	95	\$ 11,825.00		
	Subtotal Labor Hours	-	-	5	10	-	40	40	-	-				
Miscellaneous Expenses														
	Gas for Rental Car	400	miles	@	\$ 0.15	per mile						\$ 60.00		
	Rental Vehicle	7	days	@	\$ 70.00	per day						\$ 490.00		
	Airfare	0	trips	@	\$ 500.00	per trip						\$ -		
	Lodging (6 nights x 2 people)	12	days	@	\$ 100.00	per day						\$ 1,200.00		
	Meals (6 days x 2 people)	12	days	@	\$ 60.00	per day						\$ 720.00		
	Parking	0	days	@	\$ 20.00	per day						\$ -		
	Subtotal Travel											\$ 2,470.00		
Total Cost														
	Total Engineering Services											\$ 26,432.50		
	Total Miscellaneous Expenses											\$ 2,470.00		
	Total Cost											\$ 28,902.50		

11. Approval of Juvenile Crime Prevention Council ("JCPC") Grant Fund Distributions for FY21-22
 - a. Carteret Structured Day: \$87,853
 - b. Teen Court/Juvenile Restitution & Community Service: \$57,959
 - c. Home-Based Services: \$54,736
 - d. Administration: \$7,562

Carteret County Juvenile Crime Prevention Council Executive Summary

The Carteret County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop a County Plan for FY 2021 through FY 2022.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Carteret County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan: An Action Plan to impact delinquent behavior has been developed. With the goals, measurable objectives and corresponding outcomes, the JCPC proposes to:

Prevent and reduce delinquent behaviors
Increase public awareness and delinquency prevention
Provide a continuum of community resources to address delinquency and at-risk behaviors

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency Carteret County.

- Mentoring
- Mediation
- Parent and Family Skill Building
- Interpersonal/Social Skill Building
- Vocational Skills
- Restitution/ Community Service Program
- Teen Court
- Juvenile Structured Day
- Home Based Family Counseling
- Therapeutic Foster Care

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored. The monitoring results, program utilization, and program outcomes/evaluations were considered in making funding allocation decisions. The JCPC continues to conduct implementation monitoring of its action plan and funded programs.

Carteret County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 208,110 Local Match: \$ 111,617 Rate: 30%

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

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Structured Day - Boys&Girls Club	\$87,853			\$33,418		\$121,271	28%	
2	Teen Court/Restitution & Community Service - Boys&Girls Club	\$57,959			\$19,442		\$77,401	25%	
3	Building Bridges Home Based - Easter Seals UCP	\$54,736	\$50,600		\$8,157		\$113,493	52%	
4	Carteret JCPC Administration	\$7,562					\$7,562		
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TOTALS:		\$208,110	\$50,600		\$61,017		\$319,727	35%	

The above plan was derived through a planning process by the Carteret County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2021-22.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type initial plan update final

_____ DPS Use Only _____

Reviewed by _____	Area Consultant _____	Date _____
Reviewed by _____	Program Assistant _____	Date _____
Verified by _____	Designated State Office Staff _____	Date _____

 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

Monitoring Forms are on file in the Area Office for the 2020-2021 funded programs:

- Carteret Structured Day
- Teen Court/Juvenile Restitution and Community Service
- Building Bridges Home Based Services

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services.

As required by statute, the JCPC recommends allocation of the NC Department of Public Safety/ Division of Juvenile Justice, Juvenile Crime Prevention Council Funds to the following programs in the amounts specified below for FY 2021-2022 (See #2 Carteret Funding Plan 2021-22):

Carteret Structured Day	\$87,853
Teen Court/Juvenile Restitution and Community Service	\$57,959
Home Based Services	\$54,736

The JCPC further recommends that the following amount be allocated from the NC DPS funds for the administrative costs of the Council for FY 2020-21, **\$7,562.**

Respectfully submitted,

Bill Taylor, JCPC Secretary

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

12. Approval of Proclamation in Support of Vulnerable Adult and Elder Abuse Awareness Month

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



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

PROCLAMATION VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH 2021

WHEREAS, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15th; and

WHEREAS, protecting North Carolina's vulnerable and older adults is a community responsibility, and all citizens are charged under State law to report suspected abuse, neglect, or exploitation to their local County Department of Social Services; and

WHEREAS, North Carolina's vulnerable and older adults of all social, economic, racial, and ethnic backgrounds may be targets of abuse, neglect, or exploitation which can occur in families, long-term care settings, and communities; and

WHEREAS, there is an average of 30,000 reports of abuse, neglect, or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services; and

WHEREAS, national and international research shows that abuse, neglect, and exploitation of vulnerable and older adults is grossly underreported; and

WHEREAS, the State of North Carolina enacted the Nation's first elder abuse law, and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and

WHEREAS, Mother's Day and Father's Day are National holidays intended to honor, respect, and promote the dignity and well-being of our older citizens.

NOW THEREFORE BE IT RESOLVED that the Carteret County Board of Commissioners does hereby proclaim Mother's Day through Father's Day, May 9, 2021 through June 20, 2021, as "VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTH" in Carteret County and commends its observance to all citizens.

This the 17th day of May 2021.

Ed Wheatly, Chairman

Attest:

Rachel Hammer, Clerk to the Board

13. Approval of Contract for Paving the Driveways at Otway and Highway 101 Convenience Sites, & Approval for County Manager to Sign: \$74,000

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns, II

Clerk to the Board
Rachel B. Hammer

MEMORANDUM

DATE: May 10, 2021

TO: Carteret County Board of Commissioners

CC: Tommy Burns, County Manager

FROM: Eugene Foxworth, Assistant County Manager

A handwritten signature in blue ink, appearing to be "E. Foxworth", is written over the "FROM" line.

RE: Paving at Otway and Hwy 101 Convenience Sites

Please see the attached bid and contract for paving the driveways at the Otway and Highway 101 Convenience Sites. We solicited three bids and received two, the attached being the lower. We recommend award to Thomas Simpson Construction Company Inc. with a total project cost of \$74,000.

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

V. PUBLIC COMMENT

Mr. Clark Patton, 181 Shell Landing Road, Beaufort & Mr. Patrick Kelly, 204 Shell Landing Road, Beaufort. Mr. Patton shared that he would like to thank Chairman Wheatly and Commissioner Mansfield for meeting with them last week regarding the citizens' concern for public water. Mr. Patton shared that he planned to meet with other Commissioners prior to the June meeting. Mr. Kelly thanked Commissioners.

~~**VI. INTRODUCTION OF THE MAY EMPLOYEE OF THE MONTH**~~

(Item removed as amended)

VII. INTRODUCTION OF MS. JESSICA ADAMS, DSS DIRECTOR

Ms. Cindy Holman shared that she is happy to introduce Ms. Jessica Adams, our new DSS Director. Jessica is a 14-year veteran of Social Services; she is an ECU grad. She most recently worked for Jones County as their DSS Director, and we are just absolutely thrilled to have her.

Ms. Adams shared that it has been a pleasure being in Carteret County, and stated that she thinks it's really true that people who live near the water are happier. She shared that everybody has welcomed her with open arms, and she looks forward to serving the citizens in Carteret County.

The Commissioners congratulated and welcomed Ms. Adams.


VIII. RESULTS OF APRIL 24, 2021 TRASH TRAWL

(Due to technical difficulties, a copy of Mr. Mroch's presentation could not be projected; a copy of the presentation was in the Commissioners' packet)

Mr. Ryan Mroch stated that he hosted an event called the Carteret County Trash Trawl as a conservation service project for a rare conservation award called the William T. Hornaday Award.

I learned about the Hornaday Award Program when I was eight years old from an article in the Scout Life Magazine, and I told my father at that point, that I would like to try for that award. He said yes, I will help you with that, thinking that I would forget about it since this was about six years ago. I had to wait until I got to the rank of 1st class in order to begin work on the Hornaday Award, and when that happened about two years ago, I started to begin work on the four projects required. In short, I built a composter for Tiller School, then I helped the Carteret Community College to relocate 7,000 tons of oysters, but what I'm here for, is the third project. That is the Carteret County Trash Trawl. I got the idea from a County Commissioners' meeting in 2019, where I learned that water pollution was the County's number two problem. I thought that somebody should do something about that, then I thought, I'm someone; I should do something about this. To begin research for the trash trawl, I decided to work with the Carteret County Big Sweep to clean up Radio Island Beach and collect data on trash accumulation by doing weekly beach cleanups there. To plan for the event itself, I reached out to local businesses in the community and I asked them to display flyers for the event and donate prizes such as gift cards and t-shirts to the event. I also made starfish trophies for the event almost entirely out of trash by melting down aluminum cans and finding driftwood to turn them into a plaque. During the event, I had 35 participants come out to collect about 3,200 pounds of trash. Some of that was metal, which I recycled to help fund the next project

which is actually coming up this week. It's a marsh grass planting. In conclusion, I wanted to say thank you to everyone who helped me, including those who donated to the event, the volunteers who helped me run it, the participants who helped collect the trash, and especially Ms. Dee Smith, who is the Carteret Big Sweep Coordinator, who helped me plan the data collection for the event. Mr. Mroch thanked Commissioners.

<h2 style="text-align: center;">Carteret County Trash Trawl</h2> <p style="text-align: center;">A report to the Carteret County Commissioners By: Ryan Mroch</p> 	<h3 style="text-align: center;">How I started the Carteret County Trash Trawl</h3> <ul style="list-style-type: none"> • Joined Cub Scouts at the age of 8 • Read about the Hornaday Awards in "Boy's Life" magazine and thought I should do that <ul style="list-style-type: none"> • But first I had to wait ...  
<h3 style="text-align: center;">Hornaday Requirements</h3> <ul style="list-style-type: none"> • The Hornaday Awards are a conservation award for Eagle-level projects. <ul style="list-style-type: none"> • Two levels (for scouts) <ul style="list-style-type: none"> • Badge (I just received mine!) <ul style="list-style-type: none"> • For a difficult conservation project • Medal <ul style="list-style-type: none"> • For four conservation projects  	<h3 style="text-align: center;">How the Trash Trawl Started</h3> <ul style="list-style-type: none"> • I came to a County Commissioner's meeting in 2018 for merit badge requirements <ul style="list-style-type: none"> • Trash in our waterways was listed as the second-most important problem in the county • I thought, "someone should do something about this" <ul style="list-style-type: none"> • Then I remembered, "I am someone."  
<h3 style="text-align: center;">Research for the Trash Trawl</h3>  <ul style="list-style-type: none"> • Collaboration with Carteret Big Sweep • Weekly cleanups of Radio Island • Discussions with the drone laboratory at the Duke University Marine Lab 	<h3 style="text-align: center;">Planning the Trash Trawl</h3> <ul style="list-style-type: none"> • Volunteers <ul style="list-style-type: none"> • US Coast Guard Auxiliary • Sea Scouts Ship 7730 • Carteret Community College • Participants • Donors <ul style="list-style-type: none"> • North Carolina Friends of the Maritime Museum • Floyd's 1921 (gift cards for prizes) • Jim Dandy (gift cards for prizes) • BG Digital • Chick Fil-a • Dank Burrito • Jane Hines 
<h3 style="text-align: center;">Planning the Trash Trawl, Continued</h3> <ul style="list-style-type: none"> • I created trophies out of driftwood I found on the beach and recycled aluminum cans we melted to mold into the trophies  	<h3 style="text-align: center;">The Trash Trawl</h3> <ul style="list-style-type: none"> • 35 contestants participated • 3,286 lbs. of trash collected <ul style="list-style-type: none"> • 680 lbs. of steel recycled to fund my next project!  

Thank you!

- North Carolina Friends of the Maritime Museum
- Floyd's 1921
- Jim Dandy
- BG Digital
- Chick Fil-a
- Dank Burrito
- Carteret Community College
- U.S. Coast Guard Auxiliary
- Sea Scout Ship 7730



IX. PUBLIC HEARING: PROPOSED TEXT AMENDMENTS TO ARTICLE III OF THE CARTERET COUNTY MANUFACTURED HOME, MANUFACTURED HOME PARK, AND RECREATIONAL VEHICLE PARK ORDINANCE

Motion: Commissioner Comer made a motion to excuse Commissioner Farrington from the meeting; seconded by Commissioner Mansfield. **Motion carried unanimously.**

Mr. Foxworth shared that we have some proposed text amendments for the Carteret County Manufactured Home Park and Recreational Vehicle Park Ordinance. This went before the Planning Commission last month, and they recommended approval. Largely what these amendments are, is it allows for camping cabins and manufactured homes inside of these approved RV parks. Of course, they have to be separated from the RVs, and also, we removed the grass buffer requirements.

Motion: Commissioner Comer made a motion to go into public hearing, seconded by Commissioner Cavanaugh; **motion carried unanimously.**

No one wished to speak in the public hearing.

Motion: Commissioner Comer made a motion to go out of public hearing, seconded by Commissioner Cavanaugh; **motion carried unanimously.**

Commissioner Cavanaugh asked Mr. Foxworth if he could explain the grass buffer requirement. Mr. Foxworth stated it was in the original ordinance, between the unit and the water. The Coastal Management requirement was 30 feet; their setback was greater than the County's, so it was redundant.

Motion: Commissioner Comer made a motion to approve the Resolution to amend Article III of Carteret County Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance; seconded by Commissioner Mansfield. **Motion carried unanimously.**

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: April 28, 2021
TO: Carteret County Board of Commissioners
CC: Tommy Burns, County Manager
FROM: Eugene Foxworth, Assistant County Manager & Planning Director
RE: Proposed Text Amendments to Article III of the Carteret County Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance

- Please see the attached proposed text amendments to Article III of the Carteret County Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance.
Specifically, these text amendments would allow for the addition of both camping cabins and manufactured homes to be located in a recreational vehicle park.
The proposed text amendments also eliminate the grassed buffer requirements while maintaining the vegetative screening requirements.
A number of other changes will help to modernize the County's requirements for RV parks.
The Planning Commission heard this item at their April 12, 2021 meeting. The vote was 4 to 1 to recommend approval of these text amendments. I am happy to answer any additional questions that you may have.

ARTICLE III. RECREATIONAL VEHICLE (RV) PARKS SPECIFICATIONS

Section 1. Development requirements for recreational vehicle parks.

- 1.1. Each new RV Park shall be located on a tract of land not less than three acres in size. All RV parks shall front on a public or private road.
1.2. Every RV space shall consist of a minimum area of 2,000 square feet. Each RV space shall be designated on the ground by markers or monuments.
1.3. No more than one RV unit may be parked on any one space.

1.3.1 Camping cabins: Camping cabins shall be permitted in RV parks. Camping cabins shall be located in a designated section of the park, and not co-mingled with other RV spaces or manufactured home spaces. Camping cabins shall be located on individual spaces. Every space shall consist of a minimum area of 2,000 square feet. Each camping cabin space shall be designated on the ground by markers or monuments. Each camping cabin shall be constructed according to the North Carolina Residential Building Code and shall comply with the Carteret County Flood Damage Prevention and Protection Ordinance, and all other applicable federal, state, and local regulations.

1.3.2 Manufactured Homes: Manufactured homes shall be permitted in RV parks. Manufactured homes shall be located in a designated section of the park, and not co-mingled with other RV spaces or camping cabin spaces. Every space shall consist of a minimum area of 7,500 square feet. Each manufactured home space shall be designated on the ground by markers or monuments. Each manufactured home shall comply with the State of North Carolina Regulations for Manufactured Homes, the Carteret County Flood Damage Prevention and Protection Ordinance, and all other applicable federal, state, and local regulations.

Minimum Setbacks for Manufactured Homes in a RV Park

Table with 2 columns: Setback location and Setback distance. Rows include: From the front lot line (20 feet), From the side lot line (7 feet), From the side on corner lot line (15 feet), From the rear lot line (10 feet).

- 1.4. All RV units, camping cabins, and manufactured homes located adjacent to an external public or private street shall be set back a minimum of 40 feet from the right-of-way edge of the travelway.
1.5. Parking spaces sufficient to accommodate at least one automobile and RV unit shall be constructed and stabilized so as not to cause standing water on site within each space and they shall be paved and/or covered with four inches of NC Department of Transportation-approved Type ABC stone compacted crushed stone or other similar materials. The improved areas may be limited to runners to minimize the development of ruts or low spots caused by vehicle tires. Camping cabin spaces shall include at least two automobile parking spaces. Manufactured home spaces shall include at least two automobile parking spaces.
1.6. Reserved.
1.7. All spaces within the Park shall be graded to prevent any water from ponding or accumulating on or around the recreational vehicle spaces, camping cabin spaces, and manufactured home spaces. The slope of the surface of the MH stand shall not exceed three-percent.
1.8. Reserved.
1.9. No space shall have direct vehicular access to an exterior public road.
1.10. The Park shall be developed with proper drainage ditches. All banks shall be sloped and seeded.
1.11. Cul-de-sac and dead-end streets: The maximum distance from an intersecting through street to the end of a cul-de-sac shall be 900 feet, except where, upon the approval of the planning commission, existing conditions warrant a modification of this requirement. The radius of the paved portion of a cul-de-sac shall be a minimum of 35 feet. The diameter of a cul-de-sac shall be a minimum of 96 feet.
1.12. The roads of the RV Park shall be paved and/or improved with a minimum compacted base of four inches of NC Department of Transportation-approved Type ABC stone. Two-way streets shall have a 20-foot right-of-way and 18 feet of improvement. One-way roads must have a 16-foot right-of-way and 14 feet of improvement.
1.13. When the RV park has more than one direct access to a public road, they shall not be less than 200 feet apart or closer than 300 feet to a public road intersection, unless topographical conditions or unusual site conditions demand otherwise.
1.14. Signs for identification of parks: Permanent RV Park signs shall not exceed 48 square feet in area. Such signs shall be placed so as not to obstruct the view of traffic and may be illuminated in such a fashion so as not to affect the view of motorists.
1.15. Screening and Buffering: Screening is used to reduce or hide the visual and noise impacts of non-residential uses on nearby residential and institutional land uses by using trees, shrubs, and other plant materials to materially hide the non-

residential uses and to muffle the sounds that are generated by them.—~~Buffering is used to reduce conflicts between and impacts on adjoining land uses by separating them with a buffer yard or strip.~~

1.15.1. **General screening requirements:** In all cases where a Recreational Vehicle Park use abuts any other use or zoning district, screening shall be provided in accordance with the requirements of this ordinance.

- a. When a recreational vehicle park property is developed adjacent to a residential or institutional use or district, a vegetative planting area that is at least 10 feet wide must be provided to materially screen, as determined by the Planning Director or designee, the principal and accessory structures and uses within the subject property from the view of abutting residential or institutional properties.
- b. When a recreational vehicle park property is developed across the street from a residential or institutional use or district, the vegetative planting area shall not be required in the front yard setback, except for a:
 - (1) Parking area or lot with five or more parking spaces,
 - (2) Side on corner setback of a corner lot (also known as the secondary front yard setback).
 - (3) Outdoor storage, and
 - (4) Boat storage area or facility.

For those exceptions where screening is required in the front yard setback, all screening shall be as close as possible and practical to the mobile home park property and extend no more than halfway to the right-of-way, except for any parking area or lot with five or more parking spaces. Such parking area or lot screening in the front yard setback shall use only species that generally do not grow to be taller than three feet.

- c. Lawns and other grassed areas shall not be included in calculating the width of the vegetative planting area. The vegetative planting area must be installed and be in compliance with this Ordinance before a Certificate of Occupancy can be granted.
- d. The vegetative planting area shall contain at least two groups of planted materials:
 - (1) **Group One:** At least two off-set rows of evergreen shrubs shall be planted whose trunks are spaced not more than four feet apart at planting (measured side-to-side, as well as row-to-row), have a planted height of at least three feet, and are of such type that can be expected to be five feet or more in height after three growing seasons. The row that will be planted nearest to the land use being screened shall usually be planted between three and five feet from the land use.
 - (2) **Group Two:** In addition, the vegetative planting area shall contain at least a separate row of shrubs that are dense, low-lying, continuous, and planted so as to visually fill-in the low-lying gaps between the trunks of the evergreen shrubs.

In addition to the required Group One and Group Two plantings, the developer is encouraged to do more than the minimum and to utilize additional groups and rows of shrubs and/or trees, as appropriate for the land use being screened and the surrounding residential and/or institutional uses.

- e. The intent of these screening requirements is that the Planning Director or designee shall have complete flexibility in approving the placement and location of the Group One and Two plantings so as to materially screen the ground floor of the land use or land uses. Such flexibility shall include placement at the property line, near the use, and all points in-between the use and the property line.

Chain-link and other wire fences cannot be used to provide required screening, even when slat inserts are used.

Such screening is not required at access points to the property, such as entrances, exits, driveways, and sidewalks. Screening planted near driveways, entrances, and exits intersecting with a roadway shall be planted so that the outside edge of the plantings is no closer than 15 feet to the intersection and shall be kept trimmed so that the outside edge of the plantings is no closer than 10 feet to the intersection. If a DOT driveway permit requires a sight triangle at a driveway, entrance, or exit, the portion of any required 15-foot vegetative planting area that would otherwise overlap the sight triangle shall be omitted.

- f. **Maintenance of screening:** All screening that is required by this ordinance shall be maintained in a healthy state by the property owner(s) so as to continue its effectiveness. Periodic inspections may be made to determine continued effectiveness of the required screening. Any deficiencies, if not addressed to the satisfaction of the Planning Director or designee, shall be treated as a violation of this ordinance.

Any shrub that is required screening that needs to be replaced due to an unhealthy state or because it has not grown to be five feet tall after three growing seasons shall be replaced within 30 days of notification in writing by the Planning Director or designee. Any trees that are required screening that need to be replaced due to an unhealthy state shall be replaced within 180 days of notification in writing by the Planning Director or designee. If the unhealthy state is caused by a natural disaster (such as a hurricane, extreme drought, forest fire, etc.), the replacement period for shrubs and trees shall be doubled to 60 days and 360 days, respectively.

The replacement screening shall be of the same species or of similar effectiveness for screening, as determined by the Planning Director or designee, and shall be at least as tall as the two nearest plants or plantings in that group, tier, or row, as appropriate.

- g. When a vegetative planting area is deemed inappropriate by the Planning Director or designee due to site, neighborhood, or other conditions, the Planning Director or designee may allow either a durable masonry wall or privacy fence or any combination of walls, fences, and vegetation that are designed to be compatible with the character of adjacent properties, as determined by the Planning Director or designee.
- h. ~~**Walls and fences:** Adjacent to a recreational vehicle park, walls and fences that are required by this ordinance must be at least five feet in height but shall not be greater than eight feet in height, measured from the ground along the common lot line of adjoining properties. Adjacent to a recreational vehicle park, walls and fences that are required by this ordinance must be at least five feet in height but shall not be greater than ten feet high. Walls and fences must be constructed and maintained in a safe and sound condition. Walls and fences near driveways and entrances and exits intersecting with a roadway shall be no closer than ten feet to the intersection.~~

~~No fence or wall taller than three feet (whether required or not) may be located in the front yard setback or the side yard on street right-of-way setback.~~

When chain-link and other wire fences are installed on a recreational vehicle park property, they shall be screened by Group One plantings. Screening of other types of walls and **opaque** fences on non-residential property is not required but plantings along them are encouraged, particularly along taller sections and longer stretches.

- i. **Screening outdoor storage:** Outdoor storage of any material, stocks, or equipment (other than within an individual recreational vehicle space) must be screened from any abutting residential use or district, in accordance with the requirements of this ordinance.
- j. **Waiver of screening requirements when screening is already provided:** There may be cases where the unusual topography or elevation of a site, the size of the parcel involved, existing vegetation on the site, or the presence of screening on abutting property would make the strict adherence to the ordinance serve no useful purpose. In those cases, the Planning Director or designee is empowered to waive the requirements for some or all of the screening, as long as the spirit and intent of the ordinance and the general provisions of this ordinance pertaining to screening are adhered to.
- k. ~~**Vegetative requirements along shorelines of sounds, rivers, canals and other water bodies:** Except when accessory structures are allowed in rear or side yards under other provisions of this ordinance, the minimum rear and side yards for the recreational vehicle park shall remain vegetated on waterfront lots. The vegetation shall consist of grass, trees, other planted ground cover, or remain in a natural state. Only the sides of the property abutting the sound, river, canal, or other water body shall comply with this requirement.~~
- l. **Screening and trash receptacles:** Dumpsters, trash compactors, and similar trash receptacles, (other than a receptacle that serves just an individual recreational vehicle space shall be enclosed on all four sides, shall be constructed of durable **opaque** materials, and shall be constructed to prevent trash from blowing around, except that one of the four sides may have a three-foot wide pass-through opening for persons to access the dumpster without having to open the dumpster gate. The trash receptacle shall be oriented so that the opening is visible to the fewest number of residences, whether the residences are on-site or off-site. Three of the sides must be constructed of durable materials that match or complement the principal building. The fourth side shall be an **opaque** gate that latches securely to prevent it from inadvertently opening. The wall and gate shall have a minimum height of eight feet. A chain link fence shall not be permitted for the wall or the gate.

- m. ~~Landscaping is recommended throughout the park with ample trees and shrubs to provide shade and break up open areas. All banks and open areas shall be stabilized.~~

1.5.2. **General buffering requirements:** Buffering is used to reduce conflicts between and impacts on, adjoining land uses by separating them with a grassed buffer yard or strip. The developer may substitute a landscaped buffer for the grassed one.

a. When a recreational vehicle park is developed adjacent to a:

- (1) Residential or institutional use or district, at least a five-foot wide buffer yard or strip must be provided along all side property lines and at least a 15-foot wide buffer yard or strip must be provided along all rear property lines that abut that residential or institutional use or district.
- (2) The developer may elect to use a durable masonry wall or privacy fence that is at least eight feet tall and is designed to be compatible with the character of adjacent properties. If the materials, height, and design are approved by the Planning Director or designee, the approved wall or fence may be used to substitute for up to eight feet of the required 15-foot buffer yard or strip.

- (3) ~~Public or private street, at least a 20-foot-wide grassed buffer yard or strip must be provided along all property lines that abut or are a part of a public or private street.~~
- b. ~~No fence or wall taller than three feet (whether required or not) may be located in the front yard setback or the side yard on street right-of-way setback. The required buffer yard or strip must be installed and be in compliance with this Ordinance before a Certificate of Occupancy can be granted.~~
- c. ~~**Maintenance of buffering:** Any buffer yard or strip that is required by this ordinance shall be maintained in a healthy state by the property owner(s) so as to continue its effectiveness. Periodic inspections may be made to determine continued effectiveness of the required buffering. Any deficiencies, if not addressed to the satisfaction of the Planning Director or designee within 30 days of notification in writing by the Planning Director or designee, shall be treated as a violation of this ordinance.~~
- 1.16. Each RV Park shall have **having** a central structure or structures that will **shall** provide toilet facilities. This structure may also contain a retail sales counter, or other uses serving as an accessory to the park. ~~and/or coin-operated machines for the park residents' use only, provided they are completely enclosed within the building and there is no exterior advertising (vending machines are exempt from this no exterior advertising stipulation).~~
- 1.17. **Reserved.**
- 1.18. **Section rescinded on 02/17/2020**
- 1.19. Up to two accessory buildings, each not exceeding 64 square feet, **or one building not exceeding 128 square feet**, shall be permitted **on each space.**

Section 2. Sanitary facilities, water supply, sewerage, garbage collections and utilities.

In every RV Park, all utilities shall be properly identified so they shall be easily recognized. Each RV shall be required to connect with the utilities provided at each RV space.

- 2.1. **Sanitary facilities:**
- 2.1.1. **Compliance:** All toilet, shower, lavatory and laundry facilities shall be **that are** provided and **shall be** maintained in a clean, sanitary condition and kept in good repair at all times. They shall be safely- and adequately-lighted. Facilities shall be easily accessible and conveniently-located.
- 2.1.2. **Permanent sleeping quarters:** Permanent sleeping quarters shall not be permitted within the park for guests. The park owner, manager, **or and** operator may live on-site in a manufactured home, modular home, or single-family dwelling, unless prohibited in a zoned area.
- 2.2. **Water supply:**
- 2.2.1. **Requirements:** A safe, adequate, and conveniently-located water supply must be provided for each RV space.
- 2.2.2. **Drinking fountains:** Water for drinking, cooking, laundry, and general sanitary uses for each individual RV shall be obtained only from faucets or other plumbing connections located within each RV.
- 2.3. **Sewage disposal:**
- ~~2.3.1. **Toilet facilities:** Central toilet facilities must be provided for each park.~~
- 2.3.2. **Sewage dumping station:** The park owner shall provide each space with an individual sewer connection to an approved sewer system(s) or provide a sewage dumping station connected to an approved sewer system.
- 2.3.3. **Sewage wastes:** All sewage wastes from each park, including wastes from toilets, showers, bathtubs, lavatories, wash basins, refrigerator drains, sinks, faucets and water-using appliances not herein mentioned shall be piped into the park's sewage disposal system or systems.
- 2.4. **Garbage disposal:** All garbage and refuse in each recreational vehicle park shall be stored in suitable waterproof and rodent-proof receptacles, which shall be kept covered with tightly fitting lids. All garbage and refuse shall be regularly-collected and disposed of in a sanitary manner.
- 2.5. **Insect and rodent control measures:** Insect and rodent control measures to safeguard the public health and comfort shall be used in the park.
- 2.6. **Electrical service:** The park owner shall provide each space with an individual electrical connection to an approved electrical system.
- 2.7. **Utilities:** Utilities shall be installed underground.
- ~~2.8. **Manufactured homes or single-family dwelling in RV parks:** It shall be unlawful for a person to park or store a MH in a RV park, except that one MH may be located within the park for exclusive use as dwelling quarters of the park owner, manager or operator OR one single-family dwelling (including modular home) may be located within the park for use as dwelling quarters of the park owner, manager, or operator. This dwelling may also contain the park office/store. Such a MH, modular, or single-family dwelling shall be located in an area designated on the preliminary park plan for the location of the dwelling headquarters for the park owner, manager, or operator and shall be subject to approval by the Planning Commission.~~
- 2.8. **Single-family dwellings in RV parks:** Single-family dwellings located in RV parks shall be prohibited with the following exception. One single-family dwelling (including modular home) may be located within the park for use as dwelling quarters of the park owner, manager, and operator. This dwelling may also contain the park office/store. **The single-family dwelling or**

modular home shall be located in an area designated on the preliminary park plan for the location of the dwelling headquarters for the park owner, manager, and operator and shall be subject to approval by the Planning Commission.

2.9. **Reserved.**

2.10. **Revocation of RV park maintenance permit:** The enforcement officer, after due notice, may suspend or revoke the right to occupy/operate any RV park for violating the provisions of this ordinance.

~~Text: Text to be removed~~

Text: Text to be added



**RESOLUTION
BY THE
CARTERET COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the Board of Commissioners adopted the Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance on the 13th day of September, 1999;

WHEREAS, the Board of County Commissioners on its own motion or by petition may amend, supplement, change or repeal the Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance; and

WHEREAS, Carteret County Planning & Development Department requested text amendments to Article III of the Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance;

NOW, THEREFORE, be it hereby resolved that the Carteret County Board of Commissioners based upon the affirmative recommendation of the Carteret County Planning Commission adopt these text amendments to Article III of the Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance.

ADOPTED, this the 17th day of May, 2021.

ATTEST:

Ed Wheatly, Chairman
Carteret County Board of Commissioners

Rachel Hammer
Clerk to the Board

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

X. PUBLIC HEARING TO CONSIDER A REQUEST TO REZONE A 156.29-ACRE PROPERTY LOCATED AT 2057 HIGHWAY 58, SWANSBORO, NC (PIN# 537601274566000) FROM R-20 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RCP (RECREATIONAL CAMPER PARK DISTRICT)

Mr. Foxworth stated that Dirt 2 Dreams, LLC, is requesting a rezoning of this 156 acres located at 2057 Highway 58, Swansboro from R-20 to RCP. Currently, there is one single-family dwelling on the property as well as several accessory structures. The property is bordered by single-family dwellings and one of our solid waste convenient sites to the north. Single-family dwellings to the south, undeveloped land to the east, and single-family and agricultural properties to the west. The property is bordered by RA zoning to the north, RA zoning and Peletier zoning to the south, B-1, B-3, and RA zoning to the west. The subject property is situated within both the Limited Transition and Protected Lands CAMA Land Use Plan classification. Staff believes a mapping error created a slight overlap of the Protected Lands classification. This request is consistent with the CAMA Land Use Plan for the Limited Transition classification, but not for the Protected Lands classification. We believe it should follow the property line, as it shows on Croatan and other places. We corrected that in the most recent Land Use Plan edition that we have. Twenty-three surrounding property owners have been notified; we have received six

objections and four no objections. The Planning Commission did recommend the rezoning at last month's meeting. I believe it was 3-2 vote.

Motion: Commissioner Comer made a motion to go into public hearing; seconded by Commissioner Shinn.

Mr. Jeff Williams, 1009 West Fire Tower Road. Mr. Williams shared that his property is adjacent to this property. I just wanted to state some things for the record. The proposed development effectively cuts off an important area between Godfrey Branch and Highway 58 used by wildlife to access the White Oak River. This will force these animals to circumnavigate this area of development thereby increasing the traffic hazards along Highway 58 both to wildlife and humans. The supporting infrastructure is not in place at this time sufficient to serve such large expansions of human occupation. Physical costs for the losses will fall to the people who will be harmed by such an intrusion, and the ever-shrinking natural environment will suffer as survivability diminishes. A project such as this does damage, while the local residents both domestic and wild, deal with the problems created in its wake. The continued intrusions on the waterways are nearly complete almost across America. The very reasons for the desirability of these locations will be no more. Profits are taken, developers move on to the next project and leave behind the trash and destruction to nature's processes. They continue on the same path of building capital for themselves which I support, but it results in the loss of resources for current and future generations of wildland occupants. Essentially, the critters that cross this tract of land in question, there is nowhere else for these animals to cross in such a protected wooded area all the way up to Stella before another area this broad and this wooded meets the river. That is mostly my objection, and I'm sure other property owners have other arguments. I thank you for your attention, and good luck to the people who speak behind me.

Mr. William Singleton, 1160 West Fire Tower Road. Mr. Singleton shared that he grew up on the west side of Broad Creek on Pearson Loop. I have seen a lot of changes going on in this County during my time. Jumping from this R-20 to this trailer park place is just, I can't believe you can rezone and do like this. My wife and I worked all of our lives like everybody else to save money and looked all over that part of the County trying to find a place where could live out our years, and enjoy our retirement. We found 1160 West Fire Road with a national park across the street, and a big farm behind us. It was zoned R-20. If ya'll do this rezoning, I'm done. Can you imagine having 500 RV spaces basically 20-50 feet behind your house? It will be unlivable. I will have to sell and move. To go from a farm all the way down to an RV park, I just can't believe it. Thank you.

Chairman Wheatly asked Mr. Singleton if he was saying that the RVs will be within 20'? Mr. Singleton responded that they are showing a buffer right now of 50' to 500' on this plan, and I assume this plan is just phase one and then they will be behind us, but you are cutting down the 30' thing, so they can come within 15' of the fence someday. Who

knows what they will do in five years. Mr. Singleton stated that he would be happy if they were building homes. I have no objection to that, but I certainly object to rezoning that property to allow mobile homes and recreational vehicles.

Chairman Wheatly asked Mr. Singleton if he had any type of farm land or is it just a residence. Mr. Singleton shared that it was just his residence; the property is 200' x 200'.

Commissioner Chadwick asked Mr. Foxworth if they were to build houses out there, what is the setback from the property line? Mr. Foxworth stated that the setback would be whatever that is in residential zoning district, usually 15'-20'. Commissioner Chadwick said so, about the same as RV's? Mr. Foxworth responded yes. Commissioner Chadwick asked if there was a greater buffer that would make you happy? Mr. Singleton responded not putting RVs back there is what's going to make me happy. Build family homes in that area; it fits the character of the area.

Ms. Kathy Blackburn, 1168 West Fire Tower Road. Ms. Blackburn shared that she is here to voice her opposition to the rezoning of the property located at 2057 Highway 58, also known as, right behind my house. My family's move to our house in Peletier happened this way, after renting for several years, we were thrilled to find a place we could buy back in 1980. My husband, Barry, had been making almost daily visits to Glenn Taylor at the FHA office in Beaufort, checking to see if there was anything available that we could afford and with which we would be happy. One day, Mr. Taylor told Barry that there was one place that had come up for sale, but it was pretty far out in the country and possibly might not be what we wanted. Well, it was exactly what we wanted. Out of town, one neighbor, surrounded by the Croatan National Forest, who wouldn't want that? We were renters no more, and haven't been for over forty years, and we are happy. I went down to White Oak Elementary School shortly after we moved in, and enrolled my oldest child in Mr. Johnny Weeks' third grade class. She rode Ms. Lois Water's bus and I remember watching her get off that bus on her first day and subsequent days as she became a full-fledged Carteret County student. Two more kids followed her to White Oak and Broad Creek, and West Carteret, and eventually through volunteer work in the school system, I became a teacher's assistant and bus driver and worked on my degree to complete a career as a teacher in our County. My husband worked in the County Tax Office for over 20 years, retiring as the Land Records Director. It was a natural move for him since he was a forester by profession and personally, had become very familiar with much of the property in our end of the County. At that time on West Fire Tower Road, my kids probably would not have been in much danger of getting hit by a car if they happened to stray out into the road. We rode our bikes, all of us, down to Milton Trucker's Farm and to the amphitheater when it was there. Bud and Peg Townsend lived right next door, then our friend Travis built his house down the road a little ways. That was it. That was Peletier back in the day. 58 was a little busy on the weekend with beach traffic and getting to Earl Taylor's T&W before it got too full. Since that time and not unexpectedly, Peletier has grown. We have many, many new neighbors who live in subdivisions like

Blue Water Cove, and Silver Creek Apartments. Our friend, Gill and his wife, now live in the house where Eddie Creel once lived with his wife and his boy Eric, who use to ride my school bus. We have a couple of relatively new churches in our community where Peletier Baptist had held the lone rights for many years. Our little two-lane black top itself was subject of a repaving job about five years ago, struggles to handle all of the traffic that comes along with an increase in population. This is no surprise, and we expected it. Peletier's growth has been gradual. Now we can hear the race track on Friday night if we have our windows open, and five cars drove my house one-night last week at two in the morning, not necessarily appreciated, but we consider it a small price to pay to be able to live in our neighborhood for all of the past 41 years, and in relative peace and quiet. We are still happy with our purchase of 41 years ago, which actually was part of the Weeks' farm at the time. We are still happy that the suggestion was made to the Weeks family to cut out a few lots from the farm to sell. Our neighbors are happy that they were able to find a relatively quiet area in which to establish their homes and raise their family. That's the reason why all of us moved to Peletier. The present zoning has been a God send in that it has protected us from the negative impacts of any other zoning conditions that might be brought about in the future. That said, we are most definitely not happy with the current situation in which we find ourselves. This is a place where none of us would have gone, ever. Personally, I am very much distressed that a few people are able and most upsetting, willing, to attempt to disrupt our way of life in the Peletier community, and not in a gradual way such as creating a new subdivision on a few quiet streets or adding a new store to help accommodate visitors or those of us who don't want to drive all the way to the corner for gas, especially on the weekends. No, the buyers of the Weeks' beautiful old family farm, are bent on not only having the property rezoned to meet their needs, much to our objections, they are interested in making as much money as they possibly can in a short amount of time. The math alone is startling. Their map shows 396 so called park models that will be implanted on the property along with 129 single-wide trailers. That amounts to an astounding 2,100 people stuffed into this place if the average family of four occupies these units, and we know there could be more. Several cottages will also be available, but we do not have clear numbers on those units, but they could house at least six to eight people, and their vehicles, boats, trailers, this and that. Frankly, it's a moot point since the number of people that will occupy the places actually on the developers map right now, is so overwhelming. Even more disheartening is the very valid idea that this place won't even belong to the developers in a few years. It will be sold to some company that cares even less about our community than the investors do. For now, though, this prospect is what I and my family and our neighbors are facing, a nightmare. A city within a community of Peletier. It will have astounding affects on our neighborhood if the proposed rezoning is approved. There will be more noise. When the developers rather proudly tell you tha 10 o'clock p.m. is the cut off for the noise, then I can just assume that there will be noise up until that time, and a lot of it. I probably will have a very difficult time hearing the woodpeckers that frequent my yard every day or the owls that hoot from the top of our backyard shed at night as they have done for many years. There will be more trash. The folks at the dump at the corner of West Fire Tower and 58

do a great job keeping the place as neat and clean and organized as possible, but this new hood will stress that facility to its max. It's already overwhelmed with the likelihood of more people around who don't tarp their trash; my front yard will suffer the indignation as it already does, and there will be more traffic in an area that is already stressed. I'm having to wait longer and longer for traffic to go by when I try to turn onto West Fire Tower or 58. Pretty soon, our area is going to qualify for a traffic light at a couple of intersections, and I can only imagine how difficult it will be for folks to try and back out of their driveways as this campground increases, the amount of people whose only wish is to get to the beach as soon as possible. I'll take bets that they're not thinking of me, my family, or any of my neighbors; yet, this is what the developers want for Peletier. Here is the kicker of all this for me, one of the developers/investors made the comment to me that this is for his kids. Fine. What about my kids? The major part of their inheritance, is our house and property, and it's at stake here. I don't think that as a buyer, a piece of property bordered by 2,500 people in a park is where I would want to live. I can't see our investment paying off for my kids, unless they take a loss and sell it to make room for more campgrounds. This is something I never thought I would have to worry about, and I do not appreciate these developers interfering with not only my plans, but those of my neighbors as well. The zoning presently allowed for the Peletier community is designed to allow for gradual growth. Growth that allows for families to move here and participate fully in our community. Not those who are here for a long weekend in the summer. They want to get to the beach, pure and simple. Why should I have to give away my way of life in order for them to do that? My neighbors and I will be the losers here, and that should not happen. Not to a group of people who moved to Peletier for the reasons I have already stated. And it's a no brainer for me. We make up that community. It's in our hearts and we do not want to be the stepping stone to the beach in order to help someone else make money. Take that point of view and I am certain you will come away with the same attitude. Peletier should not be put at the mercy of these developers. That is so very upside down, that it makes no sense to me or to anyone else that I have spoken to about this. No one agrees with the demise of one of the last truly rural areas in the County. A rezoning move from RA and R-20 to RCP is totally out of balance for our community and its future. Even at that, one change already put in place has had a very upsetting affect on me. Every day when I walk down West Fire Tower Road, I pass a piece of property that has been gated off. Just a simple stretch of fence with a private property sign across it. It breaks my heart and soul to see that across that stretch. I suppose that's because it makes me think that we could lose our neighborhood. All because of greed. That's never a good reason, especially for the folks in Peletier. I thank you.

Mr. Ron Cullipher, Engineer for Cullipher Group Morehead City. Mr. Cullipher shared that he is here tonight representing the applicants, Dirt 2 Dreams, in this rezoning request. We have been looking at this piece of property for quite a while. We understood some of the concerns from the community that we have had to take balance in our preliminary designs for this site. We have heard the concerns about traffic on West Fire Tower Road,

and while we haven't submitted a conditional use and site plan, we have shared with them the site plan that we are working toward. We would have our primary access on Highway 58. There will be turn lanes, left and right, required for a community like this. You will hear on the next public hearing, part of this will be used for commercial needs as well, but the set backs and the distances from these private property owners, we have tried to maintain maximum set backs significantly above the minimum requirements. The map that we shared with them showed 140' to the property on the west, and for the RV units, roughly 500' to the lady who just spoke. We recognize their concerns. Our plan is to keep our community as far away as reasonably possible. There will be septic, and storm water features or whatever else it will take in the final design, but the RV units themselves will be a significant distance away, 500' from Ms. Blackburn's location. When we take this to the Planning Board should we get that rezoned, we made that commitment to the Planning Board as well, that we are going to come up with a plan similar to this concept sketch. The final numbers aren't worked out. It's going to relate to septic designs, storm water limits, all the things that go together with a community regardless of its use. In this particular case, we intend to do an RV park resort. Their hope is to make it nice enough that they will not want to go to the beach, but stay here when they come down. Just stay in this local community - water features, walking trails, something that the RV and Park Model community will come to Carteret County and enjoy. We will restrict access to West Fire Tower Road just for the physical plant activities - deliveries, our maintenance equipment, fertilizers, whatever it takes, to operate the facility. West Fire Tower will be gated so that only people authorized to come will be coming in that direction. We understand that we will never make everybody happy; we listen to their concerns, and we attempt to try an implement those issues in our final design.

Chairman Wheatly questioned the 500' distance between the RVs and the next property owners. Mr. Cullipher said yes, for the folks that live on West Fire Tower Road to our north west.

Commissioner Mansfield questioned if there would be anything in phased development for a later date? Mr. Cullipher stated that it is not scheduled for phase development.

Commissioner Cavanaugh asked if it was wetland. Mr. Cullipher responded, no.

Commissioner Comer questioned if the plat being laid out is similar to what a masterplan would be. Mr. Cullipher responded yes.

Commissioner Chadwick asked if it was possible to see where their homes are on a map; Mr. Cullipher shared a map showing the location of the homes.

Commissioner Cavanaugh asked if the main entrance is going to be on 58 and the deliveries will be made on West Fire Tower Road? Mr. Cullipher confirmed that was correct.

Commissioner Mansfield asked if the west side was a 100' buffer. Mr. Cullipher said 140' is as close as we are to the other property.

Commissioner Comer shared that if he is not mistaken, the entrance to this property is going to be about 2,500' from the intersection of Fire Tower Road or there about. Mr. Cullipher said pretty close.

Commissioner Shinn asked if they intended to leave the buffers like the natural vegetation. Mr. Cullipher said there will be a mixture of storm water and waste water systems in those locations, but the physical units will be at that distance.

Commissioner Cavanaugh stated that he believes he read on the Planning Boards notes, you are to put 520 units in there? Mr. Cullipher responded yes; it's somewhere in the 600 range. The layout that we presented, I don't remember exactly what it was. Commissioner Cavanaugh stated that he also read something about 19 units per acre, is that even feasible, that doesn't sound correct. Mr. Cullipher stated that the RV space is 2,000 square feet per space, and with this many acres, you could put like 2,000, but we are doing much less than the density. There are wetlands on the site; there is Godfrey Branch that's to our south; there is a pretty big wetlands in the middle of the property that will be designed around, so there are environmental challenges that we will deal with, so it's not 100% developable. There are environmental challenges and issues that we will deal with. Commissioner Cavanaugh confirmed that there will be plans for walking and hiking trails through those buffered areas.

Mr. Gill Taylor, 183 Branch Court. Mr. Taylor shared that he lives on the back side of this property; I'm an adjoiner; it abuts my property. I have seen two maps; we have been through several iterations of this. I believe we got letters three times. The first map I saw, there was a sewage plant literally abutting my pond and fence. The latest drawing, if you go 20' from my fence, that's where your furthest RV is going to be. We have organized ourselves as a neighborhood; we meet at my farm every Sunday. That does not make me the leader; I guess I was the one that volunteered first. I have learned a lot about this process. When I bought the farm five years ago, it was zoned RA. We left the Pittsburgh area because the fracking industry through their zoning, basically ran us out. We looked at this plot of land that was zoned R-20; we knew the worst that could happen was a neighborhood, with only two houses per acre. Now we are looking at RCP with this plan and it almost blows my mind. When I bought it, it was R-20, when the investors recently bought it, it was R-20. Either they knew something I didn't know, or they took a risk. My point is, even in the application, the petitioners said this is rural. We would like to keep it rural. I think with this development, I wouldn't classify this as rural country. I have researched and read a lot, and we have talked a lot. I went to my Commissioner for help. He was very professional, very polite. He told me there is a process for this, but there was not much he could do. We met with Gene Foxworth; we met with the investors. We

learned a lot through the process, but people talk a lot about buffers. The buffer is not my problem; my problem is, you hear the noise. They are going to shut down the noise at 10:00 at night, but what are they going to do before? This is farm land. I think it will devalue our property; my proof of that is, I would never have looked at my farm to purchase had that been there. So, I'm not a real estate agent; I'm not qualified to speak on that, but I wouldn't have bought it. We have heard very good speakers, but I would say this, we have been all over our neighborhood, and other than the investors that we met with, I haven't met one person that was for this. I doubt anyone that I know, would want this if they owned the farm that I have.

Chairman Wheatly asked how many acres are on Mr. Taylor's farm; the response was five acres; it was originally 15 acres; there is a big cathedral barn and ten acres of pasture. Chairman Wheatly asked if he produced anything on the farm? Mr. Taylor stated it was a donkey rescue farm.

Commissioner Chadwick asked Mr. Taylor to show him his property on the map and stated that the map shown by Mr. Cullipher, shows about a 150' buffer in that area. Mr. Taylor responded, I wouldn't call it a buffer, what is going to go in that 150'? Mr. Cullipher responded that it could be septic or repairs. Mr. Taylor responded that he would rather have a home, than a septic system plant there. Commissioner Chadwick asked if there is anything that would make him happy going back there? Mr. Taylor responded that he invested in his property knowing that it was R-20. Mr. Taylor shared that with their first iteration with the Planning Board, one of the gentlemen said, well, they will just clear cut it if it is R-20, and you will have a house right there. Mr. Taylor shared that he responded that he would also have a neighbor, not someone there for the weekend.

Richard Armstrong Jr., 449 Norris Landing Road, Peletier. Mr. Armstrong shared that he is about a mile away from where this development is going to be, but I want to offer some comments based on some recent building activity in our own neighborhood, and that specifically is the River East Development that has put about 60 homes in behind us on the property that use to belong to Bill Norris. I went to a similar town meeting two-three years ago, and questioned them about water run off in particular. My parents had bought the property that my wife and I now live on in 1972 and built in 1978. We inherited that property several years ago after the passing of my father. In any case, I have seen the property and the affects of hurricanes and rain on the property for a number of years. I went to this town meeting and asked them about, would they be putting in sediment ponds that catch some of the run off. There is a small creek that runs through the adjacent property to ours. They said, don't worry about it; we will follow all of the State rules; we will comply with everything; you don't need to worry. They did talk about a walking path around the facility; we are going to make it a family home area. Here we are, two and a half years later, the development is virtually done. Last year, we had 12 documented sediment plumes that came down off of that property into Starkey Creek. We have it documented; we have photographs; we have video of the sediment plumes. We rarely

saw one sediment plume a year, we saw 12 last year. We have been working with State and local officials on trying to remediate this problem. At this point, there is very little that can be done. The development is there; it's established, and all we are trying to do now, is mitigate flood through our properties. It has actually washed out our private road twice now. I empathize with these folks, because this was an unintended consequence. We were given lots of assurances by a qualified civil engineer that it would be taken care of and we need not worry. Here we find ourselves almost three years later dealing with a problem that we are stuck with because we are downstream of the development. We are not allowed to burden them with the expense of putting in all of these culverts and sediment ponds on our property now because this is old business. I just want to say that any development whether it's R-20, which was the case of the one behind us, will have unintended consequences. Especially if it is in an area, Peletier is known as a wet area, and a good part of this development was on wetlands. Another thing to point out is, that Starkey's Creek is a primary nursery area, and there seems to be no special consideration or accommodation for a primary nursery area compared to any other area with regard to State rules and regulations in terms of sediment control or anything such as that. I am sympathetic because I know when change happens, on the one hand, we said the same thing; it is inevitable. Housing is going to happen, but there are also unintended consequences and I think it would behoove you folks to dig deep in terms of what is going to be the impact, and when the engineers say you can trust us, give us the data. Show us. If they want to consult with me about some of the problems we have had, I would be more than happy to show you our documentation on the impact of just a single development of R-20 homes. Thank you.

Steve Hanner, 473 Norris Landing Road, Peletier. I am putting myself at a little disadvantage here, because I don't know you folks. I don't know where you live. If I heard of a development being put in in Beaufort of this magnitude, maybe I wouldn't pay that much attention to it, but this proposed rezoning especially the R, which denotes rural which denotes longevity, the people that live in the area are generational. These property owners are generational. The gentleman that spoke earlier accidentally said profit instead of property, and that really hit a note with me, because that's all this is about. All this is about profit at the expense of the majority of the people that live in this area, certainly the landowners adjoining it. This is dangerous; this isn't growth. This is saturation. Are there any people here in EMS, fire, police, rescue? This is going to impact us in a major way. This is about our piece of security, and the services that they are going to absorb from the small community services that we have in place, are going to be very impacted. This is just saturation. This isn't right. This is dangerous.

Commissioner Chadwick asked where is Norris Landing Road in reference to this project? Mr. Hanner shared that Norris Landing Road ends at Starkey Creek. You will see several creeks here. All of these creeks are watersheds that go into Starkey Creek. It is a small creek, but it's also an estuary. What North Carolina is allowing to happen to the estuaries, is not recoverable.

James Norris, 191 Branch Court. Mr. Norris shared that his property is the one on the map that looks like a baseball field. I'm highly opposed to the rezoning of this property. My property, according to the Carteret County North Carolina Code of Ordinances, is RA. It's primarily suited for agricultural and low-density residential homes. This is the highest zone. The property in question is R-20, which is the third from the highest in the zoning for single-family dwellings. The zone being requested is RCP, which is a recreational camper district; it's 15th from the highest, and third from the lowest. The area that surrounds the proposed property consists of high-end, stick-built homes, some on five to ten acres, some are horse farms. Carteret County is growing so fast, the housing market can't keep up. Homes stay on the market for a very short time and often sell for more than what they were listed for. We need homes for these new residents, not another RV park. The RV park states it will have over 500 units and facilities to support it. This is going to be a nightmare for fire and rescue and law enforcement to respond on a two-lane highway that is already heavily congested. If this rezoning with its current high ranking is approved, there is no zone in this County that is safe. So please, for public safety and integrity of the area, keep the area zoned R-20. You can see on the map; those units are going to be in my backyard.

Barry Blackburn, 1168 West Fire Tower Road. Mr. Blackburn shared that he is a retired employee of Carteret County. I use to be the Land Records GIS Director. I worked here over twenty years. I use to maintain the voting maps for the Planning Department before they had a mapper of their own. I maintained the official zoning maps of the County. The parcel in this rezoning request has been zoned R-20 for decades. With the exception of one small parcel on Highway 58 that's zoned B-3, everything in this area is zoned R-20 or RA. Our parcel was deeded off of the old family farm back in the 1970's. We have lived in our house over 40 years; we have seen this area develop, all in agreement with the County's zoning. We understood zoning and the protection it is suppose to offer. We bought here assuming that it would be developed that way. The definition of zoning is: *the primary purpose of zoning is to segregate uses that are thought to be incompatible. In practice, zoning is also used to prevent new developments from interfering with existing uses and/or preserve the character of the community.* There are two other documents that cover this development of this area. One is the CAMA Land Use Plan. The other is the Limited Transition Plan and Map. Many hours of research and study went through to make these plans. The division of how the County should be developed; they were approved by the State CAMA office, and adopted by the County Commissioners. This rezoning request is in complete opposition of these plans and historic zoning and development. The current zoning and both plans agree the area should be developed with single-family housing subdivisions. As stated in the land use request, this is their words not mine: This general area of the County is creating conventional subdivisions for single-family demand. Someone wants to come in and build a very large commercial campground, change the zoning from R-20, which is two dwellings per acre, to RCP which is 19.8 units per acre. The plan I saw had over 500 and that's been updated now to close

to 600. This is nothing more than a hyperdensity subdivision. There will be lots of commercial activity going on inside and outside the park. There will be constant traffic to support such a large operation. Garbage, propane, coke trucks, food trucks, would run in and out daily. The service road would be off West Fire Tower Road, the heart of the area. If there is such a demand for these parks, there are thousands of unzoned acres in the County they can be put with no opposition. These are petitions signed by citizens that are in opposition of this park. There are 114 of them here. We have been to three meetings with the Planning Commission, and not one person has stood up and spoke in support of this plan. Several people have opposed it. There is no good reason to build this large park in a residential area. Last Sunday was Mother's Day. We sat on our back deck and had our family in to eat a nice Sunday dinner. I tried to imagine what it would be like with 1,000 people in my backyard. It's just boggled me. This land was bought zoned R-20 and like the rest of us did, it should be developed that way. If you approve this zoning request, you are putting the wants of one person above all the studies, plans and wishes of the County and citizens that elected you to represent us. Thank you.

Amy Armstrong, 449 Norris Landing Road. Ms. Armstrong stated that tomorrow morning, Tuesday morning at 6, I'll be going to the beach at the Emerald Isle western access to look for turtles and pick-up trash. That's what we do. The parking there during the weekdays, I'm paying. On the weekend, it's so full, that they open up the field next to the western access to park extra cars, and these are people coming to go to the beach. There isn't going to be a beach for them to access. It's already crowded to overloaded on the weekends. Beaufort has started charging for every available spot. Emerald Isle is doing the same thing. So, that's just my concern. They are promising them easy access to the beach and there isn't really going to be easy access. Thank you.

George Oliver, 417 East Front Street, New Bern. Mr. Oliver shared that he is here with his in-laws, Barry and Kathy Blackburn and the Friends of the Peletier Group that they put together with their neighbors. I grew up in Carteret County. I'm the eldest son of seven kids raised by Dr. George Oliver and Charlotte Oliver here in Morehead City, and I graduated from West, which is where I met my high school sweetheart on the marching band field for the marching Patriots. That's what brings me here, because I married her, and she grew up at 1168 West Fire Tower Road. Since I was 16, which was 30 years ago now, I have been going to 1168 West Fire Tower Rd and enjoying that with my in-laws and now my kids love it. One of our daughters wrote a paper for school one time that the question was, what is your favorite place in the world, and her answer was going to Papa's house. I was there last Sunday when we had that Sunday dinner out back. Now I'm a lawyer in New Bern, and our firm is the law offices of Oliver and Cheek. When I was talking to Mr. Rob Wheatly before this meeting, I know Rob because mostly what I do isn't this; I'm a business bankruptcy certified specialist. A lot of what I do is work for mom and pop companies and try to keep people in their jobs in Eastern North Carolina. But when family is involved, you figure it out. So, when Barry and Kathy came to me to try to help preserve their little corner of the world, the only answer to that is yes, I'll do

what I can. So, I did what I do when I'm presented with a novel issue in the law. I start with the Statute. So, if I may, if you will indulge me gentleman, I have some copies of some things I would like to hand to you and just go through it. You probably already know all of these things, but I'm going to go through them. I'm starting with the zoning Statute, North Carolina Statute 160D-701, Article VII titled Zoning Regulation. The subtext is Purposes. The first sentence says, zoning regulations shall be made in accordance with the comprehensive plan, and shall be designed to protect the public health, safety and general welfare. If you skip down with me about eight or nine lines, it says the regulations shall be made with reasonable consideration among other things, such as the character of the district with peculiar suitability from particular uses, and with a view to conserving the value of buildings encouraging the most appropriate use of land through the local government's planning and development regulation jurisdiction. That is where the power for zoning ordinances come from. So, my first question was, so do we have a plan? The answer is yes. If I may handout copies, I brought copies for each of you of the Comprehensive Land Use Plan for Carteret County. I put flags on a number of pages and highlighted the sections I would like to go over with you. In his opening remarks, Mr. Foxworth stated that this rezoning proposal is not consistent with the current plan. I would like to go through this with you and show exactly why that is. My argument to you today is you cannot approve it, if it is not consistent with the current plan. One more handout I would like to give and this is just the different types of zoning. This was referred to by one of the gentleman that spoke earlier when he said it was going from R-20, which is the third highest to RCP, which is the 15th highest. If you look at this, you can see what that means; this is a list of all the different zones. The hierarchy of zoning districts established by this ordinance, is classified from highest to lowest. Low to moderate density residential district and single-family residential district establish and maintain a density of approximately two dwelling units per acre. We have to turn to the next page to find RCP. It would purely change the character of the area to go from the third highest to the 15th highest. If we look at the Land Use Plan, we can see why that matters. If you will turn with me in this notebook, the first flag is on page number one. It's the introduction section; at the bottom, I highlighted a section that says, the Land Use Plan serves as an overall blueprint for the development of Carteret County that when implemented, results in the most suitable and appropriate use of the land and protection of the County's natural resources. In addition, as serving as a guide to the overall development of Carteret County, the Land Use Plan will be used by local, State, and Federal agencies for decisions, project funding, and project consistency determinations. Our next flag is on page three, the future Land Use Map was developed to show areas that are expecting to see future growth and development, as well as protected land such as State and Federally-owned properties that are not available for development and those areas are designated for conservation. This is the first reference to the future Land Use Map. My next question is, is there a map? The answer is yes.

Mr. Oliver then proceeds to reference and shows a map of the area that shows the limited transition plan and protected land which is Croatan.

Mr. Oliver stated that page six of the notebook states that the plan says County policies require local determination of consistency of proposed zoning and subdivision access with Land Use Plan policies and the land classification map. Again, it's a requirement that any rezoning has to be consistent with this Land Use Plan. On page eight, we have stated that Carteret County strives to put the benefits of new development with the County's heritage, actively taking steps to preserve the area. Also, in the Land Use Plan, they identify certain roads that will be near capacity come 2025. Identified as one of those roads, is North Carolina Highway 58. So, it recognizes that this area is near capacity in the next few years. It's important, because some of the folks that have spoken today have talked about problems with traffic, and that area was already designated one that would be near capacity. The next flag is on page 65, under the section eight, goals, policies, and future Land Use map. It states, under Carteret County's land use and development goals are the desired ends for which the policies and programs of the Land Use Plan are directed. The goals are to describe the values and general principles that guide the development of the County. The land use development goals listed below were developed based on key planning issues and concerns identified by the Planning Commission, and for citizen input and community vision and the analysis of existing and emerging trends. This is the benchmark for developing effective policies and programs to achieve the County's desired future land use and development patterns that are consistent with the capabilities and limitations of the County's natural systems, preserve the area's heritage and lifestyles, and promote sustainable economic growth. There is a section devoted to land use capability on page 70. Carteret County will support growth and development at the average density specified in the land classification definitions. During the planning period, it was projected that Western Carteret County would contain the majority of the County's urban type development, low density land classifications include limited transition, rural, and rural with services. On page 72, is policy 2.5. The areas classified as developed and in limited transition served by community water service, and with public community sewer service, minimum lot size is 15,000 square feet or 2.9 units per acre. Page 90, gives the definition for limited transition. Limited transition classification is intended for predominantly residential use with minimum lot sizes, based on the availability of water and sewer services, development associated with planned unit developments and low-impact development discussed in the policy section of the Land Use Plan may be appropriate; when only central water services are available; single-family residential lots may not be smaller than 15,000 square feet or 2.9 units per acre. For PUD development, residential densities are not greater than 2.9 units per acre. Page 103 gives us directions on how to use the plan. The Carteret County Land Use Plan provides a framework for local government officials and citizens as they make day-to-day and long-term decisions affecting development. The Land Use Plan serves as an overall blueprint for development in Carteret County that when implemented, should result in the most suitable and appropriate use of the land and protections of the County's natural resources. In addition to serving as a guide for the overall development of Carteret County, the Land Use Plan will be used by local, State, and Federal officials for coming

up with any decisions for project funding and property consistency determinations. In addition, an equally important use of the Carteret County Land Use Plan is the establishment of policy of both short-term and long-term plans. The plan will be used by the County's administrative staff, elected and appointed Boards, as well as property owners and citizens. Property owners and developers will use the policies contained in the Land Use Plan to determine the types of land uses and development that is desired by the community. They will use this information to design and formulate development proposals such as rezoning requests, special use permits, and subdivision approvals that are consistent with the Land Use Plan. Thus, increasing chances for approval. The Land Use Plan will also provide information to property owners to help them understand the capabilities and limitations of their property. We have heard that today; folks that bought in this area because of the character of the property. When the developers bought this property, it was zoned R-20; it can be developed as an R-20. It was purchased for that and that is consistent with the Land Use Plan and the map. The next page¹⁰⁴, planning and development staff will review development proposals in light of policies contained in the Land Use Plan. Staff will identify policy that supports proposals that are in conflict and will point out those policies that carry the most weight. This information will be used by staff to formulate overall responses or recommendations. As we heard from Mr. Foxworth, it's not consistent. This request is not consistent with the plan. The general public, we use the plan to obtain information that will help better understand development proposals in developing positions in favor of or opposition to the proposed development. The Board of Commissioners will consider the policies on the basis of the petitioner, planning development staff, Planning Commission, and public comments by citizens in making its own policy determinations and final decisions regarding proposals.

Mr. Oliver shared another map with Commissioners which showed the different zones in different colors and discussed spot zoning and his interpretation of what is and what is not compatible with either the plan or the current uses as it is. Mr. Oliver stated that spot zoning is not allowed; there are a lot of cases in North Carolina and frankly, the largest one he has seen, is a 50-acre tract. There are four factors that you have to consider not to violate spot zoning. If you violate spot zoning, it will invalidate what you did at the Court level. The four things in spot zoning are: the relative size of the tract when you can compare it to the other things around it and how it they are zoned. Again, you are dealing with types of zoning that are at the high-end of our list and wanting to change it to RCP at the low-end. There is nothing around here that is consistent with RCP. So, when you look at the size of the tract, the compatibility – again looking at the existing plan and the existing map, RCP would not be compatible with the other zones that surround this tract. The benefits and detriments to the home and property, the neighbors, and the surrounding community. You have heard from these folks today, we have not heard from any land users that are adjacent to this that are in support of this other than the engineer for the owner of the tract.

Commissioner Comer shared that they received a letter from one person who is about 1,300 feet from it and gave his recommendation. Mr. Oliver questioned whether he was a homeowner or owned the golf course. Commissioner Comer shared that he owns a golf course; he owns homes, etc., and lives as closely as the 114 people that signed the petition. Mr. Oliver asked if he lived adjacent to this property. Commissioner Comer stated that he may. Commissioner Comer shared that at his previous parks, he has had people build right up to the fence line. Mr. Oliver said he understands that there are a lot of areas, possibly a large tract beside White Oak Shores, that is available for this sort of thing that is not zoned, a 130-acre tract.

Commissioner Mansfield pointed out that Mr. Oliver was showing the Land Use map, not the zoning map. Mr. Oliver stated that if the County approved other subdivisions like this inconsistent with the Land Use Plan, I can't do anything about that. I hope it does not happen again because it should not happen. Commissioner Comer stated that he disagrees with that, regardless of this. Commissioner Comer shared that he had helped write such a plan; that is the old one; it is not a Bible. This is not mandated. It's a suggestion, but as anybody knows, you never know where the next hot pocket is going to be, and where everyone all of a sudden wants to go and everything moves and shakes; I do believe there is a lot of guidance involved in this and we do pay attention to it, but it has been noted in public record many times, I hate the statement that this is consistent with this plan, because I don't think this plan ought to be brought up because it's not a mandate. Mr. Oliver stated that he understands; he would only direct the Commission to the Statute, which states zoning regulations shall be made according to the comprehensive plan – it is a shall, but a must.

Attorney Wheatly stated that the zoning plan is a comprehensive plan, and the other thing that you failed to mention is that you quoted Mr. Foxworth, but his statement is the request is consistent with the CAMA Land Use Plan for limited transition classification, but not for the protected plan's classification. And plus, if you get on the spot zoning issue, my advice is this is not spot zoned. Mr. Oliver said he understands, and we will disagree about that.

Commissioner Chadwick asked what is in the IW and what's in B1? A gentleman responded that there was an LP Gas Company there; he sold gas bottles and he had to get it rezoned so that he could fill gas bottles there. Commissioner Chadwick asked if they access off of West Fire Tower Road. The gentleman said that there is nothing there anymore, but it is still zoned the same. Commissioner Chadwick stated that he would be more concerned about what they would do there.

Commissioner Chadwick asked Mr. Foxworth if you can have more than 2.9 units per acre; can't you get about 4.4 units if you have water and sewer in R-20? Mr. Foxworth responded yes if they rezoned. Commissioner Chadwick asked Mr. Oliver if he would be against that? Mr. Oliver said not personally, but I would have to ask my client, but that

is very different from what was proposed. Commissioner Chadwick asked Mr. Blackburn if he would be against it. Mr. Blackburn responded yes. Commissioner Chadwick asked if there is anything that these folks could do to this piece of property that you would not be against; Mr. Blackburn responded to develop it as it is zoned; like everyone else in the neighborhood, be consistent.

Richard Armstrong Jr, 449 Norris Landing Road went back to the podium. Mr. Armstrong stated that you were talking about capacity of Highway 58 being exceeded in 2025, that's the current plan. Is not route 58 a hurricane evacuation route currently? Commissioner Comer stated every road leading out of Carteret County is an evacuation route. Mr. Armstrong stated that he understands it is, and he has been one of those when we evacuated for hurricanes; it is a two-lane road with 55 MPH speed limit, except through Peletier, which is 45 MPH. It's a high traffic road today.

A gentleman who spoke earlier stated that it was his understanding that this property is already being clear cut. As if somebody already knows that this is a done deal. I don't know if investors would have the audacity to do something like that. Commissioner Comer stated he has not seen any logging on that piece of property, and he drives that road regularly.

Becky Norris, 191 Branch Court. Ms. Norris shared that she is a visual person, so I didn't know anything about RV parks, but from what we have been told, this is going to be modeled after Carolina Pines in Conway, SC. So, my husband and I did our homework and I just wanted you to look at that piece of property. Ms. Norris presented a photo. This is not exactly what they are putting in, but this is what is going to be there – right there in my backyard. They said it's going to be modeled after this, but they are going to make it top shelf. I have no doubt that it's not going to be top shelf, but this is the visual of what I want you to see of what's going to be there.

Commissioner Chadwick asked Mr. Cullipher - you stated earlier that you have 500' setback on the property line. Can you show me the buffers on the map? The engineer pointed out the buffers on the map. Mr. Oliver then went on to ask the engineer questions about the buffers in regards to a map

Motion: Commissioner Mansfield made a motion to go out of public hearing; seconded by Commissioner Comer; **motion carried unanimously.**

Chairman Wheatly asked for a motion to approve or deny the rezoning of the 156.29-acre property located at 2057 Highway 58 Swansboro, PIN# 5376012745660000, from R-20 Single-Family Residential District to RCP, Recreational Camper Park District.

Motion: Commissioner Cavanaugh made a motion to disapprove the request; seconded by Commissioner Shinn. **Motion failed**, with only Commissioners Cavanaugh and Shinn voting in support of motion.

Motion: Commissioner Chadwick made a motion to approve the rezoning request of the 156.29-acre property located at 2057 Highway 58, Swansboro from R-20 to RCP; seconded by Chairman Wheatly.

Commissioner Mansfield stated the he has some questions for Mr. Foxworth. Commissioner Mansfield stated that south of that property on Peletier Loop, there are townhouses or condos being built there, what is the zone on those units? Mr. Foxworth stated that he is not certain because it is in Peletier's jurisdiction.

Commissioner Chadwick stated that he would like to find a way for the developers or engineers to work with the community people and determine what is feasible. Likely, it's going to be rezoned to something even if this wasn't brought here tonight. These folks are willing to give you a 500' buffer on one side and 140' on the other, I think that's pretty reasonable. I happen to be an owner of a small RV park in Harker's Island, and those people come down on the weekend and they buy gas; they buy meat; they support local restaurants; they don't have any people in our school system. The police are not being called in there; they are good, hardworking, blue-collared families. They come to Carteret County and enjoy Carteret County at a price less than buying a \$300,000-\$500,000 house. Typically, these people who come to these RV parks, are well behaved and good neighbors. From 10 p.m. to 7 a.m. or 8 a.m., it is quiet. The worst thing you can have in an RV park is someone raising Cain; I kicked three people out just to set an example, with no refunds; that gets everybody's attention and keeps them on an even keel and keeps them quiet. So, the fear of RV people throwing wild parties and stuff like that, is really not the case. Commissioner Comer has had several. Those RVers came in after Hurricane Florence and helped out. They are really first-class people. Commissioner Comer stated that he has been messing with these things for 30 years. I have had everything from hospital administrators, lawyers, people that could buy you out, down to people that are good, blue-collar folks. Commissioner Chadwick stated that most of the people in his park are policemen and firemen.

Chairman Wheatly called the motion.

Motion carried with Commissioners Wheatly, Mansfield, Comer, and Chadwick voting in support; Commissioners Cavanaugh and Shinn voted against.

Chairman Wheatly asked for a motion to approve or deny the statement of plan consistency.

Motion: Commissioner Chadwick made a motion to approve the statement of plan consistency; Commissioner Mansfield seconded. **Motion carried unanimously.**



REZONING APPLICATION

Applicant: THE CULLIPHER GROUP, PA
Address: 151A NC HWY 24
MORRHEAD CITY, NC 28557
Telephone: 252-773-0090
E-mail: ronn@tcgpa.com

Owner (if not Applicant): DIRT2DREAMS LLC
Address: PO BOX 4692
EMERALD ISLE, NC 28594
Telephone: 252-723-0002
E-mail: jimmy@yardworklandscapes.com
Signature: *James D. Cullipher, agent*
Date: 3/17/21

Property address/ location: 2057 HWY 58, SWANSBORO
PIN: 537601274566000 **Current Zoning:** R20 **Proposed Zoning:** RCP

Please explain why the rezoning that you are requesting is warranted: THIS 156.3 ACRE PARCEL IS LOCATED ON THE OUTSKIRTS OF PELETIER IN A RURAL AREA OFF OF NC HIGHWAY 58 AND WEST FIRE TOWER ROAD. THE COUNTY HAS SEEN AN INCREASE IN DEMAND FOR RECREATIONAL RV PARKS AND RELATED RECREATIONAL FACILITIES. THIS GENERAL AREA OF THE COUNTY IS CREATING CONVENTIONAL SUBDIVISIONS FOR SINGLE FAMILY DEMAND AND THE RECREATIONAL COMMUNITY IS NEEDING ADDITIONAL FACILITIES FOR TRANSIENT RV'ERS AND VACATION LOCATIONS AT A MODEST PRICE POINT.

For Staff Use Only:

Application Number: _____ **Amt. Rec'd:** _____ **Received by:** _____ **Date:** _____

Carteret County Department of Planning and Development
 Eugene Foxworth, Director

Main Office: Courthouse Square
 Beaufort, NC 28516-1096
 Tel: (252) 728-8545
 Fax: (252) 728-8543

Western Office: 701 Cedar Point Blvd.
 Cedar Point, NC 28584-8013
 Tel: (252) 222-5833
 Fax: (252) 222-5825

PLANNING AND DEVELOPMENT

Eugene Foxworth
 Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: April 28, 2021
TO: Carteret County Board of Commissioners
CC: Tommy Burns, County Manager
FROM: Eugene Foxworth, Assistant County Manager & Planning Director
RE: Request to rezone a 156.29-acre property located at 2057 Highway 58, Swansboro, NC 28584 (PIN#: 537601274566000) from R-20 (Single-Family Residential District) to RCP (Recreational Camper Park District).

- Dirt2Dreams LLC is requesting to rezone a 156.29-acre property located at 2057 Highway 58, Swansboro, NC 28584 from R-20 (Single-Family Residential District) to RCP (Recreational Camper Park District).
- Currently, there is one single-family dwelling and several accessory structures on the property. The subject property is bordered by single-family dwellings and a solid waste convenience site to the north, single-family dwellings to the south, undeveloped land to the east, and single-family dwellings and agricultural properties to the west.
- The subject property is bordered by RA zoning to the north, RA zoning and Peletier zoning to the south, B-1, B-3 and RA zoning to the east, and RA zoning to the west.
- The subject property is situated within both the Limited Transition and Protected Lands CAMA Land Use Plan classification. As the future land use map is currently drawn, this request is not consistent with the CAMA Land Use Plan because it does not meet any of the Protected Lands classification requirements. There is a slight overlap of the Protected Lands classification demarcation line on the north side of the property. It is staff's belief that the classification line should follow the property line, which would make the subject property Limited Transition and the Croatan National Forest Protected Land. This mapping error has been corrected as a part of the County's ongoing CAMA Land Use Plan Update. This request is consistent with the Limited Transition classification which comprises the vast majority of this parcel.
- 23 surrounding property owners have been notified. To date, staff has received 6 objections and 4 no objections. Staff is happy to answer any questions that you may have.
- On April 12, 2021, the Planning Commission voted three to two to recommend approval of the proposed rezoning from R-20 to RCP. Staff is happy to answer any additional questions that you may have.

Dirt2Dreams LLC
Rezoning Request

R-20 to RCP

2057 Highway 58
Swansboro, NC 28584



Subject Property

Prepared By:
Carteret County Planning & Development



Dirt2Dreams LLC
Rezoning Request

R-20 to RCP

2057 Highway 58
Swansboro, NC 28584



Subject Property

Prepared By:
Carteret County Planning & Development



Dir2Dreams LLC
Rezoning Request

R-20 to RCP

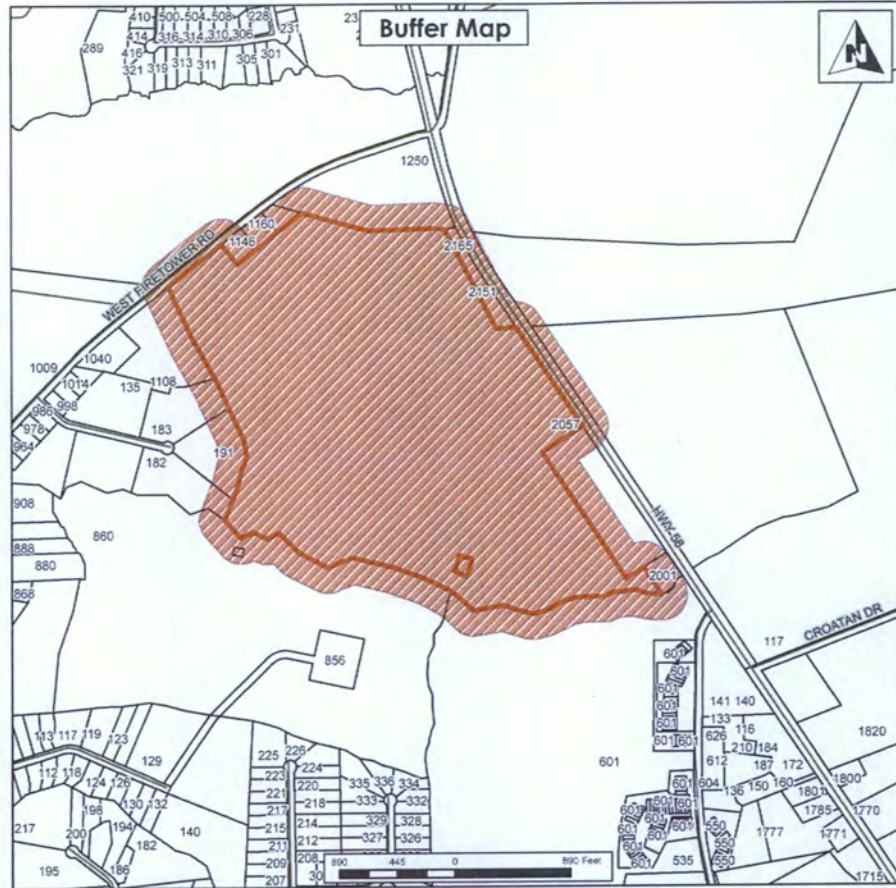
2057 Highway 58
Swansboro, NC 28584

Vicinity



Subject Property

Prepared By:
Carteret County Planning & Development



Dir2Dreams LLC
Rezoning Request

R-20 to RCP

2057 Highway 58
Swansboro, NC 28584

Vicinity



Future Land Use Classifications

- Developed
- Limited Transition
- Community
- Rural
- Rural With Services
- Protected Lands
- Conservation

Subject Property

Prepared By:
Carteret County Planning & Development



PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest.

REZONING MAP AMENDMENT:

Applicant: Dirt2Dreams LLC
Owner: Dirt2Dreams LLC
Address: 2057 Highway 58, Swansboro, NC 28584
Tax Map and Parcel(s): 537601274566000
Parcel Size: 156.29 acres

REQUEST:

Rezone from R-20 (Single-Family Residential District) to RCP (Recreational Camper Park District)

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on April 12, 2021, the Planning Commission voted to recommend approval / denial of the proposed rezoning map amendment and stated, "The Planning Commission finds and determines that case number 2020-000095 is / is not consistent with the goals, objectives and policies of the CAMA Land Use Plan.

Motion to approve/deny by: Scott Eckholdt

Seconded by: Will Rogers

Followed by a 4-1 vote from the Committee to recommend approval of the Statement of Consistency

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest.

REZONING MAP AMENDMENT:

Applicant: Dirt2Dreams LLC
Owner: Dirt2Dreams LLC
Address: 2057 Highway 58, Swansboro, NC 28584
Tax Map and Parcel(s): 537601274566000
Parcel Size: 156.29 acres

REQUEST:

Rezone from R-20 (Single-Family Residential District) to RCP (Recreational Camper Park District)

STATEMENT OF CONSISTENCY:

At their meeting on May 17, 2021 the Board of Commissioners voted to approve / deny the rezoning map amendment and made the following statements:

- The Commissioners find and determine that case number 2020-000095 is consistent / is not consistent with the goals, objectives and policies of the CAMA Land Use Plan because:

- is / is not reasonable and in the public interest because:

Motion to approve/deny by:

Seconded by:

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

PUBLIC NOTICE

Pursuant to Chapter 160D-601 of the North Carolina General Statutes, the Carteret County Board of Commissioners will hold a public hearing on May 17, 2021 at 6:00 p.m. in the Board of Commissioners' Meeting Room (302 Courthouse Square, Administration Building, Beaufort, NC) to discuss an application to rezone a 156.29-acre property located at 2057 Highway 58, Swansboro, NC 28584 (PIN#: 537601274566000) from R-20 (Single-Family Residential District) to RCP (Recreational Camper Park District).

A copy of the proposed request is available for public inspection in the Carteret County Planning and Development Department, 402 Broad Street, Beaufort, NC.

Eugene Foxworth
Planning Director

Advertise: Carteret County News-Times
Sunday, May 2, 2021
Sunday, May 9, 2021

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

XI. PUBLIC HEARING TO CONSIDER A REQUEST TO REZONE A 10-02 ACRE PROPERTY LOCATED ON HIGHWAY 58, SWANSBORO, NC (PIN# 537601461879000) FROM R-20 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-1 (GENERAL BUSINESS DISTRICT)

Mr. Foxworth stated that Dirt 2 Dreams LLC has requested the rezoning from R-20 to B-1, a General Business District. Currently, there are not any structures on the property. The property is bordered by undeveloped land and a solid waste convenience site to the north; single-family dwellings to the south, undeveloped land to the east, and undeveloped land to the west. The subject property is bordered by RA zoning to the north, RA zoning, B-1 zoning, and Peletier zoning to the south; B-3 and RA zoning to the east, and R-20 zoning to the west. It is situated in the Limited Transition Land Use Plan classification, areas that will experience increasing development during the next five to ten years. This request is consistent with the CAMA Land Use Plan. Seventeen surrounding property owners have been notified; to-date, we have received one objection and four no objections. The Planning Commission met last month and made a recommendation to approve this request.

Motion: Commissioner Mansfield made a motion to go into public hearing seconded by Commissioner Chadwick. **Motion carried unanimously.**

Mr. Cullipher requested to speak, and stated that Dirt 2 Dreams is respectively requesting this rezoning as well. We think that the property being rezoned commercial will add to

the community, and will add some opportunities for businesses whether they are retail, or restaurants, to have a space to operate in this particular area.

Commissioner Cavanaugh asked if the long-range plan was basically a strip mall with retail spaces for rent? Mr. Cullipher responded that it is hard to tell, but we did set up the depth for that to potentially be that way. Commissioner Cavanaugh said it's basically to take advantage of the build out of the piece of land we just discussed and the potential customer base there? Mr. Cullipher responded that was correct.

Motion: Commissioner Comer made a motion to go out of public hearing; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Motion: Commissioner Chadwick made a motion to approve the rezoning of the 10.2-acre property located on Highway 58 from R-20 to B-1, General Business; seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

Commissioner Comer stated that for the record, he does not own an RV park.

Motion: Commissioner Mansfield made a motion to approve the statement of plan consistency, seconded by Commissioner Cavanaugh. **Motion carried unanimously.**

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: April 28, 2021
TO: Carteret County Board of Commissioners
CC: Tommy Burns, County Manager
FROM: Eugene Foxworth, Assistant County Manager & Planning Director
RE: Request to rezone a 10.02-acre property located on Highway 58, Swansboro, NC 28584 (PIN#:537601461879000) from R-20 (Single-Family Residential District) to B-1 (General Business District).

- Dirt2Dreams LLC is requesting to rezone a 10.02-acre property located on Highway 58, Swansboro, NC 28584 from R-20 (Single-Family Residential District) to B-1 (General Business District).
- Currently, there are no structures on the property. The subject property is bordered undeveloped land and a solid waste convenience site to the north, single-family dwellings to the south, undeveloped land to the east, and undeveloped land to the west.
- The subject property is bordered by RA zoning to the north, RA zoning, B-1 zoning, and Peletier zoning to the south, B-3 and RA zoning to the east, and R-20 zoning to the west.
- The subject property is situated within the Limited Transition CAMA Land Use Plan classification. Areas included within the Limited Transition classification are areas that will experience increasing development during the next five to ten years. This request is consistent with the CAMA Land Use Plan.
- 17 surrounding property owners have been notified. To date, staff has received 1 objections and 4 no objections
- On April 12, 2021, the Planning Commission voted five to zero to recommend approval of the proposed rezoning from R-20 to B-1. Staff is happy to answer any additional questions that you may have.



REZONING APPLICATION

Applicant: THE CULLIPHER GROUP, PA
 Address: 151A NC HWY 24
MOREHEAD CITY, NC 28557
 Telephone: 252-773-0090
 E-mail: ron@tcgpa.com

Owner (if not Applicant): DIRT2DREAMS LLC
 Address: PO BOX 4692
EMERALD ISLE, NC 28594
 Telephone: 252-723-0002
 E-mail: jimmy@wardworklandscapes.com
 Signature: Ronald R. Cullipher
 Date: 3/17/21

Property address/ location: (NO ADDRESS) SWANSBORO
 PIN: 537601461879000 Current Zoning: R20 Proposed Zoning: B-1

Please explain why the rezoning that you are requesting is warranted: THIS 10.02 ACRE PARCEL IS PROPOSED FOR REZONING TO B-1 FOR GENERAL COMMERCIAL USE. LIMITED B-1 EXISTS ALONG THIS CORRIDOR AND COMMERCIAL DEVELOPMENT IS NEEDED TO SUPPORT SURROUNDING RESIDENTIAL USES.

For Staff Use Only

Application Number: _____ Amt. Rec'd: _____ Received by: _____ Date: _____

Carteret County Department of Planning and Development
 Eugene Foxworth, Director

Main Office: Courthouse Square
 Beaufort, NC 28516-1096
 Tel: (252) 728-8645
 Fax: (252) 728-8643

Western Office: 701 Cedar Point Blvd.
 Cedar Point, NC 28584-8013
 Tel: (252) 222-8833
 Fax: (252) 222-8828

Dirt2Dreams LLC
Rezoning Request

R-20 to B-1

10.02-acre parcel
 PIN: 537601461879000
 Highway 58
 Swansboro, NC 28584

Vicinity

Subject Property

Prepared By:
Carteret County Planning & Development

Aerial Map

Dir2Dreams LLC
Rezoning Request

R-20 to B-1

10.02-acre parcel
PIN: 537601461879000
Highway 58
Swansboro, NC 28584

Vicinity



Subject Property

Prepared By:
Carteret County Planning & Development



Dir2Dreams LLC
Rezoning Request

R-20 to B-1

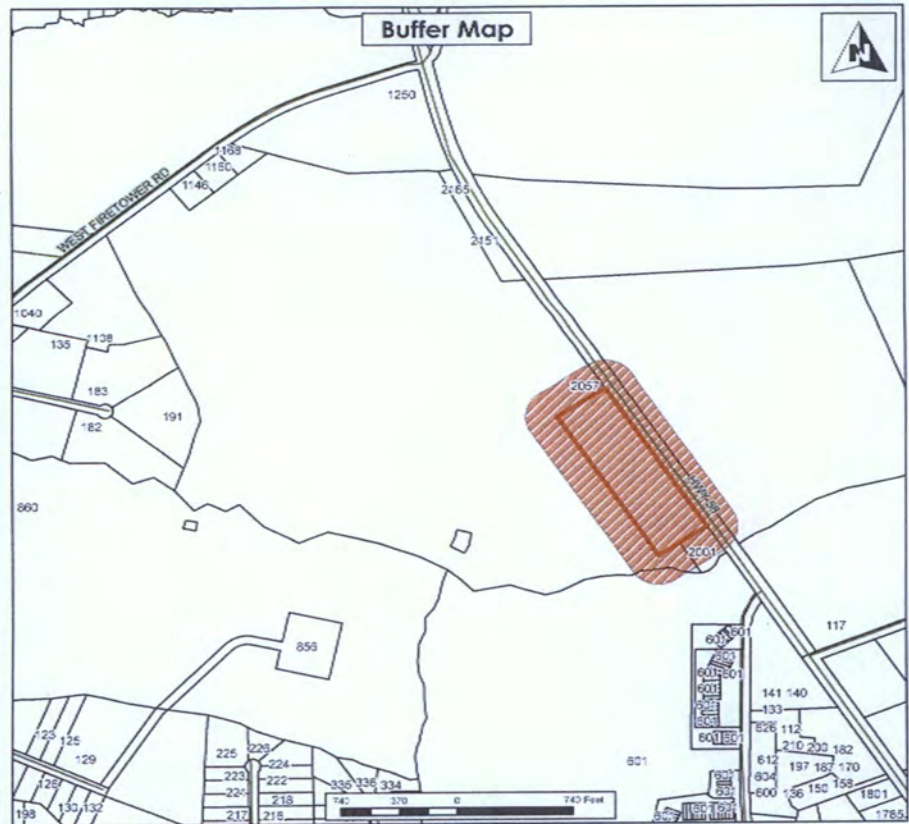
10.02-acre parcel
PIN: 537601461879000
Highway 58
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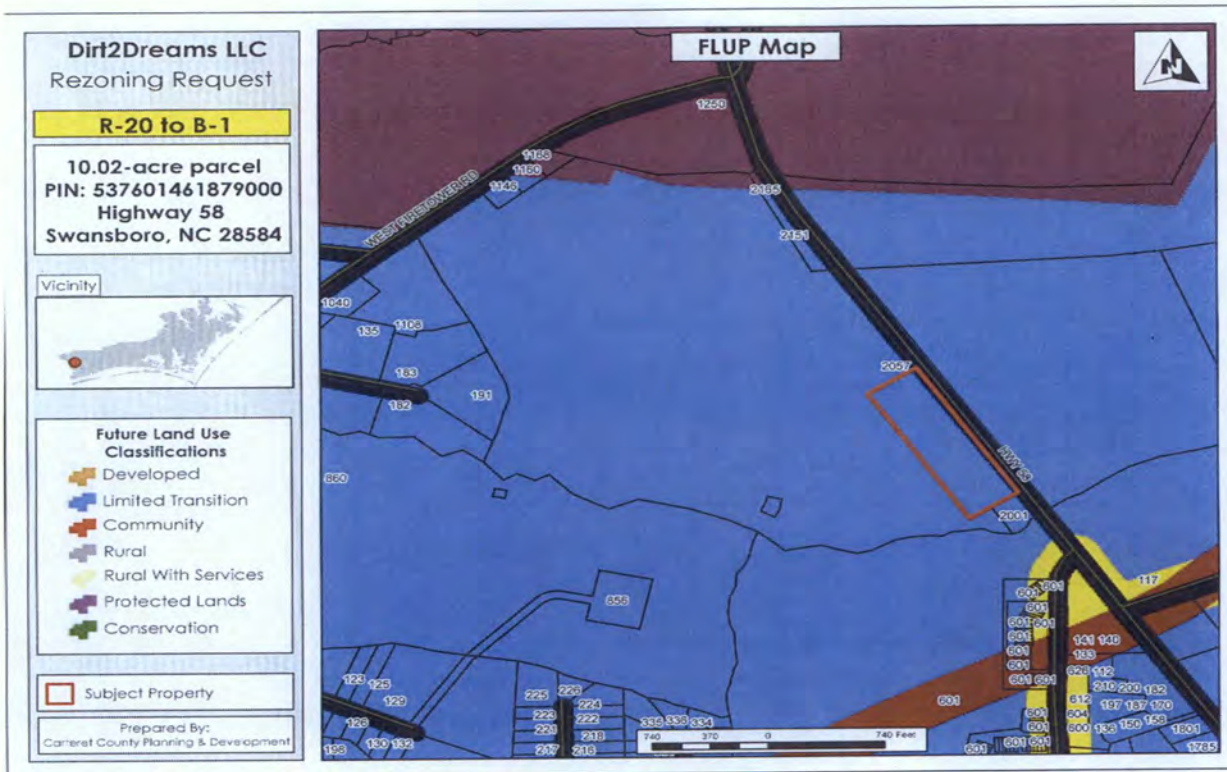
Vicinity



Subject Property

Prepared By:
Carteret County Planning & Development





PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of county commissioners that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board. (NCGS 160D-605)

REZONING MAP AMENDMENT:

Applicant: Dirt2Dreams LLC
 Owner: Dirt2Dreams LLC
 Address: Highway 58, Swansboro, NC 28584
 Tax Map and Parcel(s): 537601461879000
 Parcel Size: 10.02 acres

REQUEST:

Rezone from R-20 (Single-Family Residential District) to B-1 (General Business District)

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on April 12, 2021, the Planning Commission voted to recommend **approval** / denial of the proposed rezoning map amendment and stated, "The Planning Commission finds and determines that case number 2021-000016 **is** / is not consistent with the goals, objectives and policies of the CAMA Land Use Plan.

Motion to approve/deny by: Jeff Hunt

Seconded by: Scott Eckholdt

Followed by a unanimous 5-0 vote from the Committee to recommend approval of the Statement of Consistency

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of county commissioners that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.
(NCGS 153A-341)

REZONING MAP AMENDMENT:

Applicant: Dirt2Dreams LLC
Owner: Dirt2Dreams LLC
Address: Highway 58, Swansboro, NC 28584
Tax Map and Parcel(s): 537601461879000
Parcel Size: 10.02 acres

REQUEST:

Rezone from R-20 (Single-Family Residential District) to B-1 (General Business District)

STATEMENT OF CONSISTENCY:

At their meeting on May 17, 2021 the Board of Commissioners voted to **approve / deny** the rezoning map amendment and made the following statements:

- *The Commissioners find and determine that case number 2021-000016 **is consistent / is not consistent** with the goals, objectives and policies of the CAMA Land Use Plan because:*

- ***Is / Is not** reasonable and in the public interest because:*

Motion to approve/deny by:

Seconded by:

Due to the size of the supporting documentation, it is being incorporated into these minutes by reference. A full copy will be retained in the County Manager's Office.

****BREAK****

Chairman Wheatly called the meeting back to order.

Motion: Commissioner Comer made a motion to recall Commissioner Farrington back to the meeting; seconded by Commissioner Mansfield. **Motion carried unanimously.**

XII. BUDGET DISCUSSION

Ms. Meshaw stated that she and Mr. Burns are pleased to present the fiscal year 2022 annual operating budget. Ms. Meshaw shared that for the recommended budget, the following priorities were used to develop it: to maintain services, budget revenues conservatively, maintain the current General Fund and property tax rate, which is \$0.33, and to have all County programs fully open and operational in a post COVID environment.

The General Fund is the main operating fund of the County. Everything goes in the General Fund unless there is an accounting standard, General Statute, or a bond covenant that states you account for it in a separate fund. So, the General Fund recommended budget is \$105,070,000.00. It is a \$10,500,000.00 decrease, about 9.08% from our amended current year budget. The decrease is the effect of transferring beach nourishment reserve funds to the capital improvement funds where we are completing phase 3 of our beach nourishment projects.

Ad valorem taxes are always our largest revenue source, at almost 53% of the General Fund budget. Our second largest is other taxes which is primarily sales tax, followed by inter-governmental which is 13.77%, then permits and fees which is 3.4%, and sales and service is 4.2%. The other category which is a little over 9.5%, is investment earnings, miscellaneous, appropriated fund balance, and transfers in from other funds. The transfer in from other funds is from the occupancy fund and that revenue supports the beach nourishment department and anything in excess of that, goes into restricted beach nourishment fund balance.

In looking at the changes from our recommended budget to the amended FY21 budget, in the major revenue categories, ad valorem taxes is \$55.26M, sales tax and other taxes is \$17.25M, that is about an \$800K increase or 4.9%, from the current year. Permits, fees, sales and services is \$8.07M, and is about a \$330K increase or a little over 4%. Inter-governmental is \$14.47M that is a \$3M decrease, 17.6%. The main decrease in that, is we received a \$1M grant from the State for Hurricane Dorian and we have used that to help fund debt service in the current year. The schools received the \$10M grant from the State for school construction. As part of that agreement, we forego our lottery funding for five years. That was \$600K; that's part of that \$3.1M. The other decreases are for COVID funding. We received a lot of COVID funding for human services programs and public safety. Other sources are just over \$10M in the recommended budget, that is a \$9.17M decrease from our current year budget. Again, that is appropriated for the

restricted fund balance for beach nourishment and then it got transferred to capital improvements.

Property tax revenue: our preliminary assessed values are \$16.72B; \$.01 of property tax is approximately \$1.64M, and as stated earlier, there is no change in the property tax rate. It is retained at \$.33.

Sales tax revenues is 16.37% of the General Fund revenues and the budget projects \$17.2M, that's an \$800K increase, almost a 5% increase from the current year budget. The County is continuing to see strong growth in our current sales tax revenues. It's currently about a 7% increase we are seeing in guaranteed equity.

Intergovernmental is State and Federal funding and primarily supports human service programs, such as DSS and public health. It also supports the CCATS transportation program, and again, it is \$3.1M less than the current year budget. It's almost \$14.5M.

For other financing sources, again it's a little over \$10M and a decrease of \$9.17M; we will talk about it when we get into beach nourishment reserve.

The recommended budget for FY22 has a \$4.29M fund balance. Unassigned fund balance is \$2.4M, that's \$800K more than the current year when we adopted our budget. We also have restricted cash we are appropriating in that fund balance, and that is \$1.89M. The Morehead Elementary School loan we took out 15 years ago, and it matures as a \$2M maturity in this fiscal year. This is the only debt that we have that had a debt sinking fund. That's why we have to appropriate that \$1.89M. Every year, we were setting aside funding. The good thing about that was that the County will have actually, it was a zero-interest loan, the County will have actually put in a little under \$1.7M of the \$2M. So, the bank had the sinking fund structure where every year it was earning interest and they had it invested for the rate of return that at maturity would be \$2M. That worked out well for us, but that's one reason fund balance appropriation has spiked up.

Commissioner Comer asked for clarification; the unassigned is separate and aside from the restricted cash. Ms. Meshaw stated that was correct; we were setting aside money every year for that. Commissioner Comer questioned if the unassigned balance is for taking care of some capital item. Ms. Meshaw stated that the unassigned is for all capital needs.

The General Fund expenditures, as in prior years, education continues to be our largest function of government. That's 28.98%, that includes schools and the community college, and operating and capital expenditures. Commissioner Mansfield verified that all of the debt service is for the public-school system. Commissioner Comer asked about the community college debt, and Ms. Meshaw confirmed that all of the community college debt has been paid off.

Human services is our second largest function of government. It's a little over 18%, followed by public safety at almost 15.5%, then general government, and then our smaller functions of government. Other is transfers to other funds and contingency appropriations. When you look at the recommended budget by function of government compared to our amended budget and percentage of changes, you will see that there is not a tremendous amount of change. The general government is a little over \$10.5M, that's a \$390,000 decrease and public safety is \$16.22M, which is a \$180,000 increase. Transportation is \$1.32M, a \$1.5M decrease. We received the insurance proceeds for the airport hangers from our insurance company that were damaged from Hurricane Florence, then it passed through the County and we remitted and turned that over and then they had EDA funds for doing that big project. That was a one-time expense that flowed through our books. The other decrease is CCATS capital grants; they are not receiving any for the new year. Environmental protection is a slight decrease of \$.47M, that is due to some projects completed in public works, and then economic development is \$2.85M. Human services is \$19.07M, that is the other area that has a significant decrease of \$1.67M. Most of that decrease, is in the public health division. We received COVID funding for all of our vaccine clinic expenses and we received Federal funding to offset those. Education is \$27.77M and very little change there.

Commissioner Chadwick asked what is in public safety beside the Sheriff's office? Ms. Meshaw responded the emergency services division, animal control and rape crisis. Commissioner Chadwick asked if any fire departments were in there; Ms. Meshaw stated that they are in a separate fund.

Commissioner Cavanaugh asked on the transportation, you said that the big drop was because of airport hangers, why would that show up in our budget? Ms. Meshaw said because the insurance was in the County's name, and the insurance company made the check to the County, so we have to budget the expense to write the check to the Airport Authority. Commissioner Mansfield shared that the airport is a County asset, but the Airport Authority runs it.

Cultural and Recreation includes our parks, libraries and civic center. That's about a \$4,000 increase. It's very flat, with almost no change.

Debt service is a \$3M increase, as I said, the \$7.7M is all public-school debt. \$2M of that is the debt that matures that we just discussed. With the other million, we anticipate issuing school bonds, which is a portion of that \$42M of the referendum that passed in November. We anticipate issuing a portion of that sometime during the year, and as such, we have budgeted a debt payment in here, and that's about \$1M for that debt.

In non-departmental, the decrease of \$9.8M, again, is the transfer for beach nourishment phase three projects.

Education, as stated, is for public schools and the community college. It's the largest area of government, when debt service is added, education is \$38.18M or 36.34% of the General Fund budget. For the public schools, operation funding is just under \$24M, that's a \$140,000 increase. Their capital funding is \$2.69M that returns their capital funding to pre-COVID levels. We had those years where it was skewed where we influxed some capital money to take care of some items while they were closed. This returns us back to our traditional level. In technology, we fulfilled the final year of that commitment. That commitment and some other needs they have is about \$700K.

For the community college, their operating budget recommended is \$2.77M, that's just over a 4% increase, or about \$138,000. Their capital funding is maintained at \$1M, and that fulfills the last year of the agreed upon funding level. After this fiscal year, there will be discussions on capital levels going forward.

Commissioner Comer stated he still had some questions on the public schools; he stated that we advanced money, but we advanced future monies so we didn't ever come off levels. Ms. Meshaw explained that in 2020, we upfronted money and advanced it. In 2021, we dropped it down because we had advanced it in 2020; this just takes us back to pre-COVID levels. The increase in capital funding gets us back to 2019 levels. Commissioner Comer confirmed that in technology, this is year five of five.

Commissioner Mansfield referenced the proposed budget book from the schools, and asked if the request was the same. Ms. Meshaw explained that the fifth year of the capital is not the full \$700K; it is \$500K+; they had some other capital – mainly licensing agreements for technology. The two combined rounded out to about \$700K.

Commissioner Comer asked if that was the request; Ms. Meshaw explained that it was almost the request; it was a little bit more than \$2.77M. The capital was the same.

Commissioner Mansfield stated back to the K-12, the total budget request is \$3.127M and the recommended is \$2.77M, about a \$400K difference; is that correct. Ms. Meshaw shared that it is \$2.69M. Commissioner Mansfield asked on the operating, is that pretty close to the amount. Ms. Meshaw stated that we are recommending a few hundred thousand dollars less than the schools requested, but there is some funding set aside in contingency for when we have discussions with the Board or when the Board has a discussion with the Board of Education; there is some funding set aside in contingency. Commissioner Mansfield asked how much of the money in contingency this year did we use. Ms. Meshaw stated it was under \$300K. Commissioner Mansfield asked what we did with the salary increases last year; did we hold that in contingency or did we wait to address it after the fact? Ms. Meshaw stated that we held it in contingency waiting to see what the State budget was; there is \$200K in contingency and that still doesn't fund what they asked for. When they turned in their budget and had to get it to us, that was

before the \$1.9 trillion dollars came out from the President Biden Administration. Commissioner Mansfield confirmed that we would be working on that.

Ms. Meshaw shared that what we did do through the ledger is their pension increase, which is a little bit less than \$140,000. The reason we put the pension increase in there, is because with the first stimulus money that came out, we could use it for the pension matches on your staff. With the President Biden Administration, on that \$1.9 trillion, you cannot use any of that money to pay for your pensions for your staff; so, we recommended the funding of that. After the budgets are adopted, the County staff and Board of Education staff will need to start meeting and really start nailing down their projects and talking about the timing of the school bond projects.

The General Fund does recommend some additional positions this year. There are six in total in the budget. That was not all of the ones that were requested. There are two part-time positions that are recommended to be made full-time; one is the Elections Specialist I. The other is in the public library, an office assistant. In public buildings, they are requesting and we are recommending a maintenance technician.

Commissioner Comer stated that he still has a question on the schools; on the debt service, the increases you are anticipating are the bond issue. Ms. Meshaw confirmed. Ms. Meshaw shared that it is about a \$3M increase overall in debt service. Commissioner Comer asked what we are servicing. Ms. Meshaw shared that it is \$1M anticipating issuing part of the \$42M GOs; the \$2M will go to budget.

Ms. Meshaw continued her discussion on positions. The Sheriff's top two requests were two deputy sheriffs; one was to expand his electronic monitoring program, the other one is to support additional needs for port services. In DSS, there is a social worker supervisor that is requested and that is in child protection services. All of these positions have been requested in multiple years. The budget continues to fund merit performance pay increases for staff. If you remember, the Commissioners graciously funded a cost of living adjustment last year, the first one we have had in about ten years, that is not recommended in this budget. Commissioner Chadwick confirmed that we are doing a merit-based increase this year.

Ms. Meshaw stated that she will briefly talk about a few of our special revenue funds and capital project funds, and then our water fund. For our rescue taxing district, the total budget is \$4.17M. For the fire taxing district, that total budget is \$6.34M. All of the fire and EMS Commission recommendations are in the budget except for the meeting they had last week. It was too late to fold that into the recommended budget, so we can implement those for budget adoption. As you know, Wildwood and Mitchell Village taxing districts are remitted to Morehead City, then there was a recommendation for the Newport Fire District to release a portion of its reserve funds, and if the Board approves that, we will implement that at adoption. All other recommendations are included. The occupancy

tax fund is \$10.26M; it's the same as our FY21. Fifty percent after administration charges are remitted to the TDA – a little over \$5M. The remaining is for beach nourishment to the General Fund which is \$5.9M. Our Capital Improvements Fund is \$875K; waterway dredging continues at \$350K. Our tax pictometry mapping continues at \$100K, and then other capital maintenance projects are \$425K. Those are the projects that were on Mr. Foxworth's list when we had the retreat in February. The Facilities Debt Reserve Fund is the fund that was established in 2016, and its purpose is to accumulate funds for future debt service associated with capital improvement projects. Our estimated balance in that fund is \$7.44M and then for the fiscal year 2022, we are transferring \$1.5M.

Ms. Meshaw shared for our water fund budget, the total budget is \$1.22M; operating remains over \$680K. There is no recommended rate increase in this year's budget. You can only set the tax rate once; once that is adopted, it cannot be adjusted until you the next fiscal year. Fees can be adjusted any time during the year. So, the County Manager and I are discussing that until a decision is made on retaining or selling the water system, that we will have no rate increase and then when a decision is made, depending on the decision, we will come back and revisit the budget. The operating expenses are \$980K, and debt service for that fund is \$236,000.

In closing, Ms. Meshaw stated all of our bonds are just shy of a \$135M; it's almost \$51M less than the amended current year budget. We talked about the decreases which are in beach nourishment phase III and the dredging, and some other capital projects. Then going forward, through the budget process, our public hearing is the first Monday in June, June 7th. After the public hearing, there have been some presentations scheduled for public schools, the community college, and the fire and EMS commission.

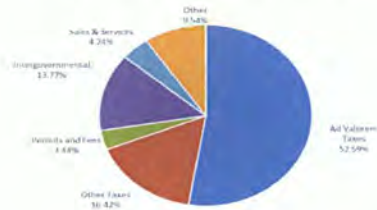
The Commissioners thanked Ms. Meshaw and shared that it was well done and she did a good job.

<p style="text-align: center;">FY 2021-2022 Recommended Budget</p> <p style="text-align: center;">Presented to Carteret County Commissioners</p> <p style="text-align: center;">May 17, 2021</p>	<p style="text-align: center;">FY 2021-22 Recommended Budget</p> <ul style="list-style-type: none"> • Priorities for developing the recommended budget <ul style="list-style-type: none"> – Maintain services – Budget revenues conservatively – Programs fully open post COVID-19
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General Fund Budget

- Recommended budget is \$105.07M
- \$10.49M decrease (9.08%) from FY21 amended budget

General Fund Revenue



General Fund Revenue Changes from FY21 Amended Budget

Revenues	Recommended FY22 Budget	Change from Adjusted Budget 04/30/21	Percent Change from FY21
Ad Valorem	\$55.26 Million	\$.85 Million	1.19%
Sales and Other Taxes	17.25 Million	.81 Million	4.91%
Permits, Fees, Sales & Services	8.07 Million	.33 Million	4.26%
Intergovernmental	14.47 Million	(3.10) Million	(17.64)%
Other Revenue Sources	10.02 Million	(9.17) Million	(47.80)%
Total	\$105.07 Million	\$(10.49) Million	(9.08)%

Property Tax Revenue

- FY22 preliminary assessed value is approximately \$16.72B
- One cent of tax equals approximately \$1.64M
- Recommended property tax rate is 33¢ / \$100 assessed value

General Fund Revenues

- Sales Tax Revenues
 - Sales tax is 16.37% of General Fund revenues
 - Budget projects \$17.20M; \$.80 million (4.88%) increase revenues

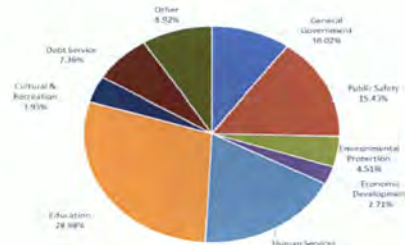
General Fund Revenues

- Intergovernmental Revenue
 - State & Federal revenue that primarily supports human services programs (DSS and Public Health)
 - \$14.47M budgeted, (\$3.10 less than FY21)

General Fund

- Other Financing Sources
 - \$10.02M projected, \$9.17M decrease (47.80%)
 - Decrease from FY21 amended budget to FY22 recommended budget – restricted beach nourishment fund balance
 - FY22 Recommended Fund Balance \$4.29M
 - Unassigned Fund Balance \$2.4M, \$.8M more than FY21
 - Restricted cash for MES QZAB debt maturity \$1.89M

General Fund Expenditures



General Fund Expenditures

Expenditures	Recommended FY22 Budget	Change from Amended Budget 04/30/21	Percent Change From FY21
General Government	\$10.53 Million	\$(.39) Million	(3.60)%
Public Safety	16.22 Million	.18 Million	1.11%
Transportation	1.32 Million	(1.55) Million	(53.96)%
Environmental Protection	4.74 Million	(.47) Million	(9.11)%
Economic & Physical Development	2.85 Million	.25 Million	9.48%
Human Services	19.07 Million	(1.67) Million	(8.03)%
Education	27.77 Million	(.04) Million	(0.14)%

General Fund Expenditures

Expenditures	Recommended FY21 Budget	Change from Adjusted Budget 03/31/20	Percent Change From FY20
Cultural & Recreation	4.13 Million	.00 Million	0.01%
Debt Service	7.73 Million	3.00 Million	63.37%
Non Departmental (Transfer to other funds and non departmental expenses)	10.71 Million	(9.80) Million	(47.72)%
Total	\$105.07 Million	\$(10.49) Million	(9.08)%

General Fund Expenditures

- Education
 - Includes Public Schools and Carteret Community College
 - Recommended budget for education (operating and capital) is largest function of the General Fund (\$30.45M or 28.98%)
 - When debt service is added, Education is \$38.18M (36.34%) of the General Fund

Public Schools

- Operating Funding \$23.99M, \$.14M increase
- Capital Funding \$2.69M
 - Pre COVID-19 funding level
 - \$.74M increase FY21 adopted budget funding level
 - Funds technology commitment, \$.70M (year 5 of 5)

Community College

- Operating Funding
 - \$2.77M, 4.13% or \$138,000 increase
- Capital Funding
 - Maintains \$1M funding
 - Fulfills last year of agreed funding levels

General Fund Expenditures Debt Service

- Funded Debt Service \$7.73M
 - \$3.00M increase (38.79%)
 - Morehead Elementary School QZAB matures
 - \$2M debt service payment
 - \$1.89M appropriated from restricted cash debt sinking fund
 - Anticipates issuing a portion of School GO bonds
 - Funds \$1M debt service payment

General Fund

- Emphasis is placed on employees through:
 - Staffing
 - Elections Specialist I: (converts part time to full time)
 - Public Buildings: Maintenance Technician
 - Sheriff: 2 Deputy Sheriffs: 1 Court Services; 1 Electronic Monitoring
 - DSS Social Worker Supervisor – Child Protection Services
 - Public Library: Office Assistant (converts part time to full time)
 - Funds meritorious performance pay raises

Other Funds

- Special Revenue Funds
 - Rescue Districts
 - Fire Districts
 - Occupancy Tax
- Capital Projects Fund
 - County Capital Improvements
 - County Debt / Facilities Reserve
- Enterprise Fund
 - Water Fund

<p style="text-align: center;">Special Revenue Funds</p> <ul style="list-style-type: none"> • Rescue Districts Fund <ul style="list-style-type: none"> – Total Budget \$4.17 Million • Fire Districts Fund <ul style="list-style-type: none"> – Total Budget \$6.34 Million • Fire and EMS Commission: completed its recommendations <ul style="list-style-type: none"> – Most recommendations implemented in recommended budget except for late recommendations 	<p style="text-align: center;">Capital Improvements Fund</p> <ul style="list-style-type: none"> • Capital Improvements Fund \$875,000 <ul style="list-style-type: none"> – Waterway Dredging \$ 350,000 – Tax Department Pictometry \$ 100,000 – County capital and maintenance projects \$ 425,000
<p style="text-align: center;">Facilities / Debt Reserve Fund</p> <ul style="list-style-type: none"> • Commission established fund FY16 • Fund's purpose: accumulate funds for future debt service associated with capital improvement projects approved by the Commission • Estimated Balance FY21 \$7.44M • Transfer FY22 \$1.50M 	<p style="text-align: center;">Water Fund</p> <ul style="list-style-type: none"> • Total budget \$1,220,000 • Revenues <ul style="list-style-type: none"> – Operating Revenue \$681,200 <ul style="list-style-type: none"> • No consumption rate increase recommended • If system retained, rates will need to increase during FY22 – Transfer from Water Special Taxing District to balance operations and maintenance needs, \$500,000 (\$95,000 increase from FY21) • Expenditures <ul style="list-style-type: none"> – Operating Expenses \$983,920 – Debt Service \$236,080
<p style="text-align: center;">FY 2021-2022 Budget Summary</p> <ul style="list-style-type: none"> • Total recommended budget for all funds: \$134.78M • \$50.68M less than the \$185.46M FY21 amended budget <ul style="list-style-type: none"> – Decrease due to large projects in FY21: Beach Renourishment Phase III, dredging projects, and capital / maintenance projects 	<p style="text-align: center;">FY 2021-2022 Budget</p> <ul style="list-style-type: none"> • County budget public hearing – June 7, 2021 • Budget Presentations June 7, 2021 <ul style="list-style-type: none"> – Public Schools – Carteret Community College – Fire and EMS Commission

XIII. MANAGER’S REPORT

Mr. Burns shared that the vaccine clinics for those 12-17 years old, will be held shortly; we will send out information. I was glad to see Jessica Adams, the new director of the DSS, here this evening. She has done a great job for us so far. It was very evident when we interviewed her that she is an energetic person and has a passion for DSS, and that was what we were looking for. I wanted to be sure and thank Jim Davis and Jim Dandy Stores. He helped us last week during our gas shortage throughout the County. We have

a gas contingency plan that we plan for during natural disasters. We didn't anticipate a pipeline disaster like this. Mr. Davis really kept us going those few days when fuel was critical. His stores on 20th Street, Highways 24 and 70, allowed our emergency vehicles to fuel up at certain time periods and it really saved us. The County implemented the new face mask requirements from Executive Order 215.

Commissioner Mansfield shared that today's COVID update shows that we are down to 25 active in the whole County and one in the hospital. There have only been 5,013 since a year ago March.

XIV. APPOINTMENTS

Consolidated Human Services Board

Commissioner Mansfield nominated Dr. Darden Eure, Jr. for the vacant four-year "dentist" term; nomination carried.

Eastern Carolina Council Area Agency on Aging

Commissioner Comer nominated Mr. James Chiavola for a vacant three-year term; nomination carried.

Juvenile Crime Prevention Council

Commissioner Cavanaugh nominated Ms. Regina Williams for a vacant two-year "Business Community" term; nomination carried.

XV. COMMISSIONERS' COMMENTS

Commissioner Shinn thanked everyone for coming out, and spending a little bit of time staying tuned to what is happening in the community. I welcome Ms. Adams as our new DSS Director. I appreciate everybody's comments tonight on the public hearings. It was a good conversation; a lot of good points were brought up on both sides. I don't have any personal issues with campgrounds; I just had a lot questions that I don't think I would have gotten answered tonight, and that is the reason for my vote. I'm actually in favor of campgrounds; I think they are very conducive to a good, healthy community, or can be. I spent a lot of time camping with my family and never had an issue. I think it will be a good addition to that area of the County.

Commissioner Cavanaugh shared that he would like to echo Commissioner Shinn's comments, but I would also add my thanks and appreciation for Ms. Meshaw and her staff for putting together huge volumes of statistic and numbers, keeping it all in order, and making our job a lot easier in trying to digest it all.

Commissioner Mansfield shared that he will agree with all of the comments of these Commissioners and yield my time to them.

Commissioner Comer had no comments.

Commissioner Farrington shared that he wants to wish Ms. Adams well for coming to the County. He thanked Ms. Meshaw and her staff for all of their hard work. Again, awesome work on the vaccines and all of the great things that are happening.

Commissioner Chadwick shared that he would like to make a couple of comments about the rezoning tonight; it was a hot topic. I do believe the developers will do a first-class job on that piece of property, and I think they are being very reasonable with the amount of setbacks and the other regulations. Once they have to comply with stormwater and pervious surfaces, and CAMA regulations, that really takes a piece of property and whittles it down. I think they will be very reasonable and do a good job. I would like to commend Chairman Wheatly for keeping fuel and gas to the Down East community. Condolences to my friend, Danny Styron, and his family. He passed away yesterday or the day before. He was a good guy and a hard worker; if anybody needed a fundraiser for the band, or somebody had cancer or the Stacy Fire Department, Danny was your go to man to sell tickets and if you didn't want to buy one, he would aggravate you until you did. He raised a lot of money in the community and did a good job and he will be missed by many people and I want to extend my condolences to his family.

Chairman Wheatly stated that he wanted to reiterate what Commissioner Chadwick said about Danny Styron. Danny Styron was an employee of mine for eight or ten years. He was a community leader; there was no job that he wouldn't try to do to help aid his community, from the fire department to paying somebody's light bill or whatever. He was just a real community-minded person and he will be missed. I also wanted to say something about Ms. Cindy Bunch. Ms. Bunch as many of you know, is in charge of the Farmers' Market. Yesterday, her daughter who was pregnant died and the baby died too. So, when you go to bed tonight, put in a kind word for her.

XVI. CLOSED SESSION PURSUANT TO NCGS 143-318.11 FOR THE PERMITTED PURPOSE OF DISCUSSING (a) (1) APPROVAL OF THE NOVEMBER 16, 2020 AND JANUARY 25, 2021 CLOSED SESSION MINUTES, AND (a) (3) ATTORNEY-CLIENT PRIVILEGE

Motion: Commissioner Cavanaugh made a motion to go into closed session pursuant to NCGS 143-318.11 or the permitted purpose of discussing (a) (1) approval of the November 16, 2020 and January 25, 2021 closed session minutes, and (a) (3) attorney-client privilege; seconded by Commissioner Shinn; **motion carried unanimously.**

XVII. ADJOURNMENT

Motion: Commissioner Comer made a motion to adjourn; seconded by Commissioner Mansfield. **Motion carried unanimously.**

Ed, Wheatly, Chairman

Rachel Hammer, Clerk

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - a. Tax Releases Under \$100

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment	
2020	P	112220	P	520370	KEVIN R KNAPP	BEAUFORT	11.02
2019	P	79792	P	520370	KEVIN R KNAPP	BEAUFORT	10.95
2017	P	122927	P	527319	DANNY RAY CROOM	MOREHEAD CITY	19.26
2017	P	122927	P	527319	DANNY RAY CROOM	MOREHEAD CITY	3.53
2018	P	210255	P	527319	DANNY RAY CROOM	MOREHEAD CITY	18.23
2018	P	210255	P	527319	DANNY RAY CROOM	MOREHEAD CITY	3.35
2019	P	84805	P	527319	DANNY RAY CROOM	MOREHEAD CITY	17.14
2019	P	84805	P	527319	DANNY RAY CROOM	MOREHEAD CITY	3.27
2020	P	116616	P	527319	DANNY RAY CROOM	MOREHEAD CITY	14.93
2020	P	116616	P	527319	DANNY RAY CROOM	MOREHEAD CITY	3.50
2019	P	88909	P	532682	TIMOTHY COGDILL		27.27
2020	P	120225	P	532682	TIMOTHY COGDILL		29.03
2020	P	120137	P	532442	JOHN ETUX DEBBIE BOOSINGER	ATLANTIC BEACH	33.26
2020	R	713690	R	353243	2 KINGS LLC		88.24
2020	R	713689	R	353243	2 KINGS LLC		88.24
2020	R	713687	R	353243	2 KINGS LLC		86.52
2020	P	115835	P	542219	WALTER STROUD		22.71
2020	P	125875	P	543409	STEPHANIE LAWRENCE	NEWPORT	8.71
2020	P	125875	P	543409	STEPHANIE LAWRENCE	NEWPORT	15.00
2020	P	118150	P	529844	ANTHONY MCCRAY CHANEY	ATLANTIC	25.50
2020	P	105347	P	505517	ARNOLD L BALDWIN JR	NEWPORT	34.63
2020	P	105962	P	389845	MARK ETUX CATHERINE HOLLEMAN		9.32
2020	P	105962	P	389845	MARK ETUX CATHERINE HOLLEMAN		15.00
2020	P	109871	P	516986	BETTINA CANDELORE	NEWPORT	22.69
2020	P	109871	P	516986	BETTINA CANDELORE	NEWPORT	10.16
2019	P	77121	P	516986	BETTINA CANDELORE	NEWPORT	22.76
2019	P	77121	P	516986	BETTINA CANDELORE	NEWPORT	9.56
2018	P	201632	P	516986	BETTINA CANDELORE	NEWPORT	24.21
2018	P	201632	P	516986	BETTINA CANDELORE	NEWPORT	9.78
2017	P	112439	P	516986	BETTINA CANDELORE	NEWPORT	23.22
2017	P	112439	P	516986	BETTINA CANDELORE	NEWPORT	9.55
2016	P	47036	P	516986	BETTINA CANDELORE	NEWPORT	26.57
2016	P	47036	P	516986	BETTINA CANDELORE	NEWPORT	10.15
2020	P	111389	P	518985	MICHAEL WESLEY BRADSHAW	MOREHEAD CITY	28.98
2018	P	196946	P	364175	DAVID WAYNE HANSLEY	NEWPORT	6.00
2019	P	72846	P	364175	DAVID WAYNE HANSLEY	NEWPORT	5.70
2020	P	106021	P	364175	DAVID WAYNE HANSLEY	NEWPORT	6.13
2020	P	123514	P	541070	JILL LYNETTE ADKINS	HUBERT	30.77
2020	P	110277	P	488099	FRANCIS EUGENE BULLOCK JR	BEAUFORT	4.21
2020	P	110277	P	488099	FRANCIS EUGENE BULLOCK JR	BEAUFORT	1.37
2020	P	113235	P	521802	ARTHUR EDWARD CARTER	BEAUFORT	3.58
2020	P	113235	P	521802	ARTHUR EDWARD CARTER	BEAUFORT	.68
2020	P	113235	P	521802	ARTHUR EDWARD CARTER	BEAUFORT	.43
2020	P	108612	P	11768	JOHN DICKINSON		.08
2020	P	108612	P	11768	JOHN DICKINSON		3.46
2020	P	108612	P	11768	JOHN DICKINSON		.04
2020	P	108612	P	11768	JOHN DICKINSON		2.08
2018	P	199906	P	384415	MICHAEL THOMAS DAVIS		2.64
2018	P	199906	P	384415	MICHAEL THOMAS DAVIS		45.57

Year	Roll Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment
2018	P	199906	P	384415	MICHAEL THOMAS DAVIS	3.51
2019	P	75574	P	384415	MICHAEL THOMAS DAVIS	42.67
2019	P	75574	P	384415	MICHAEL THOMAS DAVIS	.58
2019	P	75574	P	384415	MICHAEL THOMAS DAVIS	3.55
2020	P	108524	P	384415	MICHAEL THOMAS DAVIS	44.49
2020	P	108524	P	384415	MICHAEL THOMAS DAVIS	3.70
2017	P	110608	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.45
2017	P	110608	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.89
2017	P	110608	P	360721	MATTHEW JOSEPH KATEN NEWPORT	8.42
2017	P	110608	P	360721	MATTHEW JOSEPH KATEN NEWPORT	39.52
2017	P	110608	P	360721	MATTHEW JOSEPH KATEN NEWPORT	19.65
2018	P	200025	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.42
2018	P	200025	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.85
2018	P	200025	P	360721	MATTHEW JOSEPH KATEN NEWPORT	8.26
2018	P	200025	P	360721	MATTHEW JOSEPH KATEN NEWPORT	38.03
2018	P	200025	P	360721	MATTHEW JOSEPH KATEN NEWPORT	17.72
2019	P	75686	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.44
2019	P	75686	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.89
2019	P	75686	P	360721	MATTHEW JOSEPH KATEN NEWPORT	8.50
2019	P	75686	P	360721	MATTHEW JOSEPH KATEN NEWPORT	37.15
2019	P	75686	P	360721	MATTHEW JOSEPH KATEN NEWPORT	17.92
2020	P	108621	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.46
2020	P	108621	P	360721	MATTHEW JOSEPH KATEN NEWPORT	.93
2020	P	108621	P	360721	MATTHEW JOSEPH KATEN NEWPORT	8.74
2020	P	108621	P	360721	MATTHEW JOSEPH KATEN NEWPORT	36.44
2020	P	108621	P	360721	MATTHEW JOSEPH KATEN NEWPORT	19.68
2016	P	45057	P	477686	JAMES MICHAEL THOMPSON MOREHEAD CITY	3.03
2017	P	110682	P	477683	CAMERON SHANNE THOMPSON CEDAR POINT	3.82
2017	P	110682	P	477683	CAMERON SHANNE THOMPSON CEDAR POINT	.61
2018	P	200093	P	477683	CAMERON SHANNE THOMPSON CEDAR POINT	3.75
2018	P	200093	P	477683	CAMERON SHANNE THOMPSON CEDAR POINT	.59
2020	P	108701	P	379346	RONALD LEE SCHIRMER II CAPE CARTERET	9.45
2019	P	75799	P	384204	WILLIAM DENNIS TYSON JR NEWPORT	4.00
2020	P	108722	P	384204	WILLIAM DENNIS TYSON JR NEWPORT	4.30
2020	P	113792	P	522557	JOSEPH BURNS JR ELKINS	55.21
2017	P	111250	P	463257	TERRY LYNN WELLS ROCKY MOUNT	47.95
2017	P	111250	P	463257	TERRY LYNN WELLS ROCKY MOUNT	4.62
2018	P	200585	P	463257	TERRY LYNN WELLS ROCKY MOUNT	47.31
2018	P	200585	P	463257	TERRY LYNN WELLS ROCKY MOUNT	4.51
2018	P	200585	P	463257	TERRY LYNN WELLS ROCKY MOUNT	.59
2019	P	76181	P	463257	TERRY LYNN WELLS ROCKY MOUNT	50.20
2019	P	76181	P	463257	TERRY LYNN WELLS ROCKY MOUNT	4.61
2019	P	76181	P	463257	TERRY LYNN WELLS ROCKY MOUNT	.61
2020	P	109047	P	463257	TERRY LYNN WELLS ROCKY MOUNT	30.09
2020	P	109047	P	463257	TERRY LYNN WELLS ROCKY MOUNT	2.72
2020	P	109047	P	463257	TERRY LYNN WELLS ROCKY MOUNT	.40
2020	P	109119	P	516052	ANTHONY B TURBEVILLE BEAUFORT	12.02
2020	P	109119	P	516052	ANTHONY B TURBEVILLE BEAUFORT	4.27
2020	P	109229	P	516183	FRANKIE WAYNE HARPER NEWPORT	18.60

Year	Rol Typ	Taxbill Number	Parc Roll	Name Id Number	Name	Total Adjustment	
2020	P	125902	P	543436	MARIA CESERNOS	NEWPORT	16.33
2020	P	125902	P	543436	MARIA CESERNOS	NEWPORT	15.00
2019	P	73899	P	463471	DAVID ROSSI	NEWPORT	96.87
2019	P	73899	P	463471	DAVID ROSSI	NEWPORT	15.00
2018	P	198087	P	463471	DAVID ROSSI	NEWPORT	15.00
2017	P	108421	P	463471	DAVID ROSSI	NEWPORT	15.00
2016	P	42532	P	463471	DAVID ROSSI	NEWPORT	15.00
2015	P	113537	P	463471	DAVID ROSSI	NEWPORT	15.00
2016	P	48814	P	505326	JAMES MICHAEL STYRON SR	NEWPORT	41.81
2016	P	48814	P	505326	JAMES MICHAEL STYRON SR	NEWPORT	14.04
2015	P	115775	P	505326	JAMES MICHAEL STYRON SR	NEWPORT	25.29
2016	P	58470	P	49395	FRANCES ETVIR JAMES MEYERHOLTZ		17.29
2016	P	58470	P	49395	FRANCES ETVIR JAMES MEYERHOLTZ		15.00
2020	P	109271	P	516239	BRENDA SUE ZIMMER	NEWPORT	3.97
2020	P	109271	P	516239	BRENDA SUE ZIMMER	NEWPORT	36.46
2020	P	109271	P	516239	BRENDA SUE ZIMMER	NEWPORT	7.35
2020	P	109271	P	516239	BRENDA SUE ZIMMER	NEWPORT	2.69
2020	P	109271	P	516239	BRENDA SUE ZIMMER	NEWPORT	19.68
2020	P	117177	P	528160	JAMES RANDOLPH HEWTON	WILLISTON	18.74
2020	P	117177	P	528160	JAMES RANDOLPH HEWTON	WILLISTON	8.32
2020	P	115074	P	524933	JAMES RANDOLPH HEWTON	WILLISTON	3.42
2020	P	115074	P	524933	JAMES RANDOLPH HEWTON	WILLISTON	2.98
2015	P	112698	P	385522	DIANNE SEAMSTER	NEWPORT	15.08
2014	P	94466	P	385522	DIANNE SEAMSTER	NEWPORT	27.92
2013	P	84756	P	385522	DIANNE SEAMSTER	NEWPORT	28.44
2012	P	85087	P	385522	DIANNE SEAMSTER	NEWPORT	29.07
2015	P	112698	P	385522	DIANNE SEAMSTER	NEWPORT	15.00
2014	P	94466	P	385522	DIANNE SEAMSTER	NEWPORT	15.00
2013	P	84756	P	385522	DIANNE SEAMSTER	NEWPORT	15.00
2012	P	85087	P	385522	DIANNE SEAMSTER	NEWPORT	10.00

FINAL TOTALS
TOTAL

2,151.85

* * * END OF REPORT * * *

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - b. Tax Releases Over \$100

Name Id Number	Name		Total Adjustment	Comment
521938	CHARLES BRANNER JR SEIBER	SLIDELL	178.13	PAID IN LA PER REGISTRATION
521938	CHARLES BRANNER JR SEIBER	SLIDELL	165.36	PAID IN LA PER REGISTRATION
521938	CHARLES BRANNER JR SEIBER	SLIDELL	160.23	PAID IN LA PER REGISTRATION
521938	CHARLES BRANNER JR SEIBER	SLIDELL	163.82	PAID IN LA PER REGISTRATION
407745	BENJAMIN ETUX SUSAN WALKER	NEWPORT	165.00	HAS CURBSIDE PICKUP
65608	RICHARD C JR ETAL TR PATTERSON	BEAUFORT	165.00	GFL ENVIRONMENTAL
353243	2 KINGS LLC		111.58	BUILDERS INVENTORY
353243	2 KINGS LLC		456.96	BUILDERS INVENTORY
353243	2 KINGS LLC		125.22	BUILDERS INVENTORY
353243	2 KINGS LLC		125.22	BUILDERS INVENTORY
353243	2 KINGS LLC		405.61	BUILDERS INVENTORY
353243	2 KINGS LLC		136.24	BUILDERS INVENTORY
529844	ANTHONY MCCRAY CHANEY	ATLANTIC	315.83	OUT OF BUSINESS
389845	MARK ETUX CATHERINE HOLLEMAN		255.00	LOT WAS VACANT
540826	ROBERT MACBAIN	BEAUFORT	425.00	RETURNED MAIL
2463	ROBERT C ETUX ELEANOR WORKMAN	MOREHEAD CITY	474.79	FAILED TO RECEIVE EXEMPTION
512457	KELLY G ETVIR MICHAEL D JORDAN	BEAUFORT	165.00	HAS CURBSIDE PICKUP
463471	DAVID ROSSI	NEWPORT	100.39	TAXPAYER DECEASED
463471	DAVID ROSSI	NEWPORT	100.39	TAXPAYER DECEASED
463471	DAVID ROSSI	NEWPORT	105.41	TAXPAYER DECEASED
463471	DAVID ROSSI	NEWPORT	107.52	TAXPAYER DECEASED
523240	BARRY WITHERSPOON		100.12	TAXPAYER DECEASED
		FINAL TOTALS		
		TOTAL	4,507.82	

* * * END OF REPORT * * *

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - c. Tax Refunds Under \$100

Remit To:	Address	City	St Zip Code	TransNo	Reference	Drawer Date	Drawer	Refund
BB&T OVERPAYMENT CK 2021139043	P.O. BOX 2387	GREENVILLE	SC 29602	2350915	2020 R 6365.16.94.20	20210507	7	19.50
BRYAN,BILL OVERPAYMENT DEBT SETOFF	8515 ROSEBUD LANE	EMERALD ISLE	NC 28594	2351325	2020 P 0014743	20210519	55	68.97
CAVANAUGH MATTHEW JASON DEBT SETOFF	123 BUDS LN	CEDAR POINT	NC 28584	0	2019 P0036407	20210504	55	71.25
EMORY, RONALD ETUX LISA OVERPAYMENT CHECK 5488	184 BEULAH LN	NEWPORT	NC 28570	2350681	2020 P 0534222	20210503	24	15.70
GASKILL, DAVID LAURRIE OVERPAYMENT STURGIS	169 STYRON CREEK RD	SEALEVEL	NC 28577	2351014	2020 P 0045445	20210510	75	3.82
JORDAN, MICHAEL D S/N ADJUSTMENT	106 DIXIE STREET	BEAUFORT	NC 28516	2351505	2020 R 7338.03.01.54	20210526	90	46.76
LERETA LLC ATTN: REFUNDS DEP OVERPAYMENT CK 0275902	PO BOX 35605	DALLAS	TX 75235	2351488	2020 R 6366.14.23.74	20210526	7	60.00
MARTIN, ALEXANDER ETUX ETAL P OVERPAYMENT DEBT SETOFF	P 5324 CYPRESS LN	RALEIGH	NC 276094110	2351332	2020 R 7470.03.44.68	20210519	55	7.68
REES, DANIELLE N OVERPAYMENT CK 1407	111 COUNTRY PLACE	WASHINGTON	NC 27889	2351403	2020 R 7335.15.53.00	20210521	7	69.58
RUSSELL, JOHN PAUL OVERPAYMENT CK 2436	PO BOX 247	BEAUFORT	NC 28516	2351365	2018 P 0026214	20210520	7	2.23
STAMPS, GEORGE JEFFERSON OVERPAYMENT CHECK 4595	331 ROBINWOOD DRIVE	HOT SPRINGS	AR 71901	2350804	2020 R 6386.15.52.49	20210504	24	11.00
WEST VANN DEBT SETOFF	306 DUPONT CIRCLE	GREENVILLE	NC 27858	0	2019 P0000289	20210504	55	77.52

FINAL TOTALS
TOTAL 454.01

* * * E N D O F R E P O R T * * *

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - d. Tax Refunds Over \$100

Remit To:	Address	City	St	Zip Code	Reference	Refund
BAILEY, SHERIE G OVERPAYMENT DEBT SETOFF	10129 BALDY HILL RD	MIDDLESEX	NC	27557	2020 P 0017282	184.68
CHILDRESS RONALD DEBT SETOFF	1220 PEANUT LANE	YADKINVILLE	NC	27055	2019 R638515539122000	398.30
CORELOGIC ATTN: REFUND DPT OVERPAYMENT CK 410758272	PO BOX 9202 COPPELL	TEXAS	TX	75019	2019 R 6346.01.37.4687000	494.28
PATTERSON, RICHARD C JR ETAL S/W ADJUSTMENT	236 RUDOLPH DRIVE	BEAUFORT	NC	28516	2020 R 7307.01.06.6776000	165.00
SALTER, JAMES G OVERPAYMENT DEBT SETOFF	735 CROW HILL RD	BEAUFORT	NC	28516	2016 P 0035075	579.91
SINGLETON ROBERT J JR OVERPAYMENT DEBT SETOFF	111 RICKY LN	NEWPORT	NC	28570	R 634603036406000	173.81
THE STANLEY CORPORATION LAND VALUE REDUCTION	1339 MIDDLETON CIRCLE	ASHEBORO	NC	27205	2020 R 5374.13.13.8584000	646.70
WALKER, BENJAMIN ETUX SUSAN S/W ADJUSTMENT	103 FAWN VIEW CT	NEWPORT	NC	28570	2020 R 6328.01.18.3681000	165.00
WORKMAN, ROBERT C ETUX ELEANO ELDERLY EXEMPTION	211 WESTCHESTER DRIVE	MOREHEAD CITY	NC	28557	2020 R 6346.08.97.6506000	474.79
FINAL TOTALS						
TOTAL						3,282.47

* * * E N D O F R E P O R T * * *

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - e. Tax Collector's Monthly Report

Tax Office Monthly Commissioners Report June 2021

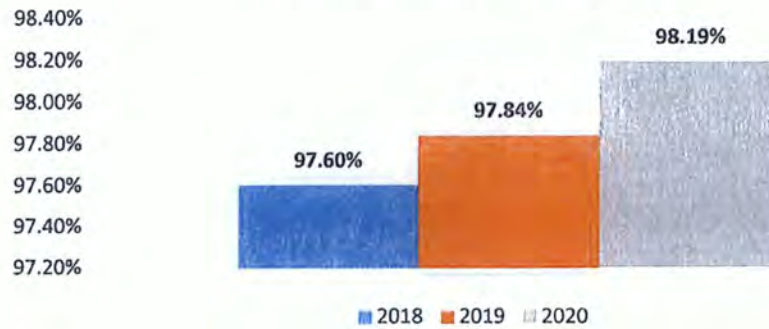
2020 Tax Levy Details:

Total Levy: \$76,460,529.50

Total Collected: \$73,739,583.65

Total Uncollected: \$2,102,659.09

May Collection Rate Comparison



10 Year Tax Levy Details (2011-2020):

Total Collected: \$574,814,578.48

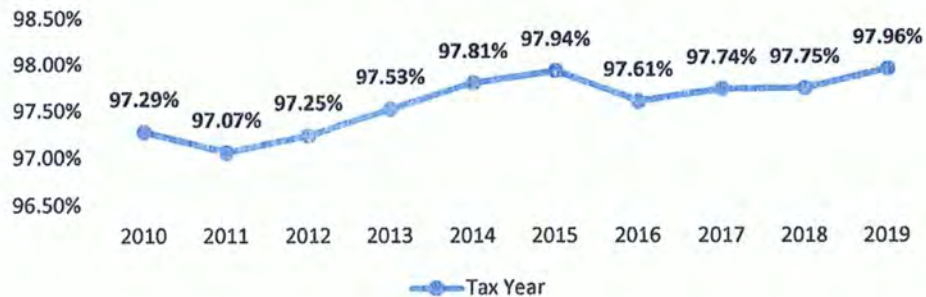
Total Uncollected: \$6,857,909.47

Refund Total: \$3,737.95

Release Total: \$6,659.67

2020 Collection Goal: 98.25%

Total Annual Tax Collection Rate 2010 - 2019



Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts										User Codes									Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6	7	8	9				
* * * * Totals for Tax year			2011																								
# of Properties Processed			80,109																								
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																			
Original Balances	53,976,037.59	50,927,273.23	2,320,555.00	225,239.96	.00	477,876.81	25,092.59																				
Total Adjustments	312,546.95-	86,186.31-	15,544.97-	224,660.27-	.00	.00	13,844.60																				
Total Collections	53,564,624.10	50,794,164.97	2,299,732.79	579.69	.00	432,176.46	37,970.19																				
Unpaid Balances	98,866.54	46,921.95	5,277.24	.00	.00	45,700.35	967.00																				
* * * * Totals for Tax year			2012																								
# of Properties Processed			81,413																								
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																			
Original Balances	52,841,060.11	49,762,778.40	2,359,242.00	218,866.12	.00	472,230.49	27,943.10																				
Total Adjustments	274,739.60-	29,934.41-	33,358.07-	217,258.56-	.00	.00	5,811.44																				
Total Collections	52,440,635.65	49,673,913.12	2,315,831.90	944.57	.00	417,584.72	32,361.34																				
Unpaid Balances	125,684.86	58,930.87	10,052.03	662.99	.00	54,645.77	1,393.20																				
* * * * Totals for Tax year			2013																								
# of Properties Processed			76,271																								
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																			
Original Balances	52,718,646.99	49,469,852.92	2,554,465.00	226,999.79	.00	443,479.20	23,850.08																				
Total Adjustments	75,199.95-	40,502.96-	34,165.56-	3,189.77-	.00	.00	2,658.34																				
Total Collections	52,253,073.61	49,345,842.16	2,505,256.66	1,464.92	.00	375,248.86	25,261.01																				
Unpaid Balances	390,373.43	83,507.80	15,042.78	222,345.10	.00	68,230.34	1,247.41																				
* * * * Totals for Tax year			2014																								
# of Properties Processed			68,316																								
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																			
Original Balances	56,623,835.63	53,322,869.23	2,585,290.00	234,870.44	.00	456,498.08	24,307.88																				
Total Adjustments	269,948.11-	7,795.28-	33,267.54-	232,015.25-	.00	.00	3,129.96																				
Total Collections	56,145,177.69	53,206,953.87	2,531,211.90	2,272.98	.00	379,081.54	25,657.40																				
Unpaid Balances	208,709.83	108,120.08	20,810.56	582.21	.00	77,416.54	1,780.44																				
* * * * Totals for Tax year			2015																								
# of Properties Processed			74,040																								
		Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																			
Original Balances	55,862,800.01	51,122,449.39	3,841,944.00	423,473.95	.00	430,235.56	44,697.11																				
Total Adjustments	870,618.50-	175,400.49-	271,473.97-	418,713.18-	.00	.00	5,030.86-																				

Typ Bill	Year	Property Number	Dist Code	Twn	Sch	Special Districts												User Codes			Deferred Flag	Defer Inelig	MV Batch
						1	2	3	4	5	6	7	8	9	1	2	3	4	5	6			

Total Collections	54,726,630.49	50,807,565.95	3,536,370.08	4,760.77												.00			341,762.03	36,171.66			
Unpaid Balances	265,551.02	139,482.95	34,099.95	.00												.00			88,473.53	3,494.59			
* * * * *																							
Totals for Tax year 2016																							
# of Properties Processed 78,526																							

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																
Original Balances	57,973,324.27	52,998,419.93	3,626,613.00	450,647.88	.00	447,997.73	73,645.73																
Total Adjustments	895,783.67-	348,653.03-	83,768.16-	445,116.43-	.00	.00	18,246.05-																
Total Collections	56,321,941.69	52,431,281.47	3,499,617.89	4,809.49	.00	337,576.30	48,656.54																
Unpaid Balances	379,598.91	218,485.43	43,226.95	721.96	.00	110,421.43	6,743.14																
* * * * *																							
Totals for Tax year 2017																							
# of Properties Processed 79,456																							

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																
Original Balances	58,973,216.31	54,088,967.10	3,924,321.00	466,172.13	.00	392,366.01	101,390.07																
Total Adjustments	491,226.44-	320,497.42-	129,870.05-	2,296.45-	.00	.00	38,562.52-																
Total Collections	57,573,365.36	53,487,341.04	3,734,070.47	12,950.92	.00	280,924.99	58,077.94																
Unpaid Balances	908,624.51	281,128.64	60,380.48	450,924.76	.00	111,441.02	4,749.61																
* * * * *																							
Totals for Tax year 2018																							
# of Properties Processed 78,635																							

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																
Original Balances	60,028,608.85	55,341,527.56	3,833,304.00	486,352.01	.00	351,225.28	16,200.00																
Total Adjustments	237,172.07-	193,323.92-	42,580.97-	1,065.81-	.00	.00	201.37-																
Total Collections	58,762,993.37	54,778,648.14	3,712,020.47	13,977.81	.00	246,241.28	12,105.67																
Unpaid Balances	1,028,443.41	369,555.50	78,702.56	471,308.39	.00	104,984.00	3,892.96																
* * * * *																							
Totals for Tax year 2019																							
# of Properties Processed 79,912																							

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																
Original Balances	61,076,249.95	56,481,324.44	3,827,703.00	485,872.13	.00	269,340.38	12,010.00																
Total Adjustments	440,299.21-	395,750.39-	44,264.96-	167.69-	.00	.00	116.17-																
Total Collections	59,286,552.87	55,443,361.05	3,664,740.78	12,230.43	.00	160,634.83	5,585.78																
Unpaid Balances	1,349,397.87	642,213.00	118,697.26	473,474.01	.00	108,705.55	6,308.05																
* * * * *																							
Totals for Tax year 2020																							
# of Properties Processed 81,471																							

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees																

Typ Bill Year Property Number Dist Twn Sch Special Districts User Codes Deferred Defer MV
Code 1 2 3 4 5 6 7 8 9 1 2 3 4 5 6 7 8 9 Flag Inelig Batch

* * * * Totals for FINAL TOTALS

of Properties Processed 778,149

	Total	TAX	Spec Asmt	Deferred	CB Deferred	Interest	Fees
Original Balances	586,158,309.21	543,429,787.39	34,718,214.00	3,716,792.79	.00	3,928,398.47	365,116.56
Total Adjustments	4,485,821.26-	1,881,350.96-	1,022,944.25-	1,544,483.41-	.00	.00	37,042.64-
Total Collections	574,814,578.48	538,294,821.16	33,084,126.65	67,421.45	.00	3,081,326.26	286,882.96
Unpaid Balances	6,857,909.47	3,253,615.27	611,143.10	2,104,887.93	.00	847,072.21	41,190.96

- IV. Consent Agenda
 - 2. Tax Releases/Refunds/Collector's Report
 - f. NCVTS Motor Vehicle Refund Report



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/28/2021 11:15:59 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
AUSTIN, CYNTHIA MILLER	AUSTIN, CYNTHIA MILLER		899 HWY 101		BEAUFORT, NC 28516	Adjustment < \$100	0060436488	CN10642	Refund Generated due to adjustment on Bill #0060436488-2020-2020-0000-00	Over Assessment	05/17/2021	9010	Tax	(\$12.61)	\$0.00	(\$12.61)
												42	Tax	(\$2.67)	\$0.00	(\$2.67)
												46	Tax	(\$2.29)	\$0.00	(\$2.29)
												75	Tax	(\$2.10)	\$0.00	(\$2.10)
																Refund
BIERMANN, PAUL VOSGES	BIERMANN, PAUL VOSGES		140 CLAUDIA CT		ATLANTIC, NC 28511	Proration	0014394325	8B8262	Refund Generated due to proration on Bill #0014394325-2020-2020-0000-00	Tag Surrender	05/13/2021	9010	Tax	(\$11.77)	\$0.00	(\$11.77)
												20	Tax	(\$2.85)	\$0.00	(\$2.85)
												47	Tax	(\$3.57)	\$0.00	(\$3.57)
																Refund
BIHARY, BONNIE SUSAN	BIHARY, BONNIE SUSAN	BIHARY, RAYMOND ALLEN	104 BAYVIEW CT		CAPE CARTERET, NC 28584	Adjustment < \$100	0060943529	JES5499	Refund Generated due to adjustment on Bill #0060943529-2020-2020-0000	Situation error	05/17/2021	9010	Tax	\$0.00	\$0.00	\$0.00
												1460	Tax	(\$16.71)	\$0.00	(\$16.71)
												1558	Tax	\$2.12	\$0.00	\$2.12
												37	Tax	\$2.54	\$0.00	\$2.54
												19	Tax	\$2.12	\$0.00	\$2.12
				Refund	\$9.93											
BRADLEY, JOHN MICHEAL	BRADLEY, JOHN MICHEAL		122 BUR OAKS BLVD		NEWPORT, NC 28570	Proration	0048077698	HAR4995	Refund Generated due to proration on Bill #0048077698-2020-2020-0000-00	Tag Surrender	05/07/2021	9010	Tax	(\$5.51)	\$0.00	(\$5.51)
												35	Tax	(\$1.67)	\$0.00	(\$1.67)
																Refund
BRYNSCO LLC	BRYNSCO LLC	POOLE, SCOTT JOHNSON	7320 SAGE CREEK TRL		WAKE FOREST, NC 27587	Proration	0054382813	TPJ9632	Refund Generated due to proration on Bill #0054382813-2020-2020-0000-00	Tag Surrender	05/11/2021	9010	Tax	(\$43.00)	\$0.00	(\$43.00)
												1352	Tax	(\$23.45)	\$0.00	(\$23.45)
																Refund
BURROUGHS, VICKI JOHNSON	BURROUGHS, VICKI JOHNSON		3725 SYMIR CIR	APT 17	MOREHEAD CITY, NC 28557	Proration	0030088293	JBK5174	Refund Generated due to proration on Bill #0030088293-2020-2020-0000-00	Tag Surrender	05/04/2021	9010	Tax	(\$5.70)	\$0.00	(\$5.70)
												1351	Tax	(\$6.56)	\$0.00	(\$6.56)
																Refund
CARROLL, SEAN PATRICK	CARROLL, SEAN PATRICK	CARROLL, MELISSA SUE	306 MURDOCH RD		NEWPORT, NC 28570	Adjustment < \$100	0057302519	CM61427	Refund Generated due to adjustment on Bill #0057302519-2020-2020-0000-00	Military	05/07/2021	9010	Tax	(\$15.89)	(\$0.80)	(\$16.69)
												31	Tax	(\$1.92)	(\$0.09)	(\$2.01)
												48	Tax	(\$1.92)	(\$0.09)	(\$2.01)
																Refund
CLINTON, TRACY MARIA	CLINTON, TRACY MARIA		100 TURNERS CREEK WAY		BEAUFORT, NC 28516	Proration	0059777400	RBW4876	Refund Generated due to proration on Bill #0059777400-2020-2020-0000-00	Tag Surrender	05/24/2021	9010	Tax	(\$9.60)	\$0.00	(\$9.60)
												1159	Tax	(\$13.37)	\$0.00	(\$13.37)
												46	Tax	(\$1.74)	\$0.00	(\$1.74)
																Refund
DUNCAN, TRACY DAWN	DUNCAN, TRACY DAWN		1427 OLD WINBERRY RD		NEWPORT, NC 28570	Proration	0045565366	FKT9353	Refund Generated due to proration on Bill #0045565366-2020-2020-0000-00	Tag Surrender	05/24/2021	9010	Tax	(\$12.70)	\$0.00	(\$12.70)
												28	Tax	(\$2.12)	\$0.00	(\$2.12)
												39	Tax	(\$3.08)	\$0.00	(\$3.08)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/28/2021 11:15:59 AM

											78	Tax	(\$2.12)	\$0.00	(\$2.12)
											Refund \$20.02				
EVANS, DAVID SUTTON	EVANS, DAVID SUTTON	EVANS, ROBIN BONNER	7018 HWY 81 N	PIEDMONT, SC 29673	Proration	0046704116	4924C	Refund Generated due to proration on Bill #0046704116-2020-2020-0000-00	Tag Surrender	05/21/2021	9010	Tax	(\$76.74)	\$0.00	(\$76.74)
											1351	Tax	(\$88.38)	\$0.00	(\$88.38)
											Refund \$165.12				
GILLIKIN, KENNETH ADAM	GILLIKIN, KENNETH ADAM		290 GILLIKIN RD	BEAUFORT, NC 28516	Proration	0057996166	HLT6694	Refund Generated due to proration on Bill #0057996166-2020-2020-0000-00	Tag Surrender	05/24/2021	9010	Tax	(\$28.03)	\$0.00	(\$28.03)
											27	Tax	(\$6.79)	\$0.00	(\$6.79)
											17	Tax	(\$5.94)	\$0.00	(\$5.94)
											Refund \$40.76				
GONZALEZ, CONNIE LITTLETON	GONZALEZ, CONNIE LITTLETON		2065 HIGHWAY 24	NEWPORT, NC 28570	Proration	0059660177	RBW4820	Refund Generated due to proration on Bill #0059660177-2020-2020-0000-00	Vehicle Sold	05/26/2021	9010	Tax	(\$8.14)	\$0.00	(\$8.14)
											31	Tax	(\$0.98)	\$0.00	(\$0.98)
											48	Tax	(\$0.98)	\$0.00	(\$0.98)
											Refund \$10.10				
HENDERSON, JOHN ALEXANDER	HENDERSON, JOHN ALEXANDER	HENDERSON, ANN PADERICK	212 BAYSIDE DR	CAPE CARTERET, NC 28584	Proration	0025050210	RBW4679	Refund Generated due to proration on Bill #0025050210-2020-2020-0000-00	Tag Surrender	05/07/2021	9010	Tax	(\$34.92)	\$0.00	(\$34.92)
											1557	Tax	(\$22.49)	\$0.00	(\$22.49)
											1557	Vehicle Tax	\$0.00	\$0.00	\$0.00
											37	Tax	(\$6.35)	\$0.00	(\$6.35)
											19	Tax	(\$5.29)	\$0.00	(\$5.29)
											Refund \$69.05				
HOLLOWELL, RUSSELL EUGENE	HOLLOWELL, RUSSELL EUGENE		114 E FORT MACON RD	ATLANTIC BEACH, NC 28512	Proration	0014405678	ABK4094	Refund Generated due to proration on Bill #0014405678-2020-2020-0000-00	Tag Surrender	05/12/2021	9010	Tax	(\$21.50)	\$0.00	(\$21.50)
											1352	Tax	(\$11.73)	\$0.00	(\$11.73)
											Refund \$33.23				
HUNT, GARY FRANCIS II	HUNT, GARY FRANCIS II		187 ANDREW CIR	PELETIER, NC 28584	Adjustment < \$100	0060755576	4660DU	Refund Generated due to adjustment on Bill #0060755576-2020-2020-0000	Over Assessment	05/03/2021	9010	Tax	(\$19.58)	\$0.00	(\$19.58)
											1460	Tax	(\$66.52)	\$0.00	(\$66.52)
											1523	Tax	\$6.00	\$0.00	\$6.00
											37	Tax	\$6.54	\$0.00	\$6.54
											19	Tax	\$5.45	\$0.00	\$5.45
											Refund \$68.11				
KELLY, THOMAS RAY	KELLY, THOMAS RAY		107 DOLPHIN ST	CAPE CARTERET, NC 28584	Adjustment < \$100	0044799249	FJH3224	Refund Generated due to adjustment on Bill #0044799249-2020-2020-0000-00	Military	05/21/2021	9010	Tax	(\$37.65)	\$0.00	(\$37.65)
											1557	Tax	(\$24.25)	\$0.00	(\$24.25)
											1557	Vehicle Tax	(\$5.00)	\$0.00	(\$5.00)
											37	Tax	(\$6.85)	\$0.00	(\$6.85)
											19	Tax	(\$5.71)	\$0.00	(\$5.71)
											Refund \$79.46				
KENNEDY, DAVID RAY	KENNEDY, DAVID RAY		706 KENSINGTON DR	GREENVILLE, NC 27858	Proration	0014403135	SWW3292	Refund Generated due to proration on Bill #0014403135-2020-	Tag Surrender	05/06/2021	9010	Tax	(\$10.65)	\$0.00	(\$10.65)
											31	Tax	(\$1.29)	\$0.00	(\$1.29)



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/28/2021 11:15:59 AM

										2020-0000-00					
										48	Tax	(\$1.29)	\$0.00	(\$1.29)	
										Refund \$13.23					
LEAHY, JOSEPH BARTHOLOME W	LEAHY, JOSEPH BARTHOLOME W		2234 EGYPT MOUNTAIN RD	KITIRELL, NC 27544	Proration	0019326960	BM8587	Refund Generated due to proration on Bill #0019326960-2020-2020-0000-00	Vehicle Sold	05/26/2021	9010	Tax	(\$10.39)	\$0.00	(\$10.39)
										1353	Tax	(\$6.51)	\$0.00	(\$6.51)	
										94	Tax	(\$0.47)	\$0.00	(\$0.47)	
										Refund \$17.37					
LORD, CHARLES WILLIAM	LORD, CHARLES WILLIAM		345 COUNTRY CLUB LN	NEWPORT, NC 28570	Proration	0018787603	NZA1306	Refund Generated due to proration on Bill #0018787603-2019-2019-0000-00	Tag Surrender	05/19/2021	9010	Tax	(\$1.63)	\$0.00	(\$1.63)
										29	Tax	(\$0.39)	\$0.00	(\$0.39)	
										39	Tax	(\$0.42)	\$0.00	(\$0.42)	
										Refund \$2.44					
LOY, RONALD PEARMAN	LOY, RONALD PEARMAN		1631 NEW BERN ST	NEWPORT, NC 28570	Proration	0009654755	RPP5315	Refund Generated due to proration on Bill #0009654755-2020-2020-0000-00	Tag Surrender	05/26/2021	9010	Tax	(\$4.16)	\$0.00	(\$4.16)
										1460	Tax	(\$4.98)	\$0.00	(\$4.98)	
										Refund \$9.14					
LUPOLD, BONNIE HUDSON	LUPOLD, BONNIE HUDSON		687 LITTLE DEEP CREEK RD	NEWPORT, NC 28570	Proration	0026178450	JES6023	Refund Generated due to proration on Bill #0026178450-2020-2020-0000-00	Tag Surrender	05/10/2021	9010	Tax	(\$29.58)	\$0.00	(\$29.58)
										35	Tax	(\$8.96)	\$0.00	(\$8.96)	
										Refund \$38.54					
MCNIFF, GEORGE RAYMOND JR	MCNIFF, GEORGE RAYMOND JR		343 JONAQUIN CREEK RD	BEAUFORT, NC 28516	Proration	0034075815	CJ36806	Refund Generated due to proration on Bill #0034075815-2020-2020-0000-00	Tag Surrender	05/24/2021	9010	Tax	(\$0.56)	(\$0.03)	(\$0.59)
										49	Tax	(\$0.08)	\$0.00	(\$0.08)	
										23	Tax	(\$0.21)	(\$0.01)	(\$0.22)	
										Refund \$0.89					
MELKE, RICHARD ALAN	MELKE, RICHARD ALAN		209 LYNN CT	BEAUFORT, NC 28516	Proration	0050582392	FJH3680	Refund Generated due to proration on Bill #0050582392-2020-2020-0000-00	Tag Surrender	05/14/2021	9010	Tax	(\$3.85)	\$0.00	(\$3.85)
										42	Tax	(\$0.82)	\$0.00	(\$0.82)	
										46	Tax	(\$0.70)	\$0.00	(\$0.70)	
										75	Tax	(\$0.64)	\$0.00	(\$0.64)	
										Refund \$6.01					
MINGES, KAY BRANTON	MINGES, KAY BRANTON		PO BOX 2803	GREENVILLE, NC 27836	Adjustment >= \$100	0061037905	JCY5294	Refund Generated due to adjustment on Bill #0061037905-2020-2020-0000	Situs error	05/25/2021	9010	Tax	\$0.00	\$0.00	\$0.00
										1353	Tax	\$170.23	\$0.00	\$170.23	
										1460	Tax	(\$324.83)	\$0.00	(\$324.83)	
										94	Tax	\$12.34	\$0.00	\$12.34	
										Refund \$142.26					
MOYE, TAMMY SHEREE	MOYE, TAMMY SHEREE	MOYE, JOYCE MOORE	210 DIAMOND CV	NEWPORT, NC 28570	Proration	0014410017	THL9065	Refund Generated due to proration on Bill #0014410017-2020-2020-0000-00	Tag Surrender	05/12/2021	9010	Tax	(\$9.62)	\$0.00	(\$9.62)
										1460	Tax	(\$11.51)	\$0.00	(\$11.51)	
										Refund \$21.13					
ONE HARBOR CHURCH INC	ONE HARBOR CHURCH INC		PO BOX 1977	MOREHEAD CITY, NC 28557	Adjustment < \$100	0060809599	CN10736	Refund Generated due to adjustment on Bill #0060809599-2020-2020-0000-00	Exempt Property	05/06/2021	9010	Tax	(\$17.48)	\$0.00	(\$17.48)
										1460	Tax	(\$20.92)	\$0.00	(\$20.92)	
										Refund \$38.40					



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 5/28/2021 11:15:59 AM

Owner 1	Owner 2	Address	City	Adjustment	Bill #	Plate #	Reason	Exempt	Date	Year	Type	Amount	Refund	Total
ONE HARBOR CHURCH INC	ONE HARBOR CHURCH INC	PO BOX 1977	MOREHEAD CITY, NC 28557	Adjustment < \$100	0060809727	CN10737	Refund Generated due to adjustment on Bill #0060809727-2020-2020-0000-00	Exempt Property	05/06/2021	9010	Tax	(\$50.09)	\$0.00	(\$50.09)
										1460	Tax	(\$59.96)	\$0.00	(\$59.96)
													Refund	\$110.05
POTGIETER, LEON	POTGIETER, LEON	107 BELLE AIR ST	BEAUFORT, NC 28516	Proration	0039744608	HV9177	Refund Generated due to proration on Bill #0039744608-2020-2020-0000-00	Tag Surrender	05/18/2021	9010	Tax	(\$46.49)	\$0.00	(\$46.49)
										1159	Tax	(\$64.80)	\$0.00	(\$64.80)
										46	Tax	(\$8.45)	\$0.00	(\$8.45)
													Refund	\$119.74
PRITCHARD, EDWARD LEE III	PRITCHARD, EDWARD LEE III	100 CARDINAL DR	ATLANTIC BEACH, NC 28512	Proration	0053187664	HXC7663	Refund Generated due to proration on Bill #0053187664-2019-2019-0000-00	Tag Surrender	05/03/2021	9010	Tax	(\$17.83)	\$0.00	(\$17.83)
										1352	Tax	(\$10.35)	\$0.00	(\$10.35)
													Refund	\$28.18
RICE, ELIZABETH VICTORIA	RICE, ELIZABETH VICTORIA	921 SEBRING DR APT208	ROCK HILL, SC 29730	Proration	0052482214	RAR4091	Refund Generated due to proration on Bill #0052482214-2019-2019-0000-00	Tag Surrender	05/06/2021	9010	Tax	(\$33.27)	\$0.00	(\$33.27)
										1460	Tax	(\$38.31)	\$0.00	(\$38.31)
													Refund	\$71.58
SPINA, MICHAEL FRANCIS	SPINA, MICHAEL FRANCIS	1708 CALICO DR	MOREHEAD CITY, NC 28557	Adjustment >= \$100	0051263828	FKY7015	Refund Generated due to adjustment on Bill #0051263828-2020-2020-0000-00	Military	05/03/2021	9010	Tax	(\$53.99)	\$0.00	(\$53.99)
										1351	Tax	(\$62.17)	\$0.00	(\$62.17)
													Refund	\$116.16
STEVENSON, CARL REEVES	STEVENSON, CARL REEVES	P.O BOX 223	SALTER PATH, NC 28575	Adjustment < \$100	0060731429	JES5200	Refund Generated due to adjustment on Bill #0060731429-2020-2020-0000	Situs error	05/07/2021	9010	Tax	\$0.00	\$0.00	\$0.00
										1354	Tax	\$151.91	\$0.00	\$151.91
										1460	Tax	(\$210.54)	\$0.00	(\$210.54)
										98	Tax	\$15.99	\$0.00	\$15.99
													Refund	\$42.64
STEVES, JENNIFER HOLLOWELL	STEVES, JENNIFER HOLLOWELL	114 E FORT MACON RD	ATLANTIC BEACH, NC 28512	Proration	0029062820	XPF7964	Refund Generated due to proration on Bill #0029062820-2020-2020-0000-00	Tag Surrender	05/17/2021	9010	Tax	(\$11.33)	\$0.00	(\$11.33)
										1352	Tax	(\$6.18)	\$0.00	(\$6.18)
													Refund	\$17.51
WILKINS, SARAH CULLER	WILKINS, SARAH CULLER	40 STORMY BLUFF CT	YOUNGSVILLE, NC 27596	Proration	0046680949	FKC2196	Refund Generated due to proration on Bill #0046680949-2019-2019-0000-00	Tag Surrender	05/20/2021	9010	Tax	(\$426.88)	(\$21.35)	(\$448.23)
										1352	Tax	(\$247.86)	(\$12.39)	(\$260.25)
													Refund	\$708.48
WILLIS, JANET	WILLIS, JANET	342 WILLIS FARM RD	NEWPORT, NC 28570	Proration	0052836850	TCM7940	Refund Generated due to proration on Bill #0052836850-2020-2020-0000-00	Vehicle Totalled	05/06/2021	9010	Tax	(\$66.59)	\$0.00	(\$66.59)
										35	Tax	(\$20.18)	\$0.00	(\$20.18)
													Refund	\$86.77
													Refund Total	\$2255.47

IV. Consent Agenda

3. Approval of Contracts for In-Home Aide Services:

- a. LHCG L, LLC, d/b/a Access Community-Based Services LLC

CARTERET COUNTY DEPARTMENT OF HUMAN SERVICES

Cindy P. Holman
Consolidated Human Services Director
cindy.holman@carteretcountync.gov



Jessica G. Adams
DSS Director
Consolidated Human Services Deputy Director
jessica.adams@carteretcountync.gov

Nina M. Oliver, MS
Health Director
Consolidated Human Services Deputy Director
nina.oliver@carteretcountync.gov

MEMORANDUM

DATE: May 20, 2021

TO: Mr. Ed Wheatly, Chairman

FROM: Cindy P. Holman, Consolidated Human Services Director

RE: Contracts for In-Home Aide Services

A handwritten signature in black ink, appearing to be "Cindy P. Holman", written over the "FROM" line.

Due to the ongoing in-home aide shortage, Carteret County Department of Social Services offered a proposal of \$16.00 per hour to multiple in-home aide agencies to increase our staffing resources for the In-Home Aide Level II program. This program provides in-home aide services to Carteret County residents who need assistance with activities of daily living in order to remain safely in their own homes. The following agencies accepted the proposal and the contracts are attached: LHCG L, LLC d/b/a Access Community-Based Services, Beachside Home Services LLC, Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives, and Trinity Adult and Senior Services, LLC.

This program is funded through Home Care and Community Block Grant Funds (HCCBG) and State-in-Home funds. There is a slight increase in the HCCBG funding from the previous fiscal year. The total amount paid to each provider per these contracts shall not exceed available funding. The county share is \$14,800.00 and is included in our budget for the fiscal year 2021-2022.

Carteret County DSS respectfully requests that the contracts be approved by the Commissioners for this program so that it can be signed and implemented effective July 1, 2021.



Department of Social Services — 210 Craven Street • PO Box 779 • Beaufort, NC 28516
Tel (252) 728-3181 / Main Fax (252) 648-7462 / Legal Unit Fax (252) 648-7463

Public Health Department — 3820-A Bridges Street • Morehead City, NC 28557
Tel (252) 728-8550 / Fax (252) 222-7739



Contract # LHCG L 07 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Carteret County Department of Social Services (the "County") and LHCG L, LLC d/b/a Access Community - Based Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 32-2503790 and DUNS Number (required if funding from a federal funding source) Jacksonville, NC location: 080000879, Morehead City, NC location: 079974202.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I.1 and I.2)
- (10) Certification of Transportation (Attachment J)
- (11) State Certification (Attachment M)
- (12) Certification of Eligibility Under the Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in 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.

3. Effective Period: This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed available funding.

6. Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Cindy Holman, Consolidated Human Services Director	Name & Title	Cindy Holman Consolidated Human Services Director
County	Carteret	County	Carteret
Mailing Address	P O Box 779	Street Address	210 Craven Street
City, State, Zip	Beaufort, NC 28516	City, State, Zip	Beaufort, NC 28516
Telephone	252.728.3181		
Fax	252.648.7462		
Email	cindy.holman@carteretcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Joshua L. Proffitt President/CFO	Name & Title	
Company Name	LHCG L, LLC d/b/a Access Community-Based Services	Company Name	
Mailing Address	901 Hugh Wallis Road South	Street Address	
City State Zip	Lafayette, LA 70508	City State Zip	
Telephone	337.233.1307		
Fax	337.347.6117		
Email	managedcare@lhcggroup.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor 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 Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:


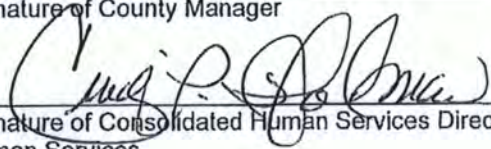
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

 _____ Signature and Title of Contractor	Joshua L. Proffitt, President/CFO Printed Name	4/26/21 Date
_____ Signature of Chairman Board of Commissioners	Ed Wheatly Printed Name	_____ Date
_____ Signature of County Attorney	Claud R. Wheatly, III Printed Name	_____ Date
_____ Signature of County Manager	Tommy Burns Printed Name	_____ Date
 _____ Signature of Consolidated Human Services Director Human Services	Cindy P. Holman Printed Name	5/05/2021 Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ Signature of Assistant County Manager/Finance Director	Dee Meshaw Printed Name	_____ Date
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**Attachment A
General Terms and Conditions**

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

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

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

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

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation -** The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability

insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date

thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 Contractor, 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 the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity,

construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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.

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

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work **Federal Tax I. D. 32-2503790**
Contract # LHCG L 07

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: LHCG L, LLC d/b/a Access Community-Based Services
2. *If different* from Contract Administrator Information in General Contract:
Amy Cormier, Manager of Payor Strategy & Contracting
Amy.cormier@lhcggroup.com
Telephone Number: 337-210-9048
Telephone Number: 337-303-5080 Fax Number: 337-347-6117

Local Addresses:

Kelly Furna, Executive Director 147 NC Highway 24, Suite 202 Morehead City, NC 28557 Telephone Number: 252-247-6911 Fax Number: 252-247-1034	Traci Holloman 1899 North Maine Boulevard, Suite 300 Jacksonville, NC 28546 Telephone Number: 910-346-2311 Fax Number: 910-346-1976
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3. Name of Program (s): Level II In-Home Aide Services
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year: January 2021 – December 2021

B. Explanation of Services to be provided and to whom (include SIS Service Code):
SIS Code 042

In-Home Aide services means the provision of care for persons or assistance to persons by performing personal care tasks and home management that are essential to activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. It is the full responsibility of LHCG L, LLC d/b/a Access Community-Based Services to hire qualified in-home aides to deliver the contracted services. Persons who are hired must be:

- Non-relatives who are age 18 and over and who are qualified to perform the tasks needed by the client or a relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment in order to perform the services and who are qualified to perform the tasks needed by the client.
- Aides will be working with clients whose services are paid for with Home and Community Care Block Grant (HCCBG) or State In-Home funds and therefore must have demonstrated competence for the tasks they have been assigned to perform. The files maintained by the employing agency should have written documentation of each aide's competency to perform assigned tasks.

Assignment of in-home aides is the responsibility of LHCG L, LLC d/b/a Access Community-Based Services. Carteret County Department of Social Services in coordination with LHCG L, LLC d/b/a Access Community-Based Services has responsibility for assessment of client's needs. Carteret County Department of Social Services has responsibility for determination of eligibility for In-Home Aide Level II services. LHCG L, LLC d/b/a Access Community-Based Services will contact new referrals for In-Home Aide Level II services within 2- 3 business days of the receipt of the referral. LHCG L, LLC d/b/a Access Community-Based Services will also make the

respective case manager aware of any issues relative to staffing both new and ongoing referrals. As with ongoing clients, new referrals will be staffed within a reasonable period of time not to exceed seven (7) calendar days from the date the referral is received. The minimum shift staffing for a client is two hours. Carteret County Department of Social Services must receive new, annual and quarterly assessments and service plans within 7 calendar days of the date of the assessment visit.

The need for continuing the In-Home Aide service will be evaluated on a quarterly basis by LHCG L, LLC d/b/a Access Community-Based Services and Carteret County Department of Social Services. If the client is dissatisfied with the in-home aide or the in-home aide chooses to terminate the assignment, it is the responsibility of LHCG L, LLC d/b/a Access Community-Based Services to replace the in-home aide within a reasonable time period, defined as no more than 7 calendar days. If the client repeatedly requests a new in-home aide, Carteret County Department of Social Services in collaboration with LHCG L, LLC d/b/a Access Community-Based Services will evaluate the client's situation and Carteret County Department of Social Services will determine client's eligibility for continued services. LHCG L, LLC d/b/a Access Community-Based Services will provide a replacement aide in the event the regular aide(s) is unable to complete the assignment. Personal care tasks are an integral component of the Level II In-Home Aide Program. If the client refuses assistance with personal care tasks or personal care is not provided for any reason in accordance with In-Home Aide Service Plan and Personal Care Service Plan, it is the responsibility of LHCG L, LLC d/b/a Access Community-Based Services to notify Carteret County Department of Social Services immediately. This deviation should also be noted on the Service Referral Adjustment referral form to be included with each week's billing. If the client repeatedly refuses assistance with personal care, Carteret County Department of Social Services will evaluate the client's eligibility for continued services. If assistance with personal care is repeatedly not provided for any other reason without proper notification to Carteret County Department of Social Services, Carteret County Department of Social Services reserves the right to deny payment for units charged for assistance with home management tasks only.

Supervision and evaluation of the in-home aide is the responsibility of LHCG L, LLC d/b/a Access Community-Based Services and must be conducted every 90 days to comply with requirements for the In-Home Level II Services. LHCG L, LLC d/b/a Access Community-Based Services is required to ensure that the in-home aides have received sufficient **training** in the level of tasks to be performed before they are allowed to work independently. **Competency** testing of each in-home aide must be completed and **documented** in the employee's record that reflects the tasks that the in-home aide is qualified to perform. Individual **employee records** must be maintained and include documentation of training, supervisory visits, and performance evaluations. LHCG L, LLC d/b/a Access Community-Based Services will **provide documentation** of aide supervision and competency validation to Carteret County Department of Social Services at least annually (preferably quarterly) as part of routine contract monitoring. LHCG L, LLC d/b/a Access Community-Based Services will establish and maintain a **client record** to include, assessment of client's needs, In-Home Aide service plan, signed copy of Client's Rights and Responsibilities.

Carteret County Department of Social Services will provide on-going social work case management including client assessments and evaluation for continuing eligibility. Face to face visits with the client will be made at a minimum on a quarterly basis by a Carteret County Department of Social Services Social Worker.

D. Number of units to be provided :

Units will not exceed the proportional number of units based upon available funding. This number is subject to revisions based on State and Federal funding and/or unmet needs of IHA Level II clients as determined by Carteret County Department of Social Services.

E. Details of Billing process and Time Frames;

LHCG L, LLC d/b/a Access Community-Based Services will submit a bill weekly for each client along with documentation of units of service, which will include **client invoice, aide task and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** All of the billing for a service month should be submitted no later than the fifth (5th) of the month following the month that services were rendered. Failure to submit complete billing and documentation by the fifth (5th) of the following month will result in delay of reimbursement. The fiscal year for Carteret County ends June 30th, therefore all completed documentation for billing must be submitted by July 6th. The In-Home Aide Level II social worker at Carteret County Department of Social Services will review each billing and submit it to the supervisor for approval, who will submit the billing to the Accounting Clerk for payment.

F. Area to be served/Delivery site(s):

Carteret County


Cindy P. Holman
Consolidated Human Services Director

5/05/2021
(Date Submitted)


(Signature of Contractor)

4/26/21
(Date Submitted)

LHCG L, LLC d/b/a Access Community-Based Services and Carteret County Department of Social Services representatives will confer monthly, or as needed, regarding services, delivery, or problems if applicable. Carteret County Department of Social Services will provide each client or their representative with the name and phone number of their assigned In-Home Aide services social worker and supervisor to have available in case they have any questions or problems relative to the program. Carteret County Department of Social Services and LHCG L, LLC d/b/a Access Community-Based Services must be aware of and agree to abide by applicable confidentiality guidelines and civil rights compliance.

LHCG L, LLC d/b/a Access Community-Based Services is responsible for payment of hours worked by the in-home aide. It is the responsibility of LHCG L, LLC d/b/a Access Community-Based Services to bill Carteret County Department of Social Services for authorized services, using appropriate billing forms and agreed upon processes that include copies of client invoices, aide tasks and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan. Time sheets should reflect actual times of service. The invoices submitted should match the time, in units, as indicated on the aide time sheets. The units will be rounded to the nearest quarter. These billing forms shall be submitted based on the Carteret County Department of Social Services time frame for billing. Aides will be reimbursed for units submitted for the provision of personal care and homecare tasks only. The aides will not be reimbursed for travel time to and from the client's home or for time spent waiting for the client. Carteret County Department of Social Services will reimburse LHCG L, LLC d/b/a Access Community-Based Services for services delivered as authorized.

In-Home Aide services are subject to the North Carolina Wage and Hour Act.

Carteret County Department of Social Services will monitor LHCG L, LLC d/b/a Access Community-Based Services contract to assure the conditions of the contract are met on a quarterly basis or as needed, or annually at a minimum. At least once per year or upon request of Carteret County Department of Social Services, LHCG L, LLC d/b/a Access Community-Based Services will make available to Carteret County Department of Social Services the following documents:

IHA Supervisory Logs, Competency Documentation, Training Logs, Time Logs and current Copy of License issued from State of North Carolina

Failure to comply with stated timeframes for initial contact of referral, to provide timely staffing, or continual non-compliance with monitoring can result in the referral being re-evaluated and potentially sent to another provider.

This contract may be terminated by either party upon receipt of thirty (30) days' notice. Additionally, this contract may be terminated because of lack of funds or in the event funds to finance this or part of this contract become unavailable.

C. Rate per unit of Service (define the unit): 1 unit = 1 hour

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate. \$16.00 per unit

Contract-Scope of Work (7-2008)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Carteret County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

147 NC Highway 24, Suite 202
Morehead City, NC 28557


1899 North Maine Boulevard, Suite 300
Jacksonville, NC 28546

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment 45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.


Signature Joshua L. Proffitt
LHCG L, LLC
Agency/Organization

President/CFO
Title
4/26/21
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

LHCG L LLC dba Access Community-Based Services
Name of Organization

[Signature]
Signature of Organization Official

4/26/21
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of Louisiana
Parish/County of Lafayette

I, Jennifer Gaines, Notary Public for said Parish and State, certify that Joshua L. Proffitt personally appeared before me this day and acknowledged that he/she is President/CFO of LHCG L LLC dba Access Community-Based Services (enter name of entity) and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 26th day of April, 2021.

Sworn to and subscribed before me this 26th day of April, 2021

Jennifer L. Gaines
(Official Seal)

JENNIFER G. GAINES
NOTARY PUBLIC # 11789
LAFAYETTE PARISH A STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

My Commission expires at death, 20



LHCG L, LLC d/b/a Access-Community Based Services

April 1, 2020

To: County Department of Social Services/Human Services

Certification:

I certify that the LHCG L, LLC d/b/a Access Community-Based Services does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S 143C-10-1b.

Sworn Statement:

Joshua L. Proffitt being duly sworn, says that I am the President, LHCG L, LLC d/b/a Access Community-Based Services of Morehead City, Jacksonville, and Forest City in the State of North Carolina; and that the foregoing certifications are true, accurate and complete to the best of my knowledge and was made and subscribed by me. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

By: LHC Group, Inc. its Manager

by: Joshua L. Proffitt, President

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

JENNIFER G. GAINES
NOTARY PUBLIC # 137689
LAFAYETTE PARISH • STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

My Commission Expires: at death

1 G.S. 105-243.1 defines: Overdue tax debt. -Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

901 Hugh Wallis Road South • Lafayette, Louisiana 70508

Toll free: 1.866.LHC.Group • Phone: 337.233.1307

LHCGroup.com

It's all about helping people.

Attachment G

Carteret County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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.
- (4) 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 Section 1352, Title 31, U.S. Code. 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.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are exceptions from the coverage of Paragraph A: Paragraph B.


- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

 _____ Signature	President+ CFO _____ Title
LHCG LLC _____ Agency/Organization	4/26/21 _____ Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Carteret County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the
- (Federal Certification-Debarment) (06/2015)Page 1 of 2

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 _____ Signature	President/CFO _____ Title
LHCG L, LLC dba Access Community-Based Services _____ Agency/Organization	4/26/21 _____ Date

(Certification signature should be same as Contract signature.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: LHCG L,LLC/Access Community-Based Serv. Contract Number: LHCG L 07 Date: 3/26/21

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be Yes rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Yes be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input checked="" type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Carteret County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2021, by and between Carteret County Department of Social Services (“Covered Entity”) and LHCG L, LLC d/b/a/Access Community – Based Services (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract # LHCG L 07 (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Carteret County as the Carteret County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Carteret County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Carteret County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

CONTRACTOR SIGNATURE: _____



Date: 4/26/21

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Carteret County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Carteret County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.


Signature

President/CFO
Title

LHCG LLC
Agency/Organization

4/26/21
Date

(Certification signature should be same as Contract signature.)

State Certifications Contractor Certifications Required by North Carolina Law

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

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

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: LHCG L, LLC d/b/a Access Community – Based Services

Contractor's Authorized Agent: Signature [Signature] Date 4/26/21
 Printed Name Joshua E. Proffitt Title President/CFO

Witness: Signature [Signature] Date 4/26/21
 Printed Name Jessica Breaux Title Payroll Relations Associate

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor:

By:  _____
Signature Date
Joshua L. Proffitt President/CFO
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

CONTRACT PROVIDER NAME: LHCG L, LLC d/b/a Access Community-Based Services

CONTRACT NUMBER: LHCG L 07

CONTRACT PERIOD: 07/01/2021 - 06/30/2022

PROVIDER'S FISCAL YEAR: 7/1/2021 - 06/30/2022

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance	Purchase of Service
	YES	NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?	5	
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	10	60

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Lina C. Harris
Signature of Authorized Programmatic Individual

5/4/21
DATE

[Signature]
Signature of Authorized Administrative Individual

5/05/2021
DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2021

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).


PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	CONTACT NAME: Glenn LeBlanc PHONE (A/C, No., Ext): 337-769-0860 E-MAIL ADDRESS: Glenn.LeBlanc@lhcgrou.com	FAX (A/C, No): 337-429-2234
	INSURER(S) AFFORDING COVERAGE	
INSURED LHC Group, Inc. 901 Hugh Wallis Rd-S Lafayette LA 70508	INSURER A : Illinois Union Insurance Company 27960	
	INSURER B : ACE American Insurance Company 22667	
	INSURER C : Indemnity Insurance Company of N A 43575	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 52334768 **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 INSD	SUBR YVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HPLG27171928007	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			ISAH25305917	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WLRC67459362	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> MEDICAL PROFESSIONAL LIABILITY (CLAIMS MADE)			HPLG27171928007	10/1/2020	10/1/2021	EACH INCIDENT AGGREGATE 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime
 Hanover Insurance Company
 BDO1046372
 6/1/2019 to 6/1/2022
 Limit \$5,000,000 / \$50,000 Deductible
 North Carolina Locations:
 LHCG L, LLC d/b/a Access Community-Based Services (Morehead City, NC)
 LHCG L, LLC d/b/a Access Community-Based Services (Jacksonville, NC)
 See Attached...

CERTIFICATE HOLDER Carteret County Department of Social Services P.O. Box 779 Beaufort NC 28516-0779	CANCELLATION 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED LHC Group, Inc. 901 Hugh Wallis Rd-S Lafayette LA 70508	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LHCG L, LLC d/b/a Access Community-Based Services (Garner, NC)
 North Carolina In-Home Partner-I, LLC d/b/a Harris Home Health (Sylva, NC)
 North Carolina In-Home Partner-V, LLC d/b/a Carolina Home Care (Forest City, NC)

Virginia Location:
 Virginia In-Home Partner-XI, LLC d/b/a Commonwealth Home and Community-Based Services (Danville, VA)

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 1, 2021, this license is issued to

LHCG L, LLC

to operate a home care facility known as

Access Community - Based Services

located at 147 NC Highway 24, Suite 202

Morehead City, NC 28557

County: Carteret

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2021*

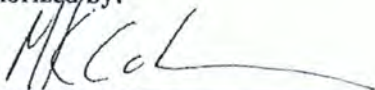
Facility ID: 944084

License Number: HC0238

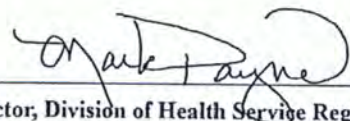
Home Care Services:

*Companion, Sitter and Respite, In-Home Aide, Nursing Care, Nursing Pool
Service.*

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 1, 2021, this license is issued to

LHCG L, LLC

to operate a home care facility known as

Access Community-Based Services

located at 1899 North Marine Boulevard, Suite 300

Jacksonville, NC 28546

County: Onslow

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2021*

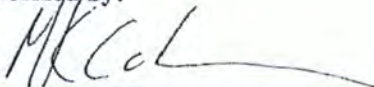
Facility ID: 954083

License Number: HC0444

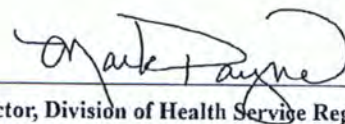
Home Care Services:

*Companion, Sitter and Respite, In-Home Aide, Nursing Care, Nursing Pool
Service.*

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

IV. Consent Agenda

3. Approval of Contracts for In-Home Aide Services:
 - b. Beachside Home Services LLC

Contract # Beachside 01 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Carteret County Department of Social Services (the "County") and Beachside Home Service LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 81-5124291 and DUNS Number (required if funding from a federal funding source) is 097404605.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I.1 and I.2)
- (10) Certification of Transportation (Attachment J)
- (11) State Certification (Attachment M)
- (12) Certification of Eligibility Under the Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in 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.

3. Effective Period: This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed available funding.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Cindy Holman, Consolidated Human Services Director	Name & Title	Cindy Holman Consolidated Human Services Director
County	Carteret	County	Carteret
Mailing Address	P O Box 779	Street Address	210 Craven Street
City, State, Zip	Beaufort, NC 28516	City, State, Zip	Beaufort, NC 28516
Telephone	252.728.3181		
Fax	252.648.7462		
Email	cindy.holman@carteretcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Amy Artis, President	Name & Title	
Company Name	Beachside Home Service LLC	Company Name	
Mailing Address	101 E. Market Street Suite 2B	Street Address	
City State Zip	Smithfield, NC 27577	City State Zip	
Telephone	919-938-8112		
Fax	843-628-1305		
Email	aartis@beachsidehomeservicellc.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor 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 Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

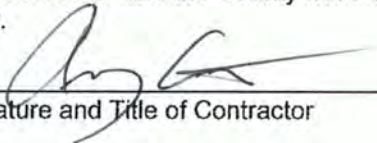
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

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

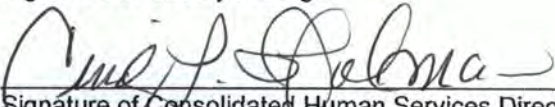
The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.


Signature and Title of Contractor
Amy Artis
Printed Name
4-9-2021
Date

Signature of Chairman
Board of Commissioners
Ed Wheatly
Printed Name
Date

Signature of County Attorney
Claud R. Wheatly, III
Printed Name
Date

Signature of County Manager
Tommy Burns
Printed Name
Date


Signature of Consolidated Human Services Director
Human Services
Cindy P. Holman
Printed Name
5/05/2021
Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Assistant County Manager/Finance Director
Dee Meshaw
Printed Name
Date

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

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

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

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

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability

insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date

thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection

Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 Contractor, 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 the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity,

construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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.

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

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work Federal Tax I.D 81-5124291
Contract # Beachside 01

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Beachside Home Service LLC
2. *If different* from Contract Administrator Information in General Contract:
Amy Artis, President, aartis@beachsidehomeservicelle.com
101 E. Market Street
Suite 2B
Smithfield, NC 27577
Telephone Number: 919-938-8112
Fax Number: 843-628-1305

Local Address: Mike Bland, Office Manager
2302 Arendell Street
Suite D
Morehead City, NC 28557

Telephone Number: 252-240-1234 Fax Number:

3. Name of Program (s): Level II In-Home Aide Services
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year:

B. Explanation of Services to be provided and to whom (include SIS Service Code):
SIS Code 042

In-Home Aide services means the provision of care for persons or assistance to persons by performing personal care tasks and home management that are essential to activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. It is the full responsibility of Beachside Home Service LLC to hire qualified in-home aides to deliver the contracted services. Persons who are hired must be:

- Non-relatives who are age 18 and over and who are qualified to perform the tasks needed by the client or a relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment in order to perform the services and who are qualified to perform the tasks needed by the client.
- Aides will be working with clients whose services are paid for with Home and Community Care Block Grant (HCCBG) or State In-Home funds and therefore must have demonstrated competence for the tasks they have been assigned to perform. The files maintained by the employing agency should have written documentation of each aide's competency to perform assigned tasks.

Assignment of in-home aides is the responsibility of Beachside Home Service LLC. Carteret County Department of Social Services in coordination with Beachside Home Service LLC has responsibility for assessment of client's needs. Carteret County Department of Social Services has responsibility for determination of eligibility for In-Home Aide Level II services. Beachside Home Service LLC will contact new referrals for In-Home Aide Level II services within 2- 3 business days of the receipt of the referral. Beachside Home Service LLC will also make the respective case manager

aware of any issues relative to staffing both new and ongoing referrals. As with ongoing clients, new referrals will be staffed within a reasonable period of time not to exceed seven (7) calendar days from the date the referral is received. The minimum shift staffing for a client is two hours. Carteret County Department of Social Services must receive new, annual and quarterly assessments and service plans within 7 calendar days of the date of the assessment visit.

The need for continuing the In-Home Aide service will be evaluated on a quarterly basis by Beachside Home Service LLC and Carteret County Department of Social Services. If the client is dissatisfied with the in-home aide or the in-home aide chooses to terminate the assignment, it is the responsibility of Beachside Home Service LLC to replace the in-home aide within a reasonable time period, defined as no more than 7 calendar days. If the client repeatedly requests a new in-home aide, Carteret County Department of Social Services in collaboration with Beachside Home Service LLC will evaluate the client's situation and Carteret County Department of Social Services will determine client's eligibility for continued services. Beachside Home Service LLC will provide a replacement aide in the event the regular aide(s) is unable to complete the assignment. Personal care tasks are an integral component of the Level II In-Home Aide Program. If the client refuses assistance with personal care tasks or personal care is not provided for any reason in accordance with In-Home Aide Service Plan and Personal Care Service Plan, it is the responsibility of Beachside Home Service LLC to notify Carteret County Department of Social Services immediately. This deviation should also be noted on the Service Referral Adjustment referral form to be included with each week's billing. If the client repeatedly refuses assistance with personal care, Carteret County Department of Social Services will evaluate the client's eligibility for continued services. If assistance with personal care is repeatedly not provided for any other reason without proper notification to Carteret County Department of Social Services, Carteret County Department of Social Services reserves the right to deny payment for units charged for assistance with home management tasks only.

Supervision and evaluation of the in-home aide is the responsibility of Beachside Home Service LLC and must be conducted every 90 days to comply with requirements for the In-Home Level II Services. Beachside Home Service LLC is required to ensure that the in-home aides have received sufficient **training** in the level of tasks to be performed before they are allowed to work independently. **Competency** testing of each in-home aide must be completed and **documented** in the employee's record that reflects the tasks that the in-home aide is qualified to perform. Individual **employee records** must be maintained and include documentation of training, supervisory visits, and performance evaluations. Beachside Home Service LLC will **provide documentation** of aide supervision and competency validation to Carteret County Department of Social Services at least annually (preferably quarterly) as part of routine contract monitoring. Beachside Home Service LLC will establish and maintain a **client record** to include, assessment of client's needs, In-Home Aide service plan, signed copy of Client's Rights and Responsibilities.

Carteret County Department of Social Services will provide on-going social work case management including client assessments and evaluation for continuing eligibility. Face to face visits with the client will be made at a minimum on a quarterly basis by a Carteret County Department of Social Services Social Worker.

Beachside Home Service LLC and Carteret County Department of Social Services representatives will confer monthly, or as needed, regarding services, delivery, or

problems if applicable. Carteret County Department of Social Services will provide each client or their representative with the name and phone number of their assigned In-Home Aide services social worker and supervisor to have available in case they have any questions or problems relative to the program. Carteret County Department of Social Services and Beachside Home Service LLC must be aware of and agree to abide by applicable confidentiality guidelines and civil rights compliance.

Beachside Home Service LLC is responsible for payment of hours worked by the in-home aide. It is the responsibility of Beachside Home Service LLC to bill Carteret County Department of Social Services for authorized services, using appropriate billing forms and agreed upon processes that include copies of **client invoices, aide tasks and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** Time sheets should reflect actual times of service. The invoices submitted should match the time, in units, as indicated on the aide time sheets. The units will be rounded to the nearest quarter. These billing forms shall be submitted based on the Carteret County Department of Social Services time frame for billing. Aides will be reimbursed for units submitted for the provision of personal care and homecare tasks only. The aides will not be reimbursed for travel time to and from the client's home or for time spent waiting for the client. Carteret County Department of Social Services will reimburse Beachside Home Service LLC for services delivered as authorized.

In-Home Aide services are subject to the North Carolina Wage and Hour Act.

Carteret County Department of Social Services will monitor Beachside Home Service LLC contract to assure the conditions of the contract are met on a quarterly basis or as needed, or annually at a minimum. At least once per year or upon request of Carteret County Department of Social Services, Beachside Home Service LLC will make available to Carteret County Department of Social Services the following documents:

IHA Supervisory Logs, Competency Documentation, Training Logs, Time Logs and current Copy of License issued from State of North Carolina

Failure to comply with stated timeframes for initial contact of referral, to provide timely staffing, or continual non-compliance with monitoring can result in the referral being re-evaluated and potentially sent to another provider.

This contract may be terminated by either party upon receipt of thirty (30) days' notice. Additionally, this contract may be terminated because of lack of funds or in the event funds to finance this or part of this contract become unavailable.

C. Rate per unit of Service (define the unit): 1 unit = 1 hour

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)
2. Negotiated County Rate. \$16.00 per unit

D. Number of units to be provided: :

Units will not exceed the proportional number of units based upon available funding. This number is subject to revisions based on State and Federal funding and/or unmet

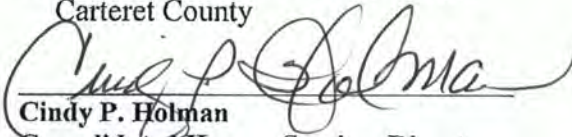
needs of IHA Level II clients as determined by Carteret County Department of Social Services.

E. Details of Billing process and Time Frames;

Beachside Home Service LLC will submit a bill weekly for each client along with documentation of units of service, which will include **client invoice, aide task and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** All of the billing for a service month should be submitted no later than the fifth (5th) of the month following the month that services were rendered. Failure to submit complete billing and documentation by the fifth (5th) of the following month will result in delay of reimbursement. The fiscal year for Carteret County ends June 30th, therefore all completed documentation for billing must be submitted by July 6th. The In-Home Aide Level II social worker at Carteret County Department of Social Services will review each billing and submit it to the supervisor for approval, who will submit the billing to the Accounting Clerk for payment.

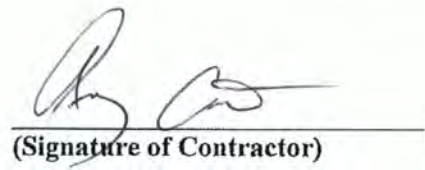
F. Area to be served/Delivery site(s):

Carteret County


Cindy P. Holman

Consolidated Human Services Director

5-05-2021
(Date Submitted)


(Signature of Contractor)

4-9-2021
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Carteret County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

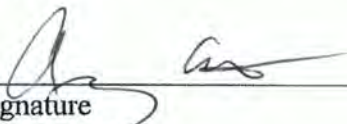
2302 Arendell Street
Suite D
Morehead City, NC 28557

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

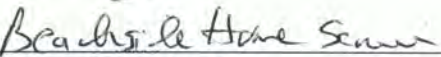
The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.



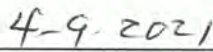
Signature



Title



Agency/Organization



Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Beachside Home Service LLC
Name of Organization

[Signature]
Signature of Organization Official

5-14-2021
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wilson

I, Elisandra Quiroz, Notary Public for said County and State, certify that Amy Artis personally appeared before me this day and acknowledged that he/she is President of Beachside Home Service LLC [enter name of entity] and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 14th day of May, 2021.

Sworn to and signed by ELISANDRA QUIROZ this 14 day of May, 2021.



Elisandra Quiroz

Notary Public

My Commission expires July 16, 20 23



Date: May 10, 2021


To: County Department of Social Services/Human Services

Certification:

We certify that Beachside Home Service LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, [Name of Organization] [City] in the State of [Name of State] and Beachside Home Service LLC; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.



Board Chair

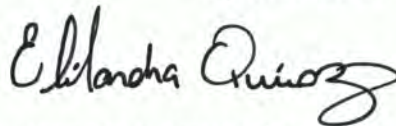
5-14-2021

Date

Sworn to and subscribed before me on the day of the date of said certification.

ELISANDRA QUIROZ
NOTARY PUBLIC
Wilson County
North Carolina
My Commission Expires July 16, 2023

My Commission Expires: July 16, 2023



¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

Attachment G

Carteret County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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.
- (4) 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 Section 1352, Title 31, U.S. Code. 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.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are exceptions from the coverage of Paragraph A: **Paragraph B.**

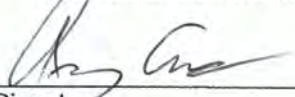
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

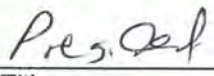
- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

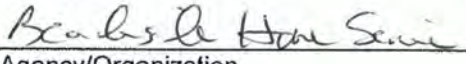
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.



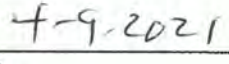
Signature



Title



Agency/Organization



Date

(Certification signature should be same as **Contract signature**.)

ATTACHMENT H

Carteret County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

President

Title

Beachside Home Service

Agency/Organization

4-9-2021

Date

(Certification signature should be same as Contract signature.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Beachside Home Service LLC Contract Number: Beachside 01 Date: 04/01/2021

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input checked="" type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Carteret County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2021, by and between Carteret County Department of Social Services (“Covered Entity”) and Beachside Home Service LLC (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract # LHCG L 02 (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Carteret County as the Carteret County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Carteret County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Carteret County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

CONTRACTOR SIGNATURE: _____



Date: 4-9-2021

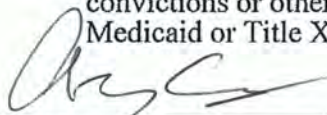
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

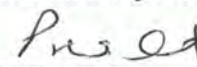
Carteret County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

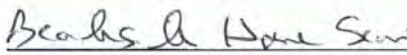
1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Carteret County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.



Signature



Title



Agency/Organization

4-9-2021

Date

(Certification signature should be same as Contract signature.)

State Certifications Contractor Certifications Required by North Carolina Law

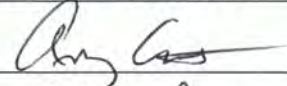
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

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


Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Beachside Home Service LLC

Contractor's Authorized Agent: Signature  Date 4-9-2021

Printed Name Amy Artis Title President

Witness: Signature  Date 4/9/21

Printed Name Tony Scott Title Sales/Marketing Manager



The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor:

By:  _____ 4-9-2021 _____
Signature Date
 _____ Pres. Int _____
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

CONTRACT PROVIDER NAME: Beachside Home Service LLC

CONTRACT NUMBER: Beachside 01

CONTRACT PERIOD: 07/01/2021 - 06/30/2022

PROVIDER'S FISCAL YEAR: 7/1/2021 - 06/30/2022

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?	5	
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	10	60

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Aina C. Harris
Signature of Authorized Programmatic Individual

4/26/21
DATE

[Signature]
Signature of Authorized Administrative Individual

5/05/2021
DATE

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective November 10, 2020, this license is issued to

Beachside Home Service LLC

to operate a home care facility known as

Beachside Home Service LLC

*located at 2302-D Arendell Street
Morehead City, NC 28557
County: Carteret*

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2021*

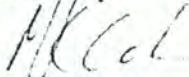
Facility ID: 090418

License Number: HC3822

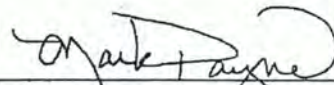
Home Care Services:

Companion, Sitter and Respite, In-Home Aide.

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
March 8, 2021

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

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

PRODUCER The Solutions Group 601 Embassy Oaks, Suite 105 San Antonio, TX 78216	CONTACT NAME: David Dickie
	PHONE (A/C, No, Ext): (210) 490-7200
E-MAIL ADDRESS:	
INSURERS AFFORDING COVERAGE	
INSURED Beachside Home Service, LLC 917 Broadway Street Myrtle Beach, SC 29577	INSURER A: United Specialty Insurance Company
	INSURER B: Certain Underwriters at Lloyd's
	INSURER C: Travelers Property Casualty Co of America
	INSURER D:
	INSURER E:


COVERAGES

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Abuse & Molestation 100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	VGM19722903520-1	01/19/2021	01/19/2022	EACH OCCURRENCE	\$1,000,000
	FIRE DAMAGE (Any one fire)				\$100,000	
	MED EXP (Any one person)				\$10,000	
	PERSONAL & ADV INJURY				\$1,000,000	
	GENERAL AGGREGATE				\$3,000,000	
	PRODUCTS - COMP/OP AGG				\$3,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VGM19722903520-1	01/19/2021	01/19/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	EXCESS LIABILITY					
C	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	39-10804-21049-176401	02/11/2021	02/11/2022	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EA ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
B	Commercial Crime Bond	SGGB-102621-03	01/19/2021	01/19/2022	\$25,000	

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Location #1: 917 Broadway Street, Myrtle Beach, SC 29577
 Location #2: 101 E. Market St., Ste 2B; Smithfield, NC 27577
 Location #3: 2302-D Arendell Street, Morehead City, NC 28557

CERTIFICATE HOLDER <input checked="" type="checkbox"/>	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
SCDHEC 2600 Bull Street Columbia, SC 29201.		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 

IV. Consent Agenda

3. Approval of Contracts for In-Home Aide Services:

- c. Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives

Contract # Spirit 01 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Carteret County Department of Social Services (the "County") and Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 043644438 and DUNS Number (required if funding from a federal funding source) 14.981.9117.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I.1 and I.2)
- (10) Certification of Transportation (Attachment J)
- (11) State Certification (Attachment M)
- (12) Certification of Eligibility Under the Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in 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.

3. Effective Period: This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
 - In-kind
 - Cash
 - Cash and In-kind
 - Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed available funding.

6. Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Cindy P. Holman Consolidated Human Services Director	Name & Title	Cindy P. Holman Consolidated Human Services Director
County	Carteret	County	Carteret
Mailing Address	P O Box 779	Street Address	210 Craven Street
City, State, Zip	Beaufort, NC 28516	City, State, Zip	Beaufort, NC 28516
Telephone	252.728.3181		
Fax	252.648.7462		
Email	cindy.holman@carteretcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Tomeica Taylor, Administrator	Name & Title	Tomeica Taylor, Administrator
Company Name	Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives	Company Name:	Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives
Mailing Address	PO Box 752	Street Address	123 Henderson Drive
City State Zip	Jacksonville, NC 28541	City State Zip	Jacksonville, NC 28540
Telephone	910-939-4663		
Fax	910-939-5079		
Email	spiritofexcellence@gmail.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor 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 Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

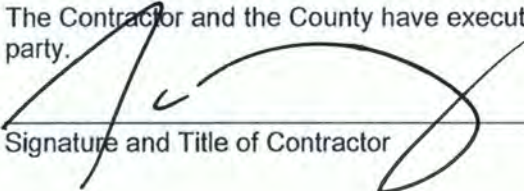
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

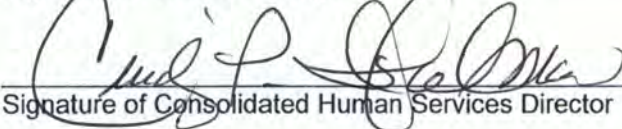


Signature and Title of Contractor Tomeica Taylor 3-29-21
Administrator Date

Signature of Chairman Ed Wheatly
Board of Commissioners Printed Name Date

Signature of County Attorney Claud R. Wheatly, III
Printed Name Date

Signature of County Manager Tommy Burns
Printed Name Date



Signature of Consolidated Human Services Director Cindy P. Holman 5/05/2021
Printed Name Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature of Assistant County Manager/Finance Director Dee Meshaw
Printed Name Date

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

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

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

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

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability

insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date

thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection

Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

construction, interpretation, and enforcement shall be determined.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

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 County and the Contractor.

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.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

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.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. 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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

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 Contractor, 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 the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity,

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work **Federal Tax I. D. 043644438**
Contract # Spirit 01

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives

2. *If different* from Contract Administrator Information in General Contract:

Tomeica Taylor, Administrator, spiritofexcellenceinc@gmail.com
PO Box 752
Jacksonville, NC 28541
Telephone Number: 910-939-4663
Fax Number: 910-939-5079

3. Name of Program (s): Level II In-Home Aide Services

4. Status: Public Private, Not for Profit Private, For Profit

5. Contractor's Financial Reporting Year: July 2021 – June 2022

B. Explanation of Services to be provided and to whom (include SIS Service Code):

SIS Code 042

In-Home Aide services means the provision of care for persons or assistance to persons by performing personal care tasks and home management that are essential to activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. It is the full responsibility of Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives to hire qualified in-home aides to deliver the contracted services. Persons who are hired must be:

- Non-relatives who are age 18 and over and who are qualified to perform the tasks needed by the client or a relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment in order to perform the services and who are qualified to perform the tasks needed by the client.
- Aides will be working with clients whose services are paid for with Home and Community Care Block Grant (HCCBG) or State In-Home funds and therefore must have demonstrated competence for the tasks they have been assigned to perform. The files maintained by the employing agency should have written documentation of each aide's competency to perform assigned tasks.

Assignment of in-home aides is the responsibility of Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives. Carteret County Department of Social Services in coordination with Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives has responsibility for assessment of client's needs. Carteret County Department of Social Services has responsibility for determination of eligibility for In-Home Aide Level II services. Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will contact new referrals for In-Home Aide Level II services within 2- 3 business days of the receipt of the referral. Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will also make the respective case manager aware of any issues relative to staffing both new and ongoing referrals. As with ongoing clients, new referrals will be staffed within a reasonable period of time not to exceed seven (7)

calendar days from the date the referral is received. The minimum shift staffing for a client is two hours. Carteret County Department of Social Services must receive new, annual and quarterly assessments and service plans within 7 calendar days of the date of the assessment visit.

The need for continuing the In-Home Aide service will be evaluated on a quarterly basis by Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives and Carteret County Department of Social Services. If the client is dissatisfied with the in-home aide or the in-home aide chooses to terminate the assignment, it is the responsibility of Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives to replace the in-home aide within a reasonable time period, defined as no more than 7 calendar days. If the client repeatedly requests a new in-home aide, Carteret County Department of Social Services in collaboration with Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will evaluate the client's situation and Carteret County Department of Social Services will determine client's eligibility for continued services. Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will provide a replacement aide in the event the regular aide(s) is unable to complete the assignment. Personal care tasks are an integral component of the Level II In-Home Aide Program. If the client refuses assistance with personal care tasks or personal care is not provided for any reason in accordance with In-Home Aide Service Plan and Personal Care Service Plan, it is the responsibility of Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives to notify Carteret County Department of Social Services immediately. This deviation should also be noted on the Service Referral Adjustment referral form to be included with each week's billing. If the client repeatedly refuses assistance with personal care, Carteret County Department of Social Services will evaluate the client's eligibility for continued services. If assistance with personal care is repeatedly not provided for any other reason without proper notification to Carteret County Department of Social Services, Carteret County Department of Social Services reserves the right to deny payment for units charged for assistance with home management tasks only.

Supervision and evaluation of the in-home aide is the responsibility of Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives and must be conducted every 90 days to comply with requirements for the In-Home Level II Services. Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives is required to ensure that the in-home aides have received sufficient **training** in the level of tasks to be performed before they are allowed to work independently. **Competency** testing of each in-home aide must be completed and **documented** in the employee's record that reflects the tasks that the in-home aide is qualified to perform. Individual **employee records** must be maintained and include documentation of training, supervisory visits, and performance evaluations. Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will **provide documentation** of aide supervision and competency validation to Carteret County Department of Social Services at least annually (preferably quarterly) as part of routine contract monitoring. Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will establish and maintain a **client record** to include an assessment of client's needs, In-Home Aide service plan, and a signed copy of Client's Rights and Responsibilities.

Carteret County Department of Social Services will provide on-going social work case management including client assessments and evaluation for continuing eligibility. Face to face visits with the client will be made at a minimum on a quarterly basis by a Carteret County Department of Social Services Social Worker.

Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives and Carteret County Department of Social Services representatives will confer monthly, or as needed, regarding services, delivery, or problems if applicable. Carteret County Department of Social Services will provide each client or their representative with the name and phone number of their assigned In-Home Aide services social worker and supervisor to have available in case they have any questions or problems relative to the program. Carteret County Department of Social Services and Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives must be aware of and agree to abide by applicable confidentiality guidelines and civil rights compliance.

Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives is responsible for payment of hours worked by the in-home aide. It is the responsibility of Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives to bill Carteret County Department of Social Services for authorized services, using appropriate billing forms and agreed upon processes that include copies of **client invoices, aide tasks and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** Time sheets should reflect actual times of service. The invoices submitted should match the time, in units, as indicated on the aide time sheets. The units will be rounded to the nearest quarter. These billing forms shall be submitted based on the Carteret County Department of Social Services time frame for billing. Aides will be reimbursed for units submitted for the provision of personal care and homecare tasks only. The aides will not be reimbursed for travel time to and from the client's home or for time spent waiting for the client. Carteret County Department of Social Services will reimburse Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives for services delivered as authorized.

In-Home Aide services are subject to the North Carolina Wage and Hour Act.

Carteret County Department of Social Services will monitor Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives contract to assure the conditions of the contract are met on a quarterly basis or as needed, or annually at a minimum. At least once per year or upon request of Carteret County Department of Social Services, Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will make available to Carteret County Department of Social Services the following documents:

IHA Supervisory Logs, Competency Documentation, Training Logs, Time Logs and current Copy of License issued from State of North Carolina

Failure to comply with stated timeframes for initial contact of referral, to provide timely staffing, or continual non-compliance with monitoring can result in the referral being re-evaluated and potentially sent to another provider.

This contract may be terminated by either party upon receipt of thirty (30) days' notice. Additionally, this contract may be terminated because of lack of funds or in the event funds to finance this or part of this contract become unavailable.

C. Rate per unit of Service (define the unit): 1 unit = 1 hour

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate. \$16.00 per unit

D. Number of units to be provided: :

Units will not exceed the proportional number of units based upon available funding. This number is subject to revisions based on State and Federal funding and/or unmet needs of IHA Level II clients as determined by Carteret County Department of Social Services.

E. Details of Billing process and Time Frames;

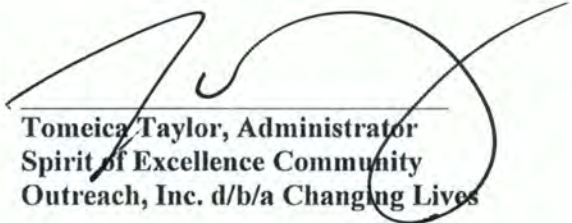
Spirit of Excellence Community Outreach Inc. d/b/a Changing Lives will submit a bill weekly for each client along with documentation of units of service, which will include **client invoice, aide task and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** All of the billing for a service month should be submitted no later than the fifth (5th) of the month following the month that services were rendered. Failure to submit complete billing and documentation by the fifth (5th) of the following month will result in delay of reimbursement. The fiscal year for Carteret County ends June 30th, therefore all completed documentation for billing must be submitted by July 6th. The In-Home Aide Level II social worker at Carteret County Department of Social Services will review each billing and submit it to the supervisor for approval, who will submit the billing to the Accounting Clerk for payment.

F. Area to be served/Delivery site(s):

Carteret County


Cindy P. Holman
Consolidated Human Services Director

5/05/2021
(Date Submitted)


Tomeica Taylor, Administrator
Spirit of Excellence Community
Outreach, Inc. d/b/a Changing Lives

3-29-21
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Carteret County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:


123 Henderson Drive
Jacksonville, NC 28540

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

 _____ Signature	<u>Administrator</u> _____ Title
<u>Spirit of Excellence</u> _____ Agency/Organization	<u>3-29-21</u> _____ Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

 Name of Organization *Spirit of Excellence Community Outreach, Inc*

 Signature of Organization Official *Helen D Fludd*

 Date *4/6/2021*

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Onslow

I, Melinda Roeloffzen, Notary Public for said County and State, certify
 that Helen D Fludd personally appeared before me this day and
 acknowledged that he/she is CEO/OWNER of
Spirit of Excellence [enter name of entity] and by that authority duly given
 and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by
 the Board of Directors/Trustees or other governing body in a meeting held on the 29 day of
March 2021

Sworn to and subscribed before me this 06 day of April, 2021

Melinda Roeloffzen
 (Official Seal)

My Commission expires

January 21, 2024



Attachment E - No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services/Human Services.

~~Note: if you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.~~



123 HENDERSON DRIVE JACKSONVILLE, NC 28540
OFFICE: (910) 939-4663 FAX: (910) 939-5079
WEBSITE: WWW.CHANGINGLIVESNC.COM

Date of Certification (3/29/2021)

To: County Department of Social Services/Human Services

Certification:

We certify that the **Changing Lives** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

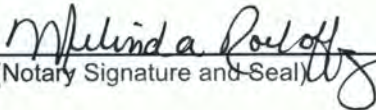
Sworn Statement:

[Helen Fludd] and [Tomeica Taylor] being duly sworn, say that we are the Board Chair and [Administrator], respectively, [Changing Lives) (Jacksonville) in the State of [North Carolina) and Trinity Adult and Senior Services, LLC; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Administrator]

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)



Commission Expires: January 21, 2024

G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Carteret County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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.
- (4) 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 Section 1352, Title 31, U.S. Code. 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.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are exceptions from the coverage of Paragraph A:
Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

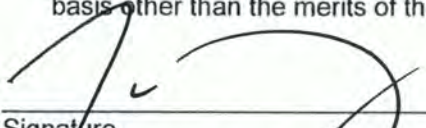
Paragraph C.

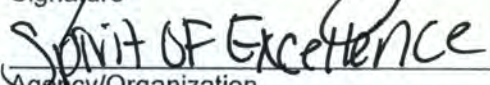
- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.


Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable.

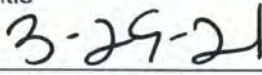
Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.



Signature


Agency/Organization



Title


Date

(Certification signature should be same as **Contract signature**.)

ATTACHMENT H

Carteret County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.


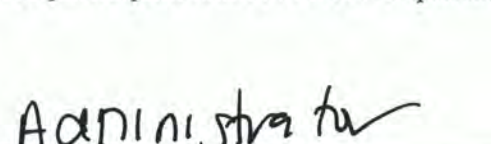
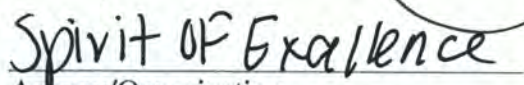
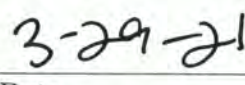
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 _____ Signature	 _____ Title
 _____ Agency/Organization	 _____ Date

(Certification signature should be same as Contract signature.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: SOECO Inc. d/b/a Changing Lives Contract Number: Spirit 01 Date: 3/26/2021

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input checked="" type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Carteret County Department of Social Services/Human Services

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of July, 2021, by and between Carteret County Department of Social Services (“Covered Entity”) and Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract # Spirit 01 (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Carteret County as the Carteret County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Carteret County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Carteret County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

CONTRACTOR SIGNATURE: _____



Date: _____

3-29-21

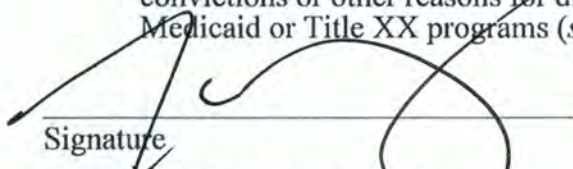

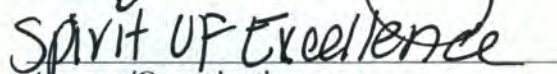
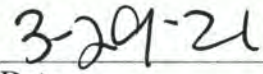
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Carteret County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Carteret County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

 _____ Signature	 _____ Title
 _____ Agency/Organization	 _____ Date

(Certification signature should be same as Contract signature.)

State Certifications Contractor Certifications Required by North Carolina Law

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

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

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
 - immediately prior to the date of the bid so Direct Care Paraprofessional
 - A 24-Hour service that includes a greater degree of supervision and therapeutic intervention for the residents because of the degree of their dependence or the severity of their disability.
 - Skills:**
 - Preferred experience with Individual's with Developmental Disabilities.
 - Preferred experience with Individual's with Mental Health Diagnosis.
 - Education**
 - Must have a High school Diploma or Equivalent
 - Valid Driver's License Required
 - Job Types: Full-time, Part-time**
 - Pay: \$12.00 to \$14.00 per hour**
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
 - Personal Care Aide/Certified Nursing Assistant
 - Minimum age requirements is 18 years
 - Valid driver's license, with satisfactory driving record, as defined by agency policy
 - Certification, if required by state licensure as a CNA or Home Health Care Aide in the state in which the aide is to provide care
 - Completion of a recognized home care aide training program or 6 months of recent experience as an aide
 - Job Types: Full-time, Part-time**
 - Pay: \$10.00 - \$14.00 per hour**licitation.

(6) The undersigned hereby certifies further that:

- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

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

Contractor's Name: Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives

Contractor's Authorized Agent: Signature *Helen Studd* Date 4-20-21

Printed Name Helen Studd Title CEO

Witness: Signature *Lomeica Taylor* Date 4-20-21

Printed Name Lomeica Taylor Title Administrator

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

RECEIVED BY

APR 23 2021

CARTERET COUNTY DSS

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor:

By:

Signature

Date

Printed Name

Title


3-29-21
Romeica Taylor
Administrator

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

CONTRACT PROVIDER NAME: Spirit of Excellence Community Outreach, Inc. d/b/a Changing Lives

CONTRACT NUMBER: Spirit 01

CONTRACT PERIOD: 07/01/2021 - 06/30/2022

PROVIDER'S FISCAL YEAR: 7/1/2021 - 06/30/2022

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?	5	
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	10	60

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Sena C. Harris AIHSWSIT
Signature of Authorized Programmatic Individual

4-8-2021
DATE

Carl F. Johnson
Signature of Authorized Administrative Individual

5/05/2021
DATE

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 1, 2021, this license is issued to

Spirit of Excellence Community Outreach Inc.

to operate a home care facility known as

Changing Lives

located at 123 Henderson Drive

Jacksonville, NC 28540

County: Onslow

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2021*

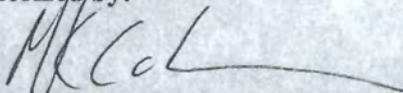
Facility ID: 041593

License Number: HC2909

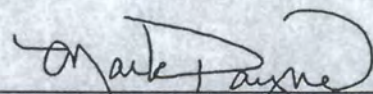
Home Care Services:

Companion, Sitter and Respite, In-Home Aide.

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation

IV. Consent Agenda

3. Approval of Contracts for In-Home Aide Services:
 - d. Trinity Adult and Senior Services, LLC

Contract # Trinity 01 Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Carteret County Department of Social Services (the "County") and Trinity Adult and Senior Services, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 84-3279540 and DUNS Number (required if funding from a federal funding source) 117331987.

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I.1 and I.2)
- (10) Certification of Transportation (Attachment J)
- (11) State Certification (Attachment M)
- (12) Certification of Eligibility Under the Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in 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.

3. Effective Period: This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed available funding.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Cindy P. Holman Consolidated Human Services Director	Name & Title	Cindy P. Holman Consolidated Human Services Director
County	Carteret	County	Carteret
Mailing Address	P O Box 779	Street Address	210 Craven Street
City, State, Zip	Beaufort, NC 28516	City, State, Zip	Beaufort, NC 28516
Telephone	252.728.3181		
Fax	252.648.7462		
Email	cindy.holman@carteretcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Renita Kirkman, Administrator	Name & Title	
Company Name	Trinity Adult and Senior Services, LLC	Company Name	
Mailing Address	11560 NC 55 East, Unit 7	Street Address	
City State Zip	Grantsboro, NC 28529	City State Zip	
Telephone	252.671.6437		
Fax	252-631-0340		
Email	rkirkman@trinityadultandseniorservices.com		

10. Supplementation of Expenditure of Public Funds:

The Contractor 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 Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries:

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

13. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

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

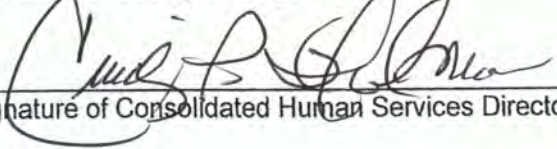
The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

	Renita Kirkman	3/29/2021
Signature and Title of Contractor	Administrator	Date

	Ed Wheatly	
Signature of Chairman Board of Commissioners	Printed Name	Date

	Claud R. Wheatly, III	
Signature of County Attorney	Printed Name	Date

	Tommy Burns	
Signature of County Manager	Printed Name	Date

	Cindy P. Holman	5/05/2021
Signature of Consolidated Human Services Director	Printed Name	Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

	Dee Meshaw	
Signature of Assistant County Manager/Finance Director	Printed Name	Date

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor 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 Contractor 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 County.

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

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

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

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. 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 County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability

insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date

thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider 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 County and the Contractor 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 County.

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 County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection

Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor 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.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

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

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

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor 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 County. The Contractor 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.

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 Contractor, 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 the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity,

construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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.

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

Care of Property: The Contractor 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 County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

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

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

ATTACHMENT B – Scope of Work **Federal Tax I. D. 84-3279540**
Contract # 01

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Trinity Adult and Senior Services, LLC

2. *If different* from Contract Administrator Information in General Contract:

Renita Kirkman, Administrator, rkirkman@trinityadultandseniorservices.com,

11560 NC-55 East, Unit 7, Grantsboro, NC 28529

Telephone Number: 252-671-6437

Fax Number: 252-631-0340

3. Name of Program (s): Level II In-Home Aide Services

4. Status: Public Private, Not for Profit Private, For Profit

5. Contractor's Financial Reporting Year: January 2021 – December 2021

B. Explanation of Services to be provided and to whom (include SIS Service Code):

SIS Code 042

In-Home Aide services means the provision of care for persons or assistance to persons by performing personal care tasks and home management that are essential to activities of daily living. Such tasks are performed to enable individuals to remain in their own homes when they are unable to carry out these activities for themselves and when no responsible person is available for these tasks. It is the full responsibility of Trinity Adult and Senior Services, LLC to hire qualified in-home aides to deliver the contracted services. Persons who are hired must be:

- Non-relatives who are age 18 and over and who are qualified to perform the tasks needed by the client or a relative of the client (parents, spouse, child or sibling) age 18 and over who gives up employment or the opportunity for employment in order to perform the services and who are qualified to perform the tasks needed by the client.
- Aides will be working with clients whose services are paid for with Home and Community Care Block Grant (HCCBG) or State In-Home funds and therefore must have demonstrated competence for the tasks they have been assigned to perform. The files maintained by the employing agency should have written documentation of each aide's competency to perform assigned tasks.

Assignment of in-home aides is the responsibility of Trinity Adult and Senior Services, LLC. Carteret County Department of Social Services in coordination with Trinity Adult and Senior Services, LLC has responsibility for assessment of client's needs. Carteret County Department of Social Services has responsibility for determination of eligibility for In-Home Aide Level II services. Trinity Adult and Senior Services, LLC will contact new referrals for In-Home Aide Level II services within 2- 3 business days of the receipt of the referral. Trinity Adult and Senior Services, LLC will also make the respective case manager aware of any issues relative to staffing both new and ongoing referrals. As with ongoing clients, new referrals will be staffed within a reasonable period of time not to exceed seven (7) calendar days from the date the referral is received. The minimum shift staffing for a client is two hours. Carteret County Department of Social Services must receive new, annual and quarterly assessments and service plans within 7 calendar days of the date of the assessment visit.

The need for continuing the In-Home Aide service will be evaluated on a quarterly basis by Trinity Adult and Senior Services, LLC and Carteret County Department of Social Services. If the client is dissatisfied with the in-home aide or the in-home aide chooses to terminate the assignment, it is the responsibility of Trinity Adult and Senior Services, LLC to replace the in-home aide within a reasonable time period, defined as no more than 7 calendar days. If the client repeatedly requests a new in-home aide, Carteret County Department of Social Services in collaboration with Trinity Adult and Senior Services, LLC will evaluate the client's situation and Carteret County Department of Social Services will determine client's eligibility for continued services. Trinity Adult and Senior Services, LLC will provide a replacement aide in the event the regular aide(s) is unable to complete the assignment. Personal care tasks are an integral component of the Level II In-Home Aide Program. If the client refuses assistance with personal care tasks or personal care is not provided for any reason in accordance with In-Home Aide Service Plan and Personal Care Service Plan, it is the responsibility of Trinity Adult and Senior Services, LLC to notify Carteret County Department of Social Services immediately. This deviation should also be noted on the Service Referral Adjustment referral form to be included with each week's billing. If the client repeatedly refuses assistance with personal care, Carteret County Department of Social Services will evaluate the client's eligibility for continued services. If assistance with personal care is repeatedly not provided for any other reason without proper notification to Carteret County Department of Social Services, Carteret County Department of Social Services reserves the right to deny payment for units charged for assistance with home management tasks only.

Supervision and evaluation of the in-home aide is the responsibility of Trinity Adult and Senior Services, LLC and must be conducted every 90 days to comply with requirements for the In-Home Level II Services. Trinity Adult and Senior Services, LLC is required to ensure that the in-home aides have received sufficient **training** in the level of tasks to be performed before they are allowed to work independently. **Competency** testing of each in-home aide must be completed and **documented** in the employee's record that reflects the tasks that the in-home aide is qualified to perform. Individual **employee records** must be maintained and include documentation of training, supervisory visits, and performance evaluations. Trinity Adult and Senior Services, LLC will **provide documentation** of aide supervision and competency validation to Carteret County Department of Social Services at least annually (preferably quarterly) as part of routine contract monitoring. Trinity Adult and Senior Services, LLC will establish and maintain a **client record** to include an assessment of client's needs, In-Home Aide service plan, and a signed copy of Client's Rights and Responsibilities.

Carteret County Department of Social Services will provide on-going social work case management including client assessments and evaluation for continuing eligibility. Face to face visits with the client will be made at a minimum on a quarterly basis by a Carteret County Department of Social Services Social Worker.

Trinity Adult and Senior Services, LLC and Carteret County Department of Social Services representatives will confer monthly, or as needed, regarding services, delivery, or problems if applicable. Carteret County Department of Social Services will provide each client or their representative with the name and phone number of their assigned In-Home Aide services social worker and supervisor to have available in case they have any questions or problems relative to the program. Carteret County

Department of Social Services and Trinity Adult and Senior Services, LLC must be aware of and agree to abide by applicable confidentiality guidelines and civil rights compliance.

Trinity Adult and Senior Services, LLC is responsible for payment of hours worked by the in-home aide. It is the responsibility of Trinity Adult and Senior Services, LLC to bill Carteret County Department of Social Services for authorized services, using appropriate billing forms and agreed upon processes that include copies of **client invoices, aide tasks and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** Time sheets should reflect actual times of service. The invoices submitted should match the time, in units, as indicated on the aide time sheets. The units will be rounded to the nearest quarter. These billing forms shall be submitted based on the Carteret County Department of Social Services time frame for billing. Aides will be reimbursed for units submitted for the provision of personal care and homecare tasks only. The aides will not be reimbursed for travel time to and from the client's home or for time spent waiting for the client. Carteret County Department of Social Services will reimburse Trinity Adult and Senior Services, LLC for services delivered as authorized.

In-Home Aide services are subject to the North Carolina Wage and Hour Act.

Carteret County Department of Social Services will monitor Trinity Adult and Senior Services, LLC contract to assure the conditions of the contract are met on a quarterly basis or as needed, or annually at a minimum. At least once per year or upon request of Carteret County Department of Social Services, Trinity Adult and Senior Services, LLC will make available to Carteret County Department of Social Services the following documents:

IHA Supervisory Logs, Competency Documentation, Training Logs, Time Logs and current Copy of License issued from State of North Carolina

Failure to comply with stated timeframes for initial contact of referral, to provide timely staffing, or continual non-compliance with monitoring can result in the referral being re-evaluated and potentially sent to another provider.

This contract may be terminated by either party upon receipt of thirty (30) days' notice. Additionally, this contract may be terminated because of lack of funds or in the event funds to finance this or part of this contract become unavailable.

C. Rate per unit of Service (define the unit): 1 unit = 1 hour

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)
2. Negotiated County Rate. \$16.00 per unit

D. Number of units to be provided: :

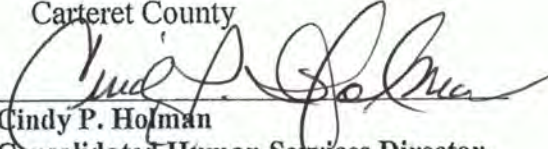
Units will not exceed the proportional number of units based upon available funding. This number is subject to revisions based on State and Federal funding and/or unmet needs of IHA Level II clients as determined by Carteret County Department of Social Services.

E. Details of Billing process and Time Frames;

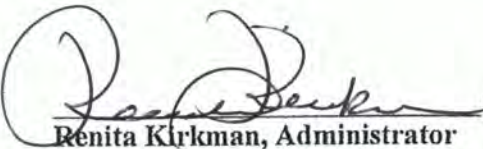
Trinity Adult and Senior Services, LLC will submit a bill weekly for each client along with documentation of units of service, which will include **client invoice, aide task and time sheets signed by the aide and the local contractor representative, and the Service Referral Adjustment when there are deviations from the service plan.** All of the billing for a service month should be submitted no later than the fifth (5th) of the month following the month that services were rendered. Failure to submit complete billing and documentation by the fifth (5th) of the following month will result in delay of reimbursement. The fiscal year for Carteret County ends June 30th, therefore all completed documentation for billing must be submitted by July 6th. The In-Home Aide Level II social worker at Carteret County Department of Social Services will review each billing and submit it to the supervisor for approval, who will submit the billing to the Accounting Clerk for payment.

F. Area to be served/Delivery site(s):

Carteret County


Cindy P. Holman
Consolidated Human Services Director

5/05/2021
(Date Submitted)


Renita Kirkman, Administrator
Trinity Adult and Senior Services,
LLC

3/09/2021
(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Carteret County Department of Social Services/Human Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

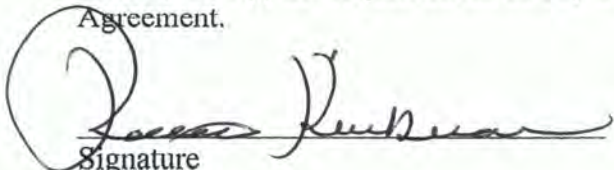
11560 NC 55 East, Unit 7
Grantsboro, NC 28529

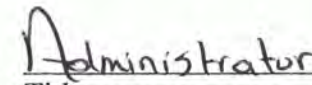
Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.


Signature


Administrator
Title

Trinity Adult & Senior Services
Agency/Organization

3/29/2021
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D**Conflict of Interest Policy**

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Trinity Adult and Senior Services
Name of Organization

[Signature]
Signature of Organization Official

3-31-2021
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Pamlico

I, Avery E. Ham, Notary Public for said County and State, certify that Renita Kirkman personally appeared before me this day and acknowledged that he/she is administrator of Trinity Adult and Senior Services, LLC [enter name of entity] and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 31st day of March, 2021.

Sworn to and subscribed before me this 31st day of March.

[Signature]
(Official Seal)

My Commission expires May 8, 2023





Trinity Adult and Senior Services, LLC

Trinity Adult and Senior Services, LLC

11560 NC-55 E
Unit 7
Grantsboro, NC 28529
rkirkman@trinityadultandseniorservices.com

03/29/2021

We certify that Trinity Adult and Senior Services does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1 b.

Sworn Statement:

Renita Kirkman and Alicia Ponds being duly sworn, say that we are the Board Chair and Office Manager, respectively, Trinity Adult and Senior Services, LLC

Grantsboro in the State of North Carolina and Trinity Adult and Senior Services, LLC; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

Alicie Park

Title of Second Authorizing Official

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

Avery E Ham

My Commission Expires:

May 8, 2023



G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Carteret County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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 Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state 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.
- (4) 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 Section 1352, Title 31, U.S. Code. 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.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are exceptions from the coverage of Paragraph A:
Paragraph B.

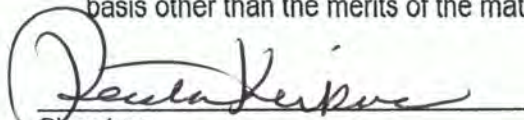
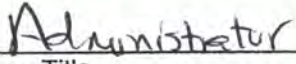
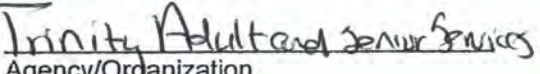
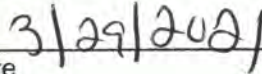
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

 _____ Signature	 _____ Title
 _____ Agency/Organization	 _____ Date

(Certification signature should be same as **Contract signature.**)

ATTACHMENT H

Carteret County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the
- (Federal Certification-Debarment) (06/2015)Page 1 of 2

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

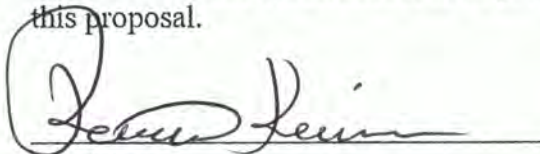
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

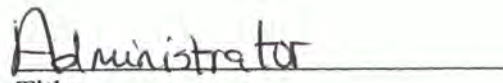
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

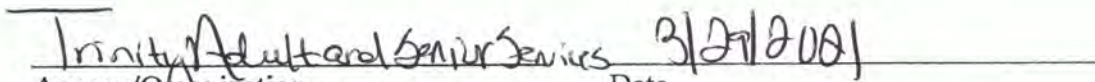
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

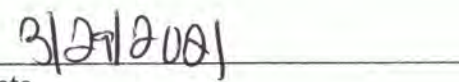
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Signature


Title


Agency/Organization


Date

(Certification signature should be same as Contract signature.)

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Trinity Adult and Senior Services, LLC Contract Number: Trinity 01 Date: 3/26/2021

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input checked="" type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

Carteret County Department of Social Services/Human Services
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2021, by and between Carteret County Department of Social Services ("Covered Entity") and Trinity Adult and Senior Services, LLC ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract # Trinity 01 (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Carteret County as the Carteret County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Carteret County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Carteret County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

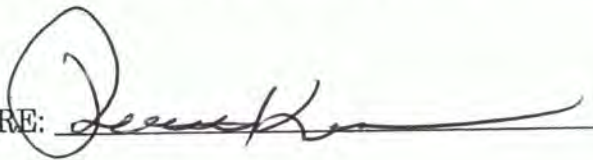
c. **Effect of Termination.**

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

CONTRACTOR SIGNATURE:



Date:

2/09/2021

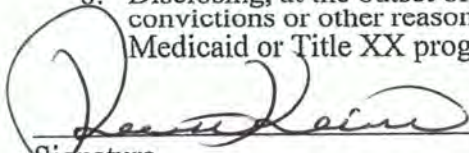
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

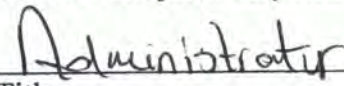
Carteret County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

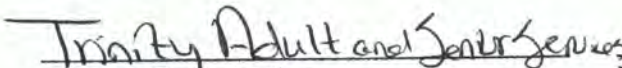
1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Carteret County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs *(signature on this form confirms this statement)*.



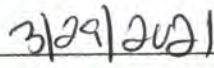
Signature



Title



Agency/Organization



Date

(Certification signature should be same as Contract signature.)

State Certifications Contractor Certifications Required by North Carolina Law

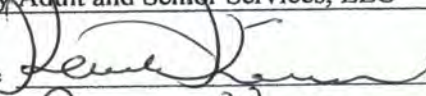
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

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

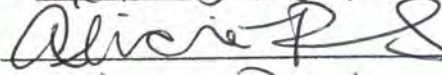
Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Trinity Adult and Senior Services, LLC

Contractor's Authorized Agent: Signature  Date 3/29/2021

Printed Name Benita Hickman Title Administrator

Witness: Signature  Date 3/29/2021

Printed Name Alicia Ponds Title Office Manager

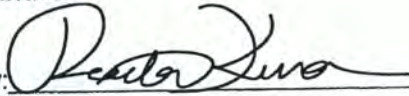
The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in Investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor:

By: 	04/07/2021
Signature	Date
<u>Renita Kirkman</u>	<u>Administrator</u>
Printed Name	Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

CONTRACT PROVIDER NAME: Trinity Adult and Senior Services

CONTRACT NUMBER: Trinity 01

CONTRACT PERIOD: 07/01/2021 - 06/30/2022

PROVIDER'S FISCAL YEAR: 7/1/2021 - 06/30/2022

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?	5	
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	10	60

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Mina C. Harris AIHS SWSTII
Signature of Authorized Programmatic Individual

4/7/2021
DATE

[Signature]
Signature of Authorized Administrative Individual

5/05/2021
DATE

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 1, 2021, this license is issued to

Trinity Adult & Senior Services, LLC

to operate a home care facility known as

Trinity Adult & Senior Services, LLC

located at 11560 Hwy 55 E.

Grantsboro, NC 28529

County: Pamlico

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall expire
midnight December 31, 2021*

Facility ID: 200234

License Number: HC5411

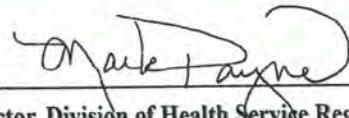
Home Care Services:

***Companion, Sitter and Respite, In-Home Aide, Nursing Care, Nursing Pool
Service.***

Authorized by:



Secretary, N.C. Department of Health and
Human Services



Director, Division of Health Service Regulation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2020

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).

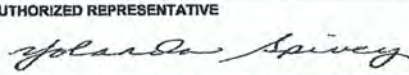
PRODUCER Michael Whitney & Association, LLC PO Box 158 Ridgefield Park NJ 07660	CONTACT NAME: Yolanda Spivey PHONE (A/C, No, Ext): (201) 880-7179 E-MAIL ADDRESS: yspivey@mwhitney.com	FAX (A/C, No): (201) 299-7771
	INSURER(S) AFFORDING COVERAGE	
INSURED Trinity Adult & Senior Services LLC 11560 NC 55 East Grantsboro NC 28529	INSURER A: WESTERN WORLD INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RJZRR	11/24/2020	11/24/2021	EACH OCCURRENCE	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
A	Professional Liability/Errors and Omissions			RJZRR	11/24/2020	11/24/2021	Each Occurrence	\$1,000,000
							General Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Renita Kirkman 11560 NC 55 East Grantsboro NC 28529	CANCELLATION 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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IV. Consent Agenda

4. Approval of List of Surplus County-Owned Properties for Showing on the Tax Department's Website for Potential Bids to Purchase

SURPLUS COUNTY-OWNED PROPERTIES

Parcel ID	OWNER	DBOOK	DPAGE	LEGAL_DSC	ADDRESS
749216749574000	COUNTY OF CARTERET	1624	28	L3 FULCHER HEIGHTS ATLANTIC DM FULCHER LAND	150 LEE DANIELS EXTENSION
748101278023000	COUNTY OF CARTERET	1495	397	ACREAGE ON SR 1373 - SEA LEVEL	250 NELSON NECK ROAD
649001077086000	COUNTY OF CARTERET	1399	133	L24 S1 BP SEA GATE	118 TRADEWINDS ROAD
731801170379000	COUNTY OF CARTERET	1382	490	PT L1 WIL BROWN HAVEN	373 MERRIMON ROAD
733800162681000	COUNTY OF CARTERET	1322	045	L36 S1 WARDS CREEK PLANTATION	PELICAN HARBOR ROAD
733800161594000	COUNTY OF CARTERET	1322	045	L37 S1 WARDS CREEK PLANTATION	PELICAN HARBOR ROAD
733800161435000	COUNTY OF CARTERET	1322	045	L38 S1 WARDS CREEK PLANTATION	PELICAN HARBOR ROAD
733800160386000	COUNTY OF CARTERET	1322	045	L39 S1 WARDS CREEK PLANTATION	PELICAN HARBOR ROAD
733704814652000	COUNTY OF CARTERET	1495	396	LOT ON KINGS WAY RD - STRAITS	WL STAFFORD LAND , STRAITS
733704816268000	COUNTY OF CARTERET			W L STAFFORD LAND STRAITS	350 KINGS ROAD
734611569351000	CARTERET COUNTY	943	224	LOT WEST SIDE SR 1347 MARSHALL BERG.	972 MARSHALLBERG ROAD
731903035256000	CARTERET COUNTY	786	785	LOT MERRIMON ROAD	827 MERRIMON ROAD
731903036037000	CARTERET COUNTY	786	861	NORTH RIVER	807 MERRIMON ROAD
637701478717000	CARTERET COUNTY			LOT SR 1156 MILL CREEK	266 POINT ROAD
730901352668000	CARTERET COUNTY	1621	141	L14 WAYNE SOWERS BEAUFORT	141 SOWERS ROAD
741504725412000	CARTERET COUNTY	1584	465	L39 SEC-F SPORTMAN VILLAGE SOUTH RIVER	143 VILLAGE DRIVE
741504749218000	CARTERET COUNTY	1583	118	L61 S-F SPORTSMANS VILLAGE SOUTH RIVER	253 ANCHOR ROAD
734802871505000	CARTERET COUNTY	1590	397	LOT - OAK LN OFF HWY 70 WILLISTON T LENA FULCHER LAND	146 OAK LANE

DISCLAIMER: The information contained herein is accurate and current, to the best of our knowledge and belief.

150 Lee Daniels Extension

L3 Fulcher Heights Atlantic DM Fulcher Land

7492.16.74.9574000

.39 acre vacant residential lot



Outstanding Taxes and Fees: \$5,175.14

Tax Value: \$23,225

Estimated Market Value: \$23,225

Subject Site Valuation

The subject site is located at the eastern terminus of Lee Daniels Road Extension. Its dimensions are 85' X 200', containing .39 acres. The site has 5.5' to 6.5' elevations. The tax assessment, prior to examining the site characteristics as a single property, is based on estimated lot value of \$23,225.

A search was conducted for vacant land sales in the subject neighborhood and several were identified. Sites larger (almost an acre) than subject sold for \$30,000 to \$37,000. Similarly sized tracts sold for \$22,000 to \$26,000.



PID E 7492.16.74.9574000 COUNTY OF CARTERET 2021 23,225 MKT CARD 001
 23,225 PY Val USE 23,225 LAND 001
 LISTER 12/03/2018 EWVD 302 COURTHOUSE SQUARE BEAUFORT NC 28516 DEF BLDG 000
 TWP ATLANTIC CITY FIRE ATLANTIC FIRE RESCUE SEA LEVEL RESCUE OTHER XFOB 000
 LOT BLK PL BK/PG 8 25 PLAT ADDRESS 0000150 LEE DANIELS EXT ATLANTIC 28511
 NBHD 02000100 USE 002100 COUNTY GOVERN DEED 1624 28 AICUZ PRINTED 5/18/2021 BY PHARRISO
 LEGAL: L3 FULCHER HEIGHTS ATLANTIC DM FULCHER LAND

SALES				BUILDING PERMITS												
IN	Q	RC	M	V	Sale Date	Sale Price	Number	Type	Description	Issued	Schd	Complt	Revisit	Act	Complt	Amount
OT	V	01	I		11/21/2018	5,500										

LAND

Seq	Zone	Code	Use	Description	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	85	200	60	RESIDENTIAL LOT	85.000	230.000	1.00	1.00	1.00	1.00	1.07	1.11	1.000		273.235		23,225



FILE # 1624028

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
November 21, 2018 04:05 14 PM
TRAVIS DEED 2 P
FEE \$26.00
NC REVENUE STAMP: \$11.00
FILE # 1624028

COMMISSIONER'S DEED

Excise Tax: **\$11.00**

Parcel Identifier No. 749216749574000 Verified by Carteret County on the ____ day of _____, 20__

By: _____

✓ Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: _____

THIS DEED made this 21st day of November, 2018, by and between

GRANTOR	GRANTEE
C. R. Wheatly, Commissioner Wheatly, Wheatly, Weeks, Lupton & Massie, PA P O Box 360 Beaufort, NC 28516	County of Carteret, a Body Politic 302 Courthouse Square Beaufort, NC 28516

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

THAT WHEREAS, C. R. Wheatly, III, was appointed Commissioner under an order of the District Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret vs. Candy Grandy Winchester Grandy and husband, Patrick Baines Grandy; Stephanie Brooke Winchester Smith and husband, Gregory Tilmon Smith" [File No. 17-CVD-881]; and C. R. Wheatly, III was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, C. R. Wheatly, III, Commissioner, did on the 9th day of February, 2018, offer the land hereinafter - described at a public sale at the Carteret County Courthouse door, in Beaufort, North Carolina, and Carteret County became the last and highest bidder for said land for the sum of \$5,175.14; and the sale having been confirmed, and C. R. Wheatly, III, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$5,175.14, receipt of which is hereby acknowledged, C. R. Wheatly, III, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to Carteret County

2

and his successors, heirs and assigns, that property situated in Carteret County, North Carolina, and described as follows:

Parcel #749216749574000 – Lying and being in Atlantic Township, Carteret County, North Carolina and Beginning at a point at the intersection of the southern boundary of Brown Street and the eastern boundary of Center Drive, as shown by that certain map of record in Map Book 8, Page 25, Carteret County Registry, which point is also identified as being the northwestern corner of Lot 3, as shown by said map; thence S 58-48-35 E, 200.1 feet to a point in the western margin of Patton Drive; thence with the western margin of Patton Drive S 40-03-41 W, 85 feet to a point; thence N 58-48-35 W, 200.10 feet to a point in the eastern margin of Center Drive; thence with the eastern margin of Center Drive N 40-03-42 E, 85 feet to the Point of Beginning, said area being designated as Lot 3 in accordance with that plan of subdivision in Map Book 8, Page 25, Carteret County Registry, together with a right of ingress, egress and regress on that road known as Lee Daniels Road, formerly Patton Drive and an easement as described in that Deed by and between John A. Styron, Party of the First Part, to Oden G. Fulcher and wife, Ruth Fulcher, dated May 23, 1961 and recorded in Book 206, Page 594, Carteret County Registry.

This conveyance is made subject to Carteret County taxes, the payment of which shall be assumed by the purchaser.

To have and to hold the aforesaid tract of land, to Carteret County and its successors, heirs and assigns forever, in as full and ample manner as C. R. Wheatly, III, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, C. R. Wheatly, III, Commissioner, has hereunto set his or her hand and seal.


C. R. Wheatly, III, Commissioner (SEAL)

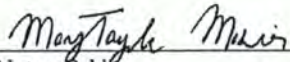
STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, the undersigned Notary Public of the County and State aforesaid, certify that C. R. Wheatly, III, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 21st day of November, 2018.

My Commission Expires:
03/21/2023




Notary Public

250 Nelson Neck Road

Acreage SR 1373 Sea Level

7481.01.27.8023000

5 acres covered by wetlands



Outstanding Taxes and Fees: \$5,964.06

Tax Value: \$2,800

Estimated Market Value: \$2,800

PID E 7481.01.27.8023000 COUNTY OF CARTERET 2021 2,800 MKT CARD 001
 59,400 PY Val USE 2,800 LAND 002
 302 COURTHOUSE SQUARE DEF BLDG 000
 BEAUFORT NC 28516 5.000 ACRES XFOB 000
 LISTER 1/13/2015 VWD CITY FIRE SEA LEVEL FIRE RESCUE SEA LEVEL RESCUE OTHER
 TWP SEA LEVEL LOT BLK PL BK/PG PLAT ADDRESS 0000000
 NBHD 03000100 USE 002100 COUNTY GOVERN DEED 1495 397 AICUZ PRINTED 5/19/2021 BY PHARRISO
 LEGAL: ACREAGE ON SR 1373 - SEA LEVEL

SALES BUILDING PERMITS
 IN Q RC M V Sale Date Sale Price Number Type Description Issued Schd Complt Revisit Act Complt Amount
 OT U V 12/03/2014 6,000

LAND

Seq	Zone	Code	Use	Description	#Units	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1		030104		UNDEVELOPED	1.000	AC	8,000.000	.10	1.00	1.00	1.00	1.00	1.00	1.000		800.000	800
2		030103		RESIDUAL ACREAGE	4.000	AC	5,000.000	.10	1.00	1.00	1.00	1.00	1.00	1.000		500.000	2,000

NOTES

LAND 5/2021COVERED IN WETLANDS

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Jerry T. Hardesty, Register of Deeds
By: [Signature]
Asst. Deputy Register of Deeds



FILE # 1495397

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
December 03, 2014 03:11:42 PM
LDL DEED 2 P
FEE: \$26.00
NC REVENUE STAMP: \$12.00
FILE # 1495397

COMMISSIONER'S DEED

Excise Tax: \$12.00

Parcel Identifier No. 748101278023000 Verified by Carteret County on the ___ day of _____, 20__
By: _____

Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: Acreage SR 1373, Sea Level

THIS DEED made this 3rd day of December, 2014, by and between

GRANTOR

C. R. Wheatly, Commissioner
Wheatly, Wheatly, Weeks, Lupton &
Massie, PA
P O Box 360
Beaufort, NC 28516

GRANTEE

County of Carteret, A Body Politic
Courthouse Square
Beaufort, NC 28516

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

THAT WHEREAS, C. R. Wheatly, III, was appointed Commissioner under an Order of the Superior Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret vs. Susan T. Kirkpatrick, Richard M. Taylor, Robert T. Taylor, Barbara Taylor Creech, Linda Taylor Chappell, Charles E. Elks, Jr. Daniel T. Elks, Clara Rose Elks Capps, Leslie M. Taylor, Jr., Christine Sue Taylor Yates, Melissa Taylor Billymyre, Unknown Heirs of William R. Taylor, Jr.; All Heirs at Law of Maltby Taylor, Deceased" [File No. 14-CVD-489]; and C. R. Wheatly, III was directed by the Order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, C. R. Wheatly, III, Commissioner, did on the 19th day of November, 2014, offer the land hereinafter described at a public sale at the Carteret County Courthouse door, in Beaufort, North Carolina, and County of Carteret, became the last and highest bidder for said land for the sum of \$5,964.06; and the sale having been

confirmed, and C. R. Wheatly, III, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$5,964.06, receipt of which is hereby acknowledged, C. R. Wheatly, III, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to County of Carteret, and its successors, heirs and assigns, that property situated in Sea Level Township, Carteret County, North Carolina, and described as follows:

Being bounded as follows: on the east by the Public Road; on the south by the Rose Land; it being the entire lot of land given to Sophronia Salter in the Will of William R. Rose, containing (5) five acres.

This conveyance is made subject to Carteret County taxes, the payment of which shall be assumed by the purchaser.

To have and to hold the aforesaid tract of land, to County of Carteret, and its successors, heirs and assigns forever, in as full and ample manner as C. R. Wheatly, III, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, C. R. Wheatly, III, Commissioner, has hereunto set his or her hand and seal.


C. R. Wheatly, III, Commissioner (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, the undersigned Notary Public of the County and State aforesaid, certify that C. R. Wheatly, III, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 31st day of December, 2014.

My Commission Expires:
11.12.2017




Notary Public

BOOK 1495 PAGE 397

118 Tradewinds Road
Lot 24, Block P, Section I, Sea Gate

6490.01.07.7086000

.459 acre residential lot



Outstanding Taxes and Fees: \$3,534.64

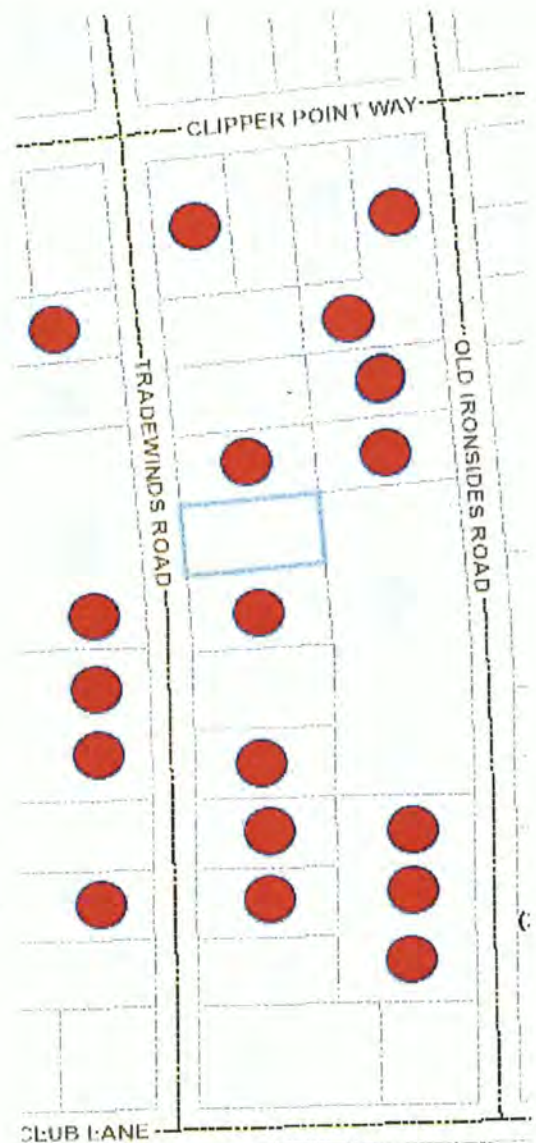
Tax Value: \$14,985

Estimated Market Value: \$14,985

Subject Site Valuation

The subject site fronts the east side of Tradewinds Road 100' and has a depth of 200', containing .459 acres, and has a predominant elevation of 7'. The tax assessment is based on the site being buildable, however this area has a history of septic denials due to widespread poor soil conditions. The red dots show the sites we have identified as having been denied by the Carteret County Environment Health department. Private companies also conduct tests, so we have no way of knowing the full extent. The subject is surrounded by lots that have failed and it likely does not perk, but we cannot make that assumption for valuation purposes.

Lots that do not perk have sold from \$1,000 to \$5,000 with the most prevalent range being \$1,000 to \$2,500. Lots that have been tested and have septic systems in place have sold in the low \$20,000 range. We are not aware of any sales of untested sites without septic systems.



PID E 6490.01.07.7086000
 LISTER 2/10/2012 VWD
 TWP HARLOWE CITY
 LOT BLK
 NBHD 12000500 USE 000800 VACANT
 LEGAL: L24 S1 BP SEA GATE

COUNTY OF CARTERET
 302 COURTHOUSE SQUARE
 BEAUFORT NC 28516

2021
 14,985 PY Val

14,985 MKT
 USE
 DEF
 .459 ACRES

CARD 001
 14,985 LAND 001
 BLDG 000
 XFOB 000

FIRE HARLOWE FIRE
 PL BK/PG 9 54 PLAT
 DEED 1399 133 AICUZ

RESCUE MILL CREEK RESCUE OTHER
 ADDRESS 0000118 TRADEWINDS RD NEWPORT 28570
 PRINTED 5/19/2021 BY PHARRISO

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1	100	120501	60	RESIDENTIAL LOT	135.000	1.00	1.00	1.00	1.00	1.00	1.11	1.000		149.850	14,985

and highest bidder for said land for the sum of \$3,534.64; and the sale having been confirmed, and Dennis M. Marquardt, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$3,534.64, receipt of which is hereby acknowledged, Dennis M. Marquardt, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to County of Carteret, and their successors, heirs and assigns, that property situated in Carteret County, North Carolina, and described as follows:

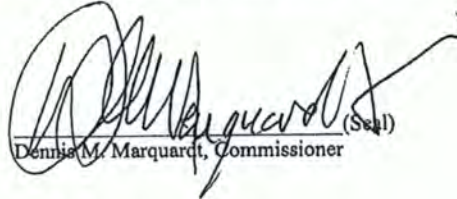
All that certain tract or parcel of land, situate, lying and being in Harlowe Township, Carteret County, North Carolina and more particularly described as follows:

Being all of Lot No. 24, in Block P, Section I, in the Sea Gate Subdivision, in accordance with map of same of record in Map Book 9, at Page 54, Carteret County Registry, to which reference is made.

In compliance with NCGS 105-317.2 (2) the property conveyed by Dennis M. Marquardt, Commissioner herein is not his primary residence.

This conveyance is made subject to Carteret County property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to County of Carteret and their successors, heirs and assigns forever, in as full and ample manner as Dennis M. Marquardt, Commissioner, is authorized and empowered to convey the same.

In witness whereof, Dennis M. Marquardt, Commissioner, has hereunto set his hand and seal.


Dennis M. Marquardt, Commissioner (Seal)

BOOK 1399 PAGE 133

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, C. Joyce Carraway, a notary public of the County of
Carteret State of North Carolina, do hereby certify that Dennis M. Marquardt,
Commissioner, grantor, personally appeared before me this day and acknowledged the
execution of the foregoing Deed.

Witness my hand and official seal this 7th day of February, 2012.

My Commission Expires: April 03, 2016
C. Joyce Carraway
Notary Public



BOOK 1399 PAGE 133

373 Merrimon Road
PT L1 WIL BROWN HAVEN
7318.01.17.0379000

.47 acre residential lot



Outstanding Taxes and Fees: \$7,405.14

Tax Value: \$69,086

Estimated Market Value: \$17,267

PID E 7318.01.17.0379000

COUNTY OF CARTERET
302 COURTHOUSE SQUARE
BEAUFORT NC 28516

2021
69,086 PY Val

69,086 MKT
USE
DEF
.470 ACRES

CARD 001
17,267 LAND 001
51,819 BLDG 001
XFOB 000

LISTER 2/13/2014 F1

TWP BEAUFORT CITY

LOT BLK
NBHD 11000300 USE 002100 COUNTY GOVERN
LEGAL: PT L1 WIL BROWN HAVEN

FIRE NORTH RIVER FIRE
PL BK/PG PLAT
DEED 1382 490 AICUZ

RESCUE BEAUFORT RESCUE OTHER
ADDRESS 0000373 MERRIMON RD BEAUFORT 28516
PRINTED 5/19/2021 BY PHARRISO

BUILDING CHARACTERISTICS for BldgSeq# 001 (Item# 001)

Code	Description	Code	Description	Code	Description	Code	Description	Code	Description	Code	Description
MODL 01	SNG FAMILY	BVAL 00001D	SNG FAMILY	ARCH 04	RANCH	QUAL 0D	D GRADE	STYS 2.0	SIZE	N/A	
FNDN 03	POST	FRME	N/A	WND0	N/A	EXW1 13	WOOD PANEL	EXW2 .	EXW2%		
HEAT 01	NONE	A/C	N/A	RSTR 03	GABLE	RCV1 03	COMP SHNGL	RCV2 .	RCV2%		
INT1 05	DRYWALL	INT2	N/A	INT2%		FLR1 09	SOFTWOOD	FLR2 .	FLR2%		
KTCH	N/A	DPRT 03		BATH	3.00	BDRM	3	ROOM	SPCD	N/A	
+/- 05	PLUS 5	FRPL	N/A	UD-3	N/A	UD-4	N/A	HTFL 01	NONE	HTF2	N/A
COND 0A	AVERAGE	INSP 04	ESTIMATED	UD-9	N/A	UD-9	N/A	UD-9%		AYB 1987	EYB 1967

AREA CALCULATION

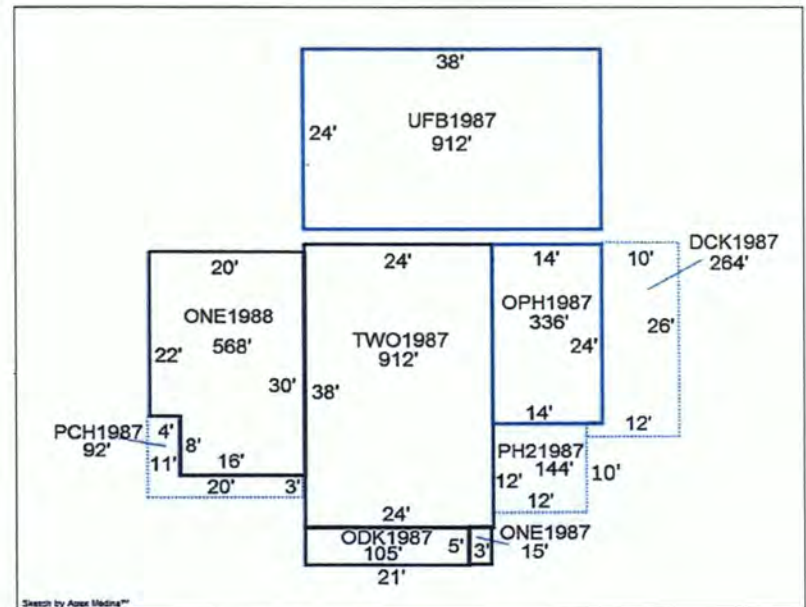
Subarea	Actual	Adj	Heated	Prime	Rate	Value	%Good
TWO STO	912	1824	1824	912	112.87	102935	25.00
ONE/DEC	105	131	105	105	70.41	7393	25.00
ONE STO	15	15	15	15	56.47	847	25.00
PORCH	92	32			19.63	1806	25.00
ONE STO	568	568	568	568	56.43	32054	25.00
ONE/POR	336	454	336	336	76.25	25620	25.00
DECK	264	66			14.11	3725	25.00
2 STYPO	144	101			39.58	5699	25.00
UNFIN B	912	365			22.58	20597	25.00
LUMP						6600	25.00
TOTAL	3348		2848		72.77		25.00
TOTAL		3556		1936		207276	

TRAVERSE

RCNLD	Value	%Good
TWO1987=912\$	102935	25.00
ONE1988=568\$	7393	25.00
OPH1987=336\$	847	25.00
UFB1987=912\$	1806	25.00
	452	
	8,013	
	6,405	
	931	
	1,425	
	5,149	
	1,650	
TOTAL	51,819	



731801170379000001.JPG



Sketch by Apex Mapping™

PID E 7318.01.17.0379000 COUNTY OF CARTERET 2021 69,086 MKT CARD 002
 69,086 PY Val USE 17,267 LAND 001
 302 COURTHOUSE SQUARE DEF 51,819 BLDG 001
 BEAUFORT NC 28516 .470 ACRES XFOB 000
 LISTER 2/13/2014 F1 CITY FIRE NORTH RIVER FIRE RESCUE BEAUFORT RESCUE OTHER
 TWP BEAUFORT PL BK/PG PLAT ADDRESS 0000373 MERRIMON RD BEAUFORT 28516
 LOT BLK DEED 1382 490 AICUZ PRINTED 5/19/2021 BY PHARRISO
 NBHD 11000300 USE 002100 COUNTY GOVERN
 LEGAL: PT L1 WIL BROWN HAVEN

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd Adj	Eff Rate	Value
1	78	110301	60	RESIDENTIAL LOT	175.000	1.00	1.00	1.00	1.00	1.11	1.14	1.000	221.371	17,267

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Joy Lawrence/ Register of Deeds
By *Joy Lawrence*
Acting Deputy, Register of Deeds



FILE # 1382490

FOR REGISTRATION REGISTER OF DEEDS
Joy Lawrence
Carteret County, NC
August 10, 2011 10:37:33 AM
COUNTER DEED 3 P
FEE: \$0.00
FILE # 1382490

✓ Prepared by Dennis Marquardt

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

COMMISSIONER'S DEED
PIN: 7318.01.17.0379000

THIS DEED, made this 9th day of August, 2011, by Dennis M. Marquardt,
Commissioner, 1210 Arendell Street, Morehead City, NC 28557 to County of Carteret, a
Body Politic of Carteret County, North Carolina, whose address is Courthouse Square,
Beaufort, North Carolina 28516,

WITNESSETH

That whereas Dennis M. Marquardt was appointed Commissioner under an order
of the Clerk of Court of Carteret County, North Carolina, in the tax foreclosure
proceeding entitled "COUNTY OF CARTERET, Plaintiff, vs. DAISY STEWART
CLAYBURN AND UNKNOWN SPOUSE OF DAISY STEWART CLAYBURN;
DAVID L. BRUNK, TRUSTEE (Lienor) AND BENEFICIAL FINANCIAL 1 INC. FKA
BENEFICIAL MORTGAGE CO. OF NORTH CAROLINA (Lienor), Defendant(s)" File
No. 11-CVD-527; and Dennis M. Marquardt was directed by the order as Commissioner
to sell the property hereinafter described at public sale after due advertisement according
to law; and

Whereas Dennis M. Marquardt, Commissioner, did on the 13TH day of July, 2011,
offer the land hereinafter described at a public sale at the Carteret County Courthouse

BOOK 1382 PAGE 490

(3)

door, in Beaufort, North Carolina, and County of Carteret became the last and highest bidder for said land for the sum of \$7,405.14; and the sale having been confirmed, and Dennis M. Marquardt, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$7,405.14, receipt of which is hereby acknowledged, Dennis M. Marquardt, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to County of Carteret, and their successors, heirs and assigns, that property situated in Carteret County, North Carolina, and described as follows:

All that certain lot or parcel of land situate in Beaufort Township, Carteret County, North Carolina, and more particularly described as follows:

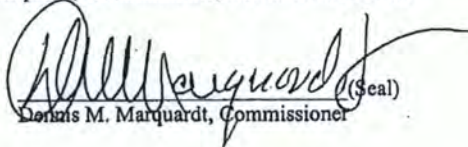
Beginning in the west line of N.C. Highway 1300 said point being South 1-32 West 78.75 feet from the R.E. King South line; thence with said line South 87-37 West 264.1 feet to a point; thence from said point South 2-23 East 78.33 feet to a point; thence from said point North 87-37 East 261 feet to a point in North Carolina Highway 1300; thence from said point North 0-53 East along the western right of way of said state road to the point of beginning.

This conveyance is made subject to Carteret County property taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to County of Carteret and their successors, heirs and assigns forever, in as full and

BOOK 1382 PAGE 490

ample manner as Dennis M. Marquardt, Commissioner, is authorized and empowered to convey the same.

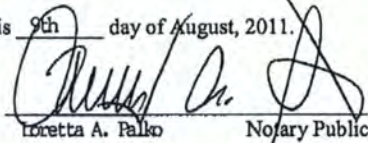
In witness whereof, Dennis M. Marquardt, Commissioner, has hereunto set his hand and seal.


Dennis M. Marquardt, Commissioner

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Loretta A. Palko, a notary public of the County of Craven, State of North Carolina, do hereby certify that Dennis M. Marquardt, Commissioner, grantor, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 9th day of August, 2011.


Loretta A. Palko Notary Public

My Commission Expires: 11/19/15



BOOK 382 PAGE 490

406 - 412 Pelican Harbor Rd (4 lots in Beaufort)

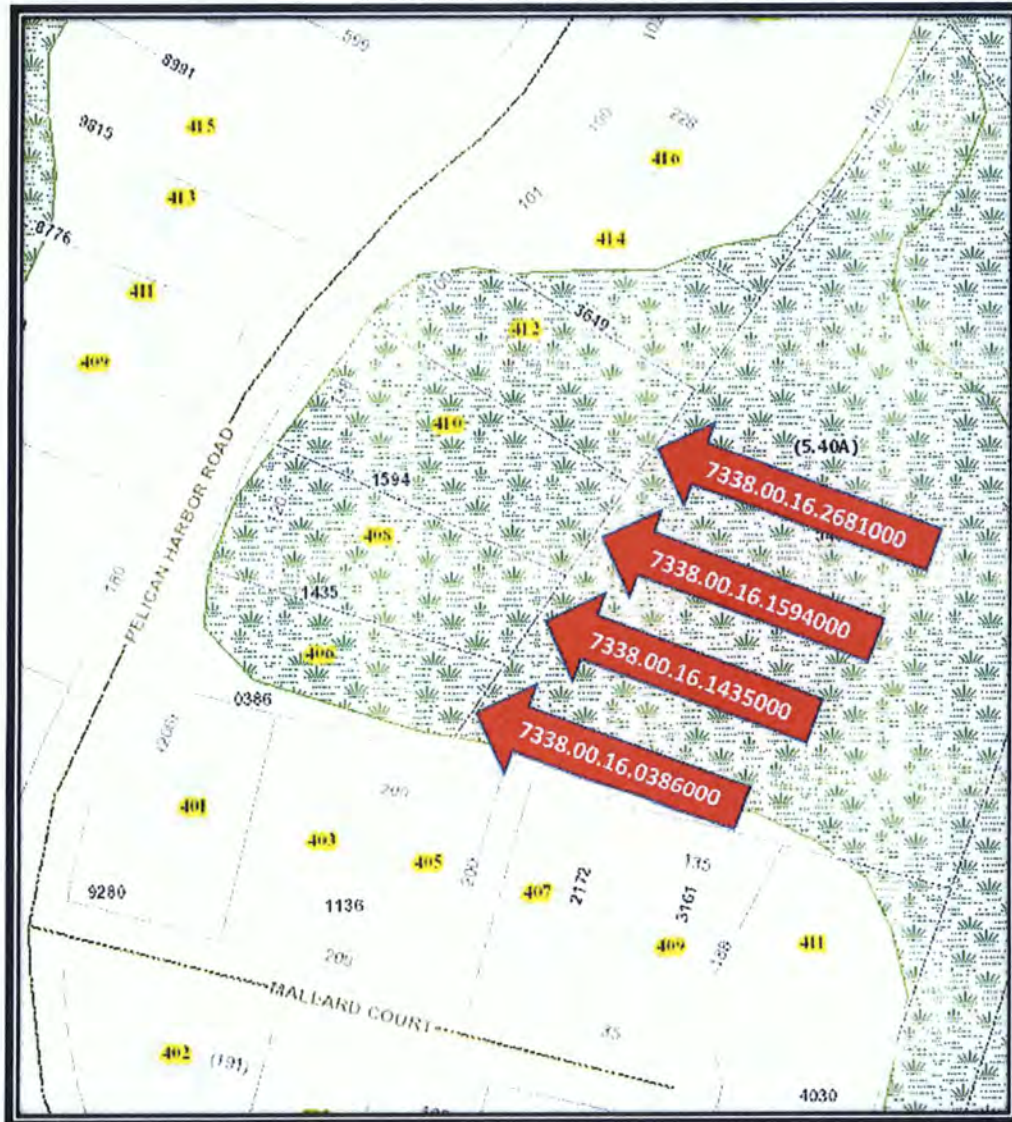
L36, 37, 38, and 39 S1 Ward's Creek Plantation

7338.00.16.0386000

7338.00.16.1435000

7338.00.16.1594000

7338.00.16.2681000



Outstanding Taxes and Fees: \$8,812.10

Tax Value: \$9,776

Estimated Market Value: \$9,776

Subject Site Valuation

The subject site is nearly 100% covered in wetlands and has elevations, primarily, from 1.7' to about 2.5'. The tax assessment is based on the site having very little utility, because wetlands cannot be disturbed. Several residential lot sales – for buildable tracts – were identified in the neighborhood. No sales of similarly impaired sites were identified.

Buildable lots have sold from about \$20,000 to \$30,000, with a central tendency near the lower to midpoint of the range. The subject lot values have been adjusted downward 90% to reflect their diminished utility. The four lots total 2.68 acres.

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Joy Lawrence, Register of Deeds
By *Joy Lawrence*
Deputy, Register of Deeds

Tax Parcel #7338.00.16.0386000
7338.00.16.1435000
7338.00.16.1594000
7338.00.16.2681000

Documentary Stamps: \$0.00

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

COMMISSIONER'S DEED

THIS DEED, made this 24th day of September, 2009, by **Dennis M. Marquardt, Commissioner**, Grantor, to County of Carteret, a Body Politic, of Carteret County, North Carolina whose address is: Courthouse Square, Beaufort, North Carolina, 28516, Grantee,

WITNESSETH

That whereas Dennis M. Marquardt was appointed Commissioner under an order of the Clerk of Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret v. Down East Enterprises, a North Carolina General Partnership, et al." File No. 09-CVD-530 Dennis M. Marquardt was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas Dennis M. Marquardt, Commissioner, did on the 19th day of August, 2009, offer the land hereinafter described at a public sale at the Carteret County

BOOK 1322 PAGE 45

③

Courthouse door, in Beaufort, North Carolina, and, **County of Carteret** became the last and highest bidder for said land for the sum of \$8,812.10; and the sale having been confirmed, and Dennis M. Marquardt, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$8,812.10, receipt of which is hereby acknowledged, Dennis M. Marquardt, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to **County of Carteret**, its successors and assigns, that property situated in Carteret County, North Carolina, and described as follows:

Lying and being in Straits Township, State and County aforesaid, and more particularly described as follows: Being all of Lots 36, 37, 38 and 39, Section 1, Ward's Creek Plantation, as the same is shown on that plat recorded in Map Book 25, page 128, re-recorded in Map Book 26, page 37, Carteret County Registry.

To have and to hold the aforesaid tract of land, to **County of Carteret**, its successors and assigns forever, in as full and ample manner as Dennis M. Marquardt, Commissioner, is authorized and empowered to convey the same.

In witness whereof, Dennis M. Marquardt, Commissioner, has hereunto set his hand and seal.


Dennis M. Marquardt, Commissioner (Seal)

BOOK 1322 PAGE 45

NORTH CAROLINA
CARTERET COUNTY

I, C. Joyce Carraway, a Notary Public of the aforesaid county and state, do hereby certify that Dennis M. Marquardt, Commissioner, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing Deed.

Witness my hand and official seal this 24th day of September, 2009.

C. Joyce Carraway
Notary Public

My Commission Expires: April 2, 2011



BOOK 1322 PAGE 45

PID E 7338.00.16.2681000

COUNTY OF CARTERET

2021
2,280 PY Val

2,280 MKT
USE

2,280 LAND 001

302 COURTHOUSE SQUARE
BEAUFORT NC 28516

DEF
.631 ACRES

BLDG 000
XFOB 000

LISTER 10/19/2009 REF

TWP STRAITS CITY

LOT BLK
NBHD 09000500 USE 002100 COUNTY GOVERN

FIRE OTWAY FIRE
PL BK/PG 26 37 PLAT
DEED 1322 045 AICUZ

RESCUE OTWAY RESCUE OTHER
ADDRESS 0000412 PELICAN HARBOR RD BEAUFORT 28516
PRINTED 5/26/2021 BY PHARRISO

LEGAL: L36 S1 WARDS CREEK PLANTATION

LAND

Seq	Zone	Code	Use	Description	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1	100	090501	60	RESIDENTIAL LOT	FF	200.000	.10	1.00	1.00	1.00	1.00	1.14	1.000		22.800	2,280

PID E 7338.00.16.1594000

COUNTY OF CARTERET
302 COURTHOUSE SQUARE
BEAUFORT NC 28516

2021
2,678 PY Val

2,678 MKT
USE
DEF
.839 ACRES

CARD 001
2,678 LAND 001
BLDG 000
XFOB 000

LISTER 10/19/2009 REF

TWP STRAITS CITY

LOT BLK

NBHD 09000500 USE 002100 COUNTY GOVERN

LEGAL: L37 S1 WARDS CREEK PLANTATION

FIRE OTWAY FIRE
PL BK/PG 26 37 PLAT
DEED 1322 045 AICUZ

RESCUE OTWAY RESCUE OTHER
ADDRESS 0000410 PELICAN HARBOR RD BEAUFORT 28516
PRINTED 5/26/2021 BY PHARRISO

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd Adj	Eff Rate	Value
1	124	090501	60	RESIDENTIAL LOT 124.000 FF	200.000	.10	1.00	1.00	1.00	.93	1.16	1.000	21.596	2,678

PID E 7338.00.16.1435000 COUNTY OF CARTERET 2021 2,464 MKT CARD 001
 2,464 PY Val USE 2,464 LAND 001
 LISTER 10/19/2009 REF 302 COURTHOUSE SQUARE BEAUFORT NC 28516 DEF BLDG 000
 TWP STRAITS CITY .727 ACRES XFOB 000
 LOT BLK FIRE OTWAY FIRE RESCUE OTWAY RESCUE OTHER
 NBHD 09000500 USE 002100 COUNTY GOVERN PL BK/PG 26 37 PLAT ADDRESS 0000408 PELICAN HARBOR RD BEAUFORT 28516
 LEGAL: L38 S1 WARDS CREEK PLANTATION DEED 1322 045 AICUZ PRINTED 5/26/2021 BY PHARRISO

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1	110	090501	60	RESIDENTIAL LOT 110.000 FF	200.000	.10	1.00	1.00	1.00	.97	1.15	1.000		22.400	2,464

PID E 7338.00.16.0386000

COUNTY OF CARTERET

2021
2,354 PY Val

2,354 MKT

CARD 001
2,354 LAND 001
BLDG 000
XFOB 000

LISTER 10/19/2009 REF

302 COURTHOUSE SQUARE
BEAUFORT NC 28516

.484 ACRES

TWP STRAITS CITY

FIRE OTWAY FIRE

RESCUE OTWAY RESCUE OTHER

LOT BLK

PL BK/PG 26 37 PLAT

ADDRESS 0000406 PELICAN HARBOR RD BEAUFORT 28516

NBHD 09000500 USE 002100 COUNTY GOVERN

DEED 1322 045 AICUZ

PRINTED 5/26/2021 BY PHARRISO

LEGAL: L39 S1 WARDS CREEK PLANTATION

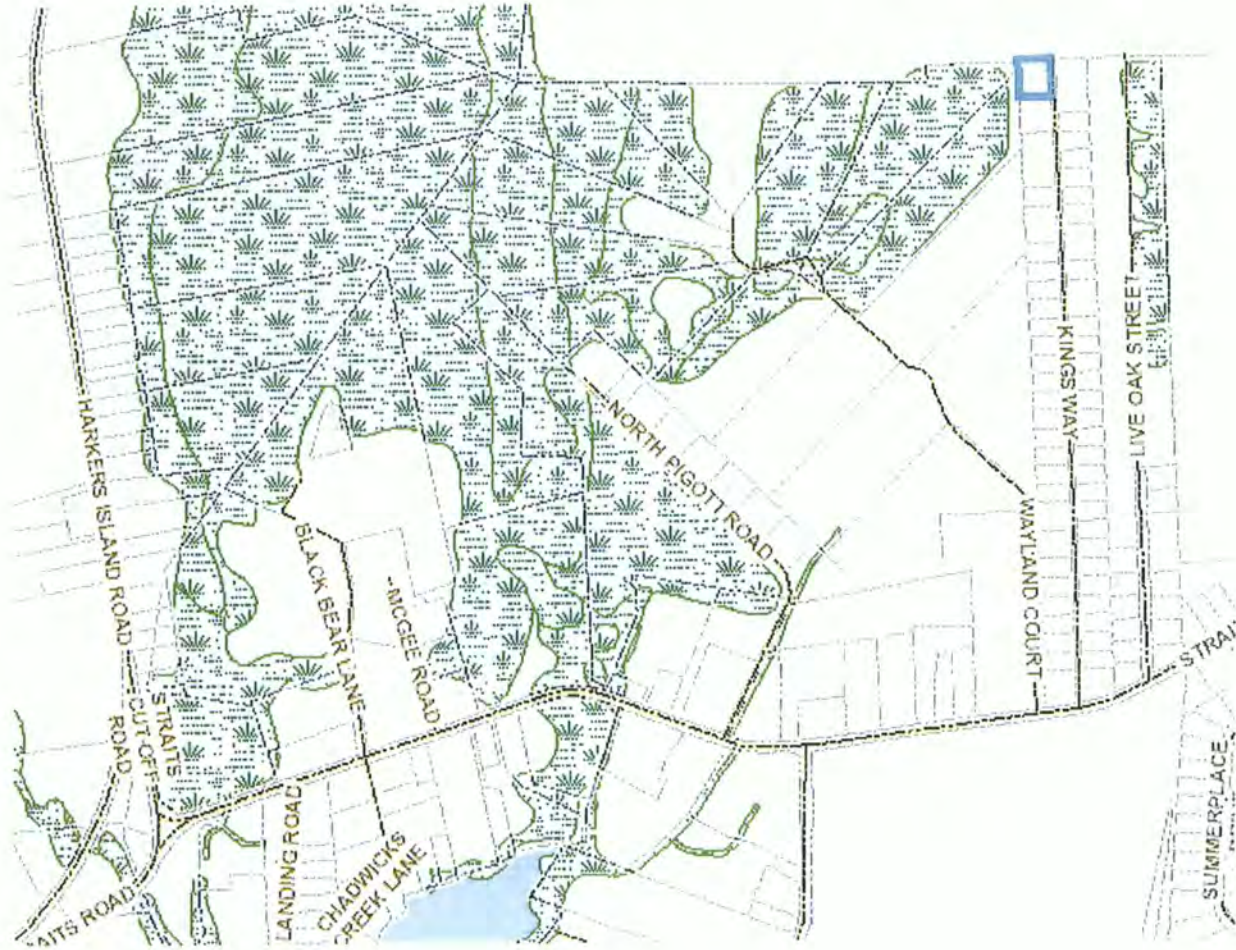
LAND

Seq	Zone	Code	Use	Description	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1	110	090501	60	RESIDENTIAL LOT	FF	200.000	.10	1.00	1.00	1.00	.97	1.10	1.000		21.400	2,354

NW Terminus of Kings Way Road

W L Stafford Land - Straits

7337.04.81.4652000



Outstanding Taxes and Fees: \$6,421.43

Tax Value: \$1,840

Estimated Market Value: \$1,840

Subject Site Valuation

The subject site, 200' X 170' is located at the extreme north terminus of Kings Way Lane, on the west side of the "street". This road is a dirt road for a few hundred feet, but thereafter is just a right-of-way and very difficult to use. The subject is 3,275' from Straits Road. There is only one house on Kings Way Road. A very unkempt "backyard" off of Live Oak Street has frontage on Kings Way, is an eyesore, and looks like a junkyard just 175' north of Straits Road on the east side of Kings Way. This presents a very unattractive view for residential development.



There has been only one lot sale for many years and it actually fronts on Straits Road. It is valuable as a benchmark only for what a residential building lot is worth on Straits Road. It is similarly sized as the subject and sold recently for \$24,000. The subject lot would be expected to have a value of about \$18,285 if Kings Way Road were paved. As it is, rights exist to provide access, but from a practical standpoint, it is only legally accessible in terms of being a viable residential building lot. It has been adjusted down 90%.

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

By: Jerry T. Hardesty Register of Deeds
Asst. Deputy, Register of Deeds



FILE # 1495396

FOR REGISTRATION REGISTER OF DEEDS
Jerry T. Hardesty
Carteret County, NC
December 03, 2014 03:11:42 PM
LDL DEED 2 P
FEE: \$26.00
NC REVENUE STAMP: \$13.00
FILE # 1495396

COMMISSIONER'S DEED

Excise Tax: \$13.00
Parcel Identifier No. 733704814652000 Verified by Carteret County on the ___ day of ___, 20__
By: _____

✓ Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: W L Stafford Land, Gloucester

THIS DEED made this 3rd day of December, 2014, by and between

GRANTOR	GRANTEE
C. R. Wheatly, Commissioner Wheatly, Wheatly, Weeks, Lupton & Massie, PA P O Box 360 Beaufort, NC 28516	County of Carteret, A Body Politic Courthouse Square Beaufort, NC 28516

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

THAT WHEREAS, C. R. Wheatly, III, was appointed Commissioner under an Order of the Superior Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret vs. Shirley Sue Howell Mathis; Richard Lee Howell; and William Howard Howell, Jr., Heirs at Law of William Howard Howell (Deceased) and Doris Evelyn Howell (Deceased)" [File No. 14-CVD-300]; and C. R. Wheatly, III was directed by the Order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, C. R. Wheatly, III, Commissioner, did on the 19th day of November, 2014, offer the land hereinafter described at a public sale at the Carteret County Courthouse door, in Beaufort, North Carolina, and County of Carteret, became the last and highest bidder for said land for the sum of \$6,421.43; and the sale having been confirmed, and C. R. Wheatly, III, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

②


Now, in consideration of the premises and the sum of \$6,421.43, receipt of which is hereby acknowledged, C. R. Wheatly, III, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to County of Carteret, and its successors, heirs and assigns, that property situated in Straits Township, Carteret County, North Carolina, and described as follows:

Beginning at a stake in the William L. Stafford and Vicent Piggott line at a point 3400 feet north at the north edge of the Straits Road and running N 4 E 100 feet to a stake; thence S 86 E 170 feet to a stake; thence S 4 W 100 feet to a stake; thence N 86 W 170 feet to a stake, the Point of Beginning.

This conveyance is made subject to Carteret County taxes, the payment of which shall be assumed by the purchaser.

To have and to hold the aforesaid tract of land, to County of Carteret, and its successors, heirs and assigns forever, in as full and ample manner as C. R. Wheatly, III, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, C. R. Wheatly, III, Commissioner, has hereunto set his or her hand and seal.


C. R. Wheatly, III, Commissioner (SEAL)

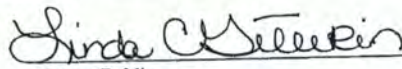
STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, the undersigned Notary Public of the County and State aforesaid, certify that C. R. Wheatly, III, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 3rd day of December, 2014.

My Commission Expires:
11-18-2017




Linda C. Gillikin
Notary Public

PID E 7337.04.81.4652000 COUNTY OF CARTERET 2021 1,840 MKT CARD 001
 9,154 PY Val USE 1,840 LAND 001
 302 COURTHOUSE SQUARE DEF BLDG 000
 BEAUFORT NC 28516 .780 ACRES XFOB 000
 LISTER 1/13/2015 VWD CITY FIRE MARSHALLBERG FIRE RESCUE OTWAY RESCUE OTHER
 TWP STRAITS LOT BLK PL BK/PG PLAT ADDRESS 0000000
 NBHD 09002000 USE 002100 COUNTY GOVERN DEED 1495 396 AICUZ PRINTED 5/26/2021 BY PHARRISO
 LEGAL: LOT ON KINGS WAY RD - STRAITS

SALES BUILDING PERMITS
 IN Q RC M V Sale Date Sale Price Number Type Description Issued Schd Complt Revisit Act Complt Amount
 OT U V 12/03/2014 6,500

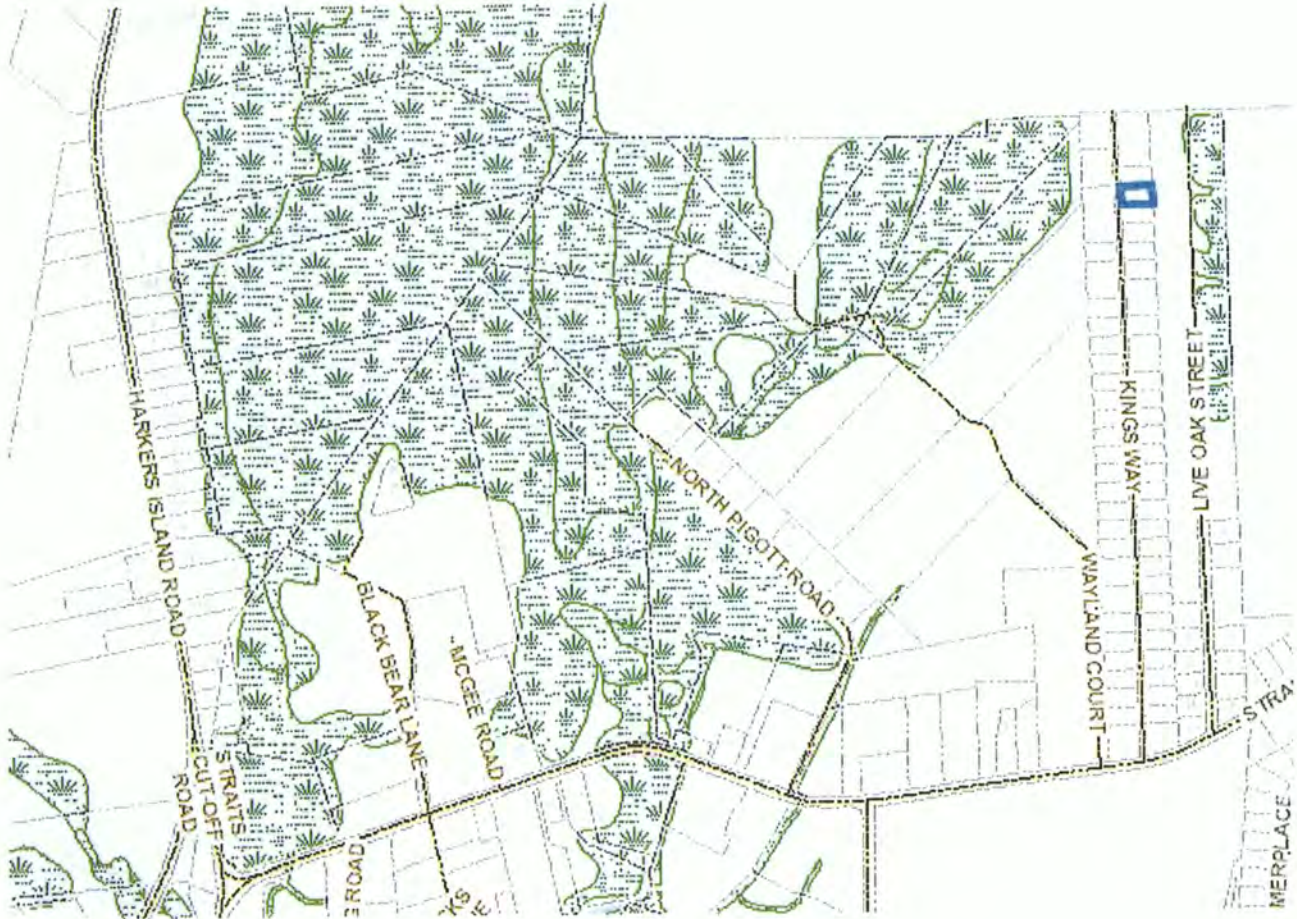
LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd Adj	Eff Rate	Value
1	200	092001	60	RESIDENTIAL LOT	115.000	.10	1.00	1.00	1.00	.75	1.06	1.000	9.200	1,840

350 Kings Way Road

W L Stafford Land - Straits

7337.04.81.6268000



Outstanding Taxes and Fees: \$2,070

Tax Value: \$1,219

Estimated Market Value: \$1,219

Subject Site Valuation

The subject site, 100' X 170' is located at the north terminus of Kings Way Lane, on the east side of the "street". This road is a dirt road for a few hundred feet, but thereafter is just a right-of-way and very difficult to use.

The subject is 2,960' from Straits Road.

There is only one house on Kings Way Road. A very unkempt "backyard" off of Live Oak Street has frontage on Kings Way, is an eyesore, and looks like a junkyard just 175' north of Straits Road on the east side of Kings Way. This presents a very unattractive view for residential development.



There has been only one lot sale for many years and it actually fronts on Straits Road. It is valuable as a benchmark only for what a residential building lot is worth on Straits Road. It contains .729 acres (subject contains .39 acres) and sold recently for \$24,000. The subject lot would be expected to have a value of about \$12,190 if Kings Way Road were paved. As it is, rights exist to provide access, but from a practical standpoint, it is only legally accessible in terms of being a viable residential building lot. It has been adjusted down 90%.

Excise Tax: -0-

Parcel No.: 733704816268

This instrument drafted by:
After recording mail to :

✓ BEVIN W. WALL, ATTORNEY
P.O. Drawer 310
Newport, NC 28570

Brief description for the Index: L 62 W L Stafford

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Melanie Arthur
Carteret County Register of Deeds
CS Date 07/20/1999 Time 14:57:00
GR 862071 Page 1 of 3

COMMISSIONER'S DEED
TAX FORECLOSURE

THIS DEED made this 20 day of July, 1999 by and between BEVIN W. WALL, COMMISSIONER, pursuant to an Judgment of the Court in that certain proceeding entitled Carteret County v. Charles Lawrence James, et al., File No. 96-CVD-
812 Carteret County Clerk of Superior Court (Grantor); to CARTERET COUNTY (Grantee) having a mailing address of: Courthouse Square, Beaufort, NC 28516.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H :

THAT WHEREAS, the said Bevin W. Wall, Commissioner, being empowered and directed by an Judgment in the said action, did, on the 5th day of November, 1996, after due advertisement according to law, and as directed by said Judgment, expose the land hereinafter described to public sale, at the door of the Carteret County Courthouse, where and when the said Grantee became the last and highest bidder for said lands in the sum of \$2,070.00; and whereas, more than ten (10) days elapsed after said sale and the report thereof to the Court without any advanced or upset bid being offered and without any exceptions being filed, and the sale was then confirmed, and the said Bevin W. Wall, Commissioner, as aforesaid, was ordered by said Judgment and subsequent Order and Confirmation to execute a deed in fee simple to said Purchaser, the Grantee herein, upon payment of said purchase money; and whereas, said purchase money has been paid in full;

NOW, in consideration of the premises, the said Bevin W. Wall, Commissioner, as aforesaid, does hereby grant, bargain,

Carteret Co v: James, et al.
RE: Parcel No. 733704816268

BOOK 862 PAGE 71

③

sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Carteret County, North Carolina and more particularly described as follows:

a. Parcel No. 733704816268:

Lying and being situate in Straits Township, Carteret County, North Carolina and being ALL of LOT NO. 62, as shown on a private map made for W.L. Stafford; and being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the east line of the W.L. Stafford land, said iron stake also being located N 4-00 E, 3,000 feet from the southeast corner of the W.L. Stafford land as described in Deed Book 211, Page 71, Carteret County Registry; thence running N 86-0 W, 170 feet to a stake; thence running N 4-0 E, 100 feet to a stake; thence running S 86-0 E, 170 feet to a stake; thence running S 4-0 W 100 feet to a stake, the POINT OF BEGINNING; and being the same property conveyed to James by Deed at Book 329, Page 332, Carteret Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the said Bevin W. Wall, Commissioner, has hereunto set his hand and seal the day and year first above written.



BEVIN W. WALL (SEAL)
COMMISSIONER

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

NOTARY ACKNOWLEDGMENT FOR INDIVIDUALS

I, Greta D. Wicks, a Notary Public of the County and State aforesaid, certify that BEVIN W. WALL, COMMISSIONER, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument in his capacity as Commissioner.

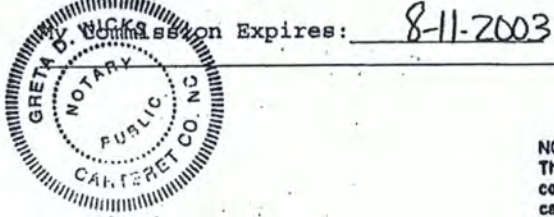
Carteret Co v. James, etal.
RE: Parcel No. 733704816268

BOOK 862 PAGE 71

Witness my hand and official stamp or seal, this the
20 day of July, 1999.

(Notarial Seal)

Greta D. Wicks
Notary Public



NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are
certified to be correct. This instrument and this certifi-
cate are duly registered at the date and time and in
the Book and Page shown on the first page hereof.

MeJanie Arthur, Register of Deeds
By Cynthia J. Smith
-Acting Deputy Register of Deeds

Carteret Co v: James, etal.
RE: Parcel No. 733704816268

BOOK 862 - PAGE 71

RT 090020.041.000
 PID E 7337.04.81.6268000

COUNTY OF CARTERET
 302 COURTHOUSE SQUARE
 BEAUFORT NC 28516

2021
 7,950 PY Val

1,219 MKT
 USE
 DEF
 .390 ACRES

CARD 001
 1,219 LAND 001
 BLDG 000
 XFOB 000

LISTER 3/03/2006 VDWY
 TWP STRAITS CITY
 LOT 62 BLK
 NBHD 09002000 USE 002100 COUNTY GOVERN
 LEGAL: W L STAFFORD LAND STRAITS

FIRE MARSHALLBERG FIRE
 PL BK/PG PLAT
 DEED 862 71 AICUZ

RESCUE OTWAY RESCUE OTHER
 ADDRESS 0000350 KINGS WAY GLOUCESTER 28528
 PRINTED 5/26/2021 BY PHARRISO

LAND

Seq	Zone	Code	Use	Description	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1	100	092001	FF	RESIDENTIAL LOT	100.000	115.000	.10	1.00	1.00	1.00	1.06	1.06	1.000		12.190	1,219

972 Marshallberg Road
Lot West Side SR 1347 Marshall Berg.
7346.11.56.9351000



Outstanding Taxes and Fees: Deed in lieu of foreclosure

Tax Value: \$3,916

Estimated Market Value: \$1,569

Subject Site Valuation

The subject site dimensions are 39' X 147' (.132 acres). The site fronts the west side of Marshallberg Road about 1000' north of its intersection with Star Church Road.

The Carteret County Department of Environmental Health was contacted and it was learned that the subject was been denied a septic permit in 2002. Based on this fact, the standard 75% downward adjustment was applied. Observing the low quality of surrounding development and the fact that a large amount of land surrounding subject is owned by one party, the market of potentially interested buyers appears below average. Therefore, the likely sales price should be expected below the assessed value.

NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Notary Public(s) is/are
certified to be correct. This instrument and this certifi-
cate are duly registered at the date and time and in
the Book and Page shown on the first page hereof.

By Melanie Arthur, Register of Deeds
Melanie Arthur
Register of Deeds

Space Above This Line For Recording Data

Prepared By: Samuel A. McConkey, Jr., Attorney at Law

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

Documentary Stamps: \$0.00
Parcel #7346.11.56.9351000

THIS WARRANTY DEED made and entered into this 28th day of May, 2002, by and
between:

JOHN A. HILL, unmarried
of
Carteret County, North Carolina
(hereinafter "GRANTOR")

and

COUNTY OF CARTERET
whose address is:
Courthouse Square
Beaufort, NC 28516
(hereinafter "GRANTEE")

The designation GRANTOR and GRANTEE as used herein shall include said parties, their
heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as
required by context.

WITNESSETH:

That the GRANTOR, for a valuable consideration paid by the GRANTEE, the receipt of
which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto
the GRANTEE in fee simple, all that certain lot, tract or parcel of land situated in Marshallberg
Township, Carteret County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

BOOK 943 PAGE 224

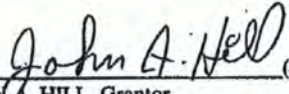
(2)

The above described property is conveyed and accepted subject to such easements, restrictions and rights of way as appear of record in the Carteret County Registry.

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land and all privileges and appurtenances thereto belonging to the GRANTEE in fee simple.

And the GRANTOR covenants with the GRANTEE, that GRANTOR is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that GRANTOR will warrant and defend the title against the lawful claims of all persons whomsoever excluding the exceptions stated herein and designated on the map referred to above.

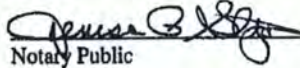
IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.


JOHN A. HILL, Grantor (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, a Notary Public of the county and state aforesaid, do hereby certify that JOHN A. HILL personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28th day of May, 2002.


Notary Public

My commission expires: 7/12/2003



BOOK 43 PAGE 234

EXHIBIT A

STATE OF NORTH CAROLINA
COUNTY OF CARTERET
TOWNSHIP OF MARSHALLBERG

Being part of Helen Hill Homeplace and more particularly described as follows:

Beginning at an iron pipe in the west right of way line of S. R. #1347 said point being the following courses and distances from the intersection of the centerlines of S. R. #1347 and S. R. #1346: N 3-27-40 W, 505.30 feet to PK, thence N 7-06-20 W, 542.63 feet to a point; thence S 83-00 W, 30.0 feet to the point of beginning; thence from said point of beginning, continuing S 83-00 W, 146.90 feet to an iron stake; thence N 9-00 W, 39.02 feet to an iron stake; thence N 83-00 E, 148.26 feet to an iron stake in the western right of way line of S. R. #1347; thence S 7-00 E, 39.0 feet to the point of beginning. In accordance with survey for John Hill dated April 10, 1990, by Powell-Phillips Surveying, PA.

943 PAGE 224

RT 070001.022.000
PID E 7346.11.56.9351000

CARTERET COUNTY
COUNTY EXEMPTION
302 COURTHOUSE SQUARE
BEAUFORT NC 28516

2021
17,381 PY Val

3,916 MKT
USE
DEF
.132 ACRES

CARD 001
3,916 LAND 001
BLDG 000
XFOB 000

LISTER 2/23/2006 RCTM
TWP MARSHALLBERG CITY

FIRE MARSHALLBERG FIRE
PL BK/PG PLAT
DEED 943 224 AICUZ

RESCUE OTWAY RESCUE OTHER
ADDRESS 0000972 MARSHALLBERG RD MARSHALLBERG 28553
PRINTED 5/26/2021 BY PHARRISO

NBHD 07000100 USE 002100 COUNTY GOVERN
LEGAL: LOT WEST SIDE SR 1347 MARSHALL BERG.

SALES

IN	Q	RC	M	V	Sale Date	Sale Price	Number	Type	Description	Issued	Schd	Complt	Revisit	Act	Complt	Amount
WD	U	14		V	5/30/2002											

BUILDING PERMITS

LAND

Seq	Zone	Code	Use	Description	UT	Price	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	39	070101	60	RESIDENTIAL LOT	FF	325.000	.25	1.00	1.00	1.00	1.25	.99	1.000		100.410		3,916

827 Merrimon Road

North River

7319.03.03.5256000

.482 acre vacant residential lot



Outstanding Taxes and Fees: \$2,565.00

Tax Value: \$19,512

Estimated Market Value: \$9,756

Subject Site Valuation

The subject site fronts the west side of Merrimon Road 100', with an average depth of 210', and a rear yard of 100', containing .482 acres. The front half of the site has 1.5' to 2' elevations, while the rear half is less than 1.5'. The tax assessment, prior to examining the site characteristics as a single property, is based on estimated lot value of \$19,512.

A search was conducted for vacant land sales in the subject neighborhood, but none were found. The subject assessment was based on abstracting land values from surrounding neighborhoods. Other similar size lots are assessed equitably. We have nothing from CCDEH indicating septic denial. Given the low elevations, we think a 50% adjustment is merited until further evidence that may indicate the site cannot be developed.



RT 110003.435.000
 PID E 7319.03.03.5256000

CARTERET COUNTY
 COUNTY EXEMPTION
 302 COURTHOUSE SQUARE
 BEAUFORT NC 28516

2021
 19,512 PY Val

19,512 MKT
 USE
 DEF
 .482 ACRES

CARD 001
 LAND 001
 BLDG 000
 XFOB 000

LISTER 7/26/2011 VWD

TWP BEAUFORT CITY

LOT BLK

NBHD 11000300 USE 002100 COUNTY GOVERN

LEGAL: LOT MERRIMON ROAD

FIRE NORTH RIVER FIRE
 PL BK/PG PLAT
 DEED 786 785 AICUZ

RESCUE BEAUFORT RESCUE
 ADDRESS 0000000
 PRINTED 5/18/2021 BY PHARRISO

OTHER

LAND

Seq	Zone	Code	Use	Description	UT	Price	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff Rate	Value
1	100	110301	60	RESIDENTIAL LOT	FF	175.000	1.00	1.00	1.00	1.00	1.00	1.11	1.000		195.120	19,512

Excise Tax: -0-

Parcel No.: 731903035256

This instrument drafted by:
After recording mail to :

BEVIN W. WALL, ATTORNEY
P.O. Drawer 310
Newport, NC 28570 ✓

Brief description for the Index: Merrimon, Beaufort

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

COMMISSIONER'S DEED
TAX FORECLOSURE

THIS DEED made this 3rd day of October, 1996 by and between BEVIN W. WALL, COMMISSIONER, pursuant to an Judgment of the Court in that certain proceeding entitled Carteret County v. Jessie Thomas, et al., File No. 96-CVD-256, Carteret County Clerk of Superior Court (Grantor); to CARTERET COUNTY, a body politic of the State of North Carolina (Grantee) having a mailing address of Courthouse Square, Beaufort, North Carolina 28516;

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H :

THAT WHEREAS, the said Bevin W. Wall, Commissioner, being empowered and directed by an Judgment in the said action, did, on the 23rd day of July, 1996, after due advertisement according to law, and as directed by said Judgment, expose the land hereinafter described to public sale, at the door of the Carteret County Courthouse, where and when the said Grantee became the last and highest bidder for said lands in the sum of \$2,565.00; and whereas, more than ten (10) days elapsed after said sale and the report thereof to the Court without any advanced or upset bid being offered and without any exceptions being filed, and the sale was then confirmed, and the said Bevin W. Wall, Commissioner, as aforesaid, was ordered by said Judgment and subsequent Order and Confirmation to execute a deed in fee simple to said Purchaser, the Grantee herein, upon payment of said purchase money; and whereas, said purchase money has been paid in full;

NOW, in consideration of the premises, the said Bevin W. Wall, Commissioner, as aforesaid, does hereby grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Carteret County,

BOOK 786 PAGE 785 (5)

North Carolina and more particularly described as follows:

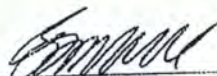
a. Parcel No. 731903035256

Lying and being situate in Merrimon Township, Carteret County, North Carolina and being more particularly described as follows:

BEING a certain lot bounded on the east by North River Road, on the south by the lands of John Murrell (now or formerly), and on the north by the land of Charlie Davis (now or formerly), and BEGINNING at an iron stake in the western line of the North River Road, said stake standing 110 feet measured in a southerly direction along the west right of way of the North River Road from the intersection of said line and the northern line of the land of Charlie Davis (now or formerly), being his northeast corner; thence with said BEGINNING in a westerly direction and perpendicular to the road 210 feet to another iron stake; thence in a southerly direction and parallel to the road 100 feet; thence in an easterly direction and perpendicular to the road 210 feet to a stake in the western margin of said road; thence in a northerly direction along and with the western right of way of the road, 100 feet to the point of BEGINNING, and being the same property conveyed to Thomas by Carolina Model Home Corporation by Deed recorded at Book 335, Page 212, Carteret County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the said Bevin W. Wall, Commissioner, has hereunto set his hand and seal the day and year first above written.



BEVIN W. WALL (SEAL)
COMMISSIONER

BOOK 786 PAGE 785

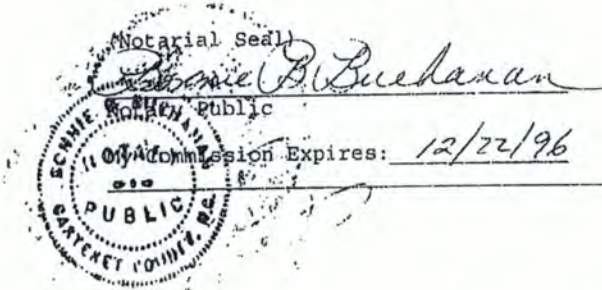
STATE OF NORTH CAROLINA

COUNTY OF CARTERET

NOTARY ACKNOWLEDGMENT FOR INDIVIDUALS

I, Bonnie B Buchanan, a Notary Public of the County and State aforesaid, certify that BEVIN W. WALL, COMMISSIONER, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument in his capacity as Commissioner.

Witness my hand and official stamp or seal, this the 30th day of October, 1996.



NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate(s) of Bonnie B Buchanan is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 786 Page 282. This 30 day of Oct, 1996 at 11:26 O'clock A.M.

Sharon Piner
Register of Deeds

By [Signature]
Assistant, Deputy

BOOK 786 PAGE 285

807 Merrimon Road

North River

7319.03.03.6037000

.19 acre vacant residential lot



Outstanding Taxes and Fees: \$4,088.00

Tax Value: \$12,857

Estimated Market Value: \$12,857

Subject Site Valuation

The subject site fronts the west side of Merrimon Road 70', with an average depth of 155', and a rear yard of 95', containing .19 acres. The site has 2.5' to 3' elevations. The tax assessment, prior to examining the site characteristics as a single property, is based on estimated lot value of \$12,857.

A search was conducted for vacant land sales in the subject neighborhood, but none were found. The subject assessment was based on abstracting land values from surrounding neighborhoods. Other similar size lots are assessed equitably. We have nothing from CCDEH indicating septic denial.



RT 110003.447.000
PID E 7319.03.03.6037000

CARTERET COUNTY
COUNTY EXEMPTION
302 COURTHOUSE SQUARE
BEAUFORT NC 28516

2021
12,857 PY Val

12,857 MKT
USE
DEF
.190 ACRES

12,857
CARD 001
LAND 001
BLDG 000
XFOB 000

LISTER 8/07/2006 WYTM
TWP BEAUFORT CITY
LOT BLK
NBHD 11000300 USE 002100 COUNTY GOVERN
LEGAL: NORTH RIVER

PL BK/PG
FIRE NORTH RIVER FIRE
DEED 786 861 AICUZ

RESCUE BEAUFORT RESCUE OTHER
ADDRESS 0000000

PRINTED 5/18/2021 BY PHARRISO

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	79	105	60	RESIDENTIAL LOT 79.000 FF	175.000	1.00	1.00	1.00	1.00	1.10	.84	1.000		162.746		12,857

Excise Tax: -0-

Parcel No.: 731903036037

This instrument drafted by:
After recording mail to :

BEVIN W. WALL, ATTORNEY
P.O. Drawer 310
Newport, NC 28570 ✓

Brief description for the Index: Merrimon, Beaufort

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

COMMISSIONER'S DEED
TAX FORECLOSURE

THIS DEED made this 30th day of October, 1996 by and between BEVIN W. WALL, COMMISSIONER, pursuant to an Judgment of the Court in that certain proceeding entitled Carteret County v. Marshall Johnson Heirs, etal., File No. 95-CVD-1113, Carteret County Clerk of Superior Court (Grantor); to CARTERET COUNTY, a body politic of the State of North Carolina (Grantee) having a mailing address of Courthouse Square, Beaufort, North Carolina 28516;

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H :

THAT WHEREAS, the said Bevin W. Wall, Commissioner, being empowered and directed by an Judgment in the said action, did, on the 19th day of March, 1996, after due advertisement according to law, and as directed by said Judgment, expose the land hereinafter described to public sale, at the door of the Carteret County Courthouse, where and when the said Grantee became the last and highest bidder for said lands in the sum of \$4,088.00; and whereas, more than ten (10) days elapsed after said sale and the report thereof to the Court without any advanced or upset bid being offered and without any exceptions being filed, and the sale was then confirmed, and the said Bevin W. Wall, Commissioner, as aforesaid, was ordered by said Judgment and subsequent Order and Confirmation to execute a deed in fee simple to said Purchaser, the Grantee herein, upon payment of said purchase money; and whereas, said purchase money has been paid in full;

NOW, in consideration of the premises, the said Bevin W. Wall, Commissioner, as aforesaid, does hereby grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Carteret County,

BOOK 786 PAGE 861 (3)

North Carolina and more particularly described as follows:

a. Parcel No. 731903036037/11008A0112:

Lying and being situate in the Beaufort Township, Carteret County, North Carolina and being more particularly described as follows:

BEGINNING at the northeast corner of the John Johnson property (Reference: Book 234, Page 558, Carteret Registry), where the same intersects with NCSR 1300; and running thence with the John Johnson north line in a southwest direction 160 feet, more or less, to a point in the Marie J. Mushangazhiki east line; thence in a northwest direction paralleling NCSR 1300, 95 feet, more or less, to a point in the southern margin of a dirt 15' access road (said access road having as a northern boundary the property of Clifton Smith, Jr. (Reference Book 330, Page 363, Carteret Registry); thence running in an easterly direction with the southern margin of the access road to a point in the western right of way of NCSR 1300; thence running southeasterly with the west margin of NCSR 1300 70 feet, more or less, to the BEGINNING; and being a portion of the property conveyed to Marshall Johnson by Deed recorded at Book 108, Page 593, Carteret Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the said Bevin W. Wall, Commissioner, has hereunto set his hand and seal the day and year first above written.



BEVIN W. WALL (SEAL)
COMMISSIONER

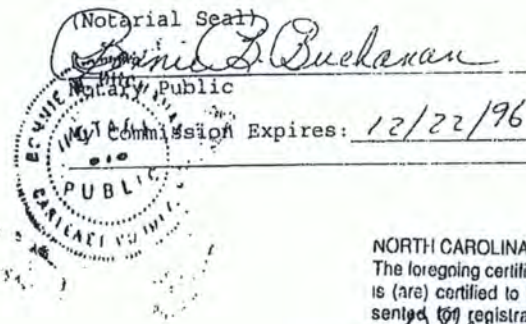
BOOK 786 PAGE 861

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

NOTARY ACKNOWLEDGMENT FOR INDIVIDUALS

I, Bonnie B. Buchanan, a Notary Public of the County and State aforesaid, certify that BEVIN W. WALL, COMMISSIONER, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument in his capacity as Commissioner.

Witness my hand and official stamp or seal, this the 30th day of October, 1996.



NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Bonnie B. Buchanan is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 346 Page 81.
This 30th day of October, 1996 at 3:08 O'clock P.M.

Sharon Piner
Register of Deeds
By Marcy Shivers
Assistant, Deputy

BOOK 346 PAGE 81

266 Point Road
LOT SR 1156 Mill Creek
6377.01.47.8717000

.072 acre vacant tract



Outstanding Taxes and Fees: Unknown

Tax Value: \$7,578

Estimated Market Value: \$2,500 (see comments)

Subject Site Valuation

The property record card does not list a deed reference. The last known action on the PRC was as of 2/11/2000. The Register of Deeds records (Grantor/Grantee index) were searched 5 years prior and after this date, but the deed could not be found. Therefore, it is not known how the County came into possession of the tract or what the financial tax history is. The tract is too small (.072 acres) for most development (55' X 55' less one corner). The smallest mobile home lot identified in the neighborhood is about .25 acres.

The subject site fronts the westerly side of Point Road about 32' near its southern terminus. It is surrounded by a 20.5 acre tract owned by Michael Bell. The site has 15' to 17' elevations. The tax assessment, prior to examining the site characteristics as a single property, was based on the site being a typical, developable site. There is no zoning in this location, so development is not statutorily prohibited, but its dimensions will not accommodate even a mobile home.

A recent appeal indicated single family lot values for .25 acre to .50 acre sites to be in the \$25,000 to \$35,000 range. Estimated lot value of \$2,500 is based on the site being able to accommodate a tiny house, or camper, etc..

PID E 6377.01.47.8717000

CARTERET COUNTY
COUNTY EXEMPTION
302 COURTHOUSE SQUARE
BEAUFORT NC 28516

2021
7,578 PY Val

7,578 MKT
USE
DEF
.072 ACRES

CARD 001
7,578 LAND 001
BLDG 000
XFOB 000

LISTER 2/11/2000 HW

TWP HARLOWE CITY

LOT BLK

NBHD 12000100 USE 002100 COUNTY GOVERN

LEGAL: LOT SR 1156 MILL CREEK

FIRE MILL CREEK FIRE
PL BK/PG PLAT
DEED AICUZ

RESCUE MILL CREEK RESCUE OTHER
ADDRESS 0000266 POINT RD NEWPORT 28570
PRINTED 5/18/2021 BY PHARRISO

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd Adj	Eff Rate	Value
1	50	120101	63	RESIDENTIAL LOT 50.000 FF	235.000	1.00	1.00	1.00	1.00	.65	.64	1.000	151.560	7,578

141 Sowers Drive

L14 WAYNE SOWERS BEAUFORT

7309.01.35.2668000

.466 acre vacant residential lot



Outstanding Taxes and Fees: \$690.37

Tax Value: \$3,654

Estimated Market Value: \$1,462 (see comments)

Subject Site Valuation

The subject site fronts the west side of Sowers Drive 95', with a depth of 216', containing .466 acres. The site has 8' elevations. The tax assessment, prior to examining the site characteristics as a single property, is based on estimated lot value of \$14,618. CCDEH denied septic approval based on 12/18/1992 testing reports. The site was assessed at \$14,618 prior to adjustment for septic denial. This is county-wide policy. However, in this case, we have learned through additional investigation that it is also covered in wetlands, so the value is estimated at 10% of the developable value.

Sowers Drive is a dirt road off Laurel Road, which runs east-west between Hwy 101 and Merrimon Road. One similar residential lot sale was identified in the neighborhood. It is about the same size and sold for \$15,000.

PID E 7309.01.35.2668000
 LISTER 11/01/2018 EWVD
 TWP BEAUFORT CITY
 LOT BLK
 NBHD 11002800 USE 002100 COUNTY GOVERN
 LEGAL: L14 WAYNE SOWERS BEAUFORT

CARTERET COUNTY
 COUNTY EXEMPTION
 302 COURTHOUSE SQUARE
 BEAUFORT NC 28516

2021
 14,618 PY Val

3,654 MKT
 USE
 DEF
 .466 ACRES

CARD 001
 3,654 LAND 001
 BLDG 000
 XFOB 000

FIRE NORTH RIVER FIRE
 PL BK/PG 23 32 PLAT
 DEED 1621 141 AICUZ

RESCUE BEAUFORT RESCUE OTHER
 ADDRESS 0000141 SOWERS DR BEAUFORT 28516
 PRINTED 5/18/2021 BY PHARRISO

SALES				BUILDING PERMITS												
IN	Q	RC	M	V	Sale Date	Sale Price	Number	Type	Description	Issued	Schd	Complt	Revisit	Act	Complt	Amount
WD	V	0I	V		10/16/2018											

LAND

Seq	Zone	Code	Use	Description	UT	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	94	112808	60	MOBILE HOME LOT	94.000	135.000	.25	1.00	1.00	1.00	1.03	1.11	1.000		38.872		3,654



FILE # 1621141

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
October 16, 2018 12:56:54 PM
TWN DEED 2 P
FEE \$26.00
FILE # 1621141

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No. 730901352668000 Verified by Carteret County on the ____ day of _____, 20__

By: _____

Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: L14 Wayne Sowers

THIS DEED made this 16th day of October, 2018, by and between

GRANTOR John Eden, unmarried 111 Howard Rd., Unit 3 Newport, NC 28570	GRANTEE County of Carteret, A Body Politic Courthouse Square Beaufort, NC 28516
---	---

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

BEING all of Lot 14 of the Wayne Sowers Subdivision as the same is shown and delineated on that certain map or plat appearing of record in Map Book 23, Page 32, Carteret County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1356, Page 349, Carteret County Registry.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

A map showing the above described property is recorded in Plat Book 23, Page 32, Carteret County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee, in fee simple.

②

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

John Eden (SEAL)
John Eden, unmarried

State of North Carolina
County of Carteret

I, the undersigned Notary Public of the County and State aforesaid, certify that John Eden, unmarried, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 10th day of October, 2018.

My Commission Expires:
7-7-2022
(Affix Seal)



Karen Pechie
Notary Public

C
TW



CARTERET COUNTY COURTHOUSE

ENVIRONMENTAL HEALTH DIVISION
CARTERET COUNTY

COURTHOUSE SQUARE
BEAUFORT, N. C. 28516

14 October 1993

Mr. Wayne Sowers
Rt. 2, Box 106 A
Newport, NC 28570

Subject: Lot 14, Wayne Sowers Subdivision (Tax #11-9-1-52)

Dear Mr. Sowers:

Based on our evaluation 12/18/92 the above lot was determined to be unsuitable due to a soil wetness condition (<12" from original soil surface, Rule .1942).

The lot was re-monitored with test wells to determine the actual soil wetness condition January, February and March of 1993. The actual soil wetness was determined to be less than twelve (12") inches.

Based on our 1993 rainfall data and the fact that you lost your rainfall data, this lot has been classified as unsuitable due to soil wetness condition (<12", Rule .1942).

We also enclose a copy of our letter dated 05/11/92 which we incorporate herein by reference. Please consider our letter dated 10/14/93 as a denial of an Improvement Permit for application dated 01/09/92.

You have the right to an informal review of this decision by the environmental health supervisor of this health department and also by the regional staff of the Department of Environment, Health, and Natural Resources. You may contact the health department to arrange for this further review.

You may also wish to obtain the services of a private consultant to collect site-specific data and submit such data and a system design to the health department for technical review. A written documentation, including engineering, hydrogeologic, geologic, or

Page 2
Mr. Wayne Sowers
October 14, 1993

soil studies indicates to the local health department and State Division of Environmental Health that a proposed septic tank system or a proposed alternative system can reasonably be expected to function satisfactorily.

The substantiating data from these studies must meet Rule .1948 (d) and indicate that:

- 1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
- 2) the effluent will not contaminate groundwater or surface water; and
- 3) the effluent will not be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

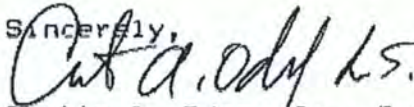
An alternative would be to pump the sewage to an approved location off-site if one is available.

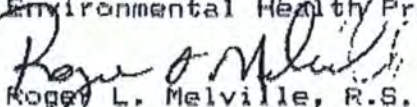
You have the right to a formal appeal of this decision if you file a petition for a contested case hearing with the Office of Administrative Hearings, P. O. Box 27447, Raleigh, NC 27611-7447. A copy of the petition form will be provided to you upon request. The petition must be received by the Office of Administrative Hearings within sixty (60) days after the date of this notice which is 10/14/93.

If you file a petition for a hearing you must send a copy of the petition to Richard B. Whisnant, Office of General Counsel, P. O. Box 27687, Raleigh, NC 27611-7687.

Please contact this office if you have any further questions or if we may be of further assistance.

Sincerely,


Curtis A. Oden, Jr., R.S.
Environmental Health Program Specialist


Roger L. Melville, R.S.
Environmental Health Supervisor II

143 Village Drive

L39 SEC-F Sportsman's Village South River

7415.04.72.5412000

.378 acre vacant residential lot



Outstanding Taxes and Fees: \$2,478.50

Tax Value: \$20,356

Estimated Market Value: \$20,000

Subject Site Valuation

The subject site fronts the north side of Village Drive 75' (wider across rear yard), with an average depth of 192', containing .378 acres. The site has 5' to 6' elevations. The tax assessment, prior to examining the site characteristics as a single property, is based on estimated lot value of \$20,356. CCDEH has no septic testing reports.

Two similar residential lot sales were identified in the neighborhood. They are about the same size and sold from \$20,000 to \$21,000.



PID E 7415.04.72.5412000
 LISTER 9/18/2017 AG
 TWP MERRIMON CITY
 LOT BLK
 NBHD 10000300 USE 002100 COUNTY GOVERN
 LEGAL: L39 SEC-F SPORTMAN VILLAGE SOUTH RIVER

CARTERET COUNTY
 COUNTY EXEMPTION
 302 COURTHOUSE SQUARE
 BEAUFORT NC 28516

2021
 20,356 PY Val
 20,356 MKT
 USE
 DEF
 .378 ACRES

CARD 001
 LAND 001
 BLDG 000
 XFOB 000

FIRE SRIVER/MERRIMON FIRERESCUE SOUTH RIVER RESCUE OTHER
 PL BK/PG 7 51 PLAT ADDRESS 0000143 VILLAGE DR BEAUFORT 28516
 DEED 1584 465 AICUZ PRINTED 5/18/2021 BY PHARRISO

SALES				BUILDING PERMITS												
IN	Q	RC	M	V	Sale Date	Sale Price	Number	Type	Description	Issued	Schd	Complt	Revisit	Act	Complt	Amount
WD	V	OP	V		8/18/2017	2,500										

LAND

Seq	Zone	Code	Use	Description	UT	Price	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	82	100301	60	RESIDENTIAL LOT	82.000	205.000	1.00	1.00	1.00	1.00	1.09	1.11	1.000		248.243		20,356



FILE # 1584465

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Karen S. Hardesty, Register of Deeds
By: Maria Hauer
Asst. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
AUGUST 18, 2017 02:27:53 PM
MARY DEED 2 P
FEE: \$28.00
NC REVENUE STAMP: \$5.00
FILE # 1584465

COMMISSIONER'S DEED

Excise Tax: \$5.00

Parcel Identifier No. 7415047254120000 Verified by Carteret County on the ___ day of ___, 20__
By: _____

Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: Lot 39, Section F, Sportsman Village

THIS DEED made this 15th day of August, 2017, by and between

GRANTOR	GRANTEE
C. R. Wheatly, Commissioner Wheatly, Wheatly, Weeks, Lupton & Massie, PA P O Box 360 Beaufort, NC 28516	County of Carteret, a Body Politic 302 Courthouse Square Beaufort, NC 28516

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

THAT WHEREAS, C. R. Wheatly, III, was appointed Commissioner under an order of the District Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret vs. Vivian Kay Delk Keziah and husband, Lester A. Keziah" [File No. 17-CVD-283]; and C. R. Wheatly, III was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, C. R. Wheatly, III, Commissioner, did on the 4th day of August, 2017, offer the land hereinafter - described at a public sale at the Carteret County Courthouse door, in Beaufort, North Carolina, and Carteret County became the last and highest bidder for said land for the sum of \$2,478.50; and the sale having been confirmed, and C. R. Wheatly, III, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

BOOK 1584 PAGE 465

2

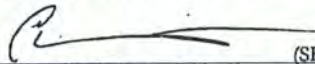
Now, in consideration of the premises and the sum of \$2,478.50, receipt of which is hereby acknowledged, C. R. Wheatly, III, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to Carteret County, and their successors, heirs and assigns, that property situated in Carteret County, North Carolina, and described as follows:

Lying and being in Merrimon Township, Carteret County, North Carolina and being all of Lot No. 39, Section F, Sportsman Village Subdivision, as shown on plat prepared by C & T Surveys, Inc., in June 1968, said plat recorded in Map Book 7, Page 51, Carteret County Registry.

This conveyance is made subject to Carteret County taxes, the payment of which shall be assumed by the purchaser.

To have and to hold the aforesaid tract of land, to Carteret County and its successors, heirs and assigns forever, in as full and ample manner as C. R. Wheatly, III, Commissioner, is authorized and empowered to convey the same.


IN WITNESS WHEREOF, C. R. Wheatly, III, Commissioner, has hereunto set his or her hand and seal.


C. R. Wheatly, III, Commissioner (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

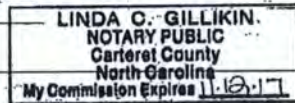
I, the undersigned Notary Public of the County and State aforesaid, certify that C. R. Wheatly, III, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 15th day of August, 2017.


Notary Public

My Commission Expires:

11-12-2017
(Affix Seal)



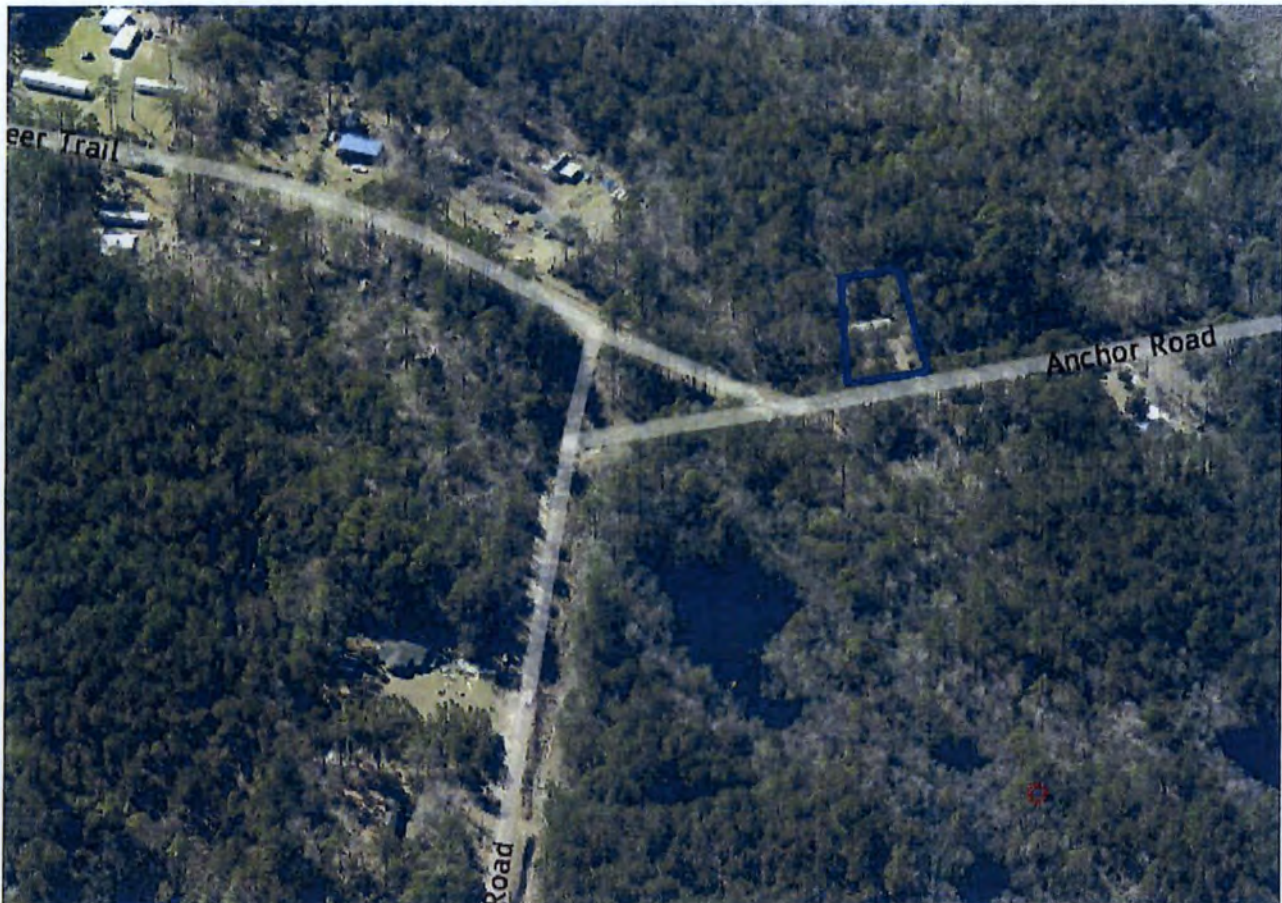
BOOK 1584 PAGE 465

253 Anchor Road

L61 S-F Sportsman's Village South River

7415.04.74.9218000

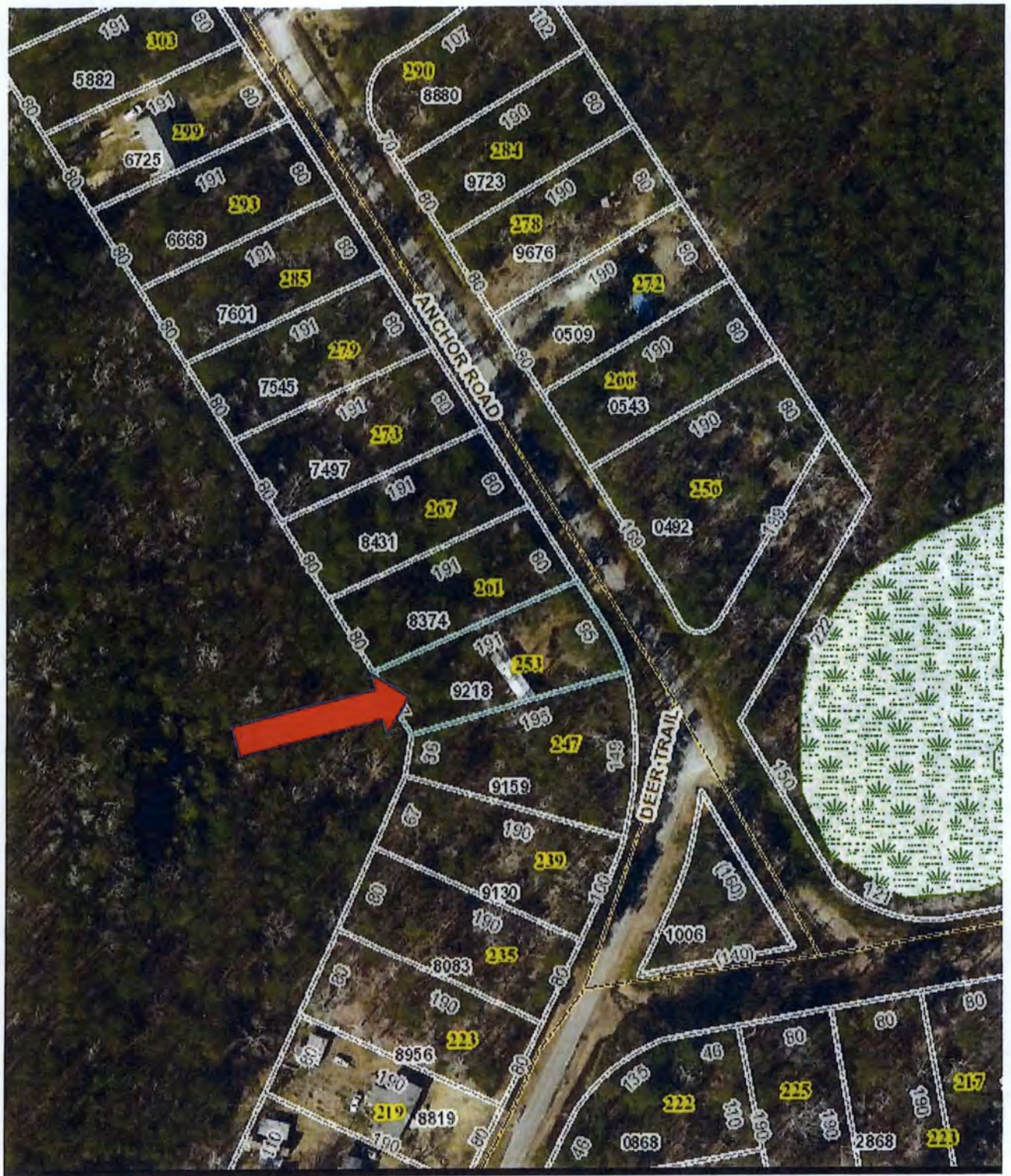
.376 acre lot with unoccupied SW mobile home



Outstanding Taxes and Fees: \$2,335.05

Tax Value: \$20,561

Estimated Market Value: \$20,000



Subject Site Valuation

The subject site fronts the west side of Anchor Road 95', has an average depth of 193', and a rear lot width of 67', containing .376 acres. The site has 5' to 6' elevations. The tax assessment, prior to examining the site characteristics as a single property, is based on estimated lot value of \$20,561. When the County initiated tax foreclosure proceedings in 2017, there was an old, occupied single wide mobile home on the site. It is still there. Based on its age at the time of foreclosure, the fact that several hurricanes have impacted the area since foreclosure, and the fact that it has been vacant with no air or heat for 4 years, no value is attributed to this part of the property.

Two similar residential lot sales were identified in the neighborhood. They are about the same size and sold from \$20,000 to \$21,000.



PID E 7415.04.74.9218000 CARTERET COUNTY 2021 20,561 MKT CARD 001
 COUNTY EXEMPTION 20,561 PY Val USE 20,561 LAND 001
 302 COURTHOUSE SQUARE DEF BLDG 000
 LISTER 9/18/2017 AG BEAUFORT NC 28516 .376 ACRES XFOB 000
 TWP MERRIMON CITY FIRE SRIVER/MERRIMON FIRERESCUE SOUTH RIVER RESCUE OTHER
 LOT BLK PL BK/PG 7 51 PLAT ADDRESS 0000253 ANCHOR RD BEAUFORT 28516
 NBHD 10000300 USE 002100 COUNTY GOVERN DEED 1583 118 AICUZ PRINTED 5/18/2021 BY PHARRISO
 LEGAL: L61 S-F SPORTSMANS VILLAGE SOUTH RIVER

SALES				BUILDING PERMITS												
IN	Q	RC	M	V	Sale Date	Sale Price	Number	Type	Description	Issued	Schd	Complt	Revisit	Act	Complt	Amount
OT	V	0I		V	7/31/2017											
OT	V	0I		V	7/19/2017											
OT	V	0I		V	7/19/2017											

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	85	193	60	RESIDENTIAL LOT	205.000	1.00	1.00	1.00	1.00	1.07	1.10	1.000		241.894		20,561

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Karen S. Hardesty, Registrar of Deeds
By: *Karen S. Hardesty*
Assistant Registrar of Deeds



FILE # 1582007

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesty
Carteret County, NC
July 19, 2017 11:08:13 AM
BNC DEED 2 P
FEE: \$26.00
FILE # 1582007

COMMISSIONER'S DEED

Excise Tax: \$0.00

Parcel Identifier No. 741504749218000 Verified by Carteret County on the ___ day of _____, 20__

By: _____

✓ Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: Lot 61, Section F, Sportsmans Village

THIS DEED made this 18th day of July, 2017, by and between

GRANTOR	GRANTEE
C. R. Wheatly, Commissioner Wheatly, Wheatly, Weeks, Lupton & Massie, PA P O Box 360 Beaufort, NC 28516	County of Carteret, A Body Politic 302 Courthouse Square Beaufort, NC 28516

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

THAT WHEREAS, C. R. Wheatly, III, was appointed Commissioner under an order of the District Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret vs. Geneva H. Bell, Sole Heir of Julian Vincent Bell, Deceased; and Estate of Louise C. Boling (Lienor)" [File No. 17-CVD-295]; and C. R. Wheatly, III was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, C. R. Wheatly, III, Commissioner, did on the 6th day of July, 2017, offer the land hereinafter - described at a public sale at the Carteret County Courthouse door, in Beaufort, North Carolina, and Carteret County became the last and highest bidder for said land for the sum of \$2,335.05; and the sale having been confirmed, and C. R. Wheatly, III, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

BOOK 1582 PAGE 7

②

Now, in consideration of the premises and the sum of \$2,335.05, receipt of which is hereby acknowledged, C. R. Wheatly, III, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to Carteret County, and his successors, heirs and assigns, that property situated in Carteret County, North Carolina, and described as follows:

Lying and being in Merrimon Township, Carteret County, North Carolina and being all of Lot 61, Sportsmans Village Subdivision, Section F, as shown on a plat prepared by C & T Surveys, Inc., dated June, 1068, according to a plat of record found in Map Book 7, Page 51, Carteret County Registry.

This conveyance is made subject to Carteret County taxes, the payment of which shall be assumed by the purchaser.

To have and to hold the aforesaid tract of land, to Carteret County and its successors, heirs and assigns forever, in as full and ample manner as C. R. Wheatly, III, Commissioner, is authorized and empowered to convey the same.

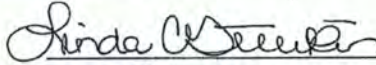
IN WITNESS WHEREOF, C. R. Wheatly, III, Commissioner, has hereunto set his or her hand and seal.

 (SEAL)
C. R. Wheatly, III, Commissioner

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, the undersigned Notary Public of the County and State aforesaid, certify that C. R. Wheatly, III, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 18th day of July, 2017.


Notary Public

My Commission Expires:
11.12.2017
(Affix Seal)

LINDA C. GILLIKIN
NOTARY PUBLIC
Carteret County
North Carolina
My Commission Expires 11.12.17

BOOK 1582 PAGE 7

146 Oak Lane

Lot – Oak Ln Off Hwy 70 Williston T Lena Fulcher Land

7348.02.87.1505000

.222 acres covered by wetlands



Outstanding Taxes and Fees: \$2,828.45

Tax Value: \$15,246

Estimated Market Value: \$1,525 (10%)



Subject Site Valuation

The subject site is nearly 100% covered in wetlands, having standing water and primarily 1.8' elevations. The tax assessment, prior to examining the site characteristics as a single property, was based on estimated lot value of \$15,246. After this investigation, we have determined that the site has very little utility and its value has been estimated at 10% of fair market value otherwise.

Several residential lot sales – for buildable tracts – were identified in the neighborhood. They range from about 1 acre to about 1.25 acres and sold from \$18,000 to \$30,000. They are superior to the subject, assuming subject had no wetlands.

PID E 7348.02.87.1505000 CARTERET COUNTY 2021 15,246 MKT CARD 001
 COUNTY EXEMPTION 19,819 PY Val USE 15,246 LAND 001
 302 COURTHOUSE SQUARE DEF BLDG 000
 LISTER 12/08/2017 EWVD BEAUFORT NC 28516 .222 ACRES XFOB 000
 TWP SMYRNA CITY FIRE DAVIS FIRE RESCUE OTWAY RESCUE OTHER
 LOT BLK PL BK/PG PLAT ADDRESS 0000146 OAK LN WILLISTON 28579
 NBHD 06000100 USE 002100 COUNTY GOVERN DEED 1590 397 AICUZ PRINTED 5/18/2021 BY PHARRISO
 LEGAL: LOT - OAK LN OFF HWY 70 WILLISTON T LENA FULCHER LAND

SALES				BUILDING PERMITS												
IN	Q	RC	M	V	Sale Date	Sale Price	Number	Type	Description	Issued	Schd	Complt	Revisit	Act	Complt	Amount
OT	V	0I	I		10/20/2017	3,000										

LAND

Seq	Zone	Code	Use	Description	UTPrice	Adj1	Adj2	Adj3	Adj4	Fadj	Dadj	Nbhd	Adj	Eff	Rate	Value
1	53	154	81 60	RESIDENTIAL LOT	200.000	1.00	1.00	1.00	1.00	1.18	1.02	1.000		242.000		15,246

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.



FILE # 1590397

Karen S. Hardesly, Register of Deeds
By: *[Signature]*
Asst. Deputy Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Karen S. Hardesly
Carteret County, NC
October 20, 2017 04:05:09 PM
BWC DEED 2 P
FEE: \$26.00
NC REVENUE STAMP: \$6.00
FILE # 1590397

COMMISSIONER'S DEED

Excise Tax: \$6.00

Parcel Identifier No. 734802871546000 Verified by Carteret County on the ____ day of _____, 20____

By: old PIN

✓ Mail/Box to: Wheatly, Wheatly, Weeks, Lupton & Massie, PA, P O Box 360, Beaufort, NC 28516

This instrument was prepared by: C. R. Wheatly, III

Brief description for the Index: Lot Lena Fulcher Land, Williston

THIS DEED made this 10 day of October, 2017, by and between

GRANTOR

GRANTEE

C. R. Wheatly, Commissioner
Wheatly, Wheatly, Weeks, Lupton & Massie, PA
P O Box 360
Beaufort, NC 28516

County of Carteret, a Body Politic
302 Courthouse Square
Beaufort, NC 28516

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

THAT WHEREAS, C. R. Wheatly, III, was appointed Commissioner under an order of the District Court of Carteret County, North Carolina, in the tax foreclosure proceeding entitled "County of Carteret vs. Karen Jane Banks, unmarried; Tanya Carolyn Banks Wichterman and husband, Matthew John Wichterman; Heirs at Law of Frances Fulcher, Deceased" [File No. 17-CVD-528]; and C. R. Wheatly, III was directed by the order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

WHEREAS, C. R. Wheatly, III, Commissioner, did on the 29th day of September, 2017, offer the land hereinafter described at a public sale at the Carteret County Courthouse door, in Beaufort, North Carolina, and Carteret County became the last and highest bidder for said land for the sum of \$2,828.45; and the sale having been confirmed, and C. R. Wheatly, III, Commissioner, having been ordered to execute a deed to the purchaser upon payment of the purchase money;

Now, in consideration of the premises and the sum of \$2,828.45, receipt of which is hereby acknowledged, C. R. Wheatly, III, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to Carteret County


and his successors, heirs and assigns, that property situated in Carteret County, North Carolina, and described as follows:

Lying and being in the Community of Williston, Smyrna Township, Carteret County, North Carolina and beginning at a point, which is the southwest corner of that tract of land that was conveyed to Adron Glen Wade and wife, Paula Morris Wade, in that Deed recorded in Book 1085, Page 133, Carteret County Registry, said point being further identified as to where the southwest corner of the above described tract would intersect with the eastern boundary of that tract of land owned by Debbie Davis and Jason Gillikin, designated Tract 1 in that Deed recorded in Book 1183, Page 471, Carteret County Registry; running thence from said Point or Place of Beginning and running with the southern boundary of that tract of land described in Book 1085, Page 133, Carteret County Registry, N 56-16-21 E, to where same would intersect with the northwest corner of that tract of land owned by Robert M. Hill, Jr., Trustee, and Susan F. Hill, Trustee, as set forth in that Deed recorded in Book 1341, Page 137, Carteret County Registry; running thence from said point and running with the Hill line S 2-35-51 E, 50 feet to a point, said point being the northwest corner of that tract of land described as Tract 2 in that Deed recorded in Book 1183, Page 471, Carteret County Registry; running thence along the western boundary of that tract of land described in Book 1183, Page 471, Carteret County Registry, southeastwardly to a point in Oak Lane; running thence along the northern boundary of Oak Lane in a southwestwardly direction to where same would intersect with the eastern boundary of that tract of land described as Tract 1 in Deed recorded in Book 1183, Page 471, Carteret County Registry; running thence from said point N 3-34-30 W to the Point or Place of Beginning, together with the right of ingress, egress and regress along Oak Lane and/or Williston Creek Road to U.S. Highway 70, over the existing easements.

This conveyance is made subject to Carteret County taxes, the payment of which shall be assumed by the purchaser.

To have and to hold the aforesaid tract of land, to Carteret County and its successors, heirs and assigns forever, in as full and ample manner as C. R. Wheatly, III, Commissioner, is authorized and empowered to convey the same.

IN WITNESS WHEREOF, C. R. Wheatly, III, Commissioner, has hereunto set his or her hand and seal.

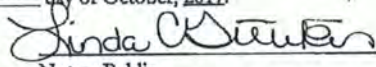

(SEAL)

C. R. Wheatly, III, Commissioner

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, the undersigned Notary Public of the County and State aforesaid, certify that C. R. Wheatly, III, Commissioner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 16 day of October, 2017.


Notary Public

My Commission Expires:

11-12-2017

LINDA O. GILLIKIN
NOTARY PUBLIC
Carteret County
North Carolina
My Commission Expires 11-12-17

BOOK 1590 PAGE 391

IV. Consent Agenda

5. Approval of Budget Amendment for the School Bond Project: \$558,944

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 21, 2021
Subject: School Bond Project Fund Budget Amendment

Attached for your consideration is a budget amendment that transfers up fronted School bond projects to account for improvements in one fund, the School Bond Construction Project Fund. Improvements such as chillers and building structure needs were random and were appropriated in two separate capital funds. The net increase to the School Bond Construction Project Fund is \$558,944. The attached budget amendment is recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: School Capital Fund

Date: 6/21/2021

Justification: To adjust the budget and move all upfronted bond project expenses into the School GO Bond Fund for easier accounting

Fund	Description	Account Number	Increase	Decrease	
School Capital	Revenue	Transfer School Bond Fund	421.98.3980.909	<u>950,558</u>	
	Total decrease in Revenues		<u>-</u>	<u>950,558</u>	
	Expenses	Upfronted bond projects	421.70.8168.84800	<u>-</u>	<u>950,558</u>
	Total decrease in Expenditures		<u>-</u>	<u>950,558</u>	
School Bond Capital Project Fund	Revenue	GO Bond Proceeds	434.70.3815.310	<u>558,944</u>	
	Total Increase in Revenues		<u>558,944</u>		
	Expenses	Transfer to Annual School Capital Fund	434.98.8100.62200		706,058
		Structural Building Improvements	434.70.6755.00000	252,670	
		HVAC Improvements	434.70.6755.10000	706,060	
		Building Improvements		215,000	
		Project Manager	434.70.6750.00000	<u>91,272</u>	
	Total Net Increase in Expenditures			<u>558,944</u>	

Chairman Board of Commissioners _____

Date: _____

IV. Consent Agenda

6. Approval of Administration Building Renovation Project Budget Amendment:
\$40,000

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 21, 2021
Subject: Administration Building Renovation Project Budget Amendment

Attached for your consideration is a \$40,000 budget amendment appropriating and transferring General Fund contingency funds to the Administration Building Renovation Project Fund. At the time of the project budget was adopted, some renovation expenses were unknown. Funding was set aside in contingency if needed. The attached budget amendment is recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: Administration Building Renovation

Date: 6/21/2021

Justification: To transfer contingency funds to the Administration Building Renovation Project for unknown renovation expenses

Fund	Description	Account Number	Increase	Decrease
Admin Bldg Proj Revenue	Transfer from General Fund	450.98.3980.900	<u>40,000</u>	-
Total Increase in Revenues			<u><u>40,000</u></u>	-
Expenses	Construction renovation	450.00.8100.60000	70,000	-
	Contingency	450.99.9900.90000		<u>30,000</u>
Total Increase in Expenditures			<u><u>40,000</u></u>	-
General Fund	Expenses	Transfer to Co Admin Renovation Fund	40,000	-
		Contingency	-	<u>40,000</u>
Total Increase in Expenditures			<u><u>-</u></u>	-

Chairman Board of Commissioners _____

Date: _____

IV. Consent Agenda

7. Approval of Contract Agreement – Bogue Inlet Semi-Annual Surveying (2021-2025)

Shore Protection Manager

Greg L. Rudolph
Tel: (252) 222.5835
Fax: (252) 222.5826
grudolph@carteretcountync.gov



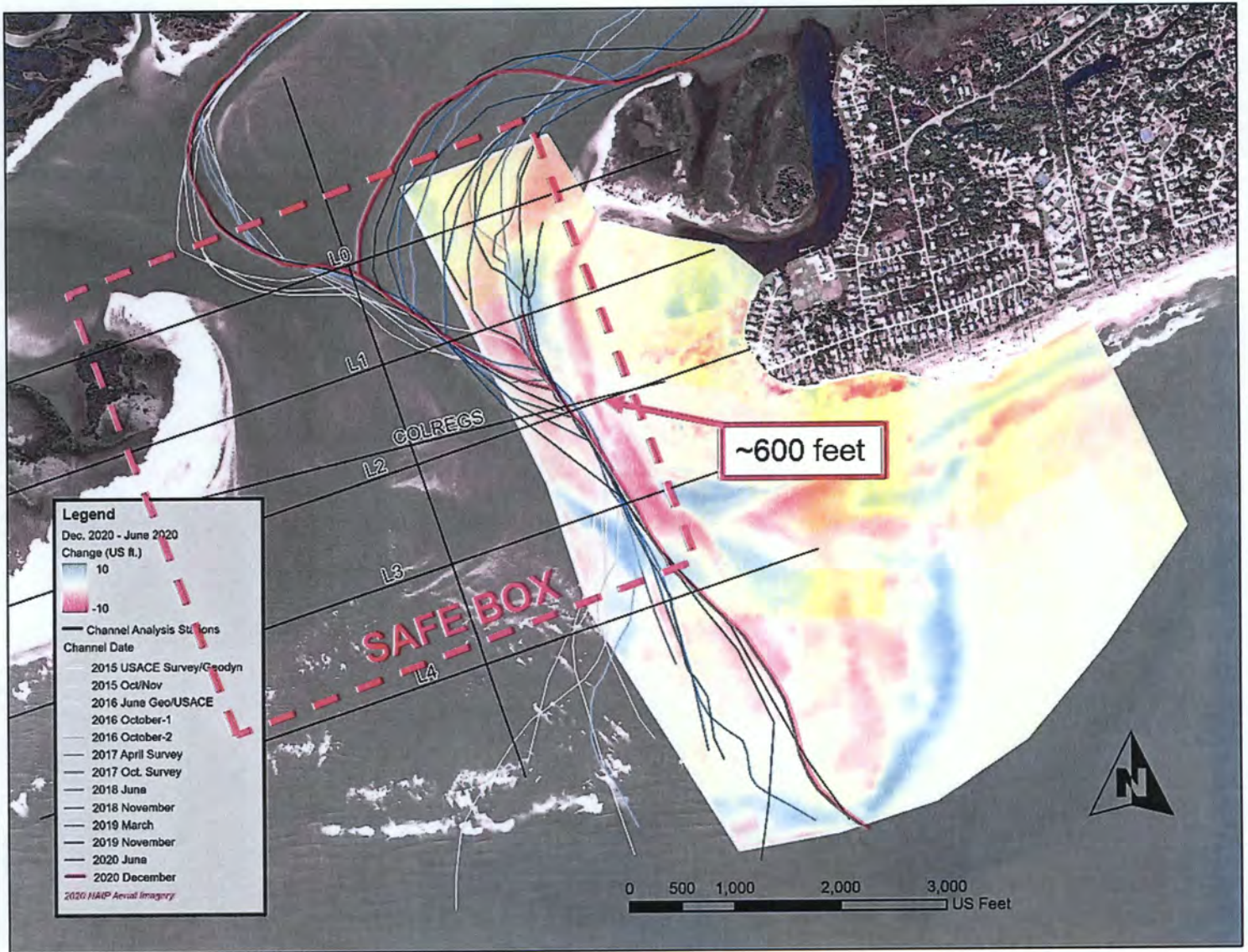
Memorandum

To: Carteret County Board of Commissioners (CBOC)
From: Greg "rudi" Rudolph
Date: June 21, 2021
Re: Contract Agreement – Bogue Inlet Semi-Annual Surveying (2021 – 2025)

The CBOC is respectfully requested to approve the attached contract with the firm of Geodynamics, LLC to continue our detailed surveying/monitoring work at Bogue Inlet. The Bogue Inlet scope of work is very much different than our annual surveys along the islands of Bogue Banks, Shackleford Banks, and Hammocks Beach State Park involving ~1,000 feet spaced profiles as the Bogue Inlet survey includes full topographic (land) and bathymetric (underwater) coverage of "the Point" in Emerald Isle and the adjacent channel and shoal complex related to Bogue Inlet. The detailed, full coverage survey at Bogue Inlet is conducted twice a year and a PowerPoint/pdf type report is subsequently generated/updated for each event. The survey and report are prepared and delivered at a discounted rate because of the flexibility afforded by the self-determined survey window, and Geodynamics' community discount applied to the effort.

The Bogue Inlet Survey work is a major component of our Bogue Banks Master Plan as we developed a "safe box" whereby future channel realignment events will be triggered once the channel itself migrates beyond the safe box and therefore closer to the Point. The semi-annual surveys are used to monitor how close the channel is to the safe box, and the footprint of the safe box was developed via a channel morphology and hydraulic assessment conducted as part of the Master Plan. In more practical terms, we first re-aligned (i.e., moved by dredging) Bogue Inlet away from the Point in Emerald Isle to a position equidistant between the Point and the eastern shoulder of Hammocks Beach in April 2005, and further anticipated a 15-year return period. Of course, we are now a year past this time stamp and the channel is approximately 600 feet from the safe box that would trigger the next channel realignment event (deliverable example - see "L2" and the channel positions on the next page). Obviously, this is a pleasant development and certainly a project success story. The Bogue Inlet Surveying helps us quantify these assessments and provides the measuring tool to help us objectively manage the inlet and adjacent shoreline.

The total annual sum of the subject contract is \$40,000 annually (or \$20,000 per survey event) for a total 5-year term (2021 – 2025). There is no annual escalation in the contract cost schedule, which also includes a -\$16,080 annual community discount (or -\$8,040 per event). This contract expenditure has been included in past Shore Protection Office budgets and in the forthcoming budget for FY 2021-22 as well.



**Description of Work for:
Bogue Inlet Bi-Annual Seamless Topo/Bathy Surveys
Carteret County, North Carolina**

2021 - 2025

1. General. The work shall consist of hydrographic surveying across the major tidal inlet morphological features of eastern Bogue Inlet and along the beachface on western Emerald Isle. The limits of the areas to be surveyed are shown on Figures 1. The objective of the survey is to collect bathymetric and topographic data at sufficient density to develop an accurate digital elevation model. The resulting surface model will be used to delineate major inlet features, evaluate sediment volumetric change, and serve as historical monitoring data to aid in inlet understanding and future permitting, etc.
2. Survey Control. All horizontal or vertical control used for this survey shall be from (or derived from) a North Carolina or a United States Agency network and be of third order accuracy or better. All work shall be relative to NAD 1983 North Carolina State Plane Feet in the horizontal plane and NAVD 1988 (NSRS) Feet in the vertical plane. The Contractor shall keep all records of control accuracy and accuracy checks on record indefinitely.
3. Hydrographic Data Collection. The hydrographic data collection for this project will consist of data collection within the inlet complex and the area of the offshore ebb shoal within the survey limits shown on Figure 1. The Contractor shall utilize hydrographic surveying techniques that meet or exceed the criteria for Class 1 Hydrographic Surveys as outlined in the U.S. Army Corps of Engineers Hydrographic Surveying Manual, EM 1110-2-1003 and Hydrographic Surveying Engineering Circular, EC 1130-2-210. Accuracy requirements for all hydrographic data collection shall be +/- 0.20 foot in the vertical plane and +/- 1.0 foot in the horizontal plane. The Contractor shall keep all records of control accuracy and accuracy checks on record indefinitely.
 - 3.1. DGPS RTK/OTF Requirements. The Contractor will utilize RTK/VRS corrected GPS to obtain orthometric heights in the required datum. The Contractor shall model the separation of the reference ellipsoid and the geoid to ensure accuracy levels are met. Update rates from the GPS receiver to the data collection processor shall operate at a minimum of 5 Hz to a maximum of 20 Hz. The Contractor is required to augment the DGPS data with appropriate heave, pitch, and roll corrections from an appropriate motion sensor device. The DGPS must be capable of tracking all satellites in view, using a minimum of five to resolve vertical and horizontal positions. Masking angles are not to be less than 15 degrees.
 - 3.2. Overlap Requirements. It is expected that the subaqueous portion of this survey will require data collection using both topographic and hydrographic techniques at Bogue Inlet. The Contractor is required to overlap topographic and hydrographic data a minimum of 15' within these transition areas.
 - 3.3. Temporal Requirements. The timing of the hydrographic survey shall be scheduled so as not to exceed a maximum of 7 days between overlapping segments. The Contractor will ensure that

overlapping data will not exceed a maximum vertical difference of 1.5 feet over a distance of 10 feet or greater along a specified line.

4. Survey Coverage At Bogue Inlet. The survey coverage of Bogue Inlet as shown in Figure 1 will employ a combination of shallow water singlebeam sonar and topographic profiles across the extreme shallow regions within the inlet and the spit on the east side of the inlet (west end of Bogue Banks / Emerald Isle). The Contractor shall use data acquisition techniques such to create the most accurate gridded surface to be comparable to previous surveys.

4.1. Topographic Survey Requirements. Elevations shall be collected at a spacing not to exceed 10 feet and at all significant breaks in grade. Overlap requirements shall conform to section 3.2 of this document.

4.2. Hydrographic Survey Requirements. Hydrographic surveys at Bogue Inlet will be conducted at high water conditions with the objectives of overlapping the wading depth survey limits across the middle ground shoal.

5. Required Data Deliverables. The Contractor is required to update previous analyses in the form of maps and a Power Point that will be updated after each biannual survey.

At a minimum the following analysis/products will be generated:

- Channel Orientation using most appropriate method (i.e. satellite images / survey)
- Topo-Bathy DEM
- DEM of change between current and most previous DEM
- Mean High Water (as dictated by the CCSPO...1.148 ft / 0.35 m (NAVD88 Vertical Datum) analysis on the EI beach face/"the point"

5.1. GIS Files. The Contractor shall generate and keep in house the following:

5.1.1. Shapefiles. The Contractor shall deliver Z value enabled shapefiles. Sample shapefiles with required fields and field definitions will be provided by the Government. The Contractor is required to deliver shapefiles of the following feature classes:

5.1.1.1. Contours. Shapefiles of (a) 1ft contours and (b) the mean high water contour, as defined in this SOW.

5.1.2. Grids. The Contractor is required to deliver ESRI ArcGIS ARC Grids of (a) the DEM and (b) the DEM of Change, compatible with version 9.3 Service Pack 1, comprised of all the elevation data captured under this Task Order.

5.2. Metadata Record. An FGDC compliant metadata record for each spatial data deliverable is required. The metadata record shall be created using ESRI ArcGIS ArcCatalog and compatible with version 9.3 Service Pack 1. Appropriate information shall be entered in all required fields. The metadata record shall be submitted on portable media with all other digital files.

5.3. Analysis & Reporting. Assessment of changes showing sources and sinks within the inlet ebb- and flood tide deltas, channel orientation and shoreline morphology between successive surveys / years. Analysis will be presented yearly to the Beach Commission.

6. Quality Control. Data for each profile line shall be quality-control checked for the following concerns:

- Data coverage from landward limits to seaward limits
- Capture of all features possible for the DEM
- Required accuracies
- Required horizontal and vertical datum
- Proper motion sensor corrections
- Data collection within required offset limits
- Required coverage of the survey limits
- Capture of all required features
- No crossing contours
- No conflicts between contours and terrain models or grids

7. Technical POC. All technical questions concerning work under this task order shall be directed to Ben Sumners or Kurt Baker at 252-247-5785

8. Schedule of Work. All deliverables shall be completed on the Contractors time frame. However, advanced notice of needing any deliverable item should be made ASAP.

9. Deliver To. All work shall be delivered to:
Greg "Rudi" Rudolph
Carteret County Shore Protection Office

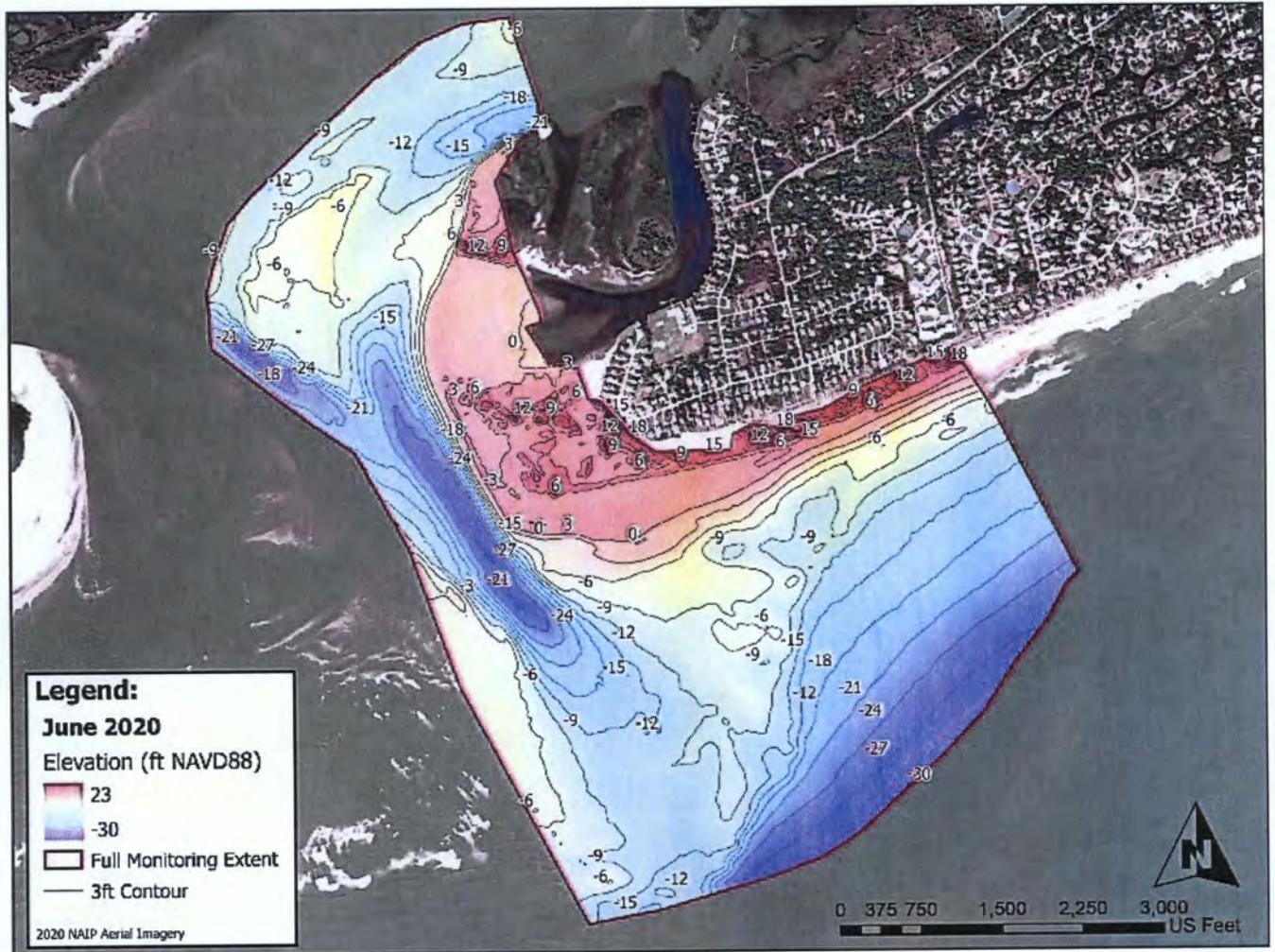


Figure 1: General survey extents.



Negotiated Schedule A Hourly Rates - Option Year 1 (2021)

Project Information

Client Name: **Carver County Shore Protection Office**
 Project Name / Description: **Bogue Inlet / El Pointe Seawall Topographic Surveys, Analysis + Reporting**
 Scope Name / Rev No: **SOW Bogue Inlet SPO Monitoring FINAL (rev 2021-25)**
 Contract / SubContract No: **TBD**
 Period of Performance: **Spring 2021 to Fall 2025**
 Cost Proposal Revision No: **v1**
 Proposal Date: **6/8/2021**

SOW Item No.	Task Description	Office Admin / Review		Field Support (Personnel)		Office Support (Labor / Hardware / Software)			Hydro Survey Support (Labor / Equip)		Land Survey Support (Labor / Equip)		ODC %		Total Task w/ Fee	% of 0	Task Total	
		Sr. Project Manager	Supervisory PL3	Cart Hydro Surveyor	Hydro Survey Tech	Surveying Technician	GIS Specialist Senior	GIS Specialist	GIS Tech	Hydro Crew/Vessel #/2P	GPS Survey Party Class #	ATV / Person / RTK	Laser Scanning (Mobile)	Milage Truck				Milage Towing boat
1	Project Planning / Admin / Presentation				1	2			2						\$0	\$475	2%	\$ 1,961
1	Project Planning & Logistics														\$0	\$189	1%	
2	Project Administration														\$0	\$189	1%	
3	Yearly Presentation to Beach Commission	1						8							\$0	\$1,295	5%	\$ 3,150
2	Offsite Setup - Breakdown / Mobilization - Demobilization (Hydro + Topo Crews = x2)				3	3									\$0	\$534	2%	11%
1	Offsite Preps & Setup														\$0	\$719	3%	
2	Mobilize to El								1		1			45	\$0	\$363	1%	
3	Onsite Setup / RTK Control Checks								2					12	\$0	\$719	3%	
4	Demobilize from El								1		1			45	\$0	\$716	3%	
5	Offsite Breakdown & Field Data Mgt.				3	3			1						\$0			\$ 14,454
3	Hydrographic & Mobile Laser Scanning Surveys																	
1	Hydrographic Survey								20						\$183	\$8,212	29%	52%
2	Mobile Laser Scanning Survey										20	20			\$183	\$5,594	20%	
3	Daily QA Data Processing / Review						4								\$0	\$647	2%	\$ 8,437
4	Data Processing & Final Deliverables																	
1	Hydro Data Processing + Review			1											\$0	\$826	3%	30%
2	MLS Data Processing / Scrubbing														\$0	\$1,147	4%	
3	Seamless DEM Creation / GIS Deliverables		1					8	12						\$0	\$2,661	10%	
4	Final Mapping Deliverables + Stamping			0.5						4					\$0	\$408	1%	
5	Analysis & Power Point Update			0.5				16							\$0	\$2,751	10%	
6	PLS Certification Letter (State Rec)			2											\$0	\$313	1%	
7	Database Mgt									4					\$0	\$330	1%	
Total Hours/Bills:		1.0	4.0	1.5	7.0	6.0	36.0	12.0	31.0	22.0	2.0	23.0	22.0	12.0	90.0	-	\$28,017.38	100.00%
Contract "Schedule A" Rates:		\$172.27	\$142.12	\$150.74	\$101.19	\$90.85	\$147.15	\$103.49	\$75.06	\$394.14	\$161.81	\$98.22	\$140.80	\$0.96	\$0.98	-		
Total Cost:		\$172.27	\$568.48	\$226.11	\$708.33	\$726.90	\$5,297.40	\$1,241.88	\$2,328.96	\$8,011.08	\$323.22	\$2,160.84	\$3,231.58	\$6.72	\$88.20	\$366.00		

Sub Total: \$25,456
 FedEx Delivery of Final Data: \$25
 Profit @ 10%: \$2,545
 Community Service / 5 yr Contract Discount: -\$8,040
Project Total: \$20,000

- Notes / Assumptions:
- * Fixed cost for 5-yr contract
 - * Mob-Demob still discounted to one event but typically multiple with tides / weather
 - General changes / justification of increase since 2012
 - * long term database needs management
 - * senior level people required
 - * using mobile laser scanner now
 - * been doing presentation and now will make official
 - * need PLS report to comply with State Board Regulations
 - * 2 years ago we increased the coverage area to capture new channel behind Coast Guard Channel

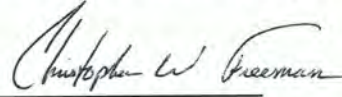
IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both parties.

CONSULTANT's Federal Tax ID# is: 04-3640691

Attachments: Attachment "A" Description of Work for: Bogue Inlet Bi-Annual Seamless Topo / Bathymetry Surveys Carteret County, North Carolina 2021-2025

CONSULTANT:

BY: Chris Freeman



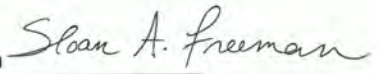
GEODYNAMICS

An NV5 – Geospatial Company

TITLE: Sr. VP Marine & Coastal Operations

DATE: 6/9/2021

WITNESS: Sloan Freeman



ATTEST

CARTERET COUNTY

Clerk to Board

County Manager

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

APPROVED AS TO FORM & LEGALITY

Finance Director

County Attorney

IV. Consent Agenda

8. Approval of Occupancy Tax Penalty Waiver for Mr. Steve Exum: \$109.38

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-8424
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager Finance
Date: June 21, 2021
Subject: Occupancy Tax Penalty Waiver

For your consideration is a request to waive occupancy tax late paying and late filing penalties for one property. Steve Exum has requested \$109.38 in penalties be waived. Mr. Exum has always paid on time and has never requested a waiver. Under the provisions of N.C.G.S. 153-A-155 (e) and 105-237, the Board of Commissioners has discretion to waive penalties.

IV. Consent Agenda

9. Approval of the FY22 Home & Community Care Block Grant Funding Plan
& Approval for Chairman to Sign

CARTERET COUNTY DEPARTMENT OF AGING SERVICES

Kisha Williams
Director



Tel: (252) 247-2626
Fax: (252) 247-1045
Lakisha.Williams@carteretcountync.gov
www.carteretcountync.gov

To: Carteret County Board of Commissioners
From: Kisha Williams, Lead Agency on Aging Representative
Date: May 27, 2021
Subject: Home and Community Care Block Grant Funding Plan for FY2022

Enclosed please find the FY22 Home and Community Care Block Grant Funding Plan recommended by the Commissioners' Aging Planning Board on May 27, 2021. These funds will provide necessary services for older adult residents of Carteret County. All revenues and matches are reflected in the attached for each affected agency, including Carteret County Aging Services, Carteret County Department of Social Services, and Coastal Community Action.

This information includes the estimated annual federal and state funding provided under the Older Americans Act. Each year, the Board must approve the Home and Community Care Block Grant Funding Plan. The anticipated grant revenue for the County totals \$474,019 in FY22.

Your approval will be greatly appreciated.

CC: Tommy Burns
Dee Meshaw
Rachel Hammer

Home and Community Care Block Grant for Older Adults

DAAS-731 (Rev. 2/16)

County Funding Plan

County: Carteret
July 1, 2021 through June 30, 2022

County Services Summary

Services	A				B	C	D	E	F	G	H	I
	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
Senior Companion		22848		22848	2539	25387		25387	3678	6.9024	7	3678
In-Home Aide Level II		133200		133200	14800	148000		148000	4672	31.6777	18	4672
Transportation (General)	34977			34977	3886	38863		38863	4500	8.6362	45	4500
Home Delivered Meals		63594		63594	7066	70660	6400	77060	8000	10.0943	35	8000
Congregate Nutrition			79493	79493	8833	88326	7400	95726	9250	9.5488	240	9250
Senior Center Operation			139907	139907	15545	155452		155452				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
				//////////	0	0		0				
Total	34977	219642	219400	474019	52669	526688	13800	540488	30100	//////////	345	30100

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Coastal Community Action, Inc.

303 McQueen Ave, Newport, NC 28570

P.O. Box 729 Newport, NC 28570

County Funding Plan

Provider Services Summary

DAAS-732

County:

Carteret

Budget Period:

July 2021 through June 2022

Revision #:

Date:

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Senior Companion	X		\$ -	\$ 22,848	\$ -	\$ 22,848	\$ 2,539	\$ 25,387	\$ -	\$ 25,387	3,678	\$ 6.9024	7	3,678
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ -	\$ 22,848	\$ -	\$ 22,848	\$ 2,539	\$ 25,387	\$ -	\$ 25,387	3,678		7	3,678

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Catissa A. Seal 5/24/2021
Authorized Signature, Title Date
Community Service Provider

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Carteret County Department of Social Services

DAAS-732

PO Box 779

County Funding Plan

County:

Carteret

Beaufort, NC 28516

Provider Services Summary

Budget Period:

July 2021 through June 2022

Revision #:

Date: 5/19/2021

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
In-Home Aide-Level II - Personal Care		X	\$ -	\$133,200	\$ -	\$ 133,200	\$ 14,800	\$ 148,000	\$ -	\$ 148,000	4,672	\$31.6777	4,672	4,672
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	18	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ -	\$133,200	\$ -	\$ 133,200	\$ 14,800	\$ 148,000	\$ -	\$ 148,000	4,672		4,672	4,672

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Christy DeFalco 5/20/2021
 Authorized Signature, Title Date
 Community Service Provider Consolidated Human Services Director

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Carteret County Aging Services
 3820 Galantis Drive
 Morehead City, NC 28557

County Funding Plan
Provider Services Summary

DAAS-732
 County: **CARTERET**
 Budget Period: July 2021 through June 2022
 Revision #: **Date:**

Services	Serv. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Transportation (General)		X	\$ 34,977	\$ -	\$ -	\$ 34,977	\$ 3,886	\$ 38,863	\$ -	\$ 38,863	4,500	\$ 8.6362	45	4,500
Home Delivered Meals		X	\$ -	\$ 63,594	\$ -	\$ 63,594	\$ 7,066	\$ 70,660	\$ 6,400	\$ 77,060	8,000	\$ 10.0943	35	8,000
Congregate Nutrition		X	\$ -	\$ -	\$ 79,493	\$ 79,493	\$ 8,833	\$ 88,326	\$ 7,400	\$ 95,726	9,250	\$ 9.5488	240	9,250
Senior Center Operation	X		\$ -	\$ -	\$ 139,907	\$ 139,907	\$ 15,545	\$ 155,452	\$ -	\$ 155,452	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
Total			\$ 34,977	\$ 63,594	\$ 219,400	\$ 317,971	\$ 35,330	\$ 353,301	\$ 13,800	\$ 367,101	21,750		320	21,750

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

Larkin Williams 5/27/2021
 Authorized Signature, Title *Director of Aging Services* Date
 Community Service Provider

Signature, County Finance Officer Date Signature, Chairman, Board of Commissioners Date

IV. Consent Agenda

10. Approval of Resolution Reappointing Sarah T. Davis as the County's Tax Assessor/Collector

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

RESOLUTION
REAPPOINTING SARAH T. DAVIS AS THE CARTERET COUNTY
TAX ASSESSOR/COLLECTOR

WHEREAS, North Carolina General Statutes 105-294 and 105-349 delegates the responsibility of appointing the County Tax Assessor and Tax Collector to the Board of Commissioners; and

WHEREAS, Sarah T. Davis was initially appointed by the Carteret County Board of Commissioners to serve a two-year term as the Carteret County Assessor/Collector on September 3, 2019; and

WHEREAS, Sarah Davis' current term expires June 30, 2021.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that Sarah T. Davis is reappointed to serve an additional two-year term as the Carteret County Tax Assessor/Collector, with that term expiring on June 30, 2023.

ADOPTED, this 21st day of June 2021.

Ed Wheatly, Chairman

ATTEST:

Rachel Hammer, Clerk to the Board

IV. Consent Agenda

11. Approval of Resolution Honoring Don Kirkman, Economic Development Director

Board of Commissioners

Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Robin Comer
Chris Chadwick
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

**RESOLUTION
HONORING DONALD ALAN KIRKMAN
RETIRING CARTERET COUNTY ECONOMIC DEVELOPMENT DIRECTOR**

WHEREAS, Donald Alan Kirkman returned as Carteret County's Economic Development Director on October 16, 2017, having previously served as Executive Director of the Carteret County Economic Development Council from 1990 to 2000; and

WHEREAS, Mr. Kirkman's astute business judgment and extensive experience in economic development efforts has resulted in the promotion of community vitality, expansion of the County's local economy, strengthened community partnerships, obtained grants that resulted in expansion of business opportunities in the County, and has promoted Carteret County as a destination for entrepreneurs; and

WHEREAS, during his tenure, Mr. Kirkman also served the County through his active participation with the Carteret County Economic Development Foundation, the Carteret County Transportation Committee, the Highway 70/I-42 Corridor Commission, and the Down East Rural Transportation Coordinating Committee, where he has provided creative energy and thoughtful leadership; and

WHEREAS, Mr. Kirkman has shared his intent to retire from his role of Economic Development Director for the County effective June 30, 2021; and

WHEREAS, the Commissioners wishes to recognize Don for his dedication and excellent service to the local businesses and citizens of Carteret County, and express appreciation for his work.

NOW, THEREFORE, BE IT RESOLVED that the Carteret County Board of Commissioners hereby honors Mr. Kirkman for his dedicated service to Carteret County, its citizens and businesses.

BE IT FURTHER RESOLVED that the Carteret County Board of Commissioners present this Resolution to Mr. Kirkman with wishes for an enjoyable and healthy retirement.

ADOPTED, this the 21st day of June 2021.

Ed Wheatly, Chairman

Attest:

Rachel Hammer, Clerk to the Board

IV. Consent Agenda

12. Approval to Accept Additional Funding for the Low-Income Energy Assistance Program & Approval of Corresponding Budget Amendment:
\$8,101

CARTERET COUNTY DEPARTMENT OF HUMAN SERVICES

Cindy P. Holman
Consolidated Human Services Director
cindy.holman@carteretcountync.gov



Jessica G. Adams
DSS Director
Consolidated Human Services Deputy Director
jessica.adams@carteretcountync.gov

Nina M. Oliver, MS
Health Director
Consolidated Human Services Deputy Director
nina.oliver@carteretcountync.gov

To: Mr. George E. Wheatly, Chairman
Carteret County Board of Commissioners

From: Jessica Adams, DSS Director

Date: May 28, 2021

Re: LIEAP Budget Amendment

Carteret County DSS has received additional funding (\$8,101.00) for the Low Income Energy Assistance Program. This year, we have been able to assist 428 families with heating payments paid directly to area providers. Funding for this program is 100% Federal money.

We are requesting to increase this line item to \$361,949.02.

Thank you for your assistance with this request and please feel free to contact me at 728-3181, ext. 6132, regarding any questions.



Department of Social Services — 210 Craven Street • PO Box 779 • Beaufort, NC 28516
Tel (252) 728-3181 / Main Fax (252) 648-7462 / Legal Unit Fax (252) 648-7463

Public Health Department — 3820-A Bridges Street • Morehead City, NC 28557
Tel (252) 728-8550 / Fax (252) 222-7739



Budget Amendment

Fiscal Year: 2020-2021

Date Submitted 05/28/21

Department of Origin: Social Services

Budget Change Explanation:

Additional funding received for the Low Income Energy Assistance Program (LIEAP). Funding for this program is 100% Federal money.

<u>Account Description</u>	<u>Account Number</u>	<u>Increase</u>	<u>Decrease</u>
Low Income Energy	110.50.3537.305 (expend.)	\$8,101.00	
Low Income Energy	110.50.5370.68005 (rev.)	\$8,101.00	

Date: 05/28/21

Department Head: *Sharon Adams*

Finance Director Approval: _____

County Manager Approval: _____

If applicable, Board of Commissioner's Approval: _____

IV. Consent Agenda

13. Approval of Award of Contract for Generator for the General Services Building: \$58,331

Carteret County Public Buildings



Aaron Elms
Public Buildings Manager
Aaron.elms@carteretcountync.gov

5231 Business Drive
Newport, NC 28570
Bus :252-646-7878

Aaron Elms
Public Buildings
28570 Phone (252) 648-7877

5231 Business Dr.
Newport, NC

MEMORANDUM

DATE: 6/2/21
TO: Board of Commissioners
CC: Tommy Burns, County Manager
Gene Foxworth, Assistant County Manager
FROM: Aaron Elms, General Services Director
RE: Award of General Services Building generator.

Carteret County Public Buildings has recently requested bids for installation of a backup generator at the CCATS/Garage/General Services building. This will help facilitate continued services at that location in the event of a total power outage. 2 bids were received with the low bid coming from Amptech LLC at \$58,331.00. Public buildings would like to recommend award of this bid.

CARTERET COUNTY PUBLIC BUILDINGS



Phone: 252-648-7877

Carteret County GSOF Generator Installation

Bid Tab

Bid closing date: April 28, 2021 @ 10:00 AM EST.

Company	Bid Amount
AmpTech LLC	\$58,331.00
Power House	\$74,725.00
H&H	No Bid
Crystal Coast Electric	No Bid
R&T Power Systems	No Bid

Mailing: 5231 Business Drive Newport, NC 28570

Location: 5231 Business Drive Newport, NC 28570

Carteret County Government



GSOE Generator Install

5231 Business Drive, Newport, NC 28570

INFORMAL CONTRACT

**County of Carteret, NC
General Services Operation Facility Generator
5231 Business Drive, Newport, NC 28570**

SCOPE OF WORK

Carteret County Government is seeking bids to Install a Generator and all necessary components at the GSOF located at 5231 Business Drive, Newport, NC 28570.

Details are as follows:

- The Contractor shall size and install a natural gas fired generator on site that is capable of powering the entire General Services Facility.
- The Contractor shall be responsible to coordinate with Piedmont Gas and Duke Energy, if required, install a concrete pad for the generator, make all necessary connections including gas lines, electrical and hooking up to the existing ATS.
- All equipment shall be installed in accordance with the manufacturer's recommendations.
- The Contractor shall restore any landscaping, asphalt, concrete, curbs, etc. disturbed or damaged by the install to pre-construction condition.
- The Contractor shall ensure that there are no power outages while performing work from 7AM-5:30PM Monday-Friday.
- The Contractor shall preform manufacture required testing to ensure proper functionality.
- Moving of all materials, equipment and all cleaning are to be handled by the Contractor.
- The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

GENERAL CONDITIONS

GENERAL

- a) It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

- a) The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b) All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c) No changes shall be made in the Work except upon written approval and change order by Director, Carteret County General Services.
- d) Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e) However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
- f) If at any time during the construction and completion of the work covered by these contract documents, the conduct of any worker of the various crafts be adjudged a nuisance to the Owner or if any worker be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g) The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

- a) The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work

knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising from non-compliance with requirements.

- b) All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable

SAFETY REQUIREMENTS

- a) The Contractor shall be solely responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b) The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c) The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

TAXES

- a) Carteret County is not exempt from North Carolina State Sales and Use Taxes on labor, material and equipment to be incorporated in the Work. Said taxes shall be included in invoices submitted by Contractor. Contractor in submitting his invoices shall break out all sales taxes as a separate item and County where purchase was made.

EQUAL OPPORTUNITY

- a) The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
- b) The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap about any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

- (a) To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.
- (b) In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, Contractor shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate-Bodily Injury Liability, and
\$100,000 --- Property Damage Liability or 1,000,000 per occurrence /\$2,000,000 aggregate-
Combined Single Limit Bodily Injury and Property Damage.

- (c) The Contractor upon execution of this Contract shall furnish to the County a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

INVOICE FOR PAYMENT

- a) Payment will be made in one lump sum within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices, which are to include the contract, account and job order numbers.
- b) Each invoice shall note the amount of Sales Tax paid by the Contractor, contain release of lien from subcontractors and vendors for prior invoices paid, and contain a notarized contractor's affidavit.
- c) The contractor's affidavit shall state, "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- d) Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Ray Farnum
Project Manager
Carteret County Government
5231 Business Drive, Newport, NC 28570
252-241-6913

- e) It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

- a) The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

GUARANTEE

- a) The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.
- b) Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c) Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be under this Contract on a date to be specified in written order from the County and or shall fully complete all work **hereunder by July 30, 2021** as will be stated in the Notice to Proceed for this contract.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Temporary utilities services are furnished at contractor's expense unless otherwise noted. (i.e.; power, water, sewer, steam, telephones, portable toilets, trash containers, etc.)

No temporary services required.

INSTRUCTIONS FOR WORKING ON COUNTY PROPERTY

- a) Parking & Traffic - Construction that will block facility traffic flow/close street requires one week written notice to the Public Building Manager.
- b) Decorum - It is illegal for any person to have firearms, alcoholic beverages, drugs (except those prescribed by a physician) on County property. Violators will be reported to local law enforcement.
- c) Behavior - Indecent language, harassing "cat" calls or whistles, etc., will not be tolerated. Violators will be removed from county property immediately; questions will be asked later. Proper dress is required, long pants and shirts will be worn at all times. Loud music is not permitted.
- d) Use of Building - Contractor personnel are not permitted to use Buildings/Facilities for restrooms, eating, or leisure activity. Unless prior approval is granted by County Representative.
- e) Locate for Utilities - When digging or trenching on or adjacent to County property, a 48-hour notice is required to locate existing underground utilities. Contractor must contact the Public Works Department (252-648-7878) as well as the NC One Call Center (1-800-632-4949) for public utilities.
- f) Disruption of Utilities - When any underground utilities or unusual conditions are damaged or encountered, contact the Public Works Department (252-648-7878) immediately. The Public Works Department will investigate and advise as needed. Contractor must have personnel available to effect immediate repair. If damage occurred due to failure of the County to properly locate utilities, the contractor will be reimbursed.
- g) Planned Outages - Outages needed to allow contractor to complete or perform work, must be scheduled with the Public Buildings Department (252-648-7877). One week written notice is required for all outages.
- h) Access to Buildings - Access to perform work in a building after normal working hours (8:00 a.m. to 5:00 p.m. Monday - Friday) must be coordinated through the Public Buildings Department with 24 hours in advance. Exterior work performed after normal working hours should also be reported to the Public Works Department 24 hours in advance.

ALTERNATE BIDS (ADD OR DEDUCT)

N/A

MINORITY BUSINESS PARTICIPATION

- a) It is the intent of the County to encourage Contractors in making every effort to utilize Minority Business Enterprises for subcontracted work. The County has established efforts to record participation of such Enterprises by the attached "Appendix E – MBE DOCUMENTATION FOR CONTRACT PAYMENTS". The Contractor shall include the attached Appendix E with each pay application.
- b) Bidders can use the Office for Historically Underutilized Business website <http://www.doa.state.nc.us/doa/hub/> to locate HUB contractors.
- c) Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

E-VERIFY EMPLOYER COMPLIANCE

The contractor represents and covenants that the contractor and its subcontractors comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor" "its subcontractors" and "comply" shall have the meanings intended by NCGS 153A-499 (b). The County is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 153A-499 (b).

SUPERINTENDENT

The Contractor shall employ a competent superintendent who shall represent the Contractor and have the authority to make field decisions necessary for performing the work. Competency must be demonstrated by performing high quality construction work on time according to Contractor's approved schedule. County reserves the right to require replacement of the superintendent by Contractor without explanation from the County.

INDEMNIFICATION

The Contractor will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Contractor, or its Sub-Contractors, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Contractor prompt, written notice of any such claim or suit.

PERFORMANCE AND PAYMENT BONDS

A Performance Bond is not required.

A Payment Bond is not required.

PRE-CONSTRUCTION CONFERENCE

The owner requires a pre-construction conference to review project with contractor. Date will be set after award of contract.

PROJECT SCHEDULE

The owner may require a project schedule to show dates for planned work phases and completion date.

SUMMARY OF PAPERWORK

Prior to Award

- 1 – Submit Certificate of Insurance for liability and Worker's Compensation.
- 2 – Submit Iran Divestment Act Certification.

After Award

- 1 – Submit Project Schedule
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.

Final Payment

- 1 – Submit invoice only after work is complete.
- 2 – Submit completed Sales Tax Summary and Detail forms, state "None" if applicable.
- 3 – Submit Contractor's Warranty Letter, state date of acceptance agreed with owner.
- 3 – Submit Contractor's Affidavit Letter.

PROPOSAL AND CONTRACT

Carteret County GSOF Generator Installation

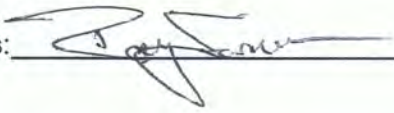
The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with Carteret County for the furnishing of all materials, equipment, and labor necessary to complete the Carteret County GSOF Generator Installation described in these documents in full and complete accordance with requirements, specifications, and contract documents, and to the full and entire satisfaction of Carteret County for the sum of:

\$58,331.00

Contractor: **AmpTech LLC**

Federal ID#: 475591259

By: Hendrik Pretorius

Witness: 

Title: Owner
(Owner, partner, corp. Pres. or Vice President)

Address: 2896 Hwy 24 Suite N. Newport
NC 28570

Attest: *(corporation)*

Email Address: Office@amptechnc.com

(Corporate Seal)

By: 

License #: 30321-L

Title: Owner
(Corporation Secretary./Ass't Secretary.)

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized office or agent.

COUNTY OF CARTERET

Tommy Burns, County Manager

(Seal)

AmpTech LLC

[Signature]

Authorized Representative

(Seal)

Hendrik Pretorius

Printed Name

Owner

Title

This instrument has been pre-audited
In the manner required by the
Local Government Budget and Fiscal
Control Act.

Approved as to form:

Dee Meshaw, County Finance Officer

Rob Wheatly, County Attorney

**NORTH CAROLINA
COUNTY OF CARTERET GOVERNMENT**

I, _____ a Notary Public of the State and County aforesaid certify that Tommy Burns acknowledged that he is the County Manager of County of Carteret, and that authority duly given as the act of the Board signed the foregoing instrument signed in its name by the County Manager, sealed with its corporate seal.

WITNESS my hand and official seal, this ____ day of _____, 2021

Notary Public

My Commission expires: _____

IV. Consent Agenda

14. Approval of Revisions to the County's Emergency Operations Plan & Approval for Chairman to Sign the Letter of Promulgation

CARTERET COUNTY



EMERGENCY OPERATIONS PLAN

For All-Hazards

Reviewed and updated ~~June~~ May 2021~~0~~

CARTERET COUNTY EMERGENCY OPERATIONS PLAN

LETTER OF PROMULGATION

DATE: June 1, 2021

TO: CARTERET COUNTY GOVERNMENT
LOCAL MUNICIPAL GOVERNMENTS
CARTERET COUNTY FIRE & EMS DEPARTMENTS
RESIDENTS OF CARTERET COUNTY

By virtue of the powers and authority vested in me as the Chairman of the County Board of Commissioners, I hereby promulgate and issue the Carteret County Emergency Operations Plan, dated June 21, 2021, as a regulation and guidance to provide for the protection of the life and property within Carteret County. The revised Carteret County Emergency Operations Plan (EOP), hereafter will be referred to as "The Plan."

The Plan outlines the coordinated actions to be taken by County, municipal, public safety officials and supporting organizations during emergencies and disastrous events. It identifies manpower and other resources available to minimize, respond to, and recover from the impacts of these emergencies or disasters. On May 16, 2005, The Board of Commissioners adopted a Resolution designating the National Incident Management System (NIMS) as the basis for all Incident Management and requires the use of the Incident Command System (ICS) at all levels of response.

This plan is an effective tool for county-wide emergency planning. It should be implemented as necessary for any significant incident/event or disaster, and when the county issues a State Of Emergency (SOE). The Emergency Services Department (ESD) is responsible for the maintenance and update of the plan annually, as required by ordinance, in coordination and agreement with appropriate participating agencies and units of government. Minor, technical changes made by the ESD shall not require re-approval, provided a copy of the changed section is provided to all parties on the distribution list.

Adoption of The Plan rescinds all previous versions of the Carteret County Emergency Operations Plan and shall remain in effect until a proper replacement Plan has been implemented.

Sincerely,

Ed Wheatly, Chairman
Carteret County Board of Commissioners

CARTERET COUNTY EMERGENCY OPERATIONS PLAN

PLAN ADMINISTRATION

The Carteret County EOP, including appendices and annexes, will be reviewed annually and approved as appropriate after an exercise or incident response. All updates and revisions to the plan will be tracked and recorded in the following table. This process will ensure that the most recent version of the plan is disseminated and implemented by emergency response personnel.

RECORD OF CHANGES

PURPOSE OF CHANGE	DATE OF CHANGE	PAGE(S) CHANGED	CHANGE MADE BY
Clarify the use of WebEOC and change SOG to SOP.	4/2/2015	BP 25-29 31-35,37	Jen Sawyer
Changed Carteret General Hospital to Carteret Health Care; Updated population to 2015 US Census Information; Changed Special Needs to Medically Fragile	6/13/2016	BP 7, 12, 13, 14, 23, 29, 30, 32, 34-37 ESF 6 2,4,5,7 ESF 8 1-4, 8	Jen Sawyer
Added Gallants Channel High-rise bridge; Removed mobile command post resource; Updated Fire Contracts; Updated EMS Contracts; Added PIO responsibilities to Human Resources	7/5/2018	BP 12 ESF 2 2 ESF 4 1 ESF 8 2 BP 9, ESF 15 1-4	Jen Sawyer
Plan Review	4/3/2019	Minor Changes Throughout & added ESF #6A – Donated Goods/Volunteer Management	Jen Sawyer
Updated population to 2019 US Census Information; Added ESF 2, ESF 7 and ES Director responsibilities; Minor changes throughout	5/15/2020	BP 13, 22, 23, 25, 34	Jen Sawyer
<u>Plan Review</u>	<u>3/16/2021</u>	<u>Minor changes throughout</u>	<u>Jen Sawyer</u>

IV. Consent Agenda

15. Approval of Resolution to Transfer Retired K-9 to Carteret County Citizen
Per N.C.G.S.160A-266

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

RESOLUTION PROVIDE K-9 TO CARTERET COUNTY CITIZEN

WHEREAS, the Carteret County Sheriff's Office plans to retire Sgt. Redfred, the tracking K9 that the Sheriff's Office purchased in 2014; and

WHEREAS, Sgt. Redfred's Veterinarian placed him in their adoption program and vetted Creighton and Brittney McNeil of Morehead City, NC; and

WHEREAS, North Carolina General Statute 160A-266 permits the Carteret County Board of Commissioners to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000.00) by private sale; and

NOW, THEREFORE, BE IT RESOLVED by the Carteret County Board of Commissioners that K9 Sgt. Redfred is hereby declared surplus property and is hereby awarded to Creighton and Brittney McNeil for the sum of one dollar (\$1.00).

ADOPTED, this the 21st day of June 2021.

Ed Wheatly, Chairman

ATTEST:

Rachel Hammer, Clerk to the Board

IV. Consent Agenda

16. Approval of CARES CRF Fund & Other Federal Funding Budget
Amendment: \$688,780

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 21, 2021
Subject: CARES CRF Fund and Other Federal Funding Budget Amendment

Attached for your consideration is a \$688,780 budget amendment transferring CARES Act funding to the General Fund and appropriating other federal COVID-19 revenue, as well as adjusts the CARES CRF fund for final accounting. As federal guidance and clarification continued to be provided to the State and local governments for CARES CRF funding, budget accounts need to be adjusted, and moved between the General Fund and the Special Revenue Fund. The total federal funding did not change, this budget amendment simply moves it to various accounts. The attached budget amendment is recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: CARES CRF Fund

Date: 06/21/21

Justification: To transfer CARES CRF funds to the General Fund to reimburse for COVID-19 expenses

Fund	Description	Account Number	Increase	Decrease	
CARES CRF	Expenditures	Supplies	205.50.5195.20000		178,400
		Equipment	205.50.5195.28000		642,969
		Maintenance	205.50.5195.35000	104,826	
		Maintenance network	205.50.5195.35200	-	39,784
		Compliance	205.50.5195.50000	128,470	
		Distributions	205.50.5195.69900		15,923
		Transfer to General Fund	205.98.9800.90000	643,780	
	Total		<u>877,076</u>	<u>877,076</u>	
General Fund	Revenues	Transfer from CARES CRF	110.98.3980.906	643,780	
		COVID FEMA Revenue	110.50.3511.211	45,000	
		Total Increase in Revenues		<u>688,780</u>	
General Fund	Expenditures	Federal Emg. COVID Salaries	110.10.4310.12100	3,000	
		Supplies	110.10.4330.21100	42,000	
		Equipment	110.00.4130.50000	21,445	
		Small Equipment	110.00.4125.28000	2,800	
		Network & Maintenance	110.00.4125.35400	568,353	
		Contracted Services	110.40.4900.44000	1,020	
		Equipment	110.00.4125.50000	50,162	
	Total Increase in Expenditures		<u>688,780</u>		

Chair Board of Commissioners _____

Date: _____

IV. Consent Agenda

17. Approval of EMS Special Revenue Fund Budget Amendment: \$3,000

CARTERET COUNTY FINANCE

Denise H. Meshaw, CPA
Assistant County Manager
Finance Department



Tel: (252) 728-8410
Fax: (252) 728-0133
deem@carteretcountync.gov
www.carteretcountync.gov

To: Board of Commissioners
From: Dee Meshaw, Assistant County Manager
Date: June 21, 2021
Subject: EMS Special Revenue Fund Budget Amendment

Attached for your consideration is a \$3,000 budget amendment appropriating motor vehicle revenues and state fee expenses. During the fiscal year, these fees and offsetting revenues are greater than anticipated. The budget amendment will prevent actual expenses from exceeding the budget. The attached budget amendment is recommended for approval.

Carteret County

Budget Amendment

Fiscal Year 2020-2021

Department: Fire and EMS Special Revenue Fund

Date: 06/21/21

Justification: State motor vehicle tax collection fees greater than anticipated

Fund	Description	Account Number	Increase
EMS SRF	Revenues		
	MV Fees	270.10.4344.40000	<u>3,000</u>
	Total Increase in Revenues		<u><u>3,000</u></u>
	Expenditures		
	MV Fee expenses	270.10.4344.44000	<u>3,000</u>
	Total Increase in Expenditures		<u><u>3,000</u></u>

Chair Board of Commissioners _____

Date: _____

IV. Consent Agenda

18. Approval of Award of Contract for Carteret County Solid Waste

SUPPORTING DOCUMENTATION WILL BE PROVIDED AT THE MEETING

CARTERET COUNTY
Board of Commissioners



Agenda Item
V.

Meeting Date:
21-Jun-21

Presenter: Jaime Long, HR Director &
 Chairman Wheatly

ITEM TO BE CONSIDERED

Title: Introduction of the June "Employee of the Month" Awardee

Brief Summary:

Ms. Long will introduce the June "Employee of the Month;" Chairman Wheatly will present the certificate.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department	Attachments:
Human Resources _____	1 _____
	2 _____
	3 _____
Staff Contact:	4 _____
Jaime Long, HR Director _____	5 _____

REVIEWED BY

County Manager	_____ X _____	County Attorney	_____ _____
Clerk to the Board	_____ X _____	ACM/Finance Director	_____ X _____

CARTERET COUNTY
Board of Commissioners

Meeting Date:
21-Jun-21

Presenter:



Agenda Item
VI.

ITEM TO BE CONSIDERED

Title: Public Comment

Brief Summary:

Citizens will be provided three minutes to speak during Public Comment.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

BACKGROUND

Originating Department	Attachments:
_____	1 N/A _____
	2 _____
	3 _____
Staff Contact:	4 _____
_____	5 _____

REVIEWED BY

County Manager	_____	County Attorney	_____
Clerk to the Board	_____	ACM/Finance Director	_____

CARTERET COUNTY
Board of Commissioners

Meeting Date:

21-Jun-21

Presenter:

Tommy Burns



Agenda Item
VII.

ITEM TO BE CONSIDERED

Title: Accept/Reject Offer for Purchase of County-Owned Water System

Brief Summary:

Mr. Burns will provide an overview of the offer to purchase the County-Owned Water System. Commissioners can accept or reject the offer.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion: A motion to accept or reject the bid.

If accepted:

Motion: Motion to accept the \$9,500,000 bid from Carolina Water System for the Carteret County Water System being eight parcels of real property totaling approximately 16.49 acres of land described by Parcel Identification Numbers: 740400621785000, 730901358769000, 730901451655000, 730704633251000, 731703107536000, 730701359406000, 649003003028000 and 637802995789000. Additionally, three elevated water tanks, one ground tank, three booster pump stations, the Laurel Road Water Treatment Plant, the Jonaquin Creek Well House, approximately 57 miles of water line, 600 valves, 1,206 water meters, 175 fire hydrants, serving approximately 1,200 customers, including associated tools, equipment and vehicles located thereon.

BACKGROUND

Originating Department

Attachments:

- 1 Memo from Tommy Burns
- 2 Copy of Bid from Carolina Water
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

Board of Commissioners

Ed Wheatly, Chair
Mark Mansfield, Vice Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

MEMORANDUM

TO: Board of Commissioners

FROM: Tommy Burns, County Manager

SUBJECT: Offer to Purchase County-Owned Property

DATE: June 21, 2021

There have been several bids for the purchase of the County-owned water system. The latest bid of \$9,500,000 was submitted by Carolina Water Service of North Carolina on April 27, 2021, for the purchase of the water system, more particularly described as follows:

The Carteret County Water System being eight parcels of real property totaling approximately 16.49 acres of land described by Parcel Identification Numbers: 740400621785000, 730901358769000, 730901451655000, 730704633251000, 731703107536000, 730701359406000, 649003003028000, and 637802995789000. Additionally, three elevated water tanks, one ground tank, three booster pump stations, the Laurel Road Water Treatment Plant, the Jonaquin Creek Well House, approximately 57 miles of water line, 600 valves, 1,206 water meters, 175 fire hydrants, serving approximately 1,200 customers, including associated tools, equipment and vehicles located thereon.

Per N.C.G.S. 160A-269, an upset bid publication notice was published, and no additional upset bids were received within the ten days of initial publication of said notice.

Commissioners may accept or reject the bid.



April 27, 2021

Carteret County
Eugene Foxworth, Assistant County Manager
402 Broad Street
Beaufort, NC 28516

Attention: Eugene Foxworth

Re: Carteret County – OFFER TO PURCHASE

I write to confer an offer by Carolina Water Service, Inc. of North Carolina (“CWS”) to purchase the Carteret County Water Works system (the “Utilities”). In response to the advertisement that Carteret County (the “County”) published pursuant to G.S. 160A-269, CWS offers to purchase the Utilities for the sum of **\$9.5 million**. That offer is subject to the following conditions:

1. The transaction will be documented in a formal asset purchase agreement with standard terms acceptable to CWS.
2. The obligation to close will be subject to CWS obtaining all required regulatory, governmental and other third-party consents and approvals on terms satisfactory to CWS.
3. The obligation to close will be subject to environmental and operational due diligence, to be completed within 120 days of the closure of the upset bid process and acceptance of the CWS offer, unless the results of that diligence support a good faith extension of that period. That diligence will include:
 - a. Review of all material contracts;
 - b. Verification of the accuracy of historical financial information and the continuity of the financial performance of the Utilities;
 - c. Verification that the physical assets of the Utilities including buildings, vehicles, equipment and inventory are in a good state of repair for continued operations;
 - d. Verification that the business of Utilities has been conducted in substantial compliance with applicable environmental and other laws and that any real property used in the operation of Utilities is free of any material environmental impairment;
 - e. Verification that Utilities holds all appropriate access rights, regulatory approvals and permits necessary to conduct the business and that the transaction contemplated hereunder will not result in the termination or disruption of such approvals and permits.

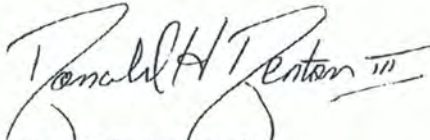
CWS is prepared to conduct due diligence concurrently with negotiating the asset purchase agreement, so the agreement would not need to contain contingencies for due diligence.



Carolina Water Service
of North Carolina™

Pursuant to G.S. 160A-269, CWS is making an additional deposit of \$50,000 to bring our total deposit to five percent of that bid (\$475,000) with the county clerk concurrently with this offer.

Sincerely,



Donald Denton, President
Carolina Water Service, Inc. of North Carolina

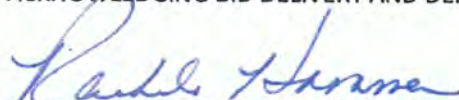
ACKNOWLEDGED, AGREED AND ACCEPTED this _____ day of _____, 2021.

FOR CARTERET COUNTY:

Name

Title

ACKNOWLEDGING BID DELIVERY AND DEPOSIT OF AN ADDITIONAL \$50,000.00



NAME

04.27.21

DATE



Regular
Item
VIII.

Meeting Date:
21-Jun-21

Presenter:
Eugene Foxworth

ITEM TO BE CONSIDERED

Title: Public hearing to consider a request to rezone a 2.09-acre property located at 213 Hibbs Extension Road Newport, NC 28584 (PIN#: 633603323521000) from R-20 (Single-Family Residential District) to B-1A (General Business District)

Brief Summary:

David Styron is requesting to rezone a 2.09-acre property located at located at 213 Hibbs Road Extension Newport, NC 28570 from R-20 (Single-Family Residential District) to B-1A (General Business District)

Currently, there are no structures on the property. The subject property is bordered by Highway 24 to the north, undeveloped residential property to the south, single-family dwellings and a business to the east, and Camp Albemarle to the west. The subject property is bordered by R-20, R-15M, and B-1 zoning to the north, R-20 zoning to the south, B-1 and R-20 zoning to the east, and B-1 zoning to the west

The subject property is situated wholly within the Limited Transition CAMA Land Use Plan classification. Areas included within the Limited Transition classification are areas that will experience increasing development during the next five to ten years. This request is consistent with the CAMA Land Use Plan.

21 surrounding property owners have been notified. To date, staff has received 2 objections and 3 no objections. On May 10, 2021 the Planning Commission voted 6 to 0 to recommend approval of the proposed rezoning.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

- 1) Motion to open the public hearing.
- 2) Motion to close the public hearing.
- 3) Motion to approve/deny the rezoning of a 2.09-acre property located at 213 Hibbs Road Extension Newport, NC 28570 (PIN#: 633603323521000) from R-20 (Single-Family Residential District) to B-1A (General Business District)
- 4) Motion to approve/deny the Statement of Plan Consistency.

BACKGROUND

Originating Department
Planning and Development

Attachments:

- 1 Staff Memo
- 2 Application and Maps
- 3 Statement Plan of Consistency
- 4 Excerpt from Planning Commission Minutes
- 5 Public Hearing Notice

Staff Contact:
Eugene Foxworth

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: June 2, 2021

TO: Carteret County Board of Commissioners

CC: Tommy Burns, County Manager

FROM: Eugene Foxworth, Assistant County Manager & Planning Director

RE: Request to rezone a 2.09-acre property located at 213 Hibbs Road Extension Newport, NC 28570 (PIN#: 633603323521000) from R-20 (Single-Family Residential District) to B-1A (General Business District)

- David Styron is requesting to rezone a 2.09-acre property located at located at 213 Hibbs Road Extension Newport, NC 28570 from R-20 (Single-Family Residential District) to B-1A (General Business District)
- Currently, there are no structures on the property. The subject property is bordered by Highway 24 to the north, undeveloped residential property to the south, single-family dwellings and a business to the east, and Camp Albemarle to the west.
- The subject property is bordered by R-20, R-15M, and B-1 zoning to the north, R-20 zoning to the south, B-1 and R-20 zoning to the east, and B-1 zoning to the west
- The subject property is situated within the Limited Transition CAMA Land Use Plan classification. Areas included within the Limited Transition classification are areas that will experience increasing development during the next five to ten years. This request is consistent with the CAMA Land Use Plan.
- 21 surrounding property owners have been notified. To date, staff has received 2 objections and 3 no objections.
- On May 10, 2021, the Planning Commission voted 6 to 0 to unanimously recommend approval of the proposed rezoning from R-20 to B-1A. I am happy to answer any additional questions that you may have.



REZONING APPLICATION

Applicant: David Styron

Owner (If not Applicant): Don Waddell

Address: Po Box 1521
Morehead City, NC 28557

Address: 9708 Spanish Oak Ct.
Fairfax Station, VA 22039

Telephone: 252-342-8025

Telephone: 703-493-1022

E-mail: styronstreeservice@outlook.com

E-mail: dgwaddell@cox.net

Agent: Linda Staab
Local Gov Navigators, LLC
linda.staab@gmail.com
252-241-9847

Signature: see attached email

Date: 4-13-21

Property address/ location: 213 Hibbs Rd Ext (lots 1-4)

PIN: 633603323521 Current Zoning: R20 Proposed Zoning: B1A

Please explain why the rezoning that you are requesting is warranted: This 2.09 acre parcel is located at the intersection of Hwy 24, Hibbs Road and Hibbs Road Ext. It abuts B1 zoning to the west, north and east, and the intersection is controlled by a traffic light. Mr. Styron desires to locate an office on the property for his tree service business.

For Staff Use Only:

Application Number: _____ Amt. Rec'd: _____ Received by: _____ Date: _____

Carteret County Department of Planning and Development
Eugene Foxworth, Director

Main Office: Courthouse Square
Beaufort, NC 28516-1896
Tel: (252) 728-8545
Fax: (252) 732-2065

Western Office: 701 Cedar Point Blvd.
Cedar Point, NC 28584-8013
Tel: (252) 222-5833
Fax: (252) 222-5825

David Styron
Rezoning Request

R-20 to B-1A

**213 Hibbs Road
Extension
Newport, NC 28570**



Subject Property

Prepared By:
Carteret County Planning & Development

David Styron
Rezoning Request

R-20 to B-1A

**213 Hibbs Road
Extension
Newport, NC 28570**



- Future Land Use Classifications**
- Developed
 - Limited Transition
 - Community
 - Rural
 - Rural With Services
 - Protected Lands
 - Conservation

 Subject Property

Prepared By:
Carteret County Planning & Development



David Styron
Rezoning Request

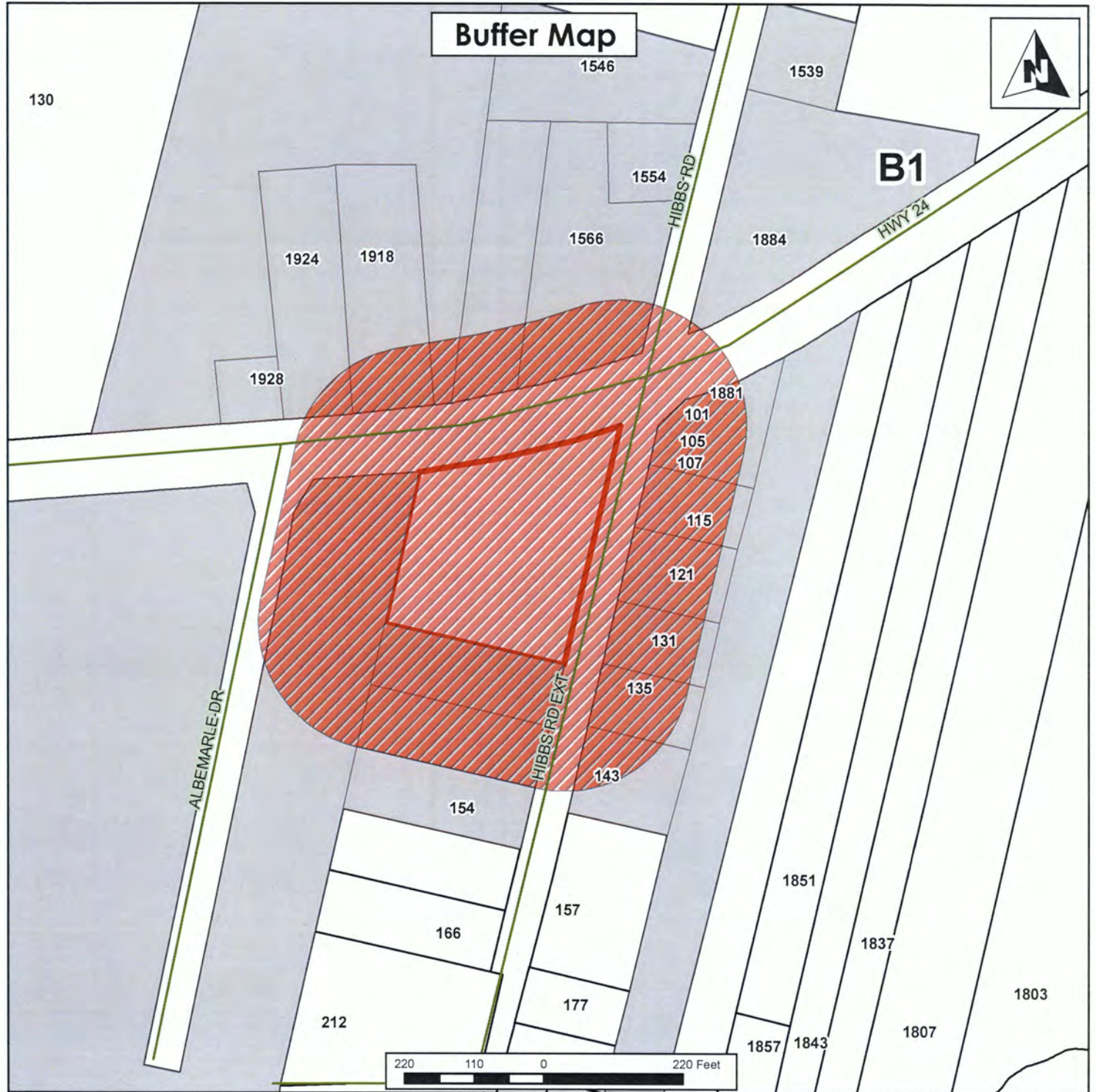
R-20 to B-1A

**213 Hibbs Road
Extension
Newport, NC 28570**



 Subject Property

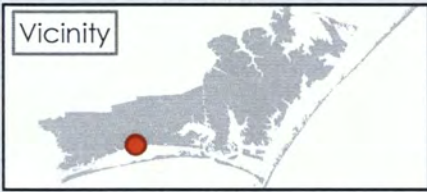
Prepared By:
Carteret County Planning & Development




David Styron
Rezoning Request

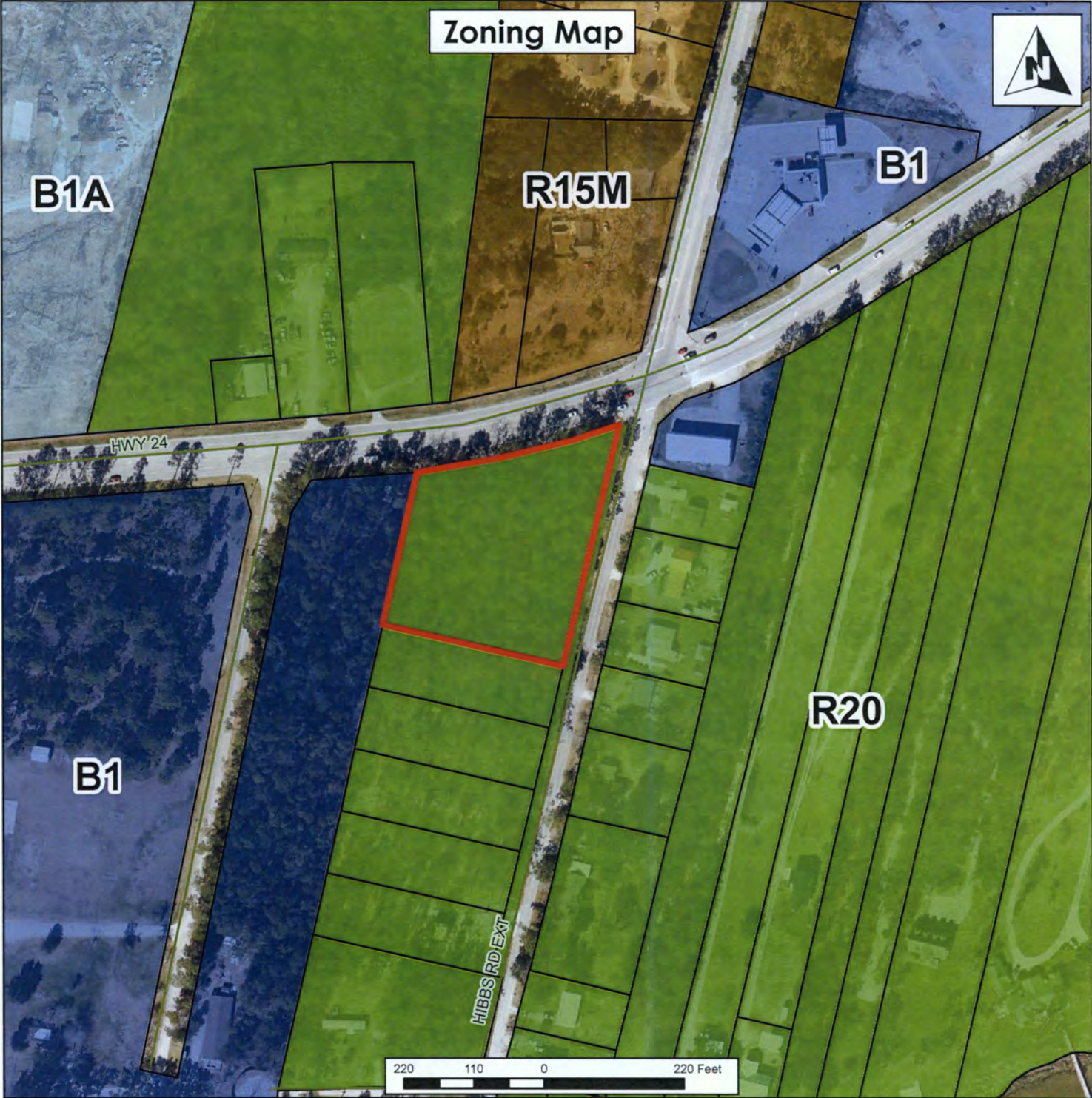
R-20 to B-1A

**213 Hibbs Road
Extension
Newport, NC 28570**



 Subject Property

Prepared By:
Carteret County Planning & Development



PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of county commissioners that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.
(NCGS 160D-605)

REZONING MAP AMENDMENT:

Applicant: David Styron
Owner: Don Waddell
Address: 213 Hibbs Road Extension Newport, NC 28570
Tax Map and Parcel(s): 633603323521000
Parcel Size: 2.09 acres

REQUEST:

Rezone from R-20 (Single-Family Residential District) to B-1A (General Business District)

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on May 10, 2021, the Planning Commission voted to recommend **approval** / denial of the proposed rezoning map amendment and stated, "*The Planning Commission finds and determines that case number 2020-000026 **is** / is not consistent with the goals, objectives and policies of the CAMA Land Use Plan.*"

Motion to approve/deny by: Scott Eckholdt

Seconded by: Bruce Rogers

Followed by a 6 to 0 unanimous vote from the Committee to recommend approval of the Statement of Consistency

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

Prior to adopting or rejecting any zoning amendment, the governing board shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest. The planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the board of county commissioners that addresses plan consistency and other matters as deemed appropriate by the planning board, but a comment by the planning board that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the governing board.

(NCGS 153A-341)

REZONING MAP AMENDMENT:

Applicant: David Styron
Owner: Don Waddell
Address: 213 Hibbs Road Extension Newport, NC 28570
Tax Map and Parcel(s): 633603323521000
Parcel Size: 2.09 acres

REQUEST:

Rezone from R-20 (Single-Family Residential District) to B-1A (General Business District)

STATEMENT OF CONSISTENCY:

At their meeting on June 21, 2021 the Board of Commissioners voted to **approve / deny** the rezoning map amendment and made the following statements:

- *The Commissioners find and determine that case number 2020-000026 **is consistent / is not consistent** with the goals, objectives and policies of the CAMA Land Use Plan because:*

- ***Is / Is not** reasonable and in the public interest because:*

Motion to approve/deny by:

Seconded by:

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-732-2065

PUBLIC NOTICE

Pursuant to Chapter 160D-601 of the North Carolina General Statutes, the Carteret County Board of Commissioners will hold a public hearing on June 21, 2021 at 6:00 p.m. in the Board of Commissioners' Meeting Room (302 Courthouse Square, Administration Building, Beaufort, NC) to discuss an application to rezone a 2.09-acre property located at 213 Hibbs Road Extension Newport, NC 28570 (PIN#: 633603323521000) from R-20 (Single-Family Residential District) to B-1A (General Business District)

A copy of the proposed request is available for public inspection in the Carteret County Planning and Development Department, 402 Broad Street, Beaufort, NC.

Eugene Foxworth
Planning Director

Advertise: Carteret County News-Times
Sunday, June 6, 2021
Sunday, June 13, 2021

3. **Rezoning Request:** David Styron is requesting to rezone a 2.09-acre property located at located at 213 Hibbs Road Extension Newport, NC 28570 (PIN#: 633603323521000) from R-20 (Single-Family Residential District) to B-1A (General Business District)

Mr. Hartman presented the request.

Location: 2.09-acre property located at 213 Hibbs Road Extension Newport, NC 28570 (PIN#: 633603323521000)

Request: Rezone from R-20 (Single-Family Residential District) to B-1A (General Business District)

Background: David Styron is requesting to rezone a 2.09-acre property located at located at 213 Hibbs Road Extension Newport, NC 28570 from R-20 (Single-Family Residential District) to B-1A (General Business District)

Currently, there are no structures on the property. The subject property is bordered by Highway 24 to the north, undeveloped residential property to the south, single-family dwellings and a business to the east, and Camp Albemarle to the west.

The subject property is bordered by R-20, R-15M, and B-1 zoning to the north, R-20 zoning to the south, B-1 and R-20 zoning to the east, and B-1 zoning to the west

The subject property is situated within the Limited Transition CAMA Land Use Plan classification. Areas included within the Limited Transition classification are areas that will experience increasing development during the next five to ten years. This request is consistent with the CAMA Land Use Plan.

21 surrounding property owners have been notified. To date, staff has received 2 objections and 3 no objections. Staff is happy to answer any questions that you may have.

Chairman Graham asked if there were any questions for staff.

Commissioner Myers asked how many objections letters there were.

Mr. Hartman replied, two.

Chairman Graham asked what the reasoning was for the objections.

Mr. Hartman replied, the first objection letter comes from Rodney Baur at 121 Hibbs Road Extension; The letter reads: Kids play in this street, property value goes down, enough trash from existing stores already, I don't want to look at this while sitting on my porch. The other letter of objection is from Caroline Myers Burton; it reads, placing a business like this would drop the value of land and home.

Chairman Graham asked if there was anyone in the audience that wished to speak; if so, come to the podium and state your name and address for the record.

Linda Staab, P.O. Box 1154 Morehead City, I am representing David Styron with Styron's Tree Service. Mr. Styron desires to relocate his tree service business form Highway 70 to this location, basically it is going to be an office with a work shop. Currently, he has six employees with eight trucks and basically the activity that will happen there is the workers will report in the mornings and take the trucks to do their work during

the day and then come back. Obviously, we would be meeting all state storm water regulations and provide buffering, which should help with some of the concerns that have been raised by the people who object.

Commissioner Eckholdt asked if Mr. Styron was willing to do more buffering than what normal B-1 zoning allows.

Ms. Staab said, he would definitely meet the requirements. I am sure he is not going to want to be a nuisance to the neighborhood, so he would be willing to work with the neighborhood to try to resolve some of the buffering issues.

Chairman Graham asked if there was any one else that wished to speak; if not, what is the pleasure of the board.

Commissioner Kennedy made a motion to approve the rezoning request. Commissioner Eckholdt seconded the motion. The motion passed with a unanimous (6-0) vote of approval.

Chairman Graham read the statement of consistency

STATEMENT OF CONSISTENCY & RECOMMENDATION:

At their meeting on May 10, 2021, the Planning Commission voted to recommend **approval** of the proposed rezoning map amendment and stated, *"The Planning Commission finds and determines that case number 2021-000026 is consistent with the goals, objectives and policies of the CAMA Land Use Plan.*

Motion to approve by: Scott Eckholdt

Seconded by: Bruce Rogers

Followed by a unanimous (6-0) vote of approval.

CARTERET COUNTY
Board of Commissioners

Meeting Date:

6/21/2021

Presenter:

Eugene Foxworth



Regular Item
IX.

ITEM TO BE CONSIDERED

Title:

Proposed text amendments to the Carteret County Zoning Ordinance

Brief Summary:

These text amendments will bring the Carteret County Zoning Ordinance into compliance with the new Chapter 160D of the North Carolina General Statutes.

Chapter 160D consolidates current city and county enabling statutes into a single unified chapter and places these statutes into a more logical and coherent organization.

The North Carolina General Assembly enacted legislation Session Law 2020-25 (Senate Bill 720), making Chapter 160D effective on June 19, 2020. Counties and municipalities have until July 1, 2021 to incorporate the necessary amendments into their ordinances to make them fully compliant with the new Chapter 160D.

The Planning Commission heard these proposed text amendments at the April 12, 2021 meeting and voted 6 to 0 to recommend approval of the proposed text amendments to the Carteret County Zoning Ordinance

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

1. Motion to open the public hearing.
2. Motion to close the public hearing.
3. Motion to approve/deny the resolution to amend the Carteret County Zoning Ordinance to comply with Chapter 160D of the North Carolina General Statutes

BACKGROUND

Originating Department

Planning and Development

Attachments:

- 1 Staff memo
- 2 Proposed Text Amendment
- 3 Resolution
- 4 Excerpt from Planning Commission minutes
- 5 Public hearing notice

Staff Contact:

Eugene Foxworth

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office Phone 252-728-8545
Western Office Phone 252-222-5833

MEMORANDUM

DATE: June 2, 2021

TO: Carteret County Board of Commissioners

CC: Tommy Burns, County Manager

FROM: Eugene Foxworth, Assistant County Manager & Planning Director

RE: Proposed text amendments to the Carteret County Zoning Ordinance

- Please see the attached proposed text amendments to the Carteret County Zoning Ordinance.
- Specifically, these text amendments bring the Carteret County Zoning Ordinance into compliance with the new Chapter 160D of the North Carolina General Statutes.
- Chapter 160D consolidates current city and county enabling statutes into a single unified chapter and places these statutes into a more logical and coherent organization.
- The North Carolina General Assembly enacted legislation Session Law 2020-25 (Senate Bill 720), making Chapter 160D effective on June 19, 2020. Counties and municipalities have until July 1, 2021 to incorporate the necessary amendments into their ordinances to make them fully compliant with the new Chapter 160D.
- The Planning Commission heard this item at their May 10, 2021 meeting. The vote was 6 to 0 to recommend approval of these text amendments. I am happy to answer any additional questions that you may have.

1000. ENACTMENT AND GENERAL PROVISIONS**1001. Enactment.**

An ordinance establishing comprehensive zoning regulations for certain areas of the County of Carteret, North Carolina, and providing for the administration, enforcement, and amendment thereof, in accordance with the provisions of North Carolina General Statutes ~~153A-340~~ 160D-702 through ~~153A-348~~ 160D-1405 inclusive, and for the repeal of any ordinance in conflict herewith.

1002. Purpose.

The county commissioners deem it necessary for the purpose of promoting the health, safety, morals or general welfare of the county to enact such an ordinance. To achieve this end, the county commissioners have appointed a planning commission to recommend the boundaries of the various original conditional district

s and appropriate regulations to be enforced therein. As such, the planning commission has divided the county into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan and designed to lessen congestion throughout the county; to secure safety from fire, panic and other dangers; to promote health and general welfare, to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. The planning commission has given reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the county, and the planning commission has submitted its final report to the county commissioners. The county commissioners have given due public notice of hearings relating to zoning districts, regulations and restrictions, and have held such public hearings, and all requirements of the General Statutes of North Carolina, with regard to the preparation of the report of the planning commission and subsequent action of the county commissioners have been met.

1003. Adopting ordinance--An ordinance adopting a revision of the zoning ordinance of Carteret County.

WHEREAS, the board of commissioners of Carteret County, North Carolina, has caused the Carteret County Zoning Ordinance to be revised and embodied in a text entitled "Carteret County Zoning Ordinance" dated the 15th day of June, 1990; and

WHEREAS, it is the intent and desire of the board of commissioners of the County of Carteret to adopt the "Carteret County Zoning Ordinance" dated the 15th day of June, 1990 (the "revised zoning ordinance") as the zoning ordinance effective for all properties in Carteret County, North Carolina;

NOW, THEREFORE, be it ordained by the board of commissioners of the County of Carteret, State of North Carolina, as follows:

- .1 The revised zoning ordinance, dated June 15, 1990, is hereby ordained as the "Carteret County Zoning Ordinance."
- .2 All of the provisions of the revised zoning ordinance shall be in force and effect on and after the effective date of this ordinance.
- .3 All zoning ordinances previously adopted by the board of commissioners of Carteret County and in force on the 15th day of June, 1990 and not contained in the revised zoning ordinance are hereby repealed from and after the effective date of this ordinance except as hereinafter provided in section 4.
- .4 The repeal provided in section 3 of this ordinance shall not affect any offense or act committed or done or any penalty of forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall the repeal provided in section 3 affect any prosecution, action, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

Furthermore, the repeal provided in section 3 of this ordinance shall not affect any right, right-of-way or easement acquired or established in any street, road, highway or other public place within the county; any ordinance of the county providing for laying out, opening, altering, widening, relocating, straightening, acceptance or vacation of any street, road or highway within the county, an ordinance or resolution of the board of commissioners not in conflict or inconsistent with the provisions of this revised zoning ordinance or any previously approved plans or rights granted by the board of commissioners or other agencies of Carteret County, or permits validly issued and in full force and effect as of the effective date of this ordinance.

- .5 Sufficient copies of the revised zoning ordinance shall be maintained in the planning department of Carteret County for inspection by the public at all times during regular office hours. The enactment of this adopting ordinance coupled with availability of copies of the revised zoning ordinance for inspection by the public shall be deemed, held and considered to be due and legal publication for all provisions of the revised zoning ordinances for all purposes. The planning staff shall make adequate arrangements for all or any portion of the revised zoning ordinance to be copied by any person desiring a copy thereof.

- .6 Each section of the revised zoning ordinance is an independent section or part of a section and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.
- .7 The revised zoning ordinance shall take effect at 12:01 a.m. on the 18th day of June, 1990.

TABLE INSET:

~~/s/ _____
 CARL L. TILGHMAN, CHAIRMAN
 CARTERET COUNTY BOARD OF COMMISSIONERS~~

1004. Adopting ordinance--An ordinance adopting a zoning map for Carteret County, North Carolina.

WHEREAS, the board of commissioners of the County of Carteret, State of North Carolina, have by ordinance adopted a revised zoning ordinance entitled "Carteret County Zoning Ordinance" dated the 15th day of June, 1990 (the "revised zoning ordinance"); and

WHEREAS, said revised zoning ordinance is and shall be effective as of the 18th day of June, 1990; and

WHEREAS, the board of commissioners of Carteret County desire to adopt a new zoning map, affixing zones described in the revised zoning ordinance to all properties within Carteret County, North Carolina, which had been assigned zones prior to the adoption of the revised zoning ordinance; and

WHEREAS, it is the intent of the board of commissioners of Carteret County to assign zones described in the revised zoning ordinance to all previously zoned properties within Carteret County so as the uses which were allowed under the prior zoning ordinance of Carteret County correlate as closely as possible to the uses allowed under the revised zoning ordinance;

NOW, THEREFORE, be it ordained by the board of commissioners of the County of Carteret, State of North Carolina as follows:

- .1 The zoning map of Carteret County presented to the board of commissioners of Carteret County this date, which zoning map is entitled "Carteret County Zoning Map, dated June 15, 1990" is hereby designated the "Official Zoning Map of Carteret County," and is hereby adopted by the board of commissioners as the official zoning map of Carteret County.
- .2 All properties designated "PUD's" prior to the adoption of the revised zoning ordinance shall be entitled to retain the "PUD" zoning designation as an overlay upon the zone denoted on the Carteret County Zoning Map adopted hereby, notwithstanding any procedural or approval prerequisites required in the revised zoning ordinance, by submitting to the planning department of Carteret County a master plan for the property so designated within twelve (12) months of the effective date of the adoption of the Carteret County Zoning Map. The submission of such a master plan, and the acceptance thereof by Carteret County, shall not be deemed a waiver of any required subdivision, group housing or other specific requirement contained within any ordinance of Carteret County, but rather the submission of such plan shall only be effective as a waiver of the requirement for approval of a master plan. To the extent that the master plan as submitted fails to meet any substantive requirements of density or otherwise of the revised zoning ordinance, the submission of said plan shall grant no rights to construct or subdivide in accordance with said plan, except to the extent that valid permits for construction are or have been issued prior to the effective date of the revised zoning ordinance.
- .3 Any property designated a "Flexible PUD" prior to the adoption of the revised zoning ordinance shall retain all master plan approvals given prior to the date of adoption of the revised zoning ordinance, and all procedural prerequisites to the designation of a property as a "Flexible PUD" as set out in the revised zoning ordinance shall be waived as to such pre-designated "Flexible PUD's."

This Zoning Map of Carteret County shall be effective as of 12:01 a.m. on the 18th day of June, 1990.

TABLE INSET:

~~/s/ _____
 CARL L. TILGHMAN, CHAIRMAN
 CARTERET COUNTY BOARD OF COMMISSIONERS~~

1005. Jurisdiction.

These regulations govern the development and use of land and structures in all of the unincorporated areas of Carteret County, not to include the areas regulated by the Down East Conservation Ordinance (DECO) or any other governmental unit. These regulations do not apply to bona fide farms, except that non-farms may be regulated as per section 1007.

1006. Interpretation of zoning maps.

Where uncertainty exists with respect to the boundaries of the various districts shown on the maps cited in section 1004, the following rules will be used to interpret the maps:

1006.1 In cases where a boundary line is located within a street or alley right-of-way, railroad or utility right-of-way or easement, canal, navigable or unnavigable water body, it will be considered to be in the center of the street or alley right-of-way, railroad or utility easement, canal or water body. If the actual location of such right-of-way, easement, canal, or water body varies slightly from the location as shown on the map, then the actual location will control.

1006.2 Where a district boundary is shown to approximately coincide with a property line or city limit line, the property line or city limit line will be considered to be the district boundary, unless otherwise indicated.

1006.3 In cases where a district boundary does not coincide or approximately coincide with any street or alley, railroad, water body or canal, or property line, and no dimensions are shown, the location of the boundary will be determined by the use of the scale appearing on the map.

1007. Bona fide farms exempt.

This ordinance shall in no way regulate, restrict, prohibit or otherwise deter any bona fide farm and its related uses. Non-farm uses on a farm shall be subject to this ordinance.

1008. Zoning districts.

For the purposes of this ordinance, a portion of the unincorporated territory of Carteret County as set forth in the accompanying zoning maps is divided into the following districts.

The hierarchy of zoning districts established by this ordinance is classified from highest to lowest in the order listed below:

- A. *RA (Rural Agricultural District)*. This district encompasses those lands that are primarily suited for agriculture, agriculturally-related uses, very low density residential, and/or woodlands.
- B. *R-35 (Low-Density Residential District)*. This district is suited for low-density, single-family residential dwellings.
- C. *R-20 (Low- To Moderate-Density Residential District)*. A single-family residential district established to maintain a density of approximately two dwelling units per acre.
- D. *R-15 (Moderate-Density Residential District)*. A single-family residential district established to maintain a density of approximately three dwelling units per acre that does not permit manufactured homes.
- E. *R-15M (Moderate-Density Residential District)*. A single-family residential district established to maintain a density of approximately three dwelling units per acre that permits manufactured homes.
- F. *R-10 (High-Density Residential District)*. A residential district established to maintain a density of approximately four dwelling units per acre that permits multi-family housing.
- G. *R-5W (Waterfront Residential District)*. A residential district developed exclusively for the Old Causeway Road area between Beaufort and Morehead City.
- H. *C-C (Church Campus District)*. A religious education and recreation use district intended to facilitate the orderly growth of church-related uses.
- I. *OP (Office And Professional District)*. A district established to provide planned office, institutional, and professional development complexes.
- J. *R-B (Residential Business District)*. A business district established to accommodate businesses near or adjacent to residential development, without adversely impacting the adjacent residential area.
- K. *B-3 (Planned Business District)*. A business district established to provide planned shopping center development.
- L. *B-2 (Marine Business District)*. A business district established for marine-related businesses.
- M. *B-1A (General Business District)*. A business district established to be a district between a general business district and a residential district. It is to accommodate businesses that are appropriate for an area containing some residential uses.
- N. *B-1 (General Business District)*. A business district established for retailing of merchandise and for conducting professional and business services.
- O. *MC (Planned Manufactured Home and Recreational Vehicle Park District)*. A district allowing for the development of manufactured home parks and recreational vehicle parks.
- P. *RCP (Recreational Camper Park District)*. A recreational district established to provide planned campground developments.
- Q. *LIW (Light Industrial Wholesale District)*. A district suited for the location of offices, warehouses, and other light industries on tracts of land where the operations involved do not detract from the development potential of nearby properties.

- R. *P-I (Port-Industrial District)*. An industrial district developed exclusively for port-related manufacturing and storage activities.
 - S. *I-W (Industrial And Wholesale District)*. A district suited for the location of manufacturing and other related uses which would be incompatible with business and residential areas.
- (Amend. of 9-15-98(6); Amend. of 12-13-05(1); Amend. of 3-6-06(1); (Amended 5-17-12))

1009. Zoning affects every building and use.

No building, structure or land may be used or occupied, and no building, structure or part thereof may be erected, constructed, reconstructed, moved, enlarged, or structurally altered unless in conformity with all the regulations of this ordinance for the district in which it is located, except as otherwise provided by this ordinance. However, the regulations in this ordinance do not apply to bona fide farms as defined in section 1100.

1010. Rounding off fractions.

When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more will be rounded off and considered a whole unit. Fractions of less than one-half will be rounded off to the nearest lower number of units. For example, when the determination of the number of dwelling units permitted on a lot results in a fraction of a dwelling unit, a fraction of one-half or more will be considered a dwelling unit and a fraction of less than one-half will be disregarded.

1011. Lots divided by zoning district boundaries. (Amended October 15, 2007)

Dividing a lot by zoning district boundaries, also known as split zoning, is prohibited. All existing lots divided by zoning district boundaries shall be rezoned, which may include Conditional Use rezoning, or subdivided per code requirements prior to development.

For the purposes of this section, development shall mean any construction on a vacant parcel, any improvements requiring a building permit that result in at least a fifty (50) percent increase in the gross floor area on the parcel, any improvements requiring a building permit that result in at least a fifty (50) percent increase in the tax assessed value of all improvements on the property, or any new earth disturbance activity (except for a bona fide agricultural activity) that totals at least 1 (one) acre at that time.

1012. Reduction of lot area prohibited.

No lot existing at the time of adoption of this ordinance may be reduced in its dimensions or area below the minimum requirements of this ordinance for the district in which it is located unless specifically authorized by other provisions of this ordinance.

1013. Every lot must abut a street.

No building, structure or use of land for any purpose, except agriculture, may be placed on a lot which does not abut a street. The following sections list exceptions to this rule.

1013.1 A single-family detached dwelling may be constructed on a lot that does not abut a street, provided that the lot meets the terms of the Carteret County Subdivision Regulations or is a lot of record.

1013.2 Any structure approved under the group housing ordinance is exempt from this section.

1014. Interpretation and application of these regulations.

In the interpretation and application of this ordinance, the provisions of the ordinance will be construed to be the minimum requirements adopted to promote the public health, safety, comfort, convenience and general welfare.

1015. Relation of this ordinance to other ordinances.

It is not intended that this ordinance will in any way repeal, annul or interfere with the existing provisions of any law or ordinance except the zoning ordinance which this ordinance replaces. In addition it is not intended that this ordinance will in any way repeal, annul or interfere with any rules, regulations or zoning permits which were legally adopted or issued under previous ordinances for the use or development of land or structures.

1016. Zoning boundaries over surface waters.

Since NCGS ~~153A-340~~ [G.S. 153A-340] 160D-702, as amended, permits a county to regulate development over estuarine waters and over lands covered by navigable waters owned by the state pursuant to G.S. 146-12, within the bounds of that county, the zoning boundaries for waterfront parcels shall be extended linearly 400 feet waterward of the mean high-water mark. This water surface zoning shall not unreasonably infringe on the right to navigation protected by the federal government or on other rights, such as shellfishing rights, allowed by state government.

1017. Zoning district changes affecting the zoning maps.

Upon the effective date of this ordinance, the R-50 (single-family residential district) zone shall be changed in name to RA (rural agricultural), and the C-I (planned mobile home and camp park district) zone shall be changed in name to MC (planned mobile home and camp park district). These changes do not constitute a change in the dimensional requirements or

uses permitted within these districts. The USG zoning classification, which has been shown on the official zoning map but has never had any zoning requirements, shall be changed in name to P-I (Port Industrial District). (Amended 5-17-12)

1100. RULES OF CONSTRUCTION AND DEFINITIONS

1101. Rules of construction.

This ordinance has been written so that the average citizen may use and understand its provisions. Efforts have been made to avoid the overuse of technical language where the meaning could be conveyed in another form. For the purposes of this ordinance, the following rules of construction and interpretation apply.

1101.1 Words used in the present tense include future tense.

1101.2 Words used in the singular number include the plural number and the plural number includes the single number unless the context of the particular usage clearly indicates otherwise.

1101.3 The words "shall," "must" and "will" are mandatory in nature, implying an obligation or duty to comply with the particular provision.

1101.4 The word "may" is permissive.

1102. Definitions.

For the purpose of this ordinance, the following words and terms have the meanings specified in the following sections.

Terms not herein defined shall have the meanings customarily assigned to them.

Abutting. Sharing a common boundary line or separated by a publicly or privately dedicated road or right-of-way.

Accessory building or structure. A detached subordinate building or structure, the use of which is incidental and secondary to that of the principal building or use on the same lot or tract of land as the principal building or use. Under no circumstances shall an accessory building or structure be used for residential occupancy.

Accessory use. A subordinate use, clearly incidental and related to the principal structure, building or use of land, and located on the same lot as that of the principal structure, building or use.

Adjacent. Nearby, but not abutting.

Adult establishments. An adult bookstore, adult motion picture theatre, adult mini motion picture theatre, adult live entertainment business, or massage business as defined in this section. (Ord. of 12-6-93)

Adult bookstore. A bookstore:

- a. which receives a majority of its gross income during any calendar month from the sale of publications (including books, magazines, and other periodicals) which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined in G.S. 14-202.10.
- b. having as a preponderance of its publications books, magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined in G.S. 14-202.10. (Ord. of 12-6-93)

Adult live entertainment. Any performance of or involving the actual presence of real people which exhibits specified sexual activities or specified anatomical areas, as defined in G.S. 14-202.10. (Ord. of 12-6-93)

Adult live entertainment business. Any establishment or business wherein adult live entertainment is shown for observation by patrons. (Ord. of 12-6-93)

Adult motion picture theatre. An enclosed building or premises used for presenting motion pictures, a preponderance of which are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas, as defined in G.S. 14-202.10, for observation by patrons therein. "Adult motion picture theatre" does not include any adult mini motion picture theatre as defined in this section. (Ord. of 12-6-93)

Adult mini motion picture theatre. An enclosed building with viewing booths designed to hold patrons which is used for presenting motion pictures, a preponderance of which are distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in G.S. 14-202.10, for observation by patrons therein. (Ord. of 12-6-93)

Adult uses. An establishment which has a majority of its business which excludes minors by reason of age because of the sexually explicit nature of the material. Such establishments include, but are not limited to, adult bookstores, adult theatres (drive-in, picture and mini-picture), massage parlors, adult cabaret, etc.

Animal hospital/veterinary clinic. A place or facility which provides dental, medical or surgical care for dogs, cats and other domesticated animals. Kennels are not included within this definition.

Apartment. A room, or suite of two or more rooms, which is designed or intended for occupancy by, or which is occupied by, one family.

Aquaculture. The use of land for those activities which constitute the raising of seafood for commercial purposes.

Avocational farming. The use of land for those activities which constitute general farming on less than five acres or which have sales less than \$3,000.00 for the preceding three years or which have less than ten acres of forest land for which a management plan has been prepared. Avocational farming includes the use of the land for the raising and keeping of animals, reptiles, etc., or the propagation of ornamental plants, fruits and vegetables in a manner which does not constitute specialized animal husbandry or specialized horticulture. Avocational farming does not include home gardening or the keeping of pets, both of which are allowed in any zone. Home gardening and the keeping of pets are customarily accessory uses to the primary use of the land.

Auditorium. A place of assembly to watch and/or listen to athletic events, musical performances, dramatic or dance performances, speeches and/or ceremonies. The term is intended to include such uses as stadiums, coliseums, athletic centers, theatres and arenas.

Bed and breakfast. See Boardinghouse.

Billboard. An outdoor advertising device, sign or display used to advertise information concerning a person, place or thing which is located offsite at another location.

Boardinghouse. A building other than a hotel where, for compensation, meals, or lodging and meals, are provided for five or more guests, but not exceeding nine guests. Bed and breakfasts shall be included in this definition.

Boat. A self-propelled registered or documented vessel or watercraft specifically designed to be self-propelled by engine, sail, oar, paddle or other means which is used to travel from place to place by water.

Bona fide farm. Any tract of land containing at least three acres which is used for dairying or the raising of agricultural products, forest products, livestock (domestic) or poultry, and may include facilities for the sale of such products on the premises where produced, provided that a farm shall not be construed to include commercial poultry and swine production, cattle feed lots and production of fur-bearing animals.

Buffer. A screening device used to moderate the adverse impacts of one land use upon another. Buffers may include walls, privacy fences, hedges, landscaped areas, berms, mounds, or combinations of the above. See section 1601. (Amended 11-19-07)

Building. A structure having a roof, supported by columns or walls, for the shelter, housing or enclosure of persons, animals or goods as per NC Building Code.

Building height. The maximum height of a building permitted on a lot. Building height is determined from the vertical distance as measured from the lowest adjacent grade to the building to the highest point on the building, excluding chimneys, antennas and similar structures (see Section 1604. Structures Permitted above the Height Limit). See Figure below. (Ord. of 1-10-00)

GRAPHIC LINK (not available):

Building line. A line formed by the surface of the ground and the closing wall of a building or portion thereof. Where eaves, carports, terraces, patios, enclosed courts, balconies, decks or other projections or appurtenances are portions of a building and extend beyond the enclosing walls of the building, the building lines shall be the outer face of such projections.

Built-upon area. That portion of an individual development project that is covered by impervious or partially impervious cover including buildings, pavement, recreation facilities, etc., but not including decking as defined in 15 NCAC 2H .1000 (stormwater runoff disposal).

Business residence. One structure consisting of both a residence and business activity. The residence must be physically attached to the business.

Camp, seasonal. A facility intended as a recreational/learning center for use by girl and Boy Scout groups or others where activities may include riding, swimming, tennis, hiking, crafts or the like. Camp facilities may provide sleeping and eating quarters or may be intended for day use only. Also called "summer camp."

Caretaker. A resident occupant on a business, industrial or mobile home park site who is intended to oversee the ongoing operations of said facility and remain on site continuously for security reasons.

Church. A structure in which persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship.

Club or lodge, private. An establishment operated by a corporation or association of persons for social, recreational, fraternal or charitable purposes, but which is not operated for profit or to render a service which is customarily conducted as a business.

Coastal Area Management Act (CAMA). A state law as defined in G.S. 113A-100 which claims jurisdiction adjacent to coastal waters and other areas of environmental concern. CAMA permits are required for any land-disturbing activities which take place within a prescribed distance from the mean high-water mark.

Commercial feeder operation. An intensive animal raising operation that takes place within a building (e.g. chicken hatchery and swine production).

Community center or civic center. A new or existing facility that is owned or operated by a nonprofit group from the community for noncommercial activity.

Compactor, trash. See trash receptacle. (Amended 11-19-07)

~~*Conditional use.* A use, allowed pursuant to section 3200, which, owing to some special characteristics attendant to its operation or installation, is permitted in a district subject to approval by the Carteret County Board of Commissioners, and subject to special requirements different from those usual requirements for the district in which the conditional use may be located.~~

Conditional Zoning District. A legislative, site-specific zoning district subject to, implying, or dependent upon site-specific standards and conditions, and shall be requested by the applicant and approved by the Carteret County Board of Commissioners.

Condominium. Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interest in the common elements is vested in the unit owners.

Condominium unit. A physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to G.S. 47C-2-105(a)(5).

Day care center. An agency, organization or individual providing preschool instruction or daytime care to adults and/or children not related by blood or marriage, or not the legal wards or foster children of, the attendant adult at any place other than an occupied dwelling in which the occupant provides day care or any place which provides care for more than 15 children/adults.

Day care center, family. An occupied dwelling in which the occupant provides preschool instruction or daytime care to 6 to 15 children and/or adults not related by blood or marriage, or not the legal wards or foster children of, the attendant adult.

Dedication. A transfer of, or restriction of an interest in land, by the owner for a specified purpose or purposes. Because a transfer of property is entailed, dedication must be made by written instrument or by operation of law and is completed with an acceptance.

Double frontage lot. A lot, other than a corner lot, having frontage on more than one street.

Drive-in service window. A customer service facility designed for the convenience of the motoring public as an accessory part of an office or retail establishment which is intended to enable the customer to transact business with a salesperson located within the principal structure without exiting the motor vehicle. It is presumed that the motor vehicle exits the premises immediately upon completion of the business transaction.

Drystack boat storage. A dry dock boat storage facility. (Amended 3-19-07)

Dumpster. See trash receptacle. (Amended 11-19-07)

Duplex. A building designed, constructed or reconstructed for use as two dwelling units that are connected by a common structural or load-bearing wall. Also known as dwelling, two-family.

Dwelling, single-family. A building, or portion thereof, designed and constructed for use as one dwelling unit built according to the provisions of the NC Residential Building Code (Volume 1B). A single-family dwelling may contain an efficiency unit as defined in this section.

.1 *Detached.* A single-family dwelling that is unattached from another single-family dwelling.

.2 *Attached.* A one-family dwelling that is connected on at least one side by means of a common dividing structural or load-bearing wall to one or more other one-family dwellings.

Dwelling, multifamily. A building designed, constructed or reconstructed, and used for three or more dwelling units. (Amended 7-19-2010)

Dwelling unit. A room or group of rooms, including mobile homes and modular units, forming a single independent habitable unit with facilities used or intended to be used for living, sleeping, cooking and eating by one family; for owner occupancy or for rental, lease or other occupancy on a weekly or longer basis, and containing independent cooking, sanitary and sleeping facilities. Units otherwise meeting this definition but occupied by transients on a rental or lease basis for periods of less than one week shall be construed to be lodging units.

Easement. A grant of rights by a property owner to another entity to make limited use of a portion of real property for a specified purpose.

Efficiency unit. An additional dwelling unit within a single-family dwelling that shall be allowed in all residential zones if the following criteria are met:

1. The efficiency unit contains no more than 25% of the gross heated and/or cooled floor area of the total dwelling;
2. The lot meets the minimum lot size requirements of the zoning district in which it is located. See section 3101.

Equipment rental and storage. Any machinery (including but not limited to tractors, lifts, skid steers, excavators), tools, vehicles, trailers (utility/hauling), or other items necessary for construction or other related practices. (Added 3-21-16).

Family. An individual, or two or more persons related by blood, marriage or adoption living together as a single housekeeping unit; or a group of not more than six persons, who need not be related by blood, marriage or adoption, living together as a single housekeeping unit.

Family care home. A home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons. (Handicapped person means a person with a temporary or permanent physical, emotional or mental disability, including but not limited to, mental retardation, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances and orthopedic impairments, but not including mentally ill persons who are dangerous to others.)

Fence. A structure, other than a building, that is a barrier and is used as a boundary, screening, or means of protection or confinement. This definition includes chain-link, split rail, and other types of open fences, unless otherwise specified. A fence functions like a fence but is usually 6 inches or thinner. (Amended 11-19-07)

Fence, privacy. A fence with no gaps in the structure that are wider than one-quarter inch, except at the edges of the gate. A privacy fence is usually made from solid materials including, but not limited to, brick, masonry products, and wood. (Amended 11-19-07)

Fishing ranch. A pond or lake, or series thereof, used for the extraction of fish for recreational purposes and opened to the general public on a commercial basis, not to include hatchery facilities or operations.

Floating structure (floating home). Any structure, not a boat, supported by means of flotation, designed to be used without a permanent foundation, which is used or intended for human habitation or commerce. A structure will be considered a floating structure when it is inhabited or used for commercial purposes for more than thirty days in any one location. A boat may be deemed a floating structure when its means of propulsion has been removed or rendered inoperative and it contains at least 200 square feet of living space area. (15 NCAC .07M.0600)

Floor area, gross. The sum of the horizontal areas of the several floors of the building, or portion thereof, devoted to such use.

Floor area, net. Net floor area shall equal gross floor area minus floor area devoted primarily to storage purposes.

Golf course. A tract of land designed and laid out for the game of golf, involving accessory uses and buildings.

Government uses. All public service uses/buildings at the federal, state, and local levels. Local to include city, county, sanitary districts and service districts. (Ord. of 6-1-92)

Group care facility. A facility licensed by the appropriate state agency as a group care facility for from seven to fifteen unrelated individuals, excluding supervisory personnel, who are handicapped, aged or disabled and are undergoing rehabilitation, or extended care, and are provided services to meet their specific needs. This category includes group homes for all ages, half-way houses, foster and boarding homes.

Group development. One or more principal structures built on a single lot, tract or parcel of land and designed for occupancy by more than one separate family, firm, business or other enterprise.

Group home. A residential home provided by an agency, organization or individual for persons who need sheltered living conditions for rehabilitation or extended care purposes.

Health services. Establishments of licensed practitioners, or licensed persons independently practicing a profession, primarily engaged in rendering medical, surgical and other health-related and allied personal care services in the health field (e.g., physicians, physical therapists).

Home for the aged. An agency, organization or individual providing care for three or more sick or aged persons not related by blood or marriage to the operator.

Home occupation. (Amended 12-19-2011) An occupation, service, profession, or enterprise carried on by resident members of a family and not more than two non-resident employees. An accessory use of residential property that is clearly incidental and subordinate to the principal residential use of the property. Kennel, vehicle repair, veterinarian, and wrecker services are not a home occupation. A home occupation does not include any use that stores materials, supplies, and the like anywhere except within a completely-enclosed structure that is customary to a residential use.

Home occupation (Major). (Added 12-19-2011) A home occupation that has or might have a noticeable impact on the surrounding residential area, as determined by the Planning Director or designee, such as:

- a. Bed-and-breakfast residence.
- b. Business and installation services that use or house 2 (two) or more trucks and/or utility trailers on the property, including (but not limited to) appliance repair, computer services, construction services, electric contractors, heating and/or air conditioning, lawn care and/or landscaping, painting, pest control, pool services, plumbing, remodeling, roofing, satellite TV service, solar panels installation, tool suppliers, vending machine resuppliers, and wind turbines installation.
- c. Day-care for 7 (seven) or more individuals, whether adults or children.

- d. Personal business with more than 1 (one) non-resident employee that provides one or more of the following types of services: advertising, answering services, bookkeeping, burglar alarms, consultant services, customer service representative, financial advice, housekeeping service, insurance services, internet services, legal services, locksmith, software development, on-line retail (depending on whether pick-up and/or delivery is off-site or on-site), pet-grooming, real estate management, real estate office, résumé service, seamstress, secretarial services, septic and sewer services, staffing service, tax service, taxi cab services, and travel agencies.
- e. Professional services, including (but not limited to) barbers, beauticians, dental facilities, medical facilities, nails, photographers, physical therapy facilities, and tattoos.
- f. Home occupation that requests or uses a sign.
- g. Other, as determined by the Planning Director or designee

Home occupation (Minor). (Added 12-19-2011) A home occupation that has little or no impact on the surrounding residential area, as determined by the Planning Director or designee, such as:

- a. Business and installation services that use or house not more than 1 (one) truck or 1 (one) truck with utility trailer on the property, including (but not limited to) appliance repair, computer services, construction services, electric contractors, heating and/or air conditioning, lawn care and/or landscaping, painting, pest control, pool services, plumbing, remodeling, roofing, satellite TV service, solar panels installation, tool suppliers, vending machine resuppliers, and wind turbines installation.
- b. Day-care for 6 (six) or fewer individuals, whether for adults or children.
- c. Home craft businesses, including (but not limited to) artists, sculptors, and dressmakers.
- d. Instructional services, including (but not limited to) music, art, dance, personal training, tutoring, and voice.
- e. Personal business with no more than 1 (one) non-resident employee that provides one or more of the following types of services: advertising, answering services, bookkeeping, burglar alarms, consultant services, customer service representative, financial advice, housekeeping service, insurance services, internet services, legal services, locksmith, software development, on-line retail (depending on whether pick-up and/or delivery is off-site or on-site), pet-grooming, real estate management, real estate office, résumé service, seamstress, secretarial services, septic and sewer services, staffing service, tax service, taxi cab services, and travel agencies.
- f. Other, as determined by the Planning Director or designee

Home occupation, traditional. Traditional and/or historic home occupations unique to given areas including, but not limited to, small craft wooden boat builders, fishermen, wood carving, artisan, food canning, and the like that are conducted on-site and may be conducted in an accessory structure. (Amended 12-19-2011)

Horticulture, specialized. The use of land for the propagation of ornamental plants and other nursery products such as bulbs, florist greens, flowers, shrubbery, flower and vegetable seeds, plants and sod and fruits and vegetables grown primarily under cover (e.g., greenhouses).

Hotel, motel, motor lodge, motor inn, inn, tourist court. A building or group of attached or detached buildings containing, in combination, ten or more lodging units or ten or more dwelling units intended primarily for rental or lease to transients by the day or week, as distinguished from multi-family dwellings, roominghouses, and residential hotels in which rentals and leases are for weekly or longer periods and occupants are generally residents rather than transients.

Hotel, residential. A building or group of attached or detached buildings containing, in combination, five or more lodging units available for occupancy only for periods of thirty days or longer, provided, however, that temporary lodging units for guests of regular tenants may be provided in any residential hotel, with the number of such units limited to ten percent of the number of tenant lodging units.

Junked or wrecked motor vehicles. Motor vehicles which do not display a current license plate or a current registration sticker and which do not display a current inspection sticker issued by or in the same state as the license plate or registration sticker and which either:

- .1 Are partially dismantled or wrecked; or
- .2 Cannot be self-propelled or moved in the manner in which originally intended.

Junkyard. An establishment operated or maintained for the purpose of storing, dismantling, salvaging, recycling, buying or selling scrap or used materials such as paper, metals, rubber, rags, glass, wrecked, used or dismantled products and articles such as machinery, vehicles, appliances and the like.

Kennel. A place or facility prepared to house, board (for a long or short time period), breed, handle, train or otherwise keep or care for dogs and cats belonging to the owner or occupant of the property, customers, patrons or others, including lost or strayed animals, for compensation or as a humanitarian gesture. Facilities which provide dental, medical or

surgical care are exempt from this definition, as well as facilities which breed animals exclusively for the purpose of hunting, showing or bettering blood lines for AKC registration.

Landfill. A site within which is deposited solid waste material, including trash, construction debris, stumps, branches and limbs, garbage and industrial waste.

Lodging unit. A room or rooms connected together, constituting a separate lodging for one family only, physically separated from any other rooms or dwelling or lodging units. Where two or more rooms are connected by a doorway or doorways, and arranged, equipped and furnished in such a manner that they might reasonably be rented, leased or occupied, either individually or in combination, each room shall be construed as a lodging unit (e.g., hotel and motel rooms).

Lot. A portion of a subdivision, or any other parcel of land intended as a unit for transfer of ownership or for development or both. In determining the area and dimensions of the lot, no part of the right-of-way of a road may be included.

Lot area. The total horizontal area within the lot lines of a lot exclusive of street or highway rights-of-way and/or property below the mean high-water mark.

Lot, corner. A lot which occupies the interior angle at the intersection of two street lines which make an angle of less than 135 degrees with each other.

Lot line, front. In the case of an interior lot, the lot line separating said lot from the street; in the case of a corner lot or through lot, the lot line separating said lot from that street which is designated as the front street in the request for a building permit.

Lot line, rear. The lot line opposite and most distant from the front lot line; in the case of irregularly shaped lots, such lot line shall be an imaginary line parallel to the front line but not less than ten feet along and measured within said lot.

Lot line, side. Any lot line which is not a front or rear lot line; a lot line separating a lot from a side street is an exterior side lot line, while a lot line separating a lot from another lot or lots, is an interior side lot line.

Lot, nonconforming. A lot of record existing at the time regulations were passed requiring greater minimum width or area than provided on such lot, or establishing other limitations which such lot does not meet. Such lots may be considered substandard lots of record.

Lot, non-legal for zoning purposes. A lot which does not meet the requirements of a nonconforming lot and is substandard. No such lot shall be used or occupied until it is made to conform to the requirements of this ordinance and other applicable regulations (e.g., a lot which is illegally subdivided and does not meet the minimum lot size requirement for the district in which it is located).

Lot of record. A lot which is part of a subdivision, a plat of which has been recorded in the office of the register of deeds of Carteret County prior to the adoption of this ordinance, or a lot described by metes and bounds, the description of which has been recorded prior to the adoption of this ordinance.

Lot width. The distance between the side lot lines, measured along the front setback line as established by this ordinance.

Mail order house. Establishment primarily engaged in the retail sale of products by catalog and mail order, and including catalog and order taking offices.

Manufactured home. See Mobile home.

Marina, commercial. Any dock or basin and associated structures providing permanent or temporary commercial harboring of ten or more commercial and/or pleasure boats on a primarily rental basis and providing services related to the facility including, but not limited to, fuel sales, retail and food sales, drystack boat storage, and other related services. Pump-out facilities are required at commercial marinas. See section 3117. (Amended 3-19-07)

Marina, residential. A private, nonprofit boating facility including permanent or temporary docks, piers and/or launching ramp planned for the harboring or storing of ten or more boats on property having water frontage, the use of which is intended to serve primarily the residents within an approved subdivision or planned unit development. The facility is intended to serve units that have a legal interest in the subdivision. No commercial activities of any kind shall be allowed within the confines of the facility. This shall include, but is not limited to, drystack boat storage, fuel sales, slip rentals and the like. Pump-out facilities shall be required. See section 3105.

Massage. The manipulation of body muscle or tissue by rubbing, stroking, kneading, or tapping, by hand or mechanical device.

(Ord. of 12-6-93)

Massage business. Any establishment or business wherein massage is practiced, including establishments commonly known as health clubs, physical culture studios, massage studios, or massage parlors.

(Ord. of 12-6-93)

Mobile home. A structure over 32 feet in length and over 8 feet wide which is transportable in one or more sections, built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. The term "mobile home" does not include a "recreational vehicle." Also known as manufactured home.

Mobile home park. A parcel of land, more than three acres, under single ownership which has been planned and improved for the placement of two or more one-story modular homes on-frame or chassis or mobile homes for dwelling purposes. This definition shall not include mobile home sales lots on which unoccupied mobile homes are parked for the purpose of inspection and sale. (Amended 2-15-10)

Mobile home space/lot. A parcel of land occupied or intended to be occupied by one and only one single-story modular home on-frame or chassis or mobile home for the exclusive use of the occupants of said mobile home or modular home. Mobile home space shall also mean a parcel of land in a mobile home park provided with the necessary utility connections, patio, and other appurtenances necessary for the erection thereon of only 1 (one) single-story modular home on-frame or chassis or mobile home, and for the exclusive use of the occupants of said mobile home or modular home. (Amended 2-15-10)

Mobile home stand. That part of an individual mobile home space which has been reserved for the placement of the mobile home and additions or attachments thereto.

Model unit marketing center. A model unit marketing center shall be defined as a model unit, including model homes, mobile homes and group housing units, located within a particular development project only for the marketing and sales of said approved development project. See section 3122.

Modular home. A dwelling unit constructed in accordance with the standards set forth in the North Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation. A modular home may consist of 2 or more sections, or a series of panels or room sections erected or joined together on the site. (Amended 2-15-10)

Motor vehicle repair garage. An establishment where the following services are available: major mechanical repairs, including engine overhaul and transmission work. Repair garages can also offer services similar to service stations.

Motor vehicles service station. An establishment where gasoline, diesel oil and/or other fuel for internal combustion engines is supplied and dispersed at retail. A service station is not a repair garage nor a body shop. Uses permissible at a service station do not include major mechanical and body work, straightening of body parts, painting, welding, storage of automobiles or trucks not in operating condition or other operations involving noise, glare, smoke, fumes or other characteristics to an extent greater than normally found in service stations.

Mound. A rounded hill, natural formation, or man-made bank or hill of earth and/or stones. (Amended 11-19-07)

Non-conforming building or structure. An existing building or structure which does not comply with this ordinance either at the effective date of this ordinance or as a result of subsequent amendments which may be incorporated in this ordinance.

Non-conforming use. The use of a building, structure or lot for a purpose that does not conform to the use regulations of this ordinance for the district in which it is located, either at the effective date of this ordinance or as a result of subsequent amendments which may be incorporated in this ordinance.

Non-profit educational cooperative. An organization operated on a nonprofit basis whose purpose is to acquire, produce and distribute instructional materials for the benefit of its member institutions. Membership consists primarily of fully accredited schools of health, education, social, legal environmental and/or engineering sciences in institutions of higher learning. Onsite faculty development workshops and fellowship training programs may also be provided as part of the organization's purpose.

Nursing/convalescent home. A facility, licensed by the appropriate state agency for the care of aged or infirmed individuals, that meets the requirements set forth in this ordinance.

Overnight recreational vehicle and/or camping vehicle storage: An open area for the storage of RV's, trailers, and/or camping vehicles. (Added 9-21-15).

Package treatment plant. Privately or publicly owned and operated sewage treatment facility. These plants are prefabricated by the manufacturer and delivered as completed units to the clients.

Parking deck, automobile. A special structure of two or more levels designed to be used for the temporary storage of motor vehicles. A parking deck shall be constructed according to the required building and fire codes.

Parking space. A parking space is defined as an off-street space available for the parking of motor vehicles. A standard parking space must have minimum dimensions of 10 feet in width and 20 feet in length with a total minimum area of 200 square feet. This area does not include any passageways and driveways used for access to the space or spaces. Where there are lots designed to accommodate more than ten vehicles, up to 25 percent of the spaces may have minimum dimensions of 7.5 feet in width and 16 feet in length. The smaller spaces, if provided, shall be designated for use only by compact cars.

Parsonage/caretaker's quarters. A dwelling built to N.C. Building Code Vol. I provided by a church for its pastor or caretaker. Only one dwelling shall be allowed per parcel. (Amend. of 3-2-98(1))

Principal building or structure. A building or structure containing the principal use of the lot.

Principal use. The primary use and chief purpose for which a lot is used.

Public water supply system. An approved water system serving fifteen or more connections or serving a minimum of twenty-five people daily at least 60 days out of the year, including county, municipal and private water systems.

Public or community sewer system. A single system of sewage collection, treatment and disposal owned and operated by a sanitary district, a metropolitan sewage district, a water and sewer authority, a homeowners' association, a county or municipality or a public utility.

Recreation use, nonprofit. An indoor or outdoor recreation use owned by a not-for-profit corporation, according to the laws of North Carolina.

Recreation use, profit. An indoor or outdoor recreation use owned by an entity other than a not-for-profit corporation.

Restaurant. An establishment designed in whole or in part to cater to or accommodate the consumption of food and/or beverage and:

- .1 Customers, normally provided with an individual menu, are served their foods and/or beverages, including alcohol, by a restaurant employee at the same table or counter at which said items are consumed.
- .2 A cafeteria style setting is provided where food, and/or beverages are consumed within the restaurant structure.

Restaurant, with drive-in service. An establishment designed, in whole or in part, to cater to or accommodate the consumption of food and/or beverages in automobiles on or off the premises of such establishment.

Setback. Yard space, other than a court, unoccupied and unobstructed by any structure or portion of a structure. Fences and walls may be permitted in any setback subject to height limitations established generally for the district and, further, provided that poles, posts and other customary accessories, ornaments, furniture and landscaping shall be permitted in any setback if they do not constitute substantial impediments to free flow of light and air across the setback or violate provisions of these or other regulations regarding visibility. Also known as building line. In cases where the minimum front setback line bisects the lot at a point where the minimum lot width is substandard as set forth in the dimensional requirements of the district, the front setback will be determined at the point where the lot width equals the minimum lot width.

Sign. Any device designed to inform or attract attention of persons not on the premises on which the device is located. See section 2100.

Sound barrier. A sound barrier consists of a wall of brick, concrete, concrete block, glass, full louvered or solid wooden fencing manufactured of suitable salt-treated lumber not less than eight feet high and no more than ten feet from a building where outside noises occur (such as animal, human, machinery, engines under operation or testing, etc.). The sound barrier shall encircle the noise area on all sides with a combination of building, wall, or fence which meets the eight-foot height requirement.

Special use. A use that would not be appropriate generally throughout the zoning district or without special study but which, if controlled as to number, area, location, or relation to neighborhood, would be. (Amended 7-16-2012)

Stable, private: A structure or fenced-area that houses or contains horses, mules, ponies, llamas, ostriches, and the like that are for the enjoyment of the property owner, where the stable is located on the same parcel as the property owner's residence and the horses, mules, etc. are all owned by that property owner. (Added 8-15-11)

Stable, public: A structure or fenced-area that houses or contains horses, mules, ponies, llamas, ostriches, and the like that are available for hire, lease, and/or riding lessons and stalls may be rented. (Added 8-15-11)

Street. A public or private right-of-way not less than 30 feet in width set aside for public or private travel and either which has been accepted for maintenance by the State of North Carolina, has been established as a public or private street prior to the date of adoption of this ordinance, or which has been dedicated to the State of North Carolina for public travel by the recording of a plat of a subdivision which has been approved by either the planning commission or board of county commissioners, or which had been approved as a private street in accordance with the Carteret County Subdivision Regulations by either the planning commission or board of county commissioners.

Structure. A walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank or other manmade facilities or infrastructures.

Temporary residential mobile home. A mobile home, intended for residential use for a limited period of time, used for purposes of providing for custodial care under a special use permit or providing temporary residential space during the installation of a replacement mobile home or construction of a residential unit built to NC Building Code on the same lot, and for 30 days after the issuance of certificate of occupancy for the permanent unit. The temporary mobile home shall be anchored as per NC Building Code.

Thoroughfare or major thoroughfare. For the purposes of this ordinance the terms thoroughfare or major thoroughfare shall mean the rights-of-way of Highways 70, 24, 58, 101 and 12. (Amended 11-19-07)

Trailer, hauling or utility. A vehicle or structure designed to be transported and intended for carrying animals or goods.

Trailer, overnight camping. For purposes of this ordinance the following shall be considered an overnight camping trailer:

- .1 *Travel trailer.* A vehicular, portable structure built on a chassis (other than a mobile home), designed as a temporary dwelling for travel, recreation and vacation.
- .2 *Pick-up coach.* A structure designed to be mounted on a truck chassis for use as a temporary dwelling for travel, recreation and vacation.
- .3 *Motor home.* A portable, temporary dwelling to be used for travel, recreation and vacation, constructed as an integral part of a self-propelled vehicle.
- .4 *Camping trailer.* A temporary, folding structure, mounted on wheels and designed for travel, recreation and vacation use.

Trailer park, overnight camping (campground). An approved site, tract of land or lot upon which not less than two overnight camp sites and/or overnight trailers occupied for temporary shelter, dwelling, recreational or vacation uses may be located, regardless of whether or not a charge is made for such services.

Trash receptacle. Any container, structure, or building (including dumpsters and compactors) designed to hold, crush or otherwise compact, and/or receive the trash of one or more businesses, one or more public or semi-public institutions, and/or two or more residences. (Amended 11-19-07)

Triplex. A building designed, constructed or reconstructed for use as three dwelling units that are connected by a common structural or load-bearing wall.

Variance. A relaxation of the literal terms of this ordinance where such relaxation will not be contrary to the public interest and, where, owing to conditions peculiar to the property and not the result of actions or the situation of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. A variance is authorized only for the dimensional controls of this ordinance. Establishment or expansion of a use otherwise prohibited shall not be permitted by a variance.

Wall. A structure, other than a building, that is a barrier and is used as a boundary, screening, or means of protection or confinement. A wall functions like a fence but is usually thicker than 6 inches. (Amended 11-19-07)

Yacht and Boat Club. Any dock or basin and associated structures providing permanent or temporary commercial harboring of ten or more commercial and/or pleasure boats primarily through the sale or the ownership of boat slips and providing services related to the facility including, but not limited to, fuel sales, retail and food sales, drystack boat storage, and other related services. Pump-out facilities are required at yacht and boat clubs. See section 3117. (Amended 3-19-07)

Yard, front. The space required between a front lot line and the front setback line of a principal building or structure.

Yard, rear. The space required between the rear lot line and the rear building line of a principal building or structure, which may [contain] permitted accessory buildings, structures, or uses.

Yard, side. The space required between a side lot line and the side building line of a principal building or structure, which may contain permitted accessory buildings, structures, or uses.

1200. ADMINISTRATION

1201. Zoning administration.

The director and staff of the Carteret County Planning Department are hereby authorized, and it will be their duty, to administer and enforce the provisions of this ordinance. More specifically, for the purposes of this ordinance, it will be the duty of the zoning enforcement officer to enforce and administer the provisions of this ordinance. An appeal from a decision of the zoning enforcement officer may be taken to the zoning board of adjustment established pursuant to this ordinance in section 1400.

1202. Enforcement methods.

The provisions of this ordinance may be enforced by any one or more of the following methods. The county may apply for any appropriate equitable remedy to enforce the provisions of this ordinance.

1202.1 *Injunction.* The provisions of this ordinance may be enforced by injunction. When a violation of this ordinance occurs, Carteret County may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction commanding the defendant to correct the unlawful condition or cease the unlawful use of the property.

1202.2 *Order of abatement.* In addition to an injunction, the county may enter an order of abatement as part of the judgment in the case. An order of abatement may direct any of the following actions: that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture or other moveable property be moved; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the ordinance.

1202.3 *Execution of court decisions.* If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he or she may be cited for contempt. The county may execute the order of abatement and will have a lien on the property in the nature of a mechanic's and materialman's lien for the cost of executing the order. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and by posting a bond for compliance with the order. The bond must be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter was heard and will be conditioned on the defendant's full compliance with the terms of the order of abatement within the time fixed by the judge. Cancellation of an order of abatement does not suspend or cancel an injunction issued in conjunction with the order.

1203. Violation of ordinance.

Any person, firm, or corporation convicted of a violation of any provision of this ordinance will be guilty of a misdemeanor. Such a conviction is punishable by a fine not exceeding fifty [dollars] (\$50.00) or imprisonment not exceeding 30 days. After notice of a violation is given, the violator will have 30 days to correct the violation. After that time, each additional day that the violation continues to exist will be considered a separate violation.

1204. Zoning compliance certificate.

In order to ensure successful completion of all improvements required for a use as outlined in this ordinance, the zoning enforcement officer shall conduct a final inspection prior to issuance of the certificate of occupancy. The purpose of this inspection will be to review the development and ensure compliance with the zoning permit issued. The zoning enforcement officer shall provide written certification indicating that the use meets all applicable requirements. It is illegal to occupy or change the use of any building or land, except for land used for agricultural, Aquacultural, and forestry purposes, until a zoning compliance certificate has been issued by the zoning enforcement officer.

1205. Zoning permits.

1205.1. It is illegal for any person to begin construction of, or change the use of, a structure or any part of a structure without obtaining a zoning permit from the zoning enforcement officer.

1205.2. The zoning enforcement officer will not issue a zoning permit unless the plot plans, zoning specifications, and intended use of the structure conform to the requirements of this ordinance. The application for a zoning permit must be accompanied by information sufficient to allow the zoning enforcement officer to act on the request.

1205.3. In cases where the applicant for a zoning permit appeals a decision of the zoning enforcement officer or applies for a variance from the provisions of the ordinance, the zoning enforcement officer will forward all information pertaining to the application to the zoning board of adjustment.

1205.4. Any zoning permit issued in accordance with this section will lapse and become invalid unless the work for which it was issued is started within six months of the date of issue or if the work authorized by it is suspended or abandoned for one year.

1206. Application for zoning permit.

The following information shall be required when making application for a zoning permit:

- a) Plot plan showing the actual dimensions of the lot to be developed. The plot plan being drawn to scale when the development is taking place in business, industrial, office and professional, and church campus districts;
- b) Location of existing and proposed buildings, including setbacks;
- c) Size of proposed building and, in the case of a commercial structure, interior floor plans, when necessary for determination to be made under other sections of this ordinance;
- d) Number and location of parking spaces for commercial structure; and
- e) Location and dimensions of proposed and existing signs.

1300. AMENDMENTS**1301. Amendment responsibility.**

1301.1. The board of county commissioners on its own motion or by petition may amend, supplement, change or repeal the zoning district boundaries or regulations established by this ordinance. Any such amendment will be adopted only after public notice and public hearing as required by general law.

1301.2. In approving an amendment to change a zoning classification, the board of county commissioners may change the existing zoning classification of the area or any part of the area covered by the petition to the classification requested or to a higher classification or classifications as defined in section ~~1010~~ 1008. This action may occur without the withdrawal or modification of the petition.

1302. Petition for amendment. (Amended 2-12-2008, 10-19-2009, and 10-17-2011)

Petitions for an amendment to the zoning ordinance or for the rezoning of property must be filed in the office of the planning department by the property owner or his duly authorized agent. An official application form shall be obtained and returned to the planning department no later than four weeks prior to the date of the planning commission meeting for which the petition is slated. The filing fee shall be in accordance with the planning department fee schedule and must accompany the application form

1303. Withdrawal/suspension of petitions.

1303.1. Petition for rezoning of property or amendment to the ordinance may be withdrawn or suspended by the petitioner at any time up to and including 10 days prior to the hearing date. After that time, requests to withdraw or suspend a petition must be filed with the clerk to the board of county commissioners and, on the day of the hearing, the commissioners will decide if the withdrawal/suspension will be allowed. If the request for a suspension is granted, the petitioner shall incur all costs associated with the readvertisement of the public hearing. If a petition is withdrawn, any reapplication shall be treated as a new petition and all required fees shall be paid.

1303.2. The petitioner will not be allowed to amend or change the petition after the board of county commissioners authorizes a public hearing to hear the request.

1304. Public hearing.

1304.1. No amendment of the ordinance or rezoning of property may be adopted until after a public hearing has been held on the petition. (Amended 10-17-2011)

1304.2. The total amount of time allowed for the supporters or the opponents of a petition to provide verbal comments shall be determined at public hearing. At the hearing, the presiding officer of the hearing will decide whether to grant all or part of any request for additional time.

1304.3. In cases involving a controversial rezoning matter and a large number of persons wishing to speak at the public hearing in favor of or against a request, the planning department reserves the right to require those persons to sign up in advance of the public hearing in order to facilitate and organize the speakers. Persons who do not register to speak in advance shall be allowed that right at the public hearing. If such a requirement for pre-registration is necessary, the advertised public hearing notice shall clearly indicate this requirement.

1305. Recommendation of the planning commission.

No proposal to amend the zoning ordinance or rezone property will be approved unless it is first submitted to the planning commission for its recommendations pursuant to section 1302. The planning commission must take action on the amendment within 45 days after the petition has been referred to the planning commission. If the planning commission does not render a decision within that period, the petition will be considered the same as a favorable recommendation. If the planning commission tables the amendment for any length of time, that shall be considered to be taking action on the amendment. (Amended 2-12-2008)

1306. Effect of denial by county commissioners.

A petition for amendment to the ordinance or for the rezoning of property that has been denied in whole or in part or has been approved to a higher classification (as defined in section ~~1010~~ 1008) than the one originally requested may not be resubmitted within six months of the date of action on the original request. However, the board of county commissioners may choose to allow a reapplication if, after a report from the planning commission, it determines that there have been substantial changes in conditions or circumstances which may relate to the request.

1307. Notice requirements. Added 10-17-2011

For any request that is to go before the Zoning Board of Adjustment, Planning Commission, or Board of County Commissioners that pertains to a particular property or properties, Staff shall complete the following requirements

1307.1 A notice of the request will be placed in a local Carteret County newspaper once a week for two successive calendar weeks. The notice will appear for the first time no more than 25 days and no less than 10 days prior to the meeting or hearing date.

1307.2 In addition, notice shall be given by first class mail to the owners of surrounding properties, as well as any others whose property (or any portion thereof) lies within 200 feet or 2 properties, whichever distance is greater, of any portion of the subject property or properties. Such notification must be mailed at least 10 (ten) days in advance of the meeting/hearing date.

1307.3 A sign shall be posted on the subject property or properties at least 10 (ten) days prior to the meeting or hearing date.

1400. ZONING BOARD OF ADJUSTMENT**1401. Organization.**

This ordinance establishes a zoning board of adjustment. This board will consist of five regular members and up to two alternate members who are citizens and residents of Carteret County to be appointed for overlapping terms of three years. An appointment to fill a vacancy on the board will be for the remainder of the unexpired term.

1402. Rules of procedure.

The board of adjustment will adopt rules and regulations in accordance with chapter ~~153A~~ 160D of the North Carolina General Statutes [G.S. Ch. ~~153A~~ 160D] for its own operation necessary to carry out the provisions of this ordinance. The zoning enforcement officer will maintain copies of the adopted rules for public information. The board of adjustment shall elect a chairman and vice-chairman from its membership who shall serve for one (1) year or until their successors are elected. The chairman or, in his (her) absence, the vice-chairman may administer oaths. The board shall appoint a secretary, who may be a county officer, an employee of the county, a member of the planning commission, or a member of the zoning board of adjustment. All meetings of the board of adjustment shall be open to the public.

1403. Duties of the board of adjustment. (Amended 8-16-10; 7-16-2012; 6-9-14 and 7-21-14)

The board of adjustment is assigned a certain number of specific duties by this ordinance. Those duties are listed below.

1403.1. *Interpretation of the ordinance.* The board of adjustment is responsible for interpreting the provisions of the ordinance if there is a question about the meaning or application of a provision. Once the board has made an interpretation on an issue, the zoning enforcement officer will consistently use that interpretation in the administration of the ordinance. The board may also ask that the ordinance be amended to clarify a problem with the ordinance that has come to the board's attention.

1403.2. *Administrative review.* The Board of Adjustment will hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the enforcement officer, administrator, or the Carteret County Planning Commission. Any person who feels that his/her legal or property rights may have been affected, or any officer, department, board, or bureau of Carteret County may file such an appeal within 30 days of the decision of the enforcement officer.

1403.3 *Variances.* When unnecessary hardships would result from carrying out the strict letter of a zoning ordinance, the board of adjustment shall vary any of the provisions of the ordinance upon a showing of all of the following:

- (1) Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
- (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
- (4) The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

1404. Appeals and hearings. (Amended 10-19-2009; 10-17-2011; and 7-16-2012)

At least four weeks before the regularly scheduled zoning board of adjustment meeting date, the applicant for an appeal, code interpretation, or variance shall submit the completed application form and all supporting materials (including paper copies of any maps, site plans, and other graphics in sufficient number, as determined by the planning director or designee) and any required fee. In consultation with the chair of the zoning board of adjustment, the planning director or designee shall establish annually the schedule of the meeting date and submission deadline for each month's zoning board of adjustment regular meeting.

All administrative papers and other information relating to an appeal, code interpretation, or variance must be submitted to the planning director or designee by the appellant at least four weeks before the regularly scheduled zoning board of adjustment meeting date. After this deadline has expired, the applicant may not submit additional materials or information for the board to consider, unless the applicant agrees to be heard at the next available board meeting for which the submission deadline has not expired.

The board will give notice of the time, place, and subject of its hearings to the person(s) making the request. The board will keep minutes of its hearings and records of the votes of each member.

1405. Actions of the board. (Amended 7-16-2012)

Any decision of the board of adjustment will state the reasons and the findings of fact and conclusions of law made by the board to reach its decision. The concurring vote of four-fifths of the members of the board will be required to reverse any order, requirement, decision or determination of any administrative official charged with enforcement of the ordinance, or to decide in favor of the person(s) making an appeal, or a variance request. The board of adjustment shall inform the parties involved of its decision and the reasons and findings of fact in writing.

1406. Rehearing.

The board of adjustment will refuse to hear an appeal or application for a variance which has been previously denied if it finds that there have been no substantial changes in the conditions, circumstances or evidence relating to the matter.

1407. Fees.

Petitions for appeals to be considered by the board of adjustment must be filed with the planning department and must be in accordance with the planning department fee schedule.

1408. Appeals of the decision of the zoning board of adjustment.

Any person or persons aggrieved by a decision of the board may appeal the decision of the board of adjustment to the superior court of North Carolina within 30 (thirty) days after a written and signed copy of the decision is filed in the planning department. Any aggrieved party may submit a written request for the decision at the time of the hearing.

1409. Notice requirements. (Added 10-17-2011; amended 06-09-14)

For any request that is to go before the Zoning Board of Adjustment, Planning Commission, or Board of County Commissioners that pertains to a particular property or properties, Staff shall complete the following requirements

1409.1 A notice of the request will be placed in a local Carteret County newspaper once a week for two successive calendar weeks. The notice will appear for the first time no more than 25 days and no less than 10 days prior to the meeting or hearing date.

1409.2 In addition, notice shall be given by first class mail to the owners of surrounding properties, as well as any others whose property (or any portion thereof) lies within 200 feet or 2 properties, whichever distance is greater, of any portion of the subject property or properties. Such notification must be mailed at least 10 days in advance of the meeting/hearing date.

1409.3 A sign shall be posted on the subject property or properties at least 10 days prior to the meeting or hearing date.

1500. NONCONFORMING USES**1501. Purpose.**

This ordinance places restrictions on the use and development of land by establishing minimum standards. In many instances, land and improvements were developed or proposals for the use of land were initiated prior to the adoption of this ordinance. These uses may not meet the minimum standards contained in this ordinance because they were developed under no specific standards or under standards which were less restrictive. The board of county commissioners recognizes that the strict application of these standards to such uses may create certain hardships for the property owner. The board also recognizes that these uses may be allowed to continue in use in accordance with the spirit of this ordinance, even though not meeting the ordinance standards. Therefore, the uses or situations described below are accorded a nonconforming status with all the specific privileges and limitations set forth to govern their existence.

1502. Nonconforming vacant lots.

A nonconforming vacant lot is a lot which does not conform to the use regulations of this ordinance for the district in which it is located, either at the effective date of this ordinance or as a result of subsequent amendments which may be incorporated in this ordinance. A nonconforming vacant lot may be used for any of the uses permitted by this ordinance in the district in which it is located if the use of the lot meets the following standards:

1502.1. The minimum requirements for front, side and rear yards, height of structures, and unobstructed open space for the particular district must be met.

1502.2. Duplexes and multifamily dwellings must meet the minimum lot standards for those uses in the particular district in addition to the dimensional requirements listed in section 1502.1.

1502.3. The lot in question does not abut a lot which could be combined with it to make it conforming.

1503. Nonconforming occupied lots.

A nonconforming occupied lot is a lot which contained a structure at the time this ordinance was adopted, but which does not meet the minimum requirements for width, area, front, side or rear yard, height, and unobstructed open space for the district in which it is located. Any structures on this type of lot may be improved or expanded in accordance with the following standards:

1503.1. Any improvement or expansion of any building on this type of lot must comply with the minimum requirements of the ordinance for front, side and rear yard, height, and unobstructed open space for the district in which the lot is located, provided any improvement or expansion does not increase the nonconformity.

1504. Nonconforming open uses of land.

A nonconforming open use of land is an open use on a lot when the only buildings are incidental and accessory to the principal open use which was in existence prior to the adoption of this ordinance and which would not be permitted by this ordinance in the district in which it is located. Uses such as storage yards, used car lots, auto wrecking, salvage yards, golf driving ranges, rifle ranges, and miniature golf courses are examples of open uses. A legally established nonconforming open use of land may be continued but is subject to the following limitations:

1504.1. A nonconforming open use of land may only be changed to a conforming use; however, it may not later be used for any nonconforming use.

1504.2. A nonconforming use of land that is discontinued for more than six months may not be reestablished and all subsequent uses of the site must be in conformance with the particular district regulations. Any vacancy or nonuse of the land regardless of the intent of the owner or tenant will be considered a discontinuance for the purposes of this requirement.

1504.3. A nonconforming open use of land may not be enlarged to cover more land than it occupied when it became nonconforming.

1505. Nonconforming uses of structures.

A nonconforming use of a structure is a use in a structure which existed prior to the adoption of this ordinance which would not be permitted by this ordinance in the district in which it is located. This type of use may be continued subject to the following limitations:

1505.1. A nonconforming use of a structure may be changed to another nonconforming use or to a conforming use. The change of a nonconforming use to another nonconforming use must not generate any more automobile or truck traffic, noise, vibration, smoke, dust or fumes than the original nonconforming use.

1505.2. Once a nonconforming use of a structure has been changed to a conforming use, it will not be allowed to return to any nonconforming use.

1505.3. Maintenance and repairs which are necessary to keep a structure which houses a nonconforming use in a safe and sound condition are permitted.

1505.4. A nonconforming use of a structure may be enlarged or extended only into portions of the structure which existed at the time that the use became nonconforming and which were designed or arranged to accommodate the use. No structural alterations are allowed to any structure containing a nonconforming use except for those required by law or an order from the building inspector to ~~insure~~ ensure the safety of the structure. Existing nonconforming residential uses in a business or industrial district may be enlarged or extended as long as no additional dwelling units result from the enlargement or extension and all improvements are completed in accordance with the North Carolina Building Codes.

1505.5. A nonconforming use of a structure that is abandoned for more than six months may not be reestablished and all subsequent uses of the structure must be in conformance with the particular district regulations.

1506. Reconstruction of damaged structures.

When a structure on a nonconforming lot or a structure containing a nonconforming use is damaged by fire, flood, wind, act of God, or condemnation proceedings the structure may be repaired and restored to its original dimensions and conditions provided that not more than 50 (fifty) percent of its structural value has been damaged.

1507. Reserved.

1508. Changes in zoning.

Any nonconformance created by a change in a zoning classification or district boundary or by a change in the regulations in the ordinance will be regulated by the provisions of this section.

1600. SUPPLEMENTARY REGULATIONS

1601. Screening and buffering. (Amended 11-19-07 and 7-21-08)

Screening is used to reduce or hide the visual and noise impacts of non-residential uses on nearby residential and institutional land uses by using trees, shrubs, and other plant materials to materially hide the non-residential uses and to muffle the sounds that are generated by them. Buffering is used to reduce conflicts between and impacts on, adjoining land uses by separating them with a buffer yard or strip.

1601.1. General screening requirements. In all cases where a residential use or district abuts any other use or zoning district, screening shall be provided in accordance with the requirements of section 1601 and other pertinent provisions of this ordinance when the non-residential property is developed.

- A. When a non-residential use is developed adjacent to a residential or institutional use or district, a vegetative planting area that is at least 10 feet wide must be provided to materially screen, as determined by the Planning Director or designee, the principal and accessory structures and uses within the subject property from the view of abutting residential or institutional properties.
- B. When a non-residential use is developed across the street from a residential or institutional use or district, the vegetative planting area shall not be required in the front yard setback, except for a:
 - (1) Parking area or lot with 5 or more parking spaces,
 - (2) Side on corner setback of a corner lot (also known as the secondary front yard setback).
 - (3) Outdoor storage,
 - (4) Junkyard,
 - (5) Mini-warehouse (storage units),
 - (6) Boat storage area or facility, and
 - (7) Salvage yard.

For those exceptions where screening is required in the front yard setback, all screening shall be as close as possible and practical to the non-residential use and extend no more than halfway to the right-of-way, except for any parking area or lot with 5 or more parking spaces. Such parking area or lot screening in the front yard setback shall use only species that generally do not grow to be taller than 3 feet.

- C. Lawns and other grassed areas shall not be included in calculating the width of the vegetative planting area. The vegetative planting area must be installed and be in compliance with the Zoning Ordinance before a Certificate of Occupancy can be granted.
- D. The vegetative planting area shall contain at least 2 groups of planted materials:
 - (1) Group One: At least two off-set rows of evergreen shrubs shall be planted whose trunks are spaced not more than four feet apart at planting (measured side-to-side, as well as row-to-row), have a planted height of at least three feet, and are of such type that can be expected to be five feet or more in height after three growing seasons. The row that will be planted nearest to the land use being screened shall usually be planted between three and five feet from the land use.
 - (2) Group Two: In addition, the vegetative planting area shall contain at least a separate row of shrubs that are dense, low-lying, continuous, and planted so as to visually fill-in the low-lying gaps between the trunks of the evergreen shrubs.

In addition to the required Group One and Group Two plantings, the developer is encouraged to do more than the minimum and to utilize additional groups and rows of shrubs and/or trees, as appropriate for the land use being screened and the surrounding residential and/or institutional uses.

- E. The intent of these screening requirements is that the Planning Director or designee shall have complete flexibility in approving the placement and location of the Group One and Two plantings so as to materially screen the ground floor of the land use or land uses. Such flexibility shall include placement at the property line, near the use, and all points in-between the use and the property line.

Chain-link and other wire fences on non-residential property cannot be used to provide required screening, even when slat inserts are used.

Such screening is not required at access points to the property, such as entrances, exits, driveways, and sidewalks. Screening planted near driveways, entrances, and exits intersecting with a roadway shall be planted so that the outside edge of the plantings is no closer than 15 feet to the intersection and shall be kept trimmed so that the outside edge of the plantings is no closer than 10 feet to the intersection. If a DOT driveway permit requires a sight triangle at a driveway, entrance, or exit, the portion of any required 15-foot vegetative planting area that would otherwise overlap the sight triangle shall be omitted.

- F. Maintenance of screening – All screening required by this ordinance shall be maintained in a healthy state by the property owner(s) so as to continue its effectiveness. Periodic inspections may be made to determine continued

effectiveness of the required screening. Any deficiencies, if not addressed to the satisfaction of the Planning Director or designee, shall be treated as a violation of this ordinance.

Any shrub that is required screening that needs to be replaced due to an unhealthy state or because it has not grown to be five feet tall after three growing seasons shall be replaced within 30 (thirty) days of notification in writing by the Planning Director or designee. Any trees that are required screening that need to be replaced due to an unhealthy state shall be replaced within 180 (one hundred and eighty) days of notification in writing by the Planning Director or designee. If the unhealthy state is caused by a natural disaster (such as a hurricane, extreme drought, forest fire, etc.), the replacement period for shrubs and trees shall be doubled to 60 days and 360 days, respectively.

The replacement screening shall be of the same species or of similar effectiveness for screening, as determined by the Planning Director or designee, and shall be at least as tall as the two nearest plants or plantings in that group, tier, or row, as appropriate.

- G. When a vegetative planting area is deemed inappropriate by the Planning Director or designee due to site, neighborhood, or other conditions, the Planning Director or designee may allow either a durable masonry wall or privacy fence or any combination of walls, fences, and vegetation that are designed to be compatible with the character of adjacent properties, as determined by the Planning Director or designee.
- H. **Walls and fences** – Within residential districts, walls and fences that are required by this ordinance must be at least five feet in height but shall not be greater than eight feet in height, measured from the ground along the common lot line of adjoining properties. Along non-residential zoning district boundaries, walls and fences that are required by this ordinance must be at least five feet in height but shall not be greater than ten feet high. Walls and fences must be constructed and maintained in a safe and sound condition. Walls and fences near driveways and entrances and exits intersecting with a roadway shall be no closer than 10' to the intersection. No fence or wall taller than 3 feet (whether required or not) may be located in the front yard setback or the side yard on street right-of-way setback. When chain-link and other wire fences are installed on a non-residential property, they shall be screened by Group One plantings. Screening of other types of walls and fences on non-residential property is not required but plantings along them are encouraged, particularly along taller sections and longer stretches.
- I. **Screening outdoor storage.** Outdoor storage of any material, stocks, or equipment (other than junkyards and salvage yards), whether the outdoor storage is a principal use or an accessory use, on any lot within any district (other than a residential district or use) must be screened from any abutting residential use or district, in accordance with the requirements of this ordinance.
- J. **Screening junkyards and salvage yards.** Junkyards and salvage yards must be screened from public view from any public or private street and from any abutting lots in accordance with the requirements of section 1601.1 and other pertinent provisions of this ordinance.
- K. **Waiver of screening requirements when screening is already provided.** There may be cases where the unusual topography or elevation of a site, the size of the parcel involved, existing vegetation on the site, or the presence of screening on abutting property would make the strict adherence to the ordinance serve no useful purpose. In those cases, the Planning Director or designee is empowered to waive the requirements for some or all of the screening, as long as the spirit and intent of the ordinance and the general provisions of this ordinance pertaining to screening are adhered to.
- L. **Vegetative requirements along shorelines of sounds, rivers, canals and other water bodies.** Except when accessory structures are allowed in rear or side yards under other provisions of this ordinance, the minimum rear and side yards for the zoning district in which the lot is located shall remain vegetated on waterfront lots. The vegetation shall consist of grass, trees, other planted ground cover, or remain in a natural state. Only the sides of the lot abutting the sound, river, canal, or other water body shall comply with this requirement.
- M. **Screening and trash receptacles.** Dumpsters, trash compactors, and similar trash receptacles, whether located in a residential or non-residential development (other than a receptacle that serves just one single-family or two-family residence on the same premises), shall be enclosed on all 4 (four) sides, except that one of the four sides may have a 3-foot wide pass-through opening for persons to access the dumpster without having to open the dumpster gate. The trash receptacle shall be oriented so that the opening is visible to the fewest number of residences, whether the residences are on-site or off-site. Three (3) of the sides must be constructed of durable materials that match or complement the principal building. The fourth side shall be an opaque gate that latches securely to prevent it from inadvertently opening. The wall and gate shall have a minimum height of 8 (eight) feet. A chain link fence shall not be permitted for the wall or the gate.

1601.2. General buffering requirements. Buffering is used to reduce conflicts between and impacts on, adjoining land uses by separating them with a grassed buffer yard or strip. The developer may substitute a landscaped buffer for the grassed one.

- A. When a non-residential property is developed adjacent to a:
- (1) Residential or institutional use or district, at least a 5-foot wide buffer yard or strip must be provided along all side property lines and at least a 15-foot wide buffer yard or strip must be provided along all rear property lines that abut that residential or institutional use or district.
The developer may elect to use a durable masonry wall or privacy fence that is at least 8 feet tall and is designed to be compatible with the character of adjacent properties. If the materials, height, and design are approved by the Planning Director or designee, the approved wall or fence may be used to substitute for up to 8 feet of the required 15-foot buffer yard or strip.
 - (2) Public or private street, at least a 20-foot wide grassed buffer yard or strip must be provided along all property lines that abut or are a part of a public or private street.
- B. No fence or wall taller than 3 feet (whether required or not) may be located in the front yard setback or the side yard on street right-of-way setback. The required buffer yard or strip must be installed and be in compliance with the Zoning Ordinance before a Certificate of Occupancy can be granted.
- C. Maintenance of buffering – Any buffer yard or strip that is required by this ordinance shall be maintained in a healthy state by the property owner(s) so as to continue its effectiveness. Periodic inspections may be made to determine continued effectiveness of the required buffering. Any deficiencies, if not addressed to the satisfaction of the Planning Director or designee within 30 (thirty) days of notification in writing by the Planning Director or designee, shall be treated as a violation of this ordinance.

1602. Development within flood zones.

The Federal Emergency Management Agency (FEMA) governs development within flood zones with the use of federal flood insurance rate maps (FIRM). Four Five flood zones have been designated: "V", "A", "B", and "C" "VE, AE, AO, Shaded X and Unshaded X zones. Any development within the "V" and "A" "VE", "AE", and "AO" zones must meet the minimum height requirement as per the FIRM maps. Should a property owner not agree with the FIRM map, an appeal may be made to FEMA.

1603. Development within coastal area management zone.

The North Carolina Coastal Area Management Act (CAMA) governs development within certain areas of environmental concern, including areas directly abutting coastal waters. Prior to issuance of a zoning permit, required CAMA permits must have been issued.

1604. Structures permitted above the height limit.

1604.1. The following structures, features, or equipment are permitted above the height limit in any district: silos, skylights and roof structures for elevators, stairways, tanks, ventilating fans, air conditioning, or similar equipment for the operation or maintenance of the building and any device used for screening such structures and equipment.

1604.2. The following structures are permitted above the height limit on lots in the business, church campus, and industrial districts which do not abut lots in any residential district: towers, steeples, flagpoles, chimneys, water tanks or similar structures. If this type of structure is on a lot which abuts a residential district, then the part of the structure above the height limit must be separated from any such abutting lot line by a distance equal to at least one-half of its height measured from the ground. Towers used to support electric power and other utility lines are exempt from this requirement.

1604.3. The structures listed in section 1604.2 above are also permitted above the height limit in residential districts. However, any part of such a structure which extends above the height limit must be separated from any abutting property line by a distance equal to at least half of its height measured from the ground. Otherwise the structure will be subject to the usual requirements for the particular district. Towers used to support electric power and other utility lines are exempt from this requirement. Towers and other similar structures used solely for the purposes of amateur radio reception and transmission shall be exempt from this requirement.

1604.4. Radio and television towers and similar structures are permitted above the height limit in any district. If such a structure is located on a lot in or abutting a residential district, it must be located at least 50 feet from all abutting residential property lines or at a distance equal to its height, whichever is greater.

1604.5. The height of any structure shall be measured from its finished grade.

1605. Accessory structures.

Accessory structures will not be permitted in any required front yard or within five feet of any side or rear exterior property line. If located on a corner lot, the accessory structure will not be nearer to the side street than the principal structure. Security guard stations and gates may be located within any required setback or yard provided that the site has been approved by the zoning enforcement officer. Underground accessory structures will be permitted within any setback or yard requirement in any district but shall not be permitted any closer than five feet to any exterior property line. Canopies to cover gasoline pumps are permitted to be located ten feet from any exterior property line. Exempted from the requirements for accessory structures are well houses, fences, mail boxes, flower boxes, dog houses, and the like.

1606. Public utility companies.

Public utilities may be established in any district in conformance with the requirements listed below:

- .1 Lots must conform to minimum setback and yard requirements of the district in which they are located.
- .2 The design of buildings, structures and facilities on the site should conform as closely as possible to the character of the area or neighborhood.
- .3 Adequate fencing or comparable safety devices must be installed and maintained in order to make the facility inaccessible to the public.
- .4 Portions of properties not used for buildings, parking, or related services must be maintained with planted ground cover. Screening must be provided in accordance with the provisions of section 1601.

1607. Setbacks for lots in un-zoned areas

Minimum Building Setbacks:

From the front property line	20 feet
From the front property line on a lot abutting a major thoroughfare street	40 feet
From the side property line	10 feet
From the side property line on a corner lot	15 feet
From the rear property line	30 feet

Detached garages, carports, and accessory buildings may be constructed a minimum of five feet from a side or rear property line. Such buildings shall, however, be set back fifteen feet from a side property line that abuts a street on a corner lot and set back from a front property line a minimum of 20 feet.

1608. Minimum requirements for mixed uses.

When two or more uses occupy the same building and those uses would normally have different minimum requirements, the more restrictive requirements shall apply. The off-street parking and loading requirements for each use must be fully met.

1609. Modifications of setbacks.

When a lot is nonconforming relative to its width, the side yard requirements for the lot may be reduced by a distance equal to the average of the district requirement and the established nonconforming side yard created by existing primary structures within a 300-foot radius. In no case shall a structure and its architectural features such as cornices, eaves, steps, gutters and fire escapes be allowed any closer than seven feet to a side property line.

1610. Certain extensions into yards allowed.

Architectural features such as cornices, eaves, gutters, and handicapped ramps may project up to three feet into any required yard or beyond any required setback unless such a feature would obstruct driveways which may be used for service or emergency vehicles. HVAC equipment and other machinery attached to and servicing a dwelling may project up to three feet into any required yard or beyond any required setback.

1611. Reserved.

1612. Side and rear yards next to railroad or waterfront.

In business and industrial districts, side and rear yards are not required abutting railroad rights-of-way. In I-W and P-I districts side yards and rear yards are not required on the waterfront side of lots that abut the water.

1613. Location of required yards on irregular lots.

The location of required front, side, and rear yards on irregularly shaped lots will be determined by the zoning enforcement officer. The determination will be based on the spirit and intent of this ordinance to achieve an appropriate spacing and location of buildings on individual lots.

1614. Special yard requirements for corner lots.

In any zoning district, the side yard requirements for corner lots along the side street right-of-way shall be required to have an additional ten feet of yard requirement, unless otherwise stated.

1615. Rear yard requirements for through lots.

If both the front and rear yards of a lot abut public streets, then the minimum rear yard will be the same as the minimum front yard for the district. Section 1626 also contains standards for yards, including rear yards which abut thoroughfares.

1616. More than one principal building per lot.

Only one principal building and its customary and/or rightful accessory buildings may be erected on any residentially zoned lot or any individual lot zoned MC which is not an approved mobile home park, unless otherwise authorized by this ordinance. (Amend. of 4-3-95(2))

1617. Construction of buildings on lots not abutting a street.

No building shall be erected on any subdivided lot which does not abut at least 25 feet on a street, unless such lot has been exempted under the Carteret County Subdivision Regulations or was given preliminary approval prior to the adoption of this ordinance or is a lot of record.

1618. Reserved.**1619. Fences and walls in residential districts.**

Within residential districts, no wall or fence may exceed 8 (eight) feet in height within any required yard. This wall and fence height limit does not apply to walls and fences constructed around electric and gas substations, telephone repeater stations or huts, sewage treatment plants, pressure regulator stations, buildings to house pumps and lift stations and similar structures; radio, telephone and television masts, towers, antennas, and similar structures; municipal reservoirs and water storage tanks. Walls and fences related to these uses need not conform to any of the yard or setback requirements specified in this ordinance. (Amended June 2, 2008)

1620. Reserved.**1621. Driveway permits.**

Driveway permits shall be required upon any road or right-of-way upon which the North Carolina Department of Transportation requires one.

1622. Visibility at intersections.

On a corner lot in any residential district, no plantings, fence, wall, or other obstruction to visibility more than three feet in height shall be placed in the area bounded by the street rights-of-way of such corner lots and a line joining points along said street rights-of-way fifty feet from the point of intersection.

1623. Reserved.**1624. Institutional uses in residential districts.**

The following shall apply to institutional uses when permitted by right or by special use in residential districts. Where permitted by right or by special use in other than residential districts, the rules and regulations of that district shall apply.

- .1 Government buildings uses:
 - a) Minimum lot size shall be one acre;
 - b) Screening may be required in accordance with section 1601;
 - c) The minimum setbacks of the residential district in which the building is located must be met;
 - d) Off-street parking shall be required in accordance with section 2000;
 - e) Any other applicable requirements of the zoning ordinance must be adhered to.
- .2 Fire and rescue stations:
 - a) Minimum lot size shall be one acre;
 - b) Screening shall be required in accordance with section 1601;
 - c) The minimum setback for all sides shall be 30 feet;
 - d) Off-street parking shall be required in accordance with section 2000;
 - e) Any other applicable requirements of the zoning ordinance must be adhered to.
- .3 Family-care home:
 - a) Minimum lot size shall equal what is required for the specific district in which the family care home is to be located;
 - b) Minimum setbacks shall be in accordance with the specific district in which the family care home is to be located;
 - c) Off-street parking shall be in accordance with section 2000;
 - d) No family care home shall be located any closer than 0.5 mile from an existing family care home;
 - e) Any other applicable requirements within the zoning ordinance shall be adhered to.
- .4 Public or private schools:
 - a) Minimum lot size shall be one acre;
 - b) Minimum setbacks shall be 30 feet on all sides;
 - c) Screening shall be required in accordance with section 1601;
 - d) Off-street parking shall be in accordance with section 2000;
 - e) Any other applicable requirements within the zoning ordinance shall be adhered to.
- .5 Public parks:
 - a) Minimum lot size shall be one-half acre;
 - b) Minimum setback shall be in accordance with the residential zoning district in which the park is located;

- c) Off-street parking shall be in accordance with section 1601;
- d) Any other applicable requirements within the zoning ordinance shall be adhered to.

.6 Public utility facilities: See section 1606.

(Ord. of 6-1-93)

1625. Stables (whether public or private, including where no structure is provided for shelter). (Added 8-15-11)

- 1. These requirements do not apply to a bona-fide farm but do apply to one or more herbivores and birds heavier than 50 (fifty) pounds (such as horses, mules, ponies, llamas, alpacas, emus, ostriches, kangaroos, giraffes, etc.), whether or not housed in a barn, stable or similar structure.
- 2. The minimum parcel size is one acre.
- 3. The number of herbivores and large birds shall be limited to one per acre, with the exception that, for a private stable on a 3-acre or larger parcel occupied by a single-family residence, the number may equal the number of family members living on the premises.
- 4. All such larger herbivores and birds shall be confined within a fence or other enclosure that is suitably-engineered and constructed for such use, as determined by the Planning Director or designee. The fence shall be sturdily-constructed with new material and maintained in good repair and finish.
- 5. All barns, stables, and similar structures shall be located at least 50 (fifty) feet from all property lines.
- 6. Caretaker quarters shall be permitted within the barn, stable, or similar structure.

1626. Special requirements for lots along thoroughfares (i.e., Highways 12, 24, 58, 70, and 101).

1626.1 When the front, rear or side yard of a lot in any district abuts a thoroughfare, the minimum setback on the side of the thoroughfare shall be 40 feet.

1700. BOGUE FIELD AICUZ OVERLAY DISTRICT

The purpose of the Bogue Field Air Installation Compatible Use Zones (AICUZ) Overlay District is to identify properties located within the proximity of MCAS Auxiliary Landing Field Bogue as identified in the AICUZ Requirements Update Marine Corps Air Station Cherry Point, NC dated December 18, 2001. The overlay district shall apply to any property located within this area as shown on the official zoning map. Areas identified in this overlay district include Compatible Use Zone 1, Compatible Use Zone 2 and Noise Exposure Levels 1, 2 and 3. The following requirements apply in addition to the requirements of the underlying zoning district:

1. *Disclosure for all property transfers and leases for greater than 90 days.* The local disclosure statement is required for all property transfers and for leases greater than 90 days. All properties located in the AICUZ Overlay District are required to disclose the proximity to Bogue Field prior to transfer. See Sample Disclosure Form.
2. *List of permitted and special uses.* Compatible Use Zones (CUZ-1 and CUZ-2) have been included in Section 3400 [Table of Permitted and Special Uses]. Permitted uses may be developed, providing that the use meets the zoning requirements for the underlying zoning district and other requirements of this ordinance. If the use is listed as a special use in CUZ-1 or CUZ-2, a special use permit must be secured for the specific request. (Amended 7-16-2012)
3. *Subdivision plats.* All subdivision plats with any lots located within the Bogue Field AICUZ Overlay District shall have those properties designated that are located within any Compatible Use Zone or noise exposure level. The following statement shall be included on the final subdivision plat:

Air Installation Compatible Use Zones Disclosure
This subdivision is located in proximity to Marine Corps Auxiliary Landing Field Bogue, an active military training airfield. Accordingly, this development and its home sites may be located within compatible use zones or noise exposure levels as identified on the Carteret County Zoning Map of the Bogue Field AICUZ Overlay District. Contact the County Department of Planning and Development for additional information.
4. *Building permits.* A disclosure form is required to be signed by the property owner or his agent prior to the issuance of a building permit for any new or added construction within the Bogue Field AICUZ Overlay District. See attached Sample Disclosure Form for use prior to issuance of building permit.
5. *Nonconforming uses.* Uses located within the AICUZ Overlay District that existed as a conforming use prior to the adoption of this section will be allowed to continue or expand. Those uses may be replaced if damaged or destroyed.

Air Installation Compatible Use Zones Disclosure Form

For use prior to building permit

The property at the following location:

Parcel Id: _____
 Deed Book _____ Page _____
 Address: _____

for which a building permit has been requested is situated within the following zones of the Air Installation Compatible Use Zones (AICUZ) of the Marine Corps Air Station (MCAS) Auxiliary Landing Field Bogue.

- Compatible Use Zone 1 (CUZ 1): Area in close proximity to air base operations
- Compatible Use Zone 2 (CUZ 2): Area in proximity to air base operations
- Noise Exposure Level N3 (75 ldn or Higher): Area of significant noise impact
- Noise Exposure Level N2 (65 to 74 ldn): Area of moderate noise impact
- Noise Exposure Level N1 (below 65 ldn): Area of low noise impact

Carteret County has placed certain use restrictions and requirements on the development of property within the MCAS AICUZ footprint. Before developing the above property, you should consult the Carteret County Department of Planning and Development to determine what restrictions and requirements have been placed on the subject property.

For properties identified as being within Noise Exposure Level Zones, Carteret County provides information for voluntary methods to reduce noise levels for existing or proposed development.

I, _____, owner/agent of the subject property, hereby certify that the Carteret County Department of Planning and Development has informed me that the subject property is located in an Air Installation Compatible Use Zone.

TABLE INSET:

Owner/Agent _____	Date _____
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Air Installation Compatible Use Zone Disclosure Form

For use prior to property transfers and leases greater than 90 days

The property at the following location:

Parcel Id: _____
 Deed Book _____ Page _____
 Address: _____

is situated within the following zones of the Air Installation Compatible Use Zones (AICUZ) of the Marine Corps Auxiliary Landing Field Bogue.

- ___ Compatible Use Zone 1 (CUZ 1): Area in close proximity to air base operations
- ___ Compatible Use Zone 2 (CUZ 2): Area in proximity to air base operations
- ___ Noise Exposure Level N3 (75 ldn or higher): Area of significant noise impact
- ___ Noise Exposure Level N2 (65 to 74 ldn): Area of moderate noise impact
- ___ Noise Exposure Level N1 (below 65 ldn): Area of low noise impact

Carteret County has placed certain use restrictions and requirements on the development of property within the MCAS AICUZ footprint. Before purchasing or leasing the above property, you should consult the Carteret County Department of Planning and Development to determine what restrictions and requirements have been placed on the subject property.

For properties identified as being within Noise Exposure Level Zones, Carteret County provides information for voluntary methods to reduce noise levels for existing or proposed development.

I, _____, owner/agent of the subject property, hereby certify that I have informed _____, prospective purchaser/lessee/renter, that the subject property is located in an Air Installation Compatible Use Zone.

TABLE INSET:

Owner/Agent _____	Purchaser/Lessee/Renter _____	Date _____
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(Ord. of 11-16-04)

[1800, 1900. Not used.]

2000. OFF-STREET PARKING AND LOADING REQUIREMENTS

2001. Off-street parking requirements.

In order to assure a proper and uniform development of public parking areas throughout the unincorporated areas of Carteret County, to relieve traffic congestion in the streets and to minimize any detrimental effects of off-street parking areas on adjacent properties, the procedures and standards set forth in section 2002 through section 2019 will apply.

2002. Schedule of off-street parking requirements. (Amended and reformatted April 15, 2013; amended March 21, 2016)

Off-street parking must be provided and maintained as specified in the following schedule. These requirements will apply to all new buildings and uses and to new additions to existing buildings and uses in all districts.

Land Uses	Parking Standards
ABC store	1 space per 200 square feet of gross floor area.
Accessory use and/or building	None required
Adult establishment	1 space per 200 square feet of total building area
Agricultural use (aka bona fide farm)	None required
Air transportation/airport	1 space for each 4 seats for waiting passengers, plus 1 space for each 2 employees on shift of greatest employment.
Alcoholic beverage sales in a retail establishment	1 space per 200 square feet of gross floor area.
Alcohol manufacturing and related products	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Ambulance service (private)	1 space per vehicle plus 1 space for each 2 employees.
Anemometer	None required
Animal hospital	1 space for each 400 square feet of gross floor area, with a minimum of 5 spaces
Apartment	1.5 spaces for units 549 sq. ft. or less; 1.75 spaces for units 550-699 sq. ft.; 2 spaces for units 700-1,249 sq. ft.; 2.25 spaces for units over 1,250 sf
Appliances (retail and/or maintenance)	1 space per 200 square feet of gross floor area.
Aquacultural use	None required
Armory for meeting and military training	1 space per 100 square feet of gross floor area.
Art gallery	1 space per 300 square feet of gross floor area.
Art studio	1 space per 200 square feet of gross floor area.
Arts and crafts shop	1 space per 200 square feet of gross floor area.
Assembly hall	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Assembly of prepared parts into finished products	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Auction sales	1 space per 200 square feet of gross floor area.
Auditorium	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Automobile dealer	In addition to inventory display areas, 1 space per 400 square feet of building area devoted to sales, minus any storage areas.
Automobile manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Automobile parking and/or deck	None required
Automobile service station	2 spaces for each service bay plus 1 space for each employee on shift of greatest employment.
Automobile washing establishment	1 space per 2 employees.

Land Uses	Parking Standards
Bakery (provided that products prepared or processed on the premises shall be sold only at retail and only on the premises)	1 space per 200 square feet of gross floor area.
Bakery plant	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Bank	10 spaces minimum for customer parking and 1 space for each 1 employee on shift of greatest employment.
Bar, disco, cabaret, nightclub, and/or related entertainment facilities	1 space for each 200 square feet of gross floor area.
Barber shop	2 spaces per operator.
Barge, dock, tugboat, and/or related water transportation facility services and/or equipment	25 spaces per berth, dock, and/or pier
Baseball batting cage	1 space per pitching machine and/or other method of participation however styled.
Beauty shop	2 spaces per operator.
Bed and breakfast	1 space per unit, plus 2 spaces per 3 employees on the shift of greatest employment.
Bicycle shop	1 space per 200 square feet of gross floor area.
Billboard	None required
Billiard hall or parlor	1 space per table and/or other method of participation however styled.
Boardinghouse	1 space per bedroom in addition to the normal requirement for the dwelling unit.
Boat building (manufacturing)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Boat launching ramp	0.33 spaces per dry slip, 0.50 spaces per wet slip, plus 1 space per employee, plus 25 12' by 40' spaces for each boat ramp.
Boat repair, renovation, and/or maintenance	1 space per 200 square feet of gross floor area.
Boat sales, service, and/or repair	1 space per 200 square feet of gross floor area.
Boat storage (drystack)	0.33 spaces per dry slip
Boat storage yard	Parking spaces equal to 60% of the number of boats for which facilities for dry storage are available plus 1 space for each 2 wet slips plus 1 space
Boat washing establishment	1 space per 2 employees.
Boating club	0.33 spaces per dry slip, 0.50 spaces per wet slip, plus 1 space per employee plus 25 spaces at least 12' by 40' for each boat ramp
Bona fide farm (aka agricultural use)	None required
Book shop	1 space per 200 square feet of gross floor area.
Bottling plant	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Bowling alley	4 spaces per lane.
Brewery	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Building materials	1 space per 200 square feet of gross floor area.
Bus repair and/or storage	1 space per 200 square feet of gross floor area plus 2 spaces at least 12 feet by 30 feet for bus storage.
Bus terminal	1 space for each 4 seats for waiting passengers, plus 1 space for each 2 employees on shift of greatest employment.

Land Uses	Parking Standards
Business residence	2 spaces for the residential use plus parking to meet the minimum requirements of the particular business
Cabaret, bar, nightclub, disco, and/or related entertainment facilities	1 space for each 200 square feet of gross floor area.
Cabinet shop	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Camera shop	1 space per 200 square feet of gross floor area.
Camp (seasonal)	1 space per 10 camping units
Campground	1 space per site plus parking for other uses associated with the establishment plus 1 space per 6 sites for overflow.
Cannery	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Car wash	1 space per 2 employees.
Caretaker's quarters	2 spaces per dwelling unit.
Cargo facility (pier, wharf, deepwater berth, etc.)	5 spaces per pier, wharf, and/or berth
Carnival of no more than 30 days	Minimum of 25 spaces, with at least 1 space per 4 seats or 10 feet of bleacher seating, 10 spaces per ride, 5 spaces per game booth or area, and 2 spaces per food vendor.
Cell tower	None Required
Cemetery	None Required
Chemical manufacturing, refining, and/or processing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Chicken hatchery	None required
Child care	1 space per teacher or staff plus 1 space for 1 car for drop-off and pickup per 10 children as identified in the licensing limit.
Chiropractic care establishment engaged in the science and the art of preventing, curing, or alleviating disease. (Non-institutional)	1 space per 200 square feet of gross floor area.
Church	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Circus of no more than 30 days	Minimum of 25 spaces, with at least 1 space per 4 seats or 10 feet of bleacher seating, 10 spaces per ride, 5 spaces per game booth or area, and 2 spaces per food vendor.
Civic center	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Clothing manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Club	1 space for each 200 square feet of gross floor area.
Club (Public or private)	1 space for each 200 square feet of gross floor area.
Club (Recreational)	1 space for each 200 square feet of gross floor area.
Cold storage plant	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.

Land Uses	Parking Standards
College and related facilities	5 spaces for each room used for administrative offices or class instruction, or 1 space for each 5 seats in auditoriums and other places of assembly or facilities available to the public, whichever is greater, plus 1 school bus space for each 50 students, when necessary.
Co-location on a cell tower	None required.
Co-location (other than on cell tower)	None required.
Commercial fishing vessel facility (pier, wharf, deepwater berth, etc.)	5 spaces per pier, wharf, and/or berth
Commercial marina (with boat ramp)	0.33 spaces per dry slip, 0.50 spaces per wet slip, plus 1 space per employee, plus 25 12' by 40' spaces for each boat ramp
Commercial marina (with no boat ramp)	0.33 spaces per dry slip, 0.50 spaces per wet slip, plus 1 space per employee
Communication facility (other)	1 space per 200 square feet of gross floor area.
Community college	5 spaces for each room used for administrative offices or class instruction, or 1 space for each 5 seats in auditoriums and other places of assembly or facilities available to the public, whichever is greater, plus 1 school bus space for each 50 students, when necessary
Community recreation center	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Confectionery (provided that products prepared or processed on the premises shall be sold only at retail and only on the premises)	1 space per 200 square feet of gross floor area.
Contractor's office	1 space for each 200 square feet of gross floor area.
Contractor's plant and/or storage yard	1 space per 600 square feet of gross floor area other than office or retail plus one space per 225 square feet of office area and 1 space per 225 square feet of retail area.
Convalescent home	1 space for 4 patient beds plus 1 space for each 2 employees on the shift of greatest employment.
Convenience store	1 space per 200 square feet of gross floor area.
Cooperage works and crafting services	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Country club and related uses	4 spaces per tee plus parking needed for any related facilities, such as tennis, restaurant, etc.
Credit union	10 spaces minimum for customer parking and 1 space for each 1 employee on shift of greatest employment.
Crematorium	1 space for each 60 square feet of gross floor area available for seating accommodations.
Dairy products processing plant	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Dance studio	1 space per 200 square feet of gross floor area.
Day care center	1 space per teacher or staff plus 1 space for 1 car for drop-off and pickup per 10 children as identified in the licensing limit.
Deepwater berth facilities for cargo, marine research, and commercial fishing vessels	5 spaces per pier, wharf, and/or berth
Delicatessen (provided that products prepared or processed on the premises shall be sold only at retail and only on the premises)	1 space per 200 square feet of gross floor area.

Land Uses	Parking Standards
Delivery service	1 space per vehicle, plus 1 space for each 2 employees.
Dental laboratory	1 space per 200 square feet of gross floor area.
Dental office and/or clinic	4 spaces per doctor plus 1 space per employee other than physician.
Diner	10 spaces minimum plus 1 space for every 3 seats.
Disco, cabaret, nightclub, bar, and/or related entertainment facilities	1 space for each 200 square feet of gross floor area.
Dock (private)	4 spaces
Docks, barges, tugboats, and related water transportation facility services and/or equipment	25 spaces per berth, dock, and/or pier
Dormitory	1 space per 3 residents.
Drive-in facility (in addition to use requirement)	3 stacking spaces for each bay, window, or lane.
Driving range	1 space per tee, green, and/or other method of participation however styled.
Dry cleaning establishment	1 space for each 200 square feet of gross floor area.
Drystack boat storage	0.33 spaces per dry slip
Duplex (aka two-family dwelling)	2 spaces per dwelling unit.
Dwelling, single-family detached (note: single-family attached is two-family or more)	2 spaces per dwelling unit.
Dwelling, two-family (aka duplex)	2 spaces per dwelling unit.
Dwelling, three-family (aka triplex, also multi-family or group housing)	1.5 spaces for units 549 sq ft or less; 1.75 spaces for units 550-699 sq ft; 2 spaces for units 700-1,249 sf; 2.25 spaces for units over 1,250 sf
Dwelling, four-family (aka multi-family or group housing)	1.5 spaces for units 549 sq ft or less; 1.75 spaces for units 550-699 sq ft; 2 spaces for units 700-1,249 sf; 2.25 spaces for units over 1,250 sf
Efficiency unit	1.5 spaces for units 549 sq ft or less; 1.75 spaces for units 550-699 sq ft; 2 spaces for units 700-899 sq ft; 2.5 spaces for units greater than 900 sf
Electrical repair shop	1 space for each 200 square feet of gross floor area.
Electronic machines, equipment, and/or supplies	1 space per 200 square feet of gross floor area.
Elementary school	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Entertainment facility (bar, disco, cabaret, nightclub, etc.)	1 space for each 200 square feet of gross floor area.
Equipment rental and storage	None required.
Export cargo packing and crating facility	1 space for each 1,000 square feet of gross floor area.
Exterminating services	1 space per 200 square feet of gross floor area
Fabricating shop (wood, metal, upholstery, etc.)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Fair of no more than 30 days	Minimum of 25 spaces, with at least 1 space per 4 seats or 10 feet of bleacher seating, 10 spaces per ride, 5 spaces per game booth or area, and 2 spaces per food vendor.
Fairground	Minimum of 25 spaces, with at least 1 space per 4 seats or 10 feet of bleacher seating, 10 spaces per ride, 5 spaces per game booth or area, and 2 spaces per food vendor.
Family care home	1 space per teacher or staff plus 1 space for 1 car for drop-off and pickup per 10 people, as identified in the licensing limit.
Family day care center	1 space per teacher or staff plus 1 space for 1 car for drop-off and pickup per 10 people, as identified in the licensing limit.
Farm implement sales and/or service	In addition to inventory display areas, 1 space per 400 square feet of building area devoted to sales, minus any storage areas.

Land Uses	Parking Standards
Fiberglass manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Financial institution	10 spaces minimum for customer parking and 1 space for each 1 employee on shift of greatest employment.
Fire and/or rescue station	1 space per person on duty on a normal shift.
Fish processing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Fish and other seafood processing, handling, storage, and sales facilities	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Fish scrap and/or oil processing (Menhaden)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Fishing camp	1 space per site plus parking for other uses associated with the establishment plus 1 space per 6 sites for overflow.
Fishing pier	1 space per 20 lineal feet
Fishing ranch	1 space per 20 lineal feet of waterfront
Fishing vessel facility (commercial pier, wharf, deepwater berth, etc.)	5 spaces per pier, wharf, and/or berth
Floating platform for cargo handling operations	5 spaces per platform
Floating structure	5 spaces per floating structure
Flower shop and/or florist	1 space per 200 square feet of gross floor area.
Food processing/manufacturing in wholesale quantities	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Foundry	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Freight transportation warehousing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Fruit or vegetable stand (on same parcel as produced)	1 space per 200 square feet of gross floor area.
Funeral home	1 space for each 60 square feet of gross floor area available for seating accommodations.
Furniture manufacturing plant	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Garage (motor vehicle repair)	2 spaces for each service bay plus 1 space for each employee on shift of greatest employment.
Garden supplies	1 space per 200 square feet of gross floor area.
Gasoline station	2 spaces for each service bay plus 1 space for each employee on shift of greatest employment.
General merchandise store	1 space per 200 square feet of gross floor area.
General warehousing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
General wholesaling	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Gift shop	1 space per 200 square feet of gross floor area.
Golf course	4 spaces per hole.
Golf course (miniature)	1 space per tee, green, and/or other method of participation, however styled.

Land Uses	Parking Standards
Golf driving range	1 space per tee, green, and/or other method of participation, however styled.
Government use	1 space per 150 square feet of public service area plus 2 spaces per 3 employees on shift of greatest employment.
Grain storage and/or shipping	5 spaces per pier, wharf, and/or berth
Greenhouse (wholesale)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Group care facility	1 space per 4 dwelling units.
Group home	1 space per bedroom, in addition to the normal requirement for the dwelling unit.
Group housing (aka multi-family housing, also 3-family or triplex and more dwelling units)	1.5 spaces for units 549 sq. ft. or less; 1.75 spaces for units 550-699 sq. ft.; 2 spaces for units 700-1,249 sq. ft.; 2.25 spaces for units over 1,250 sf
Gymnasium	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Handcrafting of small articles	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Health care (Institutional)	1 space per 200 square feet of gross floor area.
Health care establishment engaged in the science and the art of preventing, curing, or alleviating disease, including medical, surgical, psychiatric, chiropractic and osteopathic and dental offices, etc. (Non-institutional)	4 spaces per doctor plus 1 space per employee other than physician.
Health club	1 space per 200 square feet of gross floor area.
High school	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Home for the aged	1 space for 4 patient beds plus 1 space for each 2 employees on the shift of greatest employment.
Home occupation (Major)	2 additional parking spaces, in addition to residence requirements.
Home occupation (Minor)	No additional parking spaces, just the residence requirements
Hospital	1 space per 200 square feet of gross floor area.
Hotel	1 space per unit plus 2 spaces per 3 employees on the shift of greatest employment.
Hotel (residential)	1 space per bedroom, in addition to the normal requirement for the dwelling unit.
Housing designed for, and used by, the elderly	1 space per 4 dwelling units.
Indoor shooting range	1 space per shooting booth or stand
Industrial sales and/or repair of equipment	1 space per 400 square feet of gross floor area
Junior high school	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Junkyard	5 spaces per acre
Kennel	1 space per 200 square feet of gross floor area.
Kindergarten	1 space per teacher or staff plus 1 space for 1 car for drop-off and pickup per 10 children as identified in the licensing limit.
Laboratory (medical, dental, and/or optical)	1 space for each 200 square feet of gross floor area.
Laboratory (research)	1 space for each employee on the shift of greatest employment.

Land Uses	Parking Standards
Landfill	5 spaces per acre
Laundry establishment	1 space per 200 square feet of gross floor area.
Leather and leather products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Library	1 space for each 300 square feet of gross floor area.
Locksmith	1 space for each 200 square feet of gross floor area.
Lodge	1 space for each 200 square feet of gross floor area.
Lumber and wood products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Machinery and equipment manufacturing (including industrial, mechanical, and/or electrical)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Mail order house	1 space per 200 square feet of gross office floor area plus 1 space per 1,000 square feet of gross storage floor area.
Manufactured home (aka mobile home)	2 spaces per dwelling unit.
Manufactured home and/or modular home dealer	5 spaces plus 1 space per 10,000 square feet of lot area.
Manufactured home park	None required
Manufactured home (temporary)	2 spaces per dwelling unit.
Manufacturing and assembly	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Marina (commercial, with boat ramp)	0.33 spaces per dry slip, 0.50 spaces per wet slip plus 1 space per employee, plus 25 12' by 40' spaces for each boat ramp.
Marina (commercial, with no boat ramp)	0.33 spaces per dry slip, 0.50 spaces per wet slip plus 1 space per employee.
Marina (residential)	20 percent of wet or dry slips available.
Marine equipment store	1 space per 200 square feet of gross floor area.
Marine railroad yard	5 spaces
Marine research facility	1 space for each 200 square feet of gross floor area.
Marine research facility pier, wharf, deepwater berth, etc.	5 spaces per pier, wharf, and/or berth
Mausoleum	None required
Medical care establishment engaged in the science and the art of preventing, curing, or alleviating disease. (Non-institutional)	4 spaces per doctor plus 1 space per employee other than physician.
Medical laboratory	1 space for each 200 square feet of gross floor area.
Menhaden fish scrap and/or oil processing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Meteorological tower	None required
Middle school	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Mineral manufacturing, refining, and/or processing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Miniature golf course	1 space per tee, green, and/or other method of participation, however styled.
Mining	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Mini-warehouse (aka mini-storage or storage units)	1 space per 200 square feet of gross office floor area.
Miscellaneous manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.

Land Uses	Parking Standards
Miscellaneous retail	1 space per 200 square feet of gross floor area.
Mobile home (aka manufactured home)	2 spaces per dwelling unit.
Mobile home and/or modular home dealer	5 spaces plus 1 space per 10,000 square feet of lot area.
Mobile home (temporary)	2 spaces per dwelling unit.
Model unit marketing center	1 space for each 200 square feet of gross floor area.
Modular home	2 spaces per dwelling unit.
Modular home and/or manufactured home dealer	5 spaces plus 1 space per 10,000 sq. ft. of lot area.
Mortuary	1 space for each 60 square feet of gross floor area available for seating accommodations.
Motel or motor court	1 space per unit plus 2 spaces per 3 employees on the shift of greatest employment.
Motor vehicle repair garage	2 spaces for each service bay plus 1 space for each employee on shift of greatest employment.
Motor vehicle service station	2 spaces for each service bay plus 1 space for each employee on shift of greatest employment.
Motorcycle sales and repair	In addition to inventory display areas, 1 space per 400 square feet of building area devoted to sales, minus any storage areas.
Multi-family housing (group housing, also 3-family or more dwelling)	1.5 spaces for units 549 sq. ft. or less; 1.75 spaces for units 550-699 sq. ft.; 2 spaces for units 700-1,249 sq. ft.; 2.25 spaces for units over 1,250 sf
Museum	1 space per 300 square feet of gross floor area.
Music studio	1 space per 200 square feet of gross floor area.
Newspaper office and incidental printing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Nightclub, bar, disco, cabaret, and/or related entertainment facilities	10 spaces minimum plus 1 space for every 3 seats.
Non-profit recreational facility	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Non-profit wildlife shelter	1 space for each 400 square feet of gross floor area, with a minimum of 5 spaces
Nursery (wholesale)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Nursing home	1 space for 4 patient beds plus 1 space for each 2 employees on the shift of greatest employment.
Office	1 space for each 200 square feet of gross floor area.
Off-premises sign	None required
Optical laboratory	1 space for each 200 square feet of gross floor area.
Osteopathic care establishment engaged in the science and the art of preventing, curing, or alleviating disease. (Non-institutional)	4 spaces per doctor plus 1 space per employee other than physician.
Other communication facility	1 space for each 200 square feet of gross floor area.
Outdoor shooting range	1 space per shooting booth or stand
Outer continental shelf service and/or supply base	5 spaces
Overnight recreational and/or camping vehicle storage	1 space for each 200 square feet of gross floor area.
Paper and allied products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.

Land Uses	Parking Standards
Park (public)	5 spaces per acre plus spaces required for any use areas
Parsonage	2 spaces per dwelling unit.
Personal services	2 spaces per operator.
Petroleum and related products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Pharmaceutical manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Photography studio	1 space per 200 square feet of gross floor area.
Physical fitness studio	1 space per 200 square feet of gross floor area.
Pier (fishing)	1 space per 20 lineal feet
Pier (private)	4 spaces
Pier for cargo, marine research, and/or commercial fishing vessels	5 spaces per pier, wharf, and/or berth
Place of public assembly	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Plastic manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Pool center or hall	1 space per table and/or other method of participation, however styled.
Pool for swimming, except at a single-family residence	1 space per 100 square feet of water and deck area.
Post office	1 space per 150 square feet of public service area plus 2 spaces per 3 employees on shift of greatest employment.
Pottery, porcelain, and vitreous china manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Primary metal products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Printing and publishing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Private school	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Psychiatric care establishment engaged in the science and the art of preventing, curing, or alleviating disease. (Non-institutional)	4 spaces per doctor plus 1 space per employee other than physician.
Public assembly (place of)	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Public park	5 spaces per acre plus spaces required for any use areas
Public school	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Public utility infrastructure	None required.
Public utility office	1 space for each 200 square feet of gross floor area.
Public utility workshop and/or storage	1 space per 200 square feet of gross office floor area plus 1 space per 1,000 square feet of gross storage floor area.

Land Uses	Parking Standards
Quarrying	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Radio studio or station	2 spaces per 3 employees on shift of greatest employment.
Radio transmitting tower	None required
Railroad transportation facility (aka railroad station)	1 space for each 4 seats for waiting passengers plus 1 space for each two employees on shift of greatest employment.
Railroad yard (marine)	5 spaces
Ramp (boat launching)	0.33 spaces per dry slip, 0.50 spaces per wet slip, plus 1 space per employee, plus 25 12' by 40' spaces for each boat ramp.
Recreation center (Community)	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Recreational club	1 space for each 250 square feet of gross floor area.
Recreational facility (for profit)	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Recreational facility (non-profit)	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Recreational vehicle park	None required beyond what is required by the Manufactured Home, Manufactured Home Park, and Recreational Vehicle Park Ordinance
Recycling of waste matter	5 spaces per acre
Repair garage (motor vehicle)	2 spaces for each service bay plus 1 space for each employee on shift of greatest employment.
Rescue and/or fire station	1 space per person on duty on a normal shift.
Research facility (marine)	1 space for each 200 square feet of gross floor area.
Research facility pier, wharf, deepwater berth, etc.	5 spaces per pier, wharf, and/or berth
Research laboratory	1 space for each employee on the shift of greatest employment.
Residential hotel	1.5 spaces for units 549 sq. ft. or less; 1.75 spaces for units 550-699 sq. ft.; 2 spaces for units 700-1,249 sq. ft.; 2.25 spaces for units over 1,250 sf
Residential marina	20 percent of wet or dry slips available.
Rest home	1 space for 4 patient beds plus 1 space for each 2 employees on the shift of greatest employment.
Restaurant (with drive-in/drive-thru window)	10 spaces minimum plus 1 space for every 3 seats plus 15.0 per 1,000 sf gross floor area plus 3 stacking spaces for each bay, window, and/or lane.
Restaurant (no drive-in/drive-thru window)	10 spaces minimum plus 1 space for every 3 seats.
Retail business	1 space per 200 square feet of gross floor area.
Retail (miscellaneous)	1 space per 200 square feet of gross floor area.
Rubber products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Sale of alcoholic beverages in a retail establishment	1 space per 200 square feet of gross floor area.
Sanitarium care	1 space for each 2 patient beds, plus 1 space for each staff or visiting doctor, plus 1 space for each 3 employees.

Land Uses	Parking Standards
Savings and loan association	10 spaces minimum for customer parking and 1 space for each 1 employee on shift of greatest employment.
School (public or private)	1 space for each classroom and administrative office employee and maintenance employee, 5 visitor parking spaces, and 1 school bus space for each 50 students, when necessary.
Scrap processing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Seafood processing, handling, storage, and/or sales facilities	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Senior high school	5 spaces for each room used for administrative offices or class instruction, or 1 space for each 5 seats in auditoriums and other places of assembly or facilities available to the public, whichever is greater, plus 1 school bus space for each 50 students, when necessary.
Service station (motor vehicle)	2 spaces for each service bay, plus 1 space for each employee on shift of greatest employment.
Ship's store	1 space per 200 square feet of gross floor area.
Shooting range (indoor)	1 space per shooting booth or stand
Shooting range (outdoor)	1 space per shooting booth or stand
Side show of no more than 30 days	Minimum of 25 spaces, with at least 1 space per 4 seats or 10 feet of bleacher seating, 10 spaces per ride, 5 spaces per game booth or area, and 2 spaces per food vendor.
Sign (off-premises)	None required
Signs (manufacturing and/or assembly)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Single-family dwelling, detached (note: single-family attached is two-family or more)	2 spaces per dwelling unit.
Skating rink	1 space for each 50 square feet of gross floor area used for skating
Slaughterhouse	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Sludge disposal and/or septage	1 space per 200 square feet of gross floor area.
Stable (private or public)	1 space per 4 stalls or open area similarly used.
Stadium	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Stationery store	1 space per 200 square feet of gross floor area.
Stone, clay, glass, and/or concrete products manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Storage (drystack for boats)	0.33 spaces per dry slip
Storage (overnight recreational and/or camping vehicles)	1 space per 200 square feet of gross office floor area.
Storage units (aka mini-storage or mini-warehouse)	1 space for each 200 square feet of gross floor area.
Storage yard (boats)	Parking spaces equal to 60% of the number of boats for which facilities for dry storage are available plus 1 space for each 2 wet slips plus 1 space
Studio for arts, photography, dance, and/or music	1 space for each 200 square feet of gross floor area.
Surgical care establishment engaged in the science and the art of preventing, curing, or alleviating disease. (Non-institutional)	4 spaces per doctor plus 1 space per employee other than physician.

Land Uses	Parking Standards
Swimming pool, except at a single-family residence	1 space per 100 square feet of water and deck area.
Swine production	None required
Taxi terminal	1 space per 225 square feet of gross floor area.
Telecommunications facility (cell tower)	None required
Telecommunications facility (co-location on a tower)	None required
Telecommunications facility (co-location, not on a cell tower)	None required
Television studio or station	2 spaces per 3 employees on shift of greatest employment.
Television transmitting tower	None required
Temporary manufactured/mobile home	2 spaces per dwelling unit.
Tennis courts (private)	1 space per court and/or other method of participation, however styled.
Tennis courts (public and/or commercial)	1 space per court and/or other method of participation, however styled.
Terminal activities (vehicle)	5 spaces
Terminal (bus)	1 space for each 4 seats for waiting passengers, plus 1 space for each 2 employees on shift of greatest employment.
Terminal (taxi)	1 space per 225 square feet of gross floor area.
Terminal (wholesale storage and bulk, excluding flammable products, chemicals, and mineral manufacturing and storage)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Terminal (wholesale storage and bulk for flammable materials)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Textile manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Theatre (indoor)	1 space per 4 fixed seats in largest assembly room or area or for each 40 square feet of gross floor area available for the accommodation of movable seats in the largest assembly room, or 1 space for each 150 square feet of gross floor area, whichever is needed by the facility.
Theatre (outdoor)	At least 1 space per 4 seats or 10 feet of bleacher seating plus 1 space per speaker outlet
Tire recapping and retreading	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Tobacco manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Tobacco sales warehousing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Tower (See: Telecommunications)	None required
Tower (TV, radio transmitting)	None required
Townhouse	1.5 spaces for units 549 sq. ft. or less; 1.75 spaces for units 550-699 sq. ft.; 2 spaces for units 700-1,249 sq. ft.; 2.25 spaces for units over 1,250 sf
Trade school	5 spaces for each room used for administrative offices or class instruction, or 1 space for each 5 seats in auditoriums and other places of assembly or facilities available to the public, whichever is greater, plus 1 school bus space for each 50 students, when necessary.
Trailer (utility and/or hauling) sales and/or rental	1 space per 200 square feet of gross floor area.
Transportation equipment manufacturing	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.

Land Uses	Parking Standards
Triplex (aka three-family dwelling)	1.5 spaces for units 549 sq ft or less; 1.75 spaces for units 550-699 sq ft; 2 spaces for units 700-1,249 sq ft; 2.25 spaces for units over 1,250 sf
Truck sales	In addition to inventory display areas, 1 space per 400 square feet of building area devoted to sales, minus any storage areas.
Tugboats, docks, barges, and related water transportation facility services & equipment	25 spaces per berth, dock, and/or pier
Two-family dwelling (aka duplex or single-family attached dwelling)	2 spaces per dwelling unit.
University	5 spaces for each room used for administrative offices or class instruction, or 1 space for each 5 seats in auditoriums and other places of assembly or facilities available to the public, whichever is greater, plus 1 school bus space for each 50 students, when necessary.
Utility (public) infrastructure	None required.
Utility office (public)	1 space for each employee on shift of greatest employment.
Utility workshop and storage (public)	1 space for each employee on shift of greatest employment.
Vegetable or fruit stand (on same parcel as produced)	1 space per 200 square feet of gross floor area.
Vehicle terminal activities	5 spaces
Vending machine located outdoors	1 space per 5 machines
Veterinary clinic	1 space for each 400 square feet of gross floor area, with a minimum of 5 spaces
Vocational school	5 spaces for each room used for administrative offices or class instruction, or 1 space for each 5 seats in auditoriums and other places of assembly or facilities available to the public, whichever is greater, plus 1 school bus space for each 50 students, when necessary.
Warehousing (freight transportation)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Warehousing (general)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Warehousing (tobacco sales)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Water transportation facility, including barges, docks, tugboats, and related services and/or equipment	25 spaces per berth, dock, and/or pier
Wharf for cargo, marine research, and commercial fishing vessels	5 spaces per pier, wharf, and/or berth
Wholesale (general)	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Wholesale nursery and/or greenhouse	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Wholesale storage and bulk terminal (excluding flammable products, chemicals, and mineral manufacturing and/or storage)	5 spaces per pier, wharf, and/or berth
Wholesale storage and/or bulk terminal for flammable materials	5 spaces per pier, wharf, and/or berth
Wholesale with related retail business	2 spaces per 3 employees on the shift of greatest employment plus additional spaces per square foot of gross floor area devoted to retail sales as applicable
Wildlife shelter (non-profit)	1 space for each 400 square feet of gross floor area, with a minimum of 5 spaces

Land Uses	Parking Standards
Wind Turbine Small System (up to 25 kW) and attached to a house	None required
Wind Turbine Small System (up to 25 kW) but not attached to a house	None required
Wind Turbine Large System (26 - 999 kW)	None required
Wind Turbine Utility-scale (1,000 kW or more)	None required
Woodworking shop	1 space for each 1 employee on shift of greatest employment plus 5 spaces for visitor parking.
Yacht club	0.33 spaces per dry slip, 0.50 spaces per wet slip, plus 1 space per employee plus 25 spaces at least 12' by 40' for each boat ramp

2003. Parking space and travel aisle width defined.

2003.1. A parking space is defined as an off-street space exclusively available for the parking of motor vehicles. A standard parking space must have minimum dimensions of 10 feet in width and 20 feet in length with a minimum of 200 square feet needed. This area does not include any passageways and driveways used for access to the space or spaces.

Where there are lots designed to accommodate more than 10 vehicles, up to 25 percent of the spaces may have minimum dimensions of 7.5 feet in width and 16 feet in length. The smaller spaces, if provided, shall be designated for use only by compact cars.

2003.2. The minimum width of a travel aisle width in a parking lot with two-way (2 lanes) traffic shall be 24 feet. The minimum width of a traffic aisle for one-way (1 lane) parking shall be 14 feet.

2004. Parking spaces in driveways.

In the absence of garages or carports, driveways may be considered as providing required off-street parking spaces for single-family, two-family, and three-family dwellings in residential districts.

2005. Location of parking spaces.

Parking spaces must be located so that no space is farther than 400 feet from the buildings or uses to which it is assigned. However, in no case shall parking be located across a thoroughfare (i.e., Highways 24, 58, 70, 101 and 12) from the use nor shall parking be permitted within a structure unless it is an approved parking garage. The planning commission may waive this distancing requirement if a shuttle system is provided for the use. This 400-foot distancing requirement does not apply to parking spaces for auditoriums, assembly halls, gymnasiums, and other places of assembly, industrial, wholesaling, manufacturing establishments and hospitals.

2005.1. A strip of land not less than 10 feet in width shall be required between the first row of parking and any adjoining right-of-way.

2006. Parking spaces assigned to one use.

Required parking spaces for any number of separate buildings or uses may be combined in one lot, but the required spaces assigned to one use may not be assigned to another use at the same time. The required parking spaces for places of assembly may be assigned to parking spaces that are otherwise assigned to other uses if the parking spaces are normally used at different times and a written agreement between both parties regarding the requirements of section 2006 is submitted to the planning department.

2007. Parking spaces shall not be reduced in number.

Off-street parking spaces shall not be reduced below the minimum required for the use or facility to which they are assigned. Off-street parking spaces for buildings or uses which existed at the time of the adoption of this ordinance and which were inadequate to meet the minimum parking spaces required by this ordinance must not be reduced as long as those buildings and uses continue to be in existence.

2008. Additions to buildings deficient in parking spaces.

The provision of extra parking spaces is not required for additions to existing buildings and uses that do not meet the minimum requirements for off-street parking spaces if any such additions do not represent an additional parking requirement of more than three off-street parking spaces. If more than three parking spaces would be required, the addition must comply with all applicable parking standards.

2009. Parking plans required.

Plans for off-street parking lots, whether public or private, must be submitted to the zoning enforcement officer for review for compliance with the provisions of this ordinance and with other pertinent ordinances. Each plan must indicate the number of spaces and arrangement of parking aisles, location of driveway entrances, provisions for vehicular and pedestrian circulation, locations of sidewalks and curbs on or adjacent to the property, and any other such information as deemed necessary by the zoning enforcement officer to fulfill other ordinance requirements. Detached single-family, two-family, and three-family residences are exempted from this requirement.

2010. Barriers required.

Curbs, walls, fences, ditches, or similar devices must be located along the perimeter of parking lots, garages, and storage areas, except at entrances and exits indicated on approved parking plans. These barriers must be designed and located to prevent parked vehicles from extending beyond property lines of parking lots and garages and to protect public rights-of-way and adjoining properties from damaging effects from surface drainage from parking lots.

2011. Parking and storage areas.

2011.1. Parking lots, garages, and storage areas must be designed and constructed so that all maneuvering to park cars can take place entirely within the property lines of the lot.

2011.2. All parking areas shall be designed so that there will be no need to use streets, sidewalks, alleys or other public rights-of-way for parking or maneuvering to and from off-street parking spaces, except where such maneuvering is necessary in the use of driveways for access to and from single-family, two-family, and three-family dwellings.

2011.3. Access to parking areas will be limited to driveway entrances and exits specified in the approved parking area plans.

2012. Parking spaces and lots to be improved.

All parking lots and spaces, excluding those provided for detached single-family dwellings shall be improved with gravel or marl, turfstone, compacted stone, asphalt or concrete, or any other innovative means of paving. Each parking space, except those provided for detached single-family dwellings, shall be delineated by curbs, railroad ties, paint, or other similar material.

2013. Handicapped parking.

One handicapped parking space shall be required per 50 parking spaces. Each handicapped space must meet the terms of the NC Building Code and be delineated as required in section 2012.

2014. Off-street loading requirements.

2014.1. *Spaces appropriate to function.* Off-street loading spaces must be provided as appropriate to the function and scope of operation of individual or groups of buildings and uses.

2014.2. *Design of loading spaces.* Off-street loading spaces must be designed and constructed so that all maneuvering to park and unpark vehicles for loading and unloading can take place entirely within the property lines of the premises. Loading spaces must be designed so as not to interfere with the normal movement of vehicles and pedestrians on public rights-of-way.

2100. DESIGN STANDARDS AND REGULATIONS OF SIGNS

The purpose of this section is to regulate the type, placement, and physical dimensions of signs in the interest of public health, safety, and welfare, while recognizing the need for signs in the business community.

2101. Definitions. (Amended 6-4-2007, 4-21-2008, and 1-13-2014)

Advertising display area: The advertising display surface area encompassed within any polygon that would enclose all parts of the sign by one continuous line, connecting the extreme points or edges of a sign and using the largest sign area or silhouette visible at any one time from any one point. The structural supports for a sign, whether they be columns, pylons, or a building, or a part thereof, shall not be included in the advertising area but all other ornamental attachments, inner connecting links, etc., that are not a part of the main supports of the sign are to be included in determining sign area.

Blinking: To shine intermittently, to turn on/off, or to open/close more than 15 times per minute.

Billboard: A sign that advertises an establishment, service, commodity, goods, or entertainment sold or offered on premises other than that where the sign is located. A billboard usually has a sign area larger than 32 square feet. Also known as an off-premise or outdoor advertising sign.

Building: A type of structure having a roof, supported by columns or walls, for the shelter, housing, or enclosure of persons, animals, or goods, as per the North Carolina Building Code.

Controlled access highway: A highway, or section thereof, especially designed for through traffic and over, from, or to which highway owners or occupants of abutting property, or others, shall have only controlled right of easement of access.

Copy: The wording on a sign surface in permanent, changeable or removable letter form.

County: The County of Carteret, North Carolina.

Enforcement officer: The Planning Director or designee.

Erect: To build, construct, attach, hang, place, suspend, or affix something, such as a building or a sign.

Face of sign: The area of a sign on which the copy is placed.

Flashing: A light that intermittently flashes on and off.

Flickering: A sudden brief movement.

Indirect illumination: A sign that is lighted by a light source outside of the sign.

Internal illumination: When a sign, whose light source is concealed or contained within the sign itself, becomes visible by shining through a translucent surface.

Lot: Land area of defined boundaries in single ownership, set aside for separate use or occupancy, and recorded as such in the office of the Carteret County Register of Deeds. The word "lot" includes "parcel", "plot", or "tract".

Lot line: Any boundary of a parcel.

Maintenance: The cleaning, painting, repair, or replacement of defective parts (including plumbing, electrical, or mechanical work that might require a building permit) in a manner that does not alter the basic design or composition of a structure, such as a sign, wind turbine, wireless telecommunications facility, or other structure.

Major access road: US 70, NC State Highway 24, NC State Highway 58, NC State Highway 101, and NC State Highway 12.

Oscillating: To move or travel back and forth between two points, as in a light that oscillates up and down, back and forth, etc.

Owner: A holder of any legal or equitable estate in the premises, whether alone or jointly with others, and whether in possession or not. The owner of property on which a sign is located is presumed to be the owner of the sign, unless facts to the contrary are officially recorded or otherwise brought to the attention of the Enforcement Officer (e.g., a sign leased from a sign company).

Parcel: Land area of defined boundaries in single ownership, set aside for separate use or occupancy, and recorded as such in the office of the Carteret County Register of Deeds. The word "parcel" includes "lot", "plot", or "tract"

Premises: A parcel of land with its appurtenances and buildings which, because of its unity of use, may be regarded as a unit of real estate.

Principal use: The use that constitutes the primary activity, function, or purpose to which a parcel or building is put.

Principal use sign: A sign that advertises an establishment, a service, commodity, or activity conducted upon the premises where such sign is located.

Public body: Any government or governmental agency of the County of Carteret, the State of North Carolina, or the United States of America.

Rotating: To turn about or around on an axis or center.

Scrolling: To move text or graphics up or down, back and forth, and/or across a display screen.

Semi-public body: Any organization operating as a non-profit activity and serving a public purpose or service, including such organizations as non-commercial clubs, lodges, theater groups, recreational and neighborhood associations, cultural activities, and schools.

Sign: Any device, letter, numeral, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated surface, that is so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner, whatsoever, so that the same is used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise, whatsoever, that are displayed in any manner whatsoever, including out-of-doors, and are visible from any public way. Also included are any card, cloth, glass, metal, painted, paper, plastic, wooden, or other configuration of any character placed in or on the ground or any tree, wall, bush, rock, fence, pavement, building, structure, or thing, for the purpose of advertising, announcing, declaring, demonstrating or displaying information about a specific business, occupant use, activity, or building, including clocks, barber poles and similar devices. This shall exclude official notices issued by a court or public officer.

TYPES OF SIGNS:

1. **Abandoned sign:** A sign for which no legal owner can be found.
2. **Animated sign:** Any sign that uses movement or change of lighting to depict action or to create a special effect or scene. This shall not include permitted LED signs.
3. **Awning sign:** A sign painted, sewn, woven into or as a part of, and/or otherwise applied to the fabric of an awning.
4. **Banner sign:** A sign that is hung, either with or without frames, usually from a single support or between two sources of support. National flags, flags of political subdivisions, and symbolic flags of any institution or business are not included in this definition. Banner signs are often used to advertise a special event.
5. **Banner sign:** A strip of cloth or other material on which a sign is drawn, written, or painted that is temporarily displayed.
6. **Billboard:** A sign that directs attention to and is not located on the premises where the business, commodity, service, or entertainment being advertised is conducted, sold, or offered. Also known as an off-premise or outdoor advertising sign.
7. **Building directory sign:** A sign identifying the businesses within a building or the locations of buildings on-site.
8. **Bulletin board sign:** A sign used to announce meetings or programs to be held at a church, school, auditorium, library, museum, community recreation center, or similar non-commercial place of public assembly and is located on the premises where the meeting or program is conducted. The text may be in LED (light emitting diode) form, use light bulbs or be manually changeable.
9. **Business sign:** A sign that directs attention to a business, profession, or industry located upon the premises where the sign is displayed; to types of products sold, manufactured, or assembled on said premises; and/or to service or entertainment offered on said premises.
10. **Canopy sign:** A sign painted, glued, and/or otherwise attached to a canopy.
11. **Changeable copy sign:** A sign that is designed so that characters, letters, or illustrations are changed or rearranged manually without altering the face or the surface of the sign, which includes the changing of copies on billboards.
12. **Construction sign:** A sign that identifies architects, engineers, contractors, and other individuals or firms involved with construction on the premises, the name of the building or development, the intended purpose of the building, the expected completion date, and/or related information about the construction project.
13. **Directional/informational sign:** An on-premise sign giving directions, instructions, and/or facility information and which may contain the name or logo of an establishment but no advertising copy (e.g., parking or exit and entrance signs).
14. **Directional sign:** Signs other than business signs which contain only the name of a parking area or similar accessory use to a business establishment to which direction is given, i.e., entrance/exit signs.
15. **Directory sign:** A sign on which the names and locations of occupants or the use of a building is given, such as office buildings and church directories.
16. **Double-faced sign:** A sign with two faces.
17. **Electronic message board:** A sign in which the text is in LED (light emitting diode) form; or uses light bulbs to form a message. An electronic message board is not a changeable copy sign.
18. **Flag sign:** A piece of fabric of distinctive design that is used as a symbol or as a signaling device.
19. **Flashing sign:** A sign that contains an intermittent, alternating, irregular, blinking, and/or sequential light.

20. **Flush-mounted sign:** A sign mounted flat against the surface of a building.
21. **Freestanding sign:** A sign that is not attached to a building and is permanently attached to the ground by one or more supports.
22. **Government flag sign:** A flag, banner, and the like bearing the colors and/or logo of a government agency.
23. **Government sign:** Any sign erected by a government agency.
24. **Ground or pole sign:** A type of freestanding sign that is supported by structures or supports in the ground and is independent of support from any building.
25. **Home occupation sign:** A sign used to identify the name of the individual, family, organization, or enterprise occupying the home and engaged in a home occupation or the profession of the occupant.
26. **Identification sign:** A sign whose copy is limited to the name and/or address of a building, institution, or person.
27. **Illegal sign:** A sign that does not meet the requirements of this ordinance, that has not received legal non-conforming status, and that does not have permit authorization, if required, under the terms of the old ordinance.
28. **Illuminated sign:** A sign illuminated in any manner by an artificial light source.
29. **Inflatable display sign:** A sign that is gas filled, whether or not the gases cause the sign to move.
30. **Legal sign:** Any sign not an illegal sign. A sign that complies with the requirements of this ordinance.
31. **Menu board sign:** A sign (usually an illuminated metal box with pictures and prices of food items) advertising one or more products offered at a drive-thru. Such signs might be on poles or posts, ground-mounted, wall-mounted, in temporary sign frames, etc. and are typically not readable from off the premises.
32. **Non-commercial sign:** A sign that carries no commercial message, statement, or expression. Non-commercial signs include signs expressing political views, religious views, or signs of for-profit organizations related to their tax-exempt purposes.
33. **Non-conforming sign:** A sign that was erected legally but does not comply with subsequently-enacted sign restrictions and regulations or a sign that does not conform to the sign code requirements but has received approval from the zoning board of adjustment.
34. **Non-governmental flag sign:** A flag, banner, and the like bearing the colors and/or logo of a business, family, fraternal organization, non-profit agency, or the like.
35. **Obsolete sign:** A sign related to or identifying a business or activity that has not been conducted on the premises for at least 6 (six) months; a transpired election or event; a political party or profit organization that no longer exists; or the structure for a sign that is not allowed under this Ordinance if such structure cannot be used for a legal use or does not comply with the height, size, physical location, or other physical requirements of this Ordinance.
36. **Off-premises commercial sign:** A sign structure advertising an establishment, merchandise, service or entertainment that is not sold, produced, manufactured, or furnished at the property on which said sign is located. Also known as a billboard or outdoor advertising sign.
37. **Off-premises tri-view sign:** An off-premises sign on which each face intermittently rotates with a maximum of three faces per side.
38. **On-premises, commercial sign:** A sign that pertains to the use of the premises on which it is located.
39. **Outdoor advertising sign:** A type of off-premises sign, usually a billboard, including a standard poster panel, either freestanding or attached to a structure, that directs attention to a business, commodity, service, entertainment, or other commercial activity, conducted, sold, or offered elsewhere than on the premises on which said sign is located. Also known as a billboard or off-premise sign.
40. **Political sign:** A sign used in connection with an election or referendum.
41. **Portable sign:** A sign not permanently attached to the ground or other permanent structure, including signs with attached wheels; A- or T-frame signs; sandwich board signs; signs attached or painted on vehicles parked and visible from the right-of-way (even if said vehicle is used as a vehicle in the normal day-to-day operations of the business).
42. **Principal Use Sign:** A sign which directs attention to a business, commodity, service, entertainment, or other activity, conducted, sold, or offered exclusively on the premises upon which said sign is located.
43. **Prohibited sign:** A sign that is not permitted in the jurisdiction of this ordinance.
44. **Projecting sign:** A sign that is attached to a building by supports and extends at any angle from the building greater than 45° for more than two-feet.
45. **Public sign:** A sign erected by, or on behalf of, a governmental body to post a legal notice, identify public property, convey public information, and/or direct or regulate pedestrian or vehicular traffic.
46. **Real estate sign:** A sign that is used to offer for sale, lease, or rent the property upon which the sign is placed.
47. **Roof sign:** A sign that extends above the ridge of the roof or a sign placed on the roof.
48. **School identification sign:** A sign that identifies a school by name and/or logo.
49. **Snipe sign:** A sign of any material that is attached in any way to a utility pole, tree, or any object other than a building, roof, or sign post.



Typical snipe signs

50. **Special event sign:** A sign advertising events, such as the Seafood Festival, Big Rock Blue Marlin Tournament, and other similar happenings.
51. **Subdivision sign:** A sign that identifies a subdivision name and/or logo.
52. **Suspended sign:** A sign that hangs, such as from a ceiling or an awning or canopy roof.
53. **Temporary sign:** A sign that is mounted on a mobile framework or movable apparatus that is portable and/or moveable, including arrow-type signs, spring-type signs, metal frame signs, pricing-type signs, and special purpose advertising signs.
54. **Three-dimensional sign:** A sign that has height, depth, and breadth and incorporates an object into an advertising sign (e.g., a three-dimensional hamburger or life-sized pig advertising a food place).
55. **Trailer sign:** A sign mounted on a vehicle normally licensed by the State of North Carolina as a trailer.
56. **Wall sign:** A sign painted, attached, or mounted on the wall of a building or structure, other than a projecting sign, that is attached to or painted on any wall of any building and which may project from the plane of the wall less than 12 inches. This definition shall not include freestanding walls, which would be a ground-mounted sign. A sign attached to the lower slope of a mansard or canopy roof, or a sign affixed to or forming an awning or canopy, shall be considered a wall sign for purposes of this Ordinance, notwithstanding the fact that certain portions of such sign may project more than 12 inches. For purposes of this Ordinance only, a "wall" shall include any permanent architectural extension of a wall, including parapets, even if such extension projects beyond or above the enclosed portions of the building.
57. **Window sign:** A sign that is not a temporary sign and is attached to, painted on, etched into, or hangs behind a window and is legible from outside the window. Window signs shall include signs, posters, symbols and any other identification of/or information about the occupant or the activity and/or use of the premises, including neon "open" signs. Included in the definition is any sign, displayed in, attached to, or painted on a window that is visible from any public street and is intended to attract the attention of persons outside the building, but excluding merchandise displays and incidental informational signs (e.g.; credit cards accepted, hours, non-appurtenant community service announcements, etc.).

Sign area: The advertising display surface area encompassed within any polygon that would enclose all parts of the sign by one continuous line, connecting the extreme points or edges of a sign, and using the largest sign area or silhouette visible at any one time from any one point. The structural supports for a sign, whether they be columns, pylons, or a building, or a part thereof, shall not be included in the advertising area but all other ornamental attachments, inner connecting links, etc., that are not a part of the main supports of the sign are to be included in determining sign area.

Sign face: The informational area of a sign on one side of a sign.

Sign height: The height of a sign shall be the vertical distance from normal grade to the highest point of the sign. Any berming or filling or excavating solely or primarily for the purpose of locating the sign shall be computed as a part of the sign height.

Special events display: A banner sign erected on the premises of an establishment having a grand opening or special event.

Stationary: Unchanging in condition; not moving.

Structure: Something built or constructed, such as a walled and roofed building, a manufactured home, a gas or liquid storage tank that is principally above ground, a wind turbine or communications tower, a water tank, etc., exclusive of fences, mailboxes, flagpoles, lampposts, doghouses, birdhouses, and well pump covers.

Used or occupied: A parcel or structure that is not completely vacant or is otherwise devoted to a use, whether active or passive or constant or intermittent.

2102. General requirements.

No sign of any type nor any part thereof shall be erected, painted, posted, reposted, placed, replaced, or hung in any zoning district except in compliance with these regulations.

2102.1. *Application materials.* Each application for a zoning permit for a sign shall be made in writing and shall contain or have attached the following information:

- a) A drawing approximately to scale showing the design of the sign, including dimensions, method of attachment or support, source of illumination and showing the relationship to any building or structure to which it is or is proposed to be installed;
- b) A plot plan approximately to scale indicating the location of the sign relative to property lines, easements, buildings, streets and other on-premises signs;
- c) Two sets of plans to be submitted to the building inspector, when required;
- d) An LED sign shall have automatic dimming controls, either by photocell (hardwired) or via software settings, in order to bring down the lighting level at night.
- d) No zoning permit for a sign is required for a construction sign, real estate sign or financial institution sign related to the financing of the project under construction, so long as it is not over 16 square feet and there is not more than four feet from the bottom of the sign to the ground thereunder. (Amended 1-13-2014)

Sign plans shall be submitted to the zoning enforcement officer for approval prior to the building inspector issuing a building permit. A record of such applications and actions taken shall be kept in the planning department.

2102.2. *Signs prohibited in all districts.* The following signs are prohibited in all zoning districts:

- a) Advertising signs resembling traffic signals, traffic signs, emergency vehicles' flashing lights and which are likely to be misconstrued by the traveling public as being official governmental signs or emergency warnings or which by their distracting nature create a hazard to motorists;
- b) Signs, except for off-premises signs allowed under this section, advertising an activity, business, product or service no longer conducted on the premises upon which the sign is located. Such signage shall be removed within 90 days from the date of termination of such activity. Upon failure of the owner to remove such signs within the prescribed time, the zoning enforcement officer shall take appropriate legal action to have such sign removed;
- c) Flashing, blinking, pulsating, and portable signs or signs with moving parts;
- d) Signs, other than traffic, governmental or street name signs or official signs, shall not be permitted within any street right-of-way;
- e) Roof signs;
- f) Three-dimensional signs;
- g) Beacon lights, animated signs, trailer signs and snipe signs;
- h) Portable signs.

2102.3. *Illuminated signs.* No illuminated sign shall be so designed or placed that direct or reflected light or glare constitutes a hazard or annoyance to motorists or occupants of adjoining properties. All LED signs shall have automatic dimming controls, either by photocell (hardwired) or via software settings, in order to bring down the lighting level at night.

2102.4. *Determination of sign area.* For the purposes of this ordinance, the square footage area of any sign shall be measured by the smallest area enclosed by one continuous line connecting the extreme points or edges of the sign. This includes lattice work, frame, border molding, lettering, and display area incidental to the sign's decoration.

2102.5. *Maintenance.* All signs, together with braces, guys and supports shall at all times be kept in good repair. If at any time a sign should become abandoned, unsafe, or poorly maintained, the zoning officer shall notify the owner of the sign of such condition, and upon failure of the owner to correct such condition, the zoning officer shall take appropriate legal action to have such sign repaired or removed.

2103. On-premises, commercial signs.

These signs shall comply with all state and county building codes and the National Electric Code. Clearance of signs is required from high voltage power lines and signs shall be located in such a way that they will maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with the National Electric[al] Code specifications, provided that no sign shall be installed closer than 10 feet horizontally or vertically from any conductor or public utility guy wire.

2103.1. On-premises signs shall be permitted in all zones provided that the sign advertises the principal use of the lot and meets the requirements of section 2100.

2103.2. No on-premises sign shall be located closer than 10 feet from the right-of-way or five feet from the side property lines.

2103.3. One ground or pole on-premises sign shall be permitted per parcel, unless the use is located within a complex, such as a business complex or office complex and shall not exceed 3/4 square foot to each linear foot of road frontage (e.g., 100 feet of road frontage would allow a 75 square foot sign) or the maximum sign area permitted in a district, whichever is less. On-premises wall signs are permitted in any district, but cannot exceed more than 50 percent of the total wall area.

2103.4. The height of a ground or pole on-premises sign shall not exceed 20 feet in height from the grade of the right-of-way or surface grade beneath the sign, whichever is less. The clearance of a ground or pole on-premises sign shall not be less than eight feet from the grade of the right-of-way or finished grade beneath the sign, whichever is less. Signs may be located closer to surface grade if the setback is increased by one foot for every one foot closer to the ground the sign is located. Setback examples are shown below:

TABLE INSET:

Setback	Clearance of Sign
10 feet	8 feet
11 feet	7 feet
12 feet	6 feet
13 feet	5 feet
14 feet	4 feet
15 feet	3 feet
16 feet	2 feet
17 feet	1 foot
18 feet	ground level

2103.5. Signs which are placed parallel to the right-of-way shall be permitted to be located at ground level 10 feet from the right-of-way, as shown below:

2103.6. No sign shall be erected at the intersections of streets, driveways, or alleys in such a manner as to obstruct clear vision.

2103.7. On-premises signs may be illuminated by indirect or internal illumination.

2103.8. No sign shall copy or simulate official governmental signs or signals.

2103.9. Sign copy shall be submitted for all proposed signs to the planning department. No sign shall have lewd or lascivious letters, words, or characters designating the same.

2103.10. Special events displays are permitted provided that they are in accordance with all sections of this ordinance.

2103.11. In the event a business is located on a corner lot, 2 on-premises ground or pole signs shall be permitted per parcel, provided that it is the intersection of 2 thoroughfares (i.e., Highways 12, 24, 58, 70, and 101).

2103.12. No sign shall be placed within 50 feet of a lot zoned for residential purposes unless the sign is permitted in residential districts.

2103.13. Electronic message boards can be used as a portion of the allowed signage area. Blinking, flashing, flickering, oscillating, rotating, or scrolling of the changeable area or stationary area shall not be permitted. The message cannot change more than once every 30 seconds. The message board shall have one background color and one text color. The sign shall not emit any sound or noise of any type. The message board lighting shall be limited to LED or similar low-intensity lighting. The stationary portion may be externally illuminated with down lighting so as not to affect the view of motorists.

2104. Off-premises, commercial signs.

New off-premises commercial signs are prohibited. A replacement off-premises commercial sign that is erected to substitute for a non-conforming off-premises commercial sign is permitted, if the replacement sign becomes conforming by meeting all of the provisions of this section, except for the spacing requirements of subsection 2104.4.

These signs shall comply with all state and county building codes and the National Electric[al] Code. Clearance of signs is required from high-voltage power lines and signs shall be located in such a way that they will maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with the National Electric[al] Code specifications, provided that no sign be installed closer than 10 feet horizontally or vertically from any conductor or public utility guy wire.

County Planning & Dev

2104.2. Setback requirements. All off-premises commercial signs shall be set back at least ten feet from all property lines.

2104.3. Height Limitations. An off-premises commercial sign, including cutouts, base or apron, supports, supporting building structure, and trim, shall not exceed a height of 20 feet when located 10 feet to 99.9 feet from the front right-of-way. If located 100 feet or greater from the front right-of-way, the height shall not exceed 25 feet.

2104.4. Location Requirements. Off-premises commercial signs shall be located only along major access roads (namely, US 70, NC 12, NC 24, NC 58, and NC 101).

Off-premises commercial signs shall be spaced at least 1,200 feet apart on the same side of the road. No off-premises commercial sign shall be placed within 600 feet in either direction of the nearest point on the opposite side of the same right-of-way from an existing off-premises commercial sign.

No off-premises commercial sign shall be located within 1,000 feet of a road intersection or of a navigable waterway.

2104.5. [Reserved]

2104.6. Maximum area of off-premises commercial sign. No off-premises commercial sign shall exceed 200 square feet in area. The sign area is measured by finding the area of the minimum imaginary rectangle or square of the vertical and horizontal lines which fully enclose all extremities of the sign, excluding supports, base, and/or apron, unless such copy, message, announcement, decoration appears on the base or apron.

2104.7. Corner lots. To prevent obstructions to motorists, on any corner lot, no part of an off-premises commercial sign may be located within a triangle formed by the right-of-way lines and a line connecting them at points 70 feet from the right-of-way of the intersection.

2104.8. Construction.

(a) All off-premises commercial signs shall be constructed of metal or wood and comply with all North Carolina Building Codes.

(b) All off-premises commercial signs shall be designed, where appropriate, with an anchoring system for the supporting structure. The anchoring system shall be approved by the planning and inspections department prior to issuance of permit.

(c) All off-premises commercial signs shall be inspected periodically by the planning and inspections department. The owner of a sign found to need repair shall be given a notice stating the repairs required. Failure to perform the required repairs in a 180-day period shall result in the removal of the sign.

(Amended 6-4-07)

2105. Signs permitted in all districts.

A zoning permit shall be required for all on- and off-premises signs, except those identified in section 2106. The following signs are permitted in all districts, but the standards outlined below apply:

2105.1. Reserved. (deleted 12-21-15)

2105.2. *Nonprofit organizations.* Signs erected by non-profit organizations shall not exceed 15 square feet.

2105.3. *Churches or public bulletin boards.* Signs advertising churches on premises or public bulletin boards shall not exceed 32 square feet in area. Such bulletin boards may be illuminated.

2105.4. *Off-premises church signs.* Signs identifying the name or location of a church remote from the location of the church, provided that such sign shall not exceed eight square feet in area. No such sign shall be illuminated or contain moving parts.

2105.5. *Agricultural products produced on-premises.* Signs advertising agricultural products produced on the premises shall not exceed 15 (fifteen) square feet. These signs shall be limited to two signs per parcel and shall be temporary in nature.

2105.6. *Temporary construction signs and financial institution signs.* Temporary construction signs and financial institution signs may be displayed in commercial and industrial districts, not to exceed two signs per building site, and shall not exceed 32 square feet per sign. If the building site has more than 100 linear feet of road frontage, an additional one-quarter-square foot may be added for each one-linear foot of road frontage. Such sign(s) must be removed within seven days after construction work has been completed and the building occupancy permit has been issued.

Temporary construction signs and financial institution signs not exceeding 15 square feet shall be allowed in all residential districts.

2105.7. *Temporary real estate signs.* Temporary real estate signs may be displayed in commercial and industrial districts, one sign per building site not to exceed 32 square feet per sign. If the building site has more than 100 feet of road frontage, an additional one-quarter square foot may be added for each two linear feet of road frontage over 100 feet. Such sign must be removed after property has been transferred. Typical six square foot standard real estate signs are exempted from this requirement.

These signs shall be limited to one per street front, one per waterfront and one per golf course front per parcel.

Such signs shall not be placed within any public street right-of-way. In the event that a real estate sign is located on the waterfront portion of a lot in Carteret County, a coastal area management act permit may be required.

2105.8. *Political campaign signs.* Political signs exceeding 32 square feet may be posted on private property, but a written consent of the landowner must be presented upon application for a zoning permit. These signs shall be removed within seven days after the election. In no case shall political signs be permitted within a public right-of-way.

2105.9 *Off-premises directional signs.* Off-premises directional signs shall only be allowed to call attention to industrial sites located off a major thorough which contain at least 10,000 square feet of gross floor area. Such directional signs shall be allowed within a five mile radius of said industrial site and shall be limited to eight square feet in area. Each sign shall be placed off the roadway right-of-way. Upon selection of a site, written authorization from the landowner shall be required to permit the siting of the sign in that location. A zoning permit shall be required for all off-premises directional signs.

The following requirements shall be met:

- (a) Only one off-premises directional sign shall be allowed at the intersection of the thoroughfare and the road leading to the industrial site.
- (b) Only one off-premises directional sign shall be allowed to be placed along the major thoroughfare within one mile of the intersection of the roadway leading to the site.
- (c) One off-premises directional sign shall be allowed at all other roadway intersections off the thoroughfare which leads to the industrial site.

2105.10 *On-premises ground or pole school accessory signs.* School accessory signs shall not exceed 250 square feet in area. Such signs shall be located no closer than 100 feet off any right-of-way and ten feet off any abutting property line. Maximum height of the signs shall not exceed 20 feet. Signs may be illuminated as per section 2102.3.

2105.11 *School identification signs.* School identification signs shall not exceed 80 square feet in area. Such signs shall be placed so as not to obstruct the view of traffic.

The sign may include a message board that does not exceed 32 square feet. The message board portion may be changeable, whether digitally or manually. Only text may be displayed on the message board. The remaining area of the sign shall be stationary.

Blinking, flashing, flickering, oscillating, rotating, or scrolling of the changeable area or stationary area shall not be permitted. The message cannot change more than once every 30 seconds. The message board shall have one background color and one text color. The sign shall not emit any sound or noise of any type. The message board lighting shall be limited to LED or similar low-intensity lighting. The stationary portion may be externally illuminated with down lighting so as not to affect the view of motorists.

School identification signs shall not be taller than 20 feet and shall comply with Section 2103. On-Premises, Commercial Signs. (Amended 3-11-91 11-9-98, and 4-21-08)

2106. Zoning permit not required.

The following signs are permitted in all districts, unless indicated otherwise. A zoning permit shall be required for all illuminated signs with the sole exception being electronic scoreboards. No zoning permit shall be required for the following signs:

- 2106.1 Signs erected by a governmental agency to regulate, control, or direct vehicular or pedestrian traffic;
 - 2106.2 Legal notices, warnings, regulatory or informational signs erected by a public agency;
 - 2106.3 Signs required by law;
 - 2106.4 "No trespassing" signs not exceeding 15-square feet in area;
 - 2106.5 Temporary real estate signs advertising a specific property for sale, lease, rent or development, located on said property, provided that such signs do not exceed 16 square feet in area and are not illuminated. (Amended 1-13-2014)
- These signs shall be limited to one per street front, one per waterfront and one per golf course front per parcel. Such signs shall not be placed within any public street right-of-way. In the event the real estate sign is located on the waterfront portion of a lot in Carteret County, a coastal area management act permit may be required;
- 2106.6 Typical six square foot standard real estate signs;
 - 2106.7 Temporary construction signs and financial institution signs displayed in residential districts, one sign per parcel, not exceeding 15 square feet;
 - 2106.8 Flags, emblems or insignia of any national, state, or political subdivision;
 - 2106.9 Property number signs not exceeding one square foot in area and bearing only address numbers of premises or other identification of premises not having commercial connotations;
 - 2106.10 Holiday decorations in season;
 - 2106.11 Political signs not exceeding 32 square feet.
 - 2106.12 Permanent subdivision signs not exceeding 48 square feet. Such signs shall be placed so as not to obstruct the view of traffic. (Added 12-21-15)
 - 2106.13 Electronic and manually operated scoreboards used for scorekeeping purposes at all schools and public and private outdoor athletic facilities.

2107. Sign regulations in residential districts.

In addition to the signs listed under section 2105, the following regulations shall apply in residential districts. All these signs shall be required to have a zoning permit.

None of these signs shall be illuminated unless otherwise allowed within this ordinance.

2107.1 No advertising sign shall be permitted in residential districts except signs advertising an existing nonconforming use, provided that such signs shall meet the requirements for signs in B-1 districts, regardless of the residential district within which the nonconforming use is located. Such signs may be illuminated. When the nonconforming use is discontinued, the sign must be removed.

2107.2 All signs in the residential district requiring sign zoning permit shall be set back a minimum of 10 feet from any property line or street right-of-way.

2107.3 The maximum area for real estate signs in residential districts is 15 square feet.

2107.4 Identification signs shall be permitted. They may be ground or pole signs. The maximum area of identification signs in residential districts is 15 square feet unless otherwise stated.

2107.5 Churches, clubs, funeral homes, libraries, museums, galleries, public parks, community recreation centers, home occupation, day care centers and public utility signs in residential districts shall be subject to the following as to number and size and shall be placed parallel to the right-of-way for safety:

- (a) Churches, clubs, day care centers, funeral homes, libraries, museums, galleries, public parks, and community recreation centers shall be permitted to have one on-premises sign for each street front, not exceeding six feet in height and not exceeding 20 square feet in sign area.
- (b) Home occupations shall be permitted to have one on-premises sign not exceeding four feet in height and not exceeding six square feet in sign area.
- (c) Public utilities shall be permitted one on-premises sign not exceeding six feet in height and not exceeding 25 square feet in sign area.

(Amend. of 3-2-98(3))

2108. Sign regulations in B-1 and B-1A districts.

In addition to the requirements listed under other sections of this ordinance, the following regulations shall apply in B-1 and B-1A districts.

2108.1 No billboard or roof sign shall be permitted within B-1 and B-1A districts.

2108.2 Maximum square footage area for the B-1 district is 200 square feet.

2108.3 In the B-1A district one business shall be allowed a maximum sign area of 50 square feet. When two or more businesses are located on the same parcel, the total maximum sign area shall be 100 square feet.

2108.4 Signs allowed on the premises for both special and permitted uses shall be subject to all the restrictions listed under the B-1 and B-1A district.

2108.5 Signs on the premises of permitted uses in B-1 and B-1A districts shall be subject to the following restrictions as to number and size:

- (a) Ground Signs: Not more than one ground sign is permitted per parcel unless such parcel is located on a corner of two thoroughfares (i.e., Highways 12, 24, 58, 70, and 101). In that case, two ground signs shall be permitted, one for each road front of the lot. In no case shall the signs be any closer than 50 feet from the intersection of the two roads.
- (b) Special Events Displays: These shall be permitted, provided that they meet all the regulations of the ordinance. The application for the permit shall have the following additional information: length of time the sign will remain. In no case shall this exceed 30 calendar days within a 12 month period.
- (c) Directional Signs: Directional signs not exceeding the six square feet per face shall be permitted. Not more than two directional signs shall be permitted at each entrance.
- (d) Menu boards shall be permitted.
- (e) Wall signs shall be permitted in accordance with Section 2103.3.

No sign in this district shall be less than 10 feet from the nearest street right-of-way or less than five feet from the side property line.

Notwithstanding the foregoing, signs which are located parallel to the right-of-way shall be permitted to be located at ground level 10 feet from the right-of-way.

(Amd. of 3-6-06(2))

2109. Sign regulations in B-2 districts.

In addition to the requirements listed under other sections of this ordinance, the following regulations shall apply in B-2 districts:

No billboard or roof signs shall be permitted in B-2 districts.

Maximum square footage area for this district is 200 square feet.

Signs on the premises of special uses shall be subject to all the restrictions listed.

Signs on the premises of permitted uses in B-2 districts shall be subject to the following restrictions as to number and size:

2109.1 *Ground signs:* Not more than one ground sign is permitted per parcel unless such parcel is located on a corner of two thoroughfares (i.e., Highways 12, 24, 58, 70, and 101). In that case, two ground signs shall be permitted, one for each road front of the lot. In no case shall the signs be any closer than 50 feet from the intersection of the two roads.

2109.2 *Special events displays:* These signs shall be permitted provided that they meet all the regulations of the ordinance. The application for the permit shall have the following additional information: length of time the sign will remain. In no case shall this exceed 30 calendar days within a 12 month period.

2109.3 *Directional signs:* Directional signs not exceeding six square feet per face shall be permitted. No more than two directional signs shall be permitted at each entrance.

2109.4 *Wall signs:* Wall signs shall be permitted in accordance with section 2103.3.

No sign in this district shall be less than 10 feet from the nearest street right-of-way or less than five feet from the side property line.

Notwithstanding the foregoing, signs which are located parallel to the right-of-way shall be permitted to be located at ground level 10 feet from the right-of-way.

2110. Sign regulations in B-3 and OP districts.

In addition to the requirements listed under other sections of this ordinance, the following regulations shall apply in B-3 and OP districts:

No billboard, special events displays or roof signs shall be permitted in the B-3 and OP districts.

Maximum square footage area for these districts is 200 square feet.

Signs on the premises of special uses shall be subject to all the restrictions for the B-3 and OP districts.

Signs on the premises of permitted uses in the B-3 and OP zoning districts shall be subject to the following restrictions as to number and size:

2110.1 *Ground signs:* Not more than one ground sign is permitted per parcel unless such parcel is located on a corner of two thoroughfares (i.e., Highways 12, 24, 58, 70, and 101). In that case, two ground signs shall be permitted, one for each road front of the lot. In no case shall the signs be any closer than 50 feet from the intersection of the two roads.

2110.2 *Directory signs:* Directory signs shall be permitted provided they are not visible from the highway right-of-way. Maximum sign area shall be 12 square feet. The height of the sign shall not exceed eight feet and the bottom of the sign shall be not more than three feet from the ground thereunder.

2110.3 *Wall signs:* Wall signs shall be permitted in accordance with section 2103.3.

No sign in these districts shall be less than ten feet from the nearest street right-of-way or less than five feet from the side property line.

Notwithstanding the foregoing, signs which are located parallel to the right-of-way shall be permitted to be located at ground level ten feet from the right-of-way.

2111. Signs permitted in MC, LIW, and P-I districts.

In addition to the requirements listed under other sections of this ordinance, the following regulations shall apply in MC, LIW, and P-I districts:

No billboard or roof signs shall be permitted in MC, LIW, and P-I districts.

Maximum square footage area for these districts is 200 square feet.

Identification signs for mobile home parks must meet the requirements of the Mobile Home Park, Mobile Home and Travel (Camper) Park Ordinance for permanent identification signs.

Signs on the premises of special uses shall be subject to all the restrictions listed under the MC, LIW and P-I districts.

Signs on the premises of permitted uses in the MC, LIW and P-I districts shall be subject to the following restrictions as to number and size:

2111.1 *Ground signs:* Not more than one ground sign is permitted per parcel unless such parcel is located on a corner of two thoroughfares (i.e., Highways 12, 24, 58, 70, and 101). In that case, two ground signs shall be permitted, one for each road front of the lot. In no case shall the signs be any closer than 50 feet from the intersection of the two roads.

2111.2 *Directional signs:* Directional signs not exceeding six square feet per sign face shall be permitted. No more than two directional signs shall be permitted at each entrance.

2111.3 *Wall signs:* Wall signs shall be permitted in accordance with section 2103.3.

No sign in these districts shall be less than ten feet from the nearest street right-of-way or less than five feet from the side property line.

Notwithstanding the foregoing, signs which are located parallel to the right-of-way shall be permitted to be located at ground level ten feet from the right-of-way. (Ord. of 5-16-94)

2112. Signs permitted in I-W districts. (Ord. of 4-6-92 and Amended 6-4-07)

In addition to the requirements listed under other sections of this ordinance, the following regulations shall apply in I-W districts:

Maximum square footage area for on-premises signs in these districts is 200 square feet.

No roof signs or special events displays shall be permitted in I-W districts.

Signs on the premises of special uses shall be subject to all the restrictions listed.

Signs on the premises of permitted uses in I-W districts shall be subject to the following restrictions as to number and size:

2112.1 *Ground signs:* Not more than one ground sign is permitted per parcel unless such parcel is located on a corner of two thoroughfares (i.e., Highways 12, 24, 58, 70, and 101). In that case, two ground signs shall be permitted, one for each road front of the lot. In no case shall the signs be any closer than 50 feet from the intersection of the two roads.

2112.2 *Directional Signs:* Directional signs not exceeding six square feet per sign face shall be permitted. No more than two directional signs shall be permitted at each entrance.

2112.3 *Wall Signs:* Wall signs shall be permitted in accordance with section 2103.3.

No sign in this district shall be less than ten feet from the nearest street right-of-way or less than five feet from the side property line.

Notwithstanding the foregoing, signs which are located parallel to the right-of-way shall be permitted to be located at ground level ten feet from the right-of-way.

2113. Nonconforming signs.

All on-premises nonconforming signs existing on the effective date of this amendment may remain in place, subject to the following requirements:

2113.1 No on-premises nonconforming sign shall be structurally altered so as to change the shape, size, type or design of the sign, nor shall any nonconforming sign be relocated, except to bring it into compliance with these sign regulations.

2113.2 No on-premises nonconforming sign shall be allowed to remain after the activity, business or use to which it relates has been discontinued for a period of 90 days.

2113.3 If an on-premises nonconforming sign is damaged in such a manner that the estimated expense of repairs exceeds 50 percent of its replacement value, the sign shall not be allowed to remain or be repaired and must be removed.

All billboard signs that do not meet the requirements of this Chapter are nonconforming off-premises signs and, thus, do not meet the purposes of this chapter. This means that they adversely impact the public health, welfare, and general safety because they adversely impact traffic safety; adversely impact community appearance; and detract from the character of the area, particularly the natural resources, in which such signs and billboards are located.

Because these conditions cannot be allowed to continue to adversely impact the public health, welfare, and general safety, all billboard signs existing on the effective date of this ordinance may remain in place and be maintained for six years after the effective date of this ordinance, subject to the following requirements:

2113.4 No nonconforming billboard sign shall be structurally altered so as to change the shape, size, type or design of the sign, nor shall any nonconforming sign be relocated, except to bring it into compliance with these sign regulations.

2113.5 No nonconforming billboard sign shall be allowed to remain after the activity, business or use to which it relates has been discontinued for a period of 90 days.

2113.6 If a nonconforming billboard sign is damaged in such a manner that the estimated expense of repairs exceeds 50 percent of its replacement value, the sign shall not be allowed to remain or be repaired and must be removed.

Within six years after the effective date of this ordinance, all nonconforming billboard signs shall be removed or brought into compliance, unless such time is extended pursuant to the following requirements:

(a) The owner of any nonconforming billboard sign shall have the right, within six years from and after the effective date of this ordinance to make application to the zoning board of adjustment for an extension of the time within which such sign may be permitted to remain.

(b) If such sign is nonconforming only as to its specific location on the premises, and can be removed or relocated so as to conform with the requirements of the section, then the time shall not be extended.

(Amended 6-4-07) Cross references: Nonconforming signs and billboards, § 13-5.

2114. Penalties.

Upon failure to comply with any of the above requirements, the zoning enforcement officer shall cause the removal of any nonconforming sign as hereinafter provided:

2114.1 The zoning enforcement officer or his designated agent shall give the owner of the sign notice of the violation by registered or certified mail. The notices shall contain a brief statement of the particulars in which this section is violated and the manner in which such violation is to be remedied.

2114.2 Failure to correct such violation within 30 days shall constitute a misdemeanor punishable by a fine of not more than \$50.00, or by imprisonment for not more than 30 days. Each day's continuing violation shall be a separate and distinct offense.

2115. Sign regulations in R-B districts.

In addition to the requirements listed under other sections of this ordinance, the following regulations shall apply in R-B districts.

2115.1. No billboard or roof sign shall be permitted within R-B districts.

2115.2. One business shall be allowed a maximum sign area of 50 square feet. When two or more businesses are located on the same parcel, the total maximum sign area shall be 100 square feet.

2115.3. Signs allowed on the premises for both special and permitted uses shall be subject to all the restrictions listed under the R-B district.

2115.4. Signs on the premises of permitted uses in R-B districts shall be subject to the following restrictions as to number and size:

Ground signs: Not more than one ground sign is permitted per parcel unless such parcel is located on a corner of two thoroughfares (i.e., Highways 12, 24, 58, 70, and 101). In that case, two ground signs shall be permitted, one for each road front of the lot. In no case shall the signs be any closer than 50 feet from the intersection of the two roads.

Special events displays: These shall be permitted provided that they meet all the regulations of the ordinance. The application for the permit shall have the following additional information: length of time the sign will remain. In no case shall this exceed 30 calendar days within a 12-month period.

Directional signs: Directional signs not exceeding the six square feet per face shall be permitted. Not more than two directional signs shall be permitted at each entrance.

Menu boards shall be permitted.

Wall signs shall be permitted in accordance with Section 2103.3.

No sign in this district shall be less than ten feet from the nearest street right-of-way or less than 15 feet from the side property line.

Notwithstanding the foregoing, signs which are located parallel to the right-of-way shall be permitted to be located at ground level ten feet from the right-of-way.

(Amend. of 12-13-05(2))

Editor's note: An amendment of December 13, 2005(2) enacted provisions intended for use as § 2114. Inasmuch as there are already provisions so designated, and at the discretion of the editor, said provisions have been redesignated as § 2115.

[2200-2800. Not used.]

2900. HOME OCCUPATIONS (Added 12-19-2011)**2901. Purpose.**

The Home Occupation regulations are established in order to preserve the neighborhoods and to prevent the intrusion of commercial ventures into Residential Districts.

2902. Standards for Home Occupations.

The purpose of the Home Occupation regulations is to protect the character of the surrounding residential neighborhood, while recognizing that traditional workplaces are no longer necessary in all situations due to changing technology, computerization, networking, and the changing job market. These regulations are intended to recognize this trend and allow Home Occupations that are located and conducted in such a manner that the existence of the Home Occupation is not detectable outside of the dwelling unit or accessory building. The Home Occupation use shall be clearly subordinate and incidental to the residential use of the property.

A. Classes of Home Occupation.

1. **Minor Home Occupations.** Home occupations that have little or no impact on the surrounding residential area, such as:
 - a. Personal home business and professional offices; a service-oriented business use.
 - b. Home craft businesses, including (but not limited to) artists, sculptors, and dressmakers.
 - c. Instructional services including music, art, dance, voice, and tutoring.
 - d. Day-care for 6 (six) or fewer individuals, whether for adults or children.
2. **Major Home Occupations.** Home occupations that have or might have a noticeable impact on the surrounding residential area and, therefore, are permitted only by Special Use Permit, such as:
 - a. Day-care for 7 (seven) or more individuals, whether adults or children.
 - b. Professional services, including (but not limited to) medical, dental, or physical therapy facilities, barbers, beauticians, and photographers.
 - c. Bed-and-breakfast residence.

B. General Regulations for all Home Occupations.

1. No more than 25% (twenty-five percent) of the gross area of such residence may be used for the home occupation (bed-and-breakfast and day-care uses are exempt from this provision) and no more than 400 (four hundred) square feet of the residence may be used for the home occupation. No more than 600 (six hundred) square feet of either an attached garage or detached accessory building, but not both, may be used for the home occupation. Due to its nature, day-care may be conducted throughout the residence.
2. No use shall require either internal or external alterations or involve construction features or use of electrical or mechanical equipment that would result in a lower fire rating of the structure.
3. Except for drop-off activities, the use may increase vehicular traffic flow and parking by no more than 2 (two) additional vehicles at a time.
4. In no way shall the appearance of the structure be altered or the occupation within the residence be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or by the emission of sounds, noise, vibration, dust, smell, smoke, glare, electrical interference, or any other hazard or nuisance to any greater extent than experienced in an average residential neighborhood.
5. No exterior storage, display, use, or activity of any kind related to the home occupation.
6. There shall be no commodities sold or services rendered that require receipt or delivery of merchandise, goods, or equipment other than by passenger motor vehicle, parcel delivery service, or U.S. mail service. No deliveries by tractor/trailer trucks are permitted.
7. Storage of combustible or flammable matter, accumulation of rubbish, wastepaper, cartons, or boxes, in excess of normal home activities is prohibited.
8. The repair, detailing, and/or painting of automobiles, trucks, recreational vehicles, trailers, motorcycles and/or boats are prohibited.

C. Specific Standards for Minor Home Occupations.

1. Clients or customers will not be present on the site on a regularly-scheduled basis and shall not exceed 10 (ten) per week, on average, except that instructional services are limited to a maximum of 5 (five) students at any one time in one day.
2. No signage identifying the minor home occupation is permitted in a residential district.
3. Retail sales on the premises shall be prohibited, except for products or goods produced or fabricated on the premises as part of the home occupation.

4. No minor home occupation shall have more than one (1) employee that is not a resident of the household, except that, upon notification to the Planning Director or designee, there may be a second employee who does not live in the home on the site for up to 30 (thirty) days a year.
- D. **Specific Standards for Major Home Occupations (See Section 3320).**

3000. SPECIFIC USE REGULATIONS

3001. Permitted and Special Uses.

Within each zoning district, no lot, building, or structure shall be erected that is intended or designed for any other use than the uses specified on the table of permitted and special uses in section 3400.

3002. Dimensional Requirements. All permitted and special uses shall meet the following dimensional requirements:

Zoning District	Minimum						Maximum Height (feet)
	Lot Area (Sq. Ft.)	Lot Width (feet)	Setback (feet)			Side Yard on Street r-o-w	
			Front Yard	Rear Yard	Side Yard		
RA (Rural Agricultural District)	50,000	150	50	30	10	20	50
R-35 (Single-family Residential District)	35,000	120	40	30	10	20	50
R-20 (Single-family Residential District)	20,000	100	30	30	10	20	50
R-15 (Single-family Residential District)							
No public water OR sewer	20,000	80	20	25	10	20	50
Public water OR sewer	15,000	80	20	25	10	20	50
R-15M (Single-family Residential District)							
No public water OR sewer	20,000	80	20	25	10	20	50
Public water OR sewer	15,000	80	20	25	10	20	50
R-10 (Residential District)							
No public water OR sewer	20,000	80	20	25	10	20	50
Public water OR sewer	15,000	70	20	25	10	20	50
Public water AND sewer	10,000	60	20	25	10	20	50
R-5W (Waterfront Residential District) ^{added 9-17-2012}	5,000	50	15	15	7	10	50
C-C (Church Campus District)	5 acres	0	20	25	10	20	60
OP (Office & Professional District)	30,000	100	40	25 ^a	10 ^a	15	60
B-3 (Planned Business District)	30,000	100	40	25 ^{ab}	10 ^{ab}	15	60
B-2 (Marine Business District)							
No public water OR sewer	20,000	80	40	15 ^{ab}	10 ^{ab}	15	60
Public water OR sewer	15,000	80	40	15 ^{ab}	10 ^{ab}	15	60
Public water AND sewer	10,000	80	40	15 ^{ab}	10 ^{ab}	15	60
B-1 (General Business District)							60
No public water OR sewer	20,000	80	40	20 ^{ab}	10 ^{ab}	15	60
Public water OR sewer	15,000	80	40	20 ^{ab}	10 ^{ab}	15	60
Public water AND sewer	10,000	80	40	20 ^{ab}	10 ^{ab}	15	60
B-1A (General Business District)	1 acre	80	40	20 ^{ab}	10 ^{ab}	15	50
R-B (Residential Business District)							
No public water OR sewer	20,000	80	40	20 ^{ab}	10 ^{ab}	15	35
Public water OR sewer	15,000	80	40	20 ^{ab}	10 ^{ab}	15	35
Public water AND sewer	10,000	80	40	20 ^{ab}	10 ^{ab}	15	35
MC (Planned Mobile Home & Camp Park District)	3 acres	0	40	15	10	20	50
RCP (Recreational Camper Park District)	3 acres	0	40	15	10	20	50
LIW (Light Industrial Wholesale District)	1 acre	100	40	25 ^{abc}	20 ^{abc}	30	60
P-I (Port Industrial District)	1 acre	100	30	25 ^{abc}	20 ^{abc}	30	60
I-W (Industrial & Wholesale District)	1 acre	100	50	30 ^{abc}	20 ^{abc}	30	60 ^d

^a = 0' when adjacent to railroad r-o-w.

^b = Plus 50% when the yard abuts a residential use or district.

^c = 0' when adjacent to navigable waterway.

^u = 110' for drystack boat storage.

3003. Off-street Parking.

All Permitted and Special Uses shall comply with the parking and loading standards in section 2000. In addition, combining the parking and access of several parcels shall be encouraged as an objective to minimize driveways, increase landscaping, and make parking for uses more convenient and attractive. Shared parking may allow a reduction in total parking requirements, for example, where uses have complementary parking demands or the combined uses qualify as a 'shopping center,' etc. No shared parking shall be installed or otherwise implemented without the express written approval of the Planning Director or designee. The factors that the Planning Director or designee might consider in approving or denying a request for shared parking include, but are not limited to, number of spaces, cross-access easements, access/egress points, driving aisles, islands, striping, signage, and landscaping.

3004. Institutional Uses.

Any institutional use must conform to the requirements set forth in section 1624.

3005. Group Developments.

Where a group development project is a Permitted or Special Use, it shall also be in compliance with the Group Housing Ordinance.

3006. Manufactured home parks, recreational vehicle parks, travel trailer parks, and campgrounds.

In addition to the requirements of the MC or RCP districts, manufactured home parks, recreational vehicle parks, travel trailer parks, and campgrounds shall be developed in accordance with the Carteret County Manufactured Home, Manufactured Home Parks, and Recreational Vehicle Parks Ordinance.

3007. Screening/Buffering.

Screening and buffering is required between a non-residential use or district and an adjoining residential use or district. All screening and buffering shall be provided in accordance with the provisions of section 1601.

Additional buffering is required for boat/RV storage yards and/or mini-warehouses. The perimeter of the use shall be buffered with a minimum vegetated buffer, which shall be provided in accordance with the provisions of Section 1601.

In the B-1A and R-B Districts, an additional ten percent of the developed area must be given to landscaping consisting of three levels (tiers) of vegetation that are of a similar nature as to what is required in Section 1601. The developed area means the areas used and/or to be used for structures, pavement, unpaved parking and traffic circulation, outdoor storage or display, and similar uses. This is in addition to the buffering requirements as per Section 1601.

3008. Signs.

All signs shall meet the requirements of section 2100. (Amended 2-20-2012)

3009. Other requirements for non-residential uses and districts.

3009.1. The exterior walls of all structures facing a street right-of-way must have a facade other than metal, except for boat/RV storage yards and mini-warehouses that are buffered per Section 3007. However, such exterior walls on structures in the industrial districts (LIW, P-I, and I-W) may include metal.

3009.2. Support equipment that might generate loud noise, such as air compressors and air conditioning equipment, that is located out-of-doors adjacent to a residential use or district shall be installed in a sound-reducing enclosure, buffer, or on the roof of the primary building. If installed on a roof or other elevated location, the equipment shall be screened from view of the adjacent residential use or district and shall be installed in a sound-reducing enclosure.

3009.3. Outdoor lighting shall be installed so that the light that is emitted is directed downward and away from any residential uses and/or districts that are located within 500 feet of all lot lines on the lighted property. Such lighting shall be amber in color. After hours or 11 p.m., whichever is earlier, such lighting shall be reduced in intensity by at least 25 percent.

3010-3019. [Reserved].

3020. Planned Conservation Development (PCD) Overlay District.

The Planned Conservation Development option, as defined by Article 4, Section 4-18 of the Carteret County Subdivision Regulations, is available in all residential and agricultural districts as a use by right. Applicant shall comply with all other provisions of the zoning ordinance and all other applicable laws, except those that are incompatible with the provisions contained in Article 4, Section 4-18 of the Subdivision Regulations.

3100. SPECIAL REQUIREMENTS FOR CERTAIN USES**3101. Efficiency unit.** (Amended 7-16-2012)

All efficiency units shall be subject to the following limitations:

- .1 The efficiency units shall not contain more than 25 percent of the gross heated and/or cooled floor area of the dwelling.
- .2 The lot must meet the minimum lot size requirements of the zoning district in which it is located.

3102. Car and boat washes. (Amended 7-16-2012)

All car and boat washes shall be subject to the following limitations:

- .1 All washing facilities must be within an enclosed building. Washing bays are permitted.
- .2 Vacuuming facilities may be outside the building but may not be located in any required yard area.

3103. Outdoor amusement. (Amended 7-16-2012)

All outdoor commercial amusements, such as miniature golf, rides, commercial beaches, slides, and similar commercial enterprises shall be subject to the following limitations:

- .1 All uses, buildings, and structures must be at least 200 feet from any residential district.

3104. Cemeteries. (Amended 7-16-2012)

All private or public cemeteries shall be subject to the following limitations:

- .1 Tombstones, crypts, monuments, and mausoleums must be located at least 25 feet from any side or rear lot line that adjoins lots in a residential district and at least 10 feet from any side or rear lot line that adjoins lots in non-residential districts. In any case, they must be at least 40 feet from any street right-of-way.
- .2 Buildings for the maintenance, management, rent, and/or sale of cemetery lots must be located at least 100 feet from any lot lines which adjoin lots in any residential district. Otherwise, any such buildings must conform to the requirements for principal uses in the district where they are located.

3105. Residential marinas. (Amended 7-16-2012)

All residential marinas shall be subject to the following limitations:

- .1 Boat slips, piers, and bulkheads are permitted; however, no commercial activities shall be permitted. Marinas may include any pump-out facilities required by water quality or other state or federal regulations.
- .2 A clubhouse or similar facility, which could normally be included in a residential development, may be included with the marina facilities.
- .3 Residential developments in which marinas are allowed as accessory uses must receive preliminary approval from the planning commission and, when appropriate, the county commissioners prior to issuance of any county permits for the construction of the marina.
- .4 Drystack shall not be permitted in residential development marinas.
- .5 Signs calling attention to the marina, other than those for vehicular directional purposes located within the development, are not permitted.
- .6 The number of slips may not exceed 110% of the number of units in the residential development. Each slip over and above the number of units in the residential development must be provided with two parking spaces in a specifically-designed area.

3106. Country clubs, golf courses, tennis clubs, and community recreation centers. (Amended 7-16-2012)

All country clubs, golf courses, tennis clubs, and community recreation centers shall be subject to the following limitations:

- .1 When located in residential districts, any enclosed buildings and parking areas must meet the minimum setback and yard requirements for the district in which it is located.
- .2 Swimming pools must be located at least 100 feet from lots in any residential district.

3107. Group developments. (Amended 7-16-2012)

All group developments shall be subject to the following limitations:

- .1 Procedure for approval shall be in accordance with the "Carteret County Group Housing Ordinance."

3108. Reserved.**3109. Junkyards.** (Amended 7-16-2012)

All junkyards shall be subject to the following limitations:

- .1 They must be enclosed by a non-climbable fence and be screened in accordance with the standards of section 1601.
- .2 The fence must be located at least 20 feet from any public street right-of-way and the screening must be at least 8 feet high and adequate to conceal all storage from public view.

3110. Kennels. (Amended 7-16-2012)

All kennels shall be subject to the following limitations:

- .1 The minimum lot size is one acre and the kennel building shall not be located any closer than 50 feet to any property line.
- .2 Kennels must be enclosed by a sound barrier and be screened in accordance with the standards of section 1601.
- .3 Caretaker quarters shall be permitted.

3111. Business residence. (Amended 7-16-2012)

All business residences shall be subject to the following limitations:

- .1 The residence may not exceed 50% of the gross floor area of the business operation.
- .2 The residence may be located above the business.
- .3 In no case shall the residence be located in the front yard of the business.
- .4 The business residence must be within the same structure.

3112. Motels, motor courts, and hotels. (Amended 7-16-2012)

All motels, motor courts, and hotels shall be subject to the following limitations:

- .1 Associated commercial uses may be located only in a motel, motor court, or hotel having a minimum of 50 units.
- .2 Public entry to commercial facilities must be from the interior of the building. No direct public entrance from the street or outside of the building is permitted.
- .3 No merchandise or merchandise display window may be visible from the outside of the building.
- .4 Outside storage or display of merchandise shall not be permitted.

3113. Overnight camping trailers. (Amended 7-16-2012)

All overnight camping trailers shall be subject to the following limitations:

Overnight camping trailers

- .1 They are permitted to be stored unoccupied on lots in any district.
- .2 They are permitted in overnight camping trailer parks, subject to the provisions of the Carteret County Manufactured Home, Manufactured Home Park, and RV Park Ordinance.

3114. Storage of 200,000 gallons or less of petroleum products. (Amended 7-16-2012)

All storage of 200,000 gallons or less of petroleum products shall be subject to the following limitations:

- .1 Is permitted below ground as an accessory use to an automobile service station and a marina.
- .2 All petroleum storage facilities of this type must comply with the North Carolina Building Code and NFPA 30.

3115. Automobile service stations. (Amended 7-16-2012)

All automobile service stations shall be subject to the following limitations:

- .1 Gasoline pumps and other appliances shall be located a minimum of 15 feet from any property line.
- .2 When an automobile service station adjoins a residential district, the underground storage tanks shall be located a minimum of 30 feet from the property line.
- .3 All underground storage tank facilities shall comply with the North Carolina Building Code and NFPA 30A.

3116. Reserved. (Private Stables deleted 8-15-2011)

3117. Commercial marinas and yacht and boating clubs. (Amended 3-19-2007 and 7-16-2012)

All commercial marinas and yacht and boating clubs shall be subject to the following limitations:

- .1 Activities and possible uses on the marina or club property shall be limited to wet boat storage, drystack boat storage, boat service and repairs, boat accessory sales, ship's store, coffee shop, boat trailer parking areas, automobile parking areas, launching ramp, piers, and boat petroleum service areas.
- .2 Dimensional requirements:

TABLE INSET:

Minimum land area	30,000 square feet
Minimum lot width	100 feet
Minimum lot depth	300 feet
Minimum side yard requirement for structures	30 feet
Minimum front setback for structures	50 feet
Maximum building height	45 feet
Maximum project area coverage including parking areas and built upon areas	65 percent

3118. Drystack boat storage. (Amended 4-17-2006, 3-19-2007, and 7-16-2012)

All drystack boat storage shall be subject to the following limitations:

- .1 The drystack building shall be no closer than 30 feet from any property line, unless such property line abuts the water.
- .2 A buffer shall be constructed between the building and any adjacent property line in accordance with section 1601.
- .3 Any drystack boat storage building must be located on a parcel abutting a surface water body.
- .4 Any drystack boat storage building shall have a minimum of 5 (five) acres in order to exceed 60 ft. in height.
- .5 A side setback ratio of 1:2 for drystack boat storage in excess of 60 feet.
- .6 The maximum height shall not exceed 110 feet.

3119. Duplexes and triplexes. (Amended 01-12-2011 and 7-16-2012)

All duplexes and triplexes shall be subject to the following limitations:

1. Duplex building lots shall be required to have the minimum lot area required in the district, plus an additional 10,000 square feet, which shall be contiguous. The minimum lot area for some districts may vary according to whether public water and/or public sewer is available. See section 3000.
2. Triplex building lots shall be required to have the minimum lot area required by the Group Housing Ordinance.
3. Each residential unit of a duplex building or triplex building may be deeded separately with the common structural or load-bearing wall of the duplex or triplex forming the basis for the common boundary line for each residential unit. Any common areas to be shared by each residential unit may be deeded to that unit owner by percentage ownership.

The exterior walls of the entire building shall be used to calculate compliance with the front, rear, and side yard setbacks. The entire original parcel shall be used to calculate compliance with the lot area requirements, not the individual lots that comprise the duplex or triplex.

A plat showing each residential unit with the common boundary delineated as such and the common areas designated shall be recorded prior to a conveyance of each residential unit.

4. Any plat to create lots for a duplex or triplex shall be submitted to the Planning Director for approval. The plat or declaration and/or restrictive covenants shall contain provisions that bind and commit all owners to the joint maintenance and repair of the common wall, and any and all other building components that are shared by adjoining structures or units to insure ensure their complete or partial replacement and/or reconstruction when damaged or destroyed by fire, flood, or other catastrophe.

3120. Floating structures. (Amended 7-16-2012)

All floating structures shall be subject to the following limitations:

- .1 Floating structures shall not be allowed or permitted within the public trust waters of Carteret County, except in commercial marinas.
- .2 Floating structures shall not be located within 15 feet of the waterward extension of any property lines.
- .3 No more than one dwelling unit shall be permitted per floating structure.
- .4 Each floating structure shall be inspected and approved by the building inspector prior to placement in a location with approved sanitary facilities. This approval shall include, but shall not be limited to, adequacy of the electrical system and the method of exiting.
- .5 Each floating structure shall be provided with permanent water and on-shore sewage treatment systems approved by the Carteret County Health Department or appropriate agency. All wastewater piping from the unit shall be constructed to the North Carolina Building Code. No overboard discharge openings through the hull or structure shall be permitted, except for one dewatering pipe, which may not be connected to wastewater piping.
- .6 A system for collection and removal of solid waste (garbage) shall be approved by the Carteret County Health Department.
- .7 A minimum of 2 (two) off-street parking spaces per floating structure shall be provided on-shore.
- .8 A zoning permit is required for all floating structures.
- .9 A site plan shall be submitted to the Carteret County Planning Department prior to issuance of a zoning permit.

3121. Homeowner's associations.

When a subdivision is developed with private roads, common area, and/or a private infrastructure and contains more than ten lots, a homeowner's association that meets the following requirements shall be established:

- .1 When a plat or map is to be recorded, the maps or plat shall contain a certificate indicating the book and page number of the homeowner's association covenants, conditions, and restrictions upon recordation of such covenants.
- .2 Responsibilities for maintenance of private streets, open space, recreation facilities, infrastructure, and other common areas shall be specified.
- .3 Responsibilities for exterior maintenance of attached dwelling units shall be specified, when necessary.

3122. Model unit marketing center.

A model unit marketing center shall include model homes, mobile homes, and group housing units located within a particular development project. The model unit marketing center shall be used only for the marketing and sales of said approved development project. It shall comply with the following requirements:

- .1 The model unit shall be constructed for the purposes of sale as a residential unit and shall be utilized temporarily as a model unit marketing center only during the period of time in which the project developer is actively engaged in the sale of property owned by the project developer within the project in which the model unit is located.
- .2 When the model unit is sold, the office may be relocated to another model unit but, at no time, shall more than one marketing center be allowed per development project.
- .3 All signs shall be in accordance with section 2100.
- .4 In addition to the requirements outlined in section 2100, the model unit marketing center may display a placard not exceeding 4 (four) square feet which is attached to the model unit. Said placard shall indicate only that the unit is the model unit/sales office.

3123. Indoor shooting ranges. (Amended 3-11-1991 and 7-16-2012)

All indoor shooting ranges shall be subject to the following limitations:

- .1 Said facility shall meet all applicable OSHA guidelines and requirements concerning the construction and operation of an indoor firing range.
- .2 Said facility shall maintain liability insurance with minimum coverage of \$250,000.00 (two hundred fifty thousand dollars) through a company licensed in North Carolina.
- .3 The walls and ceiling of the indoor firing range shall be constructed such that any rounds, ammunition, or projectiles utilized in the firing range cannot penetrate the walls and ceiling or floor of said firing range.
- .4 There shall be no noise outside the building resulting from the use of firearms.
- .5 a. A range supervisor shall be present during all hours of operation. Said supervisor shall have obtained a certificate of completion of the National Rifle Association's Firearms Safety Course or an equivalent course conducted by an appropriate governmental agency, educational institution, or nationally-recognized private firearms safety training certification organization.
 - b. Firearms classes offered on the premises shall be taught by an individual with the proper instructor certification for the type of course taught (i.e., for pistol, rifle, shotgun, etc.). Such certification shall be from the National Rifle Association or an appropriate governmental agency, educational institution, or nationally-recognized private organization for firearms instructor certification.

3124. Non-profit wildlife shelter. (Amended 3-1-1999 and 7-16-2012)

All non-profit wildlife shelters shall be subject to the following limitations:

- .1 Minimum lot size 3 (three) acres.
- .2 Buffer. A sound barrier consisting of a wall constructed of brick, concrete, concrete block, glass, full louvered or solid wooden fencing construction of suitable salt-treated lumber not less than 6 (six) feet high and placed as required by the Carteret County Planning Commission.
- .3 Parking. One (1) space per employee on shift of greatest employment, plus 10 (ten) visitor parking spaces.
- .4 Signage. One (1) on-premise sign shall be allowed not exceeding 6 (six) feet in height and not exceeding 20 (twenty) square feet in sign area. Sign shall be placed parallel to the right-of-way for safety.

3125. Emergency/disaster relief. (Amended 12-4-2000, 4-9-2001, and 7-16-2012)

In case of fire, flood, hurricane, tornado, and the like, and/or where the chairman of the county commissioners, the Governor of the State of North Carolina, and/or the President of the United States has declared an emergency or disaster, certain provisions of this section may be temporarily relieved for the duration of the emergency.

Specifically, manufactured homes or recreational vehicles may be placed on residential lots for temporary residential occupancy when a residence has been damaged by fire, flood, hurricane, tornado, or the like. This provision is not to be used for occupancy when a home is in disrepair. In the case of a non-residential use damaged by fire, flood, hurricane, tornado, or the like, a commercial modular with approved occupancy, as per North Carolina State Building Code may be used.

Any temporary structure must meet setbacks for that zoning district and all other applicable regulations (CAMA, FEMA, Environmental Health, etc.). In the event the temporary structure cannot meet the required setbacks, a variance must be first secured from the Zoning Board of Adjustment prior to the temporary structure being located on the property.

The temporary provision shall be allowed for a maximum of 180 (one hundred eighty) days after the damage occurs. The owner may submit a written request to the director of planning and development prior to the expiration of 180 (one hundred eighty) days for an extension to the time limit for circumstances when 180 (one hundred eighty) days is not sufficient. The director is authorized to grant an extension not to exceed 365 (three hundred sixty-five) days from the initial date of the damage.

3200. CONDITIONAL ZONING USE DISTRICTS

3201. Purpose.

3201.1. *Conditional zoning use district.* This ordinance contains regulations which establish zoning districts and assign land uses to one or more of these districts. The ordinance also provides standards for development which regulate lot size, yards, parking and open space. There are, however, certain circumstances which often arise when a general zoning district designation would not be appropriate for a certain property, but a specific use or uses permitted under the district would be consistent with the objectives of this ordinance. In order to accommodate this situation, this section establishes the conditional zoning use district process.

The conditional use zoning district process is established to address those situations involving a rezoning when a particular use or uses may be acceptable but the general classification which would allow that use would not be acceptable. It allows the board of county commissioners to approve a rezoning proposal for a specific use with reasonable conditions to assure the compatibility of the use with surrounding properties. ~~Any use permitted under this process must also conform to the development regulations for the corresponding general zoning district.~~ This is a voluntary procedure which is intended for firm development proposals. It is not intended or suited for securing early zoning for tentative proposals which may not be undertaken for some time.

3202. Application and review process.

The following process applies to the conditional use zoning district:

3202.1. *Application.* Rezoning petitions to establish a conditional use zoning district must be submitted to the Carteret County Planning Department and will be processed in accordance with the procedure for zoning amendments described in Chapter 1300, as well as the provisions of this section. A conditional use zoning district classification will be considered only if the application is made by the owner of the property or his/her authorized agent. All applications must include a schematic plan drawn to scale and any supporting text for the ordinance amendment. The applicant should include at least the items listed below: (Amended 10-19-09)

- .01 A boundary survey showing the total acreage, present zoning classification(s), date, and North arrow;
- .02 The owners' names, addresses, and the tax parcel numbers of all abutting properties as shown on the tax records of Carteret County;
- .03 All existing easements, reservations, and rights-of-way and all yards required for the zoning district requested;
- .04 Proposed use of land and structures. For residential uses, this should include the number of units and an outline of the area where the structures will be located. For non-residential uses, this should include the approximate square footage of all structures and an outline of the area where the structures will be located; and
- .05 Traffic, parking, and circulation plans, showing the proposed locations and arrangement of parking spaces and access points to adjacent streets.

3202.2. *Additional requirements.* It may be necessary to request additional information in order to evaluate a proposed use and its relationship to the surrounding area. Therefore, the planning commission and/or board of county commissioners may request additional information as they deem necessary. This information may include, but is not limited to, the items listed below:

- .01 Proposed screening, including walls, fences, or planting areas as well as treatment of any existing natural features;
- .02 Delineation of areas within the regulatory flood zone, as shown on the official FEMA flood zone maps for Carteret County;
- .03 Existing and proposed topography at 2-foot contour intervals or less;
- .04 Generalized information on the number, height, size, and the location of structures;
- .05 Proposed number and location of signs;
- .06 Proposed phasing, if any, and approximate completion time of the project.

The application for [the establishment of] a conditional use zoning district must contain information and/or site plans which indicate all of the principal and accessory uses which are proposed to be developed on the site. Subsequent to the approval of a conditional use zoning district, only those principal and accessory uses indicated on the approved plan may be constructed on the site. Any substantial modifications to an approved plan, including any changes in the permitted principal or accessory uses, must comply with the provisions of section 3202.5.

3202.3. *Review and approval.* In considering an application for the establishment of a conditional use zoning district, the board of county commissioners may attach reasonable and appropriate conditions to the location, nature, and extent of the proposed use. Any conditions should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking, screening and buffer areas, the timing of development and other matters that the board may find appropriate or the petitioner may propose. The conditions may not include architectural review or controls. The petitioner

will have a reasonable opportunity to consider and respond to any such additional requirements prior to final action by the board of county commissioners. If any conditions are included as part of the rezoning, the petitioner shall agree in writing to all applicable conditions within 30 (thirty) days of the decision. The conditional **use** zoning district approval will not become effective until such written agreement is recorded in the Carteret County Register of Deeds. If the petitioner does not agree to the conditions in writing within 30 (thirty) days following the date of the decision, the conditional **use-permit** zoning district will be deemed null and void.

In evaluating an application for the establishment of a conditional **use** zoning district, it is appropriate for the board of county commissioners to consider the following:

- .01 The policies and objectives of the Carteret County Land Use Plan, particularly in relation to the use, proposed site, and surrounding area;
- .02 The potential adverse impacts to the surrounding area, of, but not limited, to traffic, storm water drainage, land values, and compatibility of land use activities.

In the review and approval of a conditional **use** zoning district, emphasis will be given to evaluation of the characteristics of the specific use proposed in relationship to surrounding properties. ~~The board of county commissioners may also consider the permitted and special uses allowed under the existing zoning classification in determining the appropriateness of the conditional use rezoning proposal.~~

3202.4. Effect of approval. If an application is approved, the conditional **use** zoning district that is established and all conditions which may have been attached to the approval are binding on the property. All subsequent development and use of the property must be in accordance with the approved plan and conditions.

The intent of this type of zoning is to provide an alternative procedure for specific development proposals. It is intended that all property be rezoned only in accordance with firm plans to develop. ~~Therefore, 3 (three) years from the date of approval, the planning commission will examine development progress made in accordance with approved plans to determine if active efforts are proceeding. If it is determined by the planning commission that active efforts to comply with the approved plan are not proceeding, a report will be forwarded to the board of county commissioners which may recommend that action be initiated to remove the conditional district in accordance with the amendment procedures outlined in section 1300.~~

3202.5. Alterations to an approved conditional **use zoning district.** Changes to approved plans and conditions of development will be treated the same as changes to the zoning map and will be processed as an amendment as provided for in section 1300. However, minor changes in the detail of the approved plan which will not alter the basic relationship of the proposed development to adjacent property, which will not alter the uses permitted or increase the density of development, and which will not decrease the off-street parking ratio or reduce the yards provided at the boundary of the site may be approved by the planning director without going through the amendment process. The planning director, at his (her) discretion, may elect not to allow any proposal as a minor change and will, in that event, forward the detailed application for changes to the planning commission and/or board of county commissioners for their consideration. (Amended 7-19-10)

~~**3202.6 Issuance of a conditional use permit.** If a petition for a conditional use district is approved, the board of county commissioners will issue a conditional use permit authorizing the use with any reasonable conditions that the board of county commissioners determines are necessary in promoting public health, safety and general welfare and any other conditions deemed necessary. The conditional use permit shall become effective after being duly recorded in the Carteret County Register of Deeds.~~

3203. Permitted/special uses and development requirements.

~~Potential uses which may be considered for a conditional use district are restricted to those permitted and special uses allowed in the zone assigned to that particular piece of property. If application is made for a conditional use, those uses listed as special uses will be exempted from the normal requirement for a special use permit and replaced with a conditional use permit. Uses permitted in conditional use districts are subject to all applicable development standards and requirements for that use listed in the corresponding general zoning district.~~

3204. Zoning map designation.

Following board of county commissioners' approval of a conditional **use** district, the property so zoned will be identified on the zoning maps by the appropriate parallel ~~conditional~~ **use** zoning district designation. This designation is the general zoning district designation plus the letters "CU," "CZ".

3205. Conditional-Use Zoning Districts, Conditional-Use Permits in Effect as of January 1, 2021

Any conditional-use district approvals that were valid and in effect as of January 1, 2021, are converted automatically to conditional zoning districts. Any conditional use permits issued concurrently with the establishment of those conditional-use districts are converted automatically to special-use permits.

3206. Flexible planned unit development.

Certain large parcels may require additional flexibility in design than is allowed under the conditional zoning ~~use~~ PUD overlay district standards.

This flexibility may be necessary to maximize environmental protection, encourage open space dedication and to group complementary land uses. Parcels containing acceptable acreage may request the flexible PUD. A mix of commercial, single-family, and group housing shall be allowed within the flexible PUD tract but the following criteria must be met: (Amended 10-19-09)

- .1 The overall density of single-family and multifamily units shall not exceed 2.9 units per acre for the project's net acreage. The net acreage shall mean the entire tract, minus 10 percent for necessary infrastructure. Commercial land uses shall not be included within the tract net acreage;
- .2 The total number of units (single-family or multi-family) shall not exceed 8 in number for any single designated acre within the project;
- .3 No residential units shall exceed 50' in height. All other structures shall not exceed 60' in height from its finished grade;
- .4 Planned amenities, including marinas and drystack boat storage facilities (including repair and maintenance facilities), shall be utilized primarily by the residents within the PUD and only incidentally by transients. None of these facilities shall be permitted adjacent to any surface waters under current nomination or designated as outstanding resource waters by the State of North Carolina. Any data which supports the use of these amenities or recreational facilities solely by flexible PUD residents shall be made available to the zoning enforcement officer upon request;
- .5 A centralized water and sewer system shall be provided to serve all the residents or the buildings in the total acreage designated as a flexible PUD;
- .6 A master plan and schedule for future development shall be provided at the time of preliminary approval. Each section or phase of the master plan shall be recorded in Carteret County Register of Deeds after final approval by Carteret County Planning Commission and Carteret County Board of Commissioners; and
- .7 The table of permitted and special uses appropriate to other districts shall not apply to the flexible PUD district.

3206.1. *Application for a flexible planned unit development.* Application for a project as a flexible PUD shall be submitted and reviewed in accordance with the Carteret County Subdivision Regulations. The planning commission shall subsequently make advisory recommendations to the board of county commissioners, which, following a public hearing held pursuant to proper notice, shall make the final decision as to whether the application and plat will be approved or disapproved. (Amended 10-19-09)

The following shall be shown on the plat:

- .1 Proposed primary traffic circulation pattern.
 - a) All 404 wetland areas on the tract.
 - b) Proposed means of compliance with division of environmental management stormwater regulations.
- .2 Proposed parks, tennis courts, swimming pools, beaches, golf course, boating docks, playgrounds, community buildings, common open space, etc.;
- .3 Proposed means of dedication of common open space areas and facilities, and the organizational arrangements for the ownership, maintenance, and preservation of common open space, wetlands and stormwater management facilities;
- .4 Delineation of the sections, units or phases to be constructed in progression or sequence in a master plan concept which will be the basis for approval subject to accepted and approved changes by the Carteret County Planning Commission and the Carteret County Board of Commissioners;
- .5 When required by the planning department, planning commission, or the board of county commissioners, an environmental impact statement will be submitted. The specific issues necessitating the environmental impact statement shall be described in writing to the applicant.

(Amd. of 11-3-04)

3207. Conditional ~~use~~ planned unit development overlay.

3207.1. The planned unit development district is established to foster the blending of various land uses including, but not limited to, residential, light commercial, office and recreational structures, which would not otherwise be possible under general district requirements. The purpose of this district is to promote economical and efficient patterns of land use which are sensitive to natural features and site amenities and allow for the accumulation of large areas of open space with the flexibility in design not afforded in other residential zoning districts. The planned unit development district is intended to provide flexibility within the constraints of the county's land use plan in situations where the owners of the property present a development plan which is found to be in the public interest and which provides necessary urban services and improvements required by this ordinance and the county's policies for growth and development.

The planned unit development may focus on resort amenities, such as golf, tennis, swimming, boating, with occasional club buildings and supporting commercial establishments for the PUD residents and their guests. All structures must be similar in design and structure to allow for a blending among land uses. The dedication of common open space shall be utilized as a tool to create a resort atmosphere as well as enhance the visual character of the development.

The PUD district shall be allowed as an overlay to the existing residential districts. Development densities shall follow the prescribed minimum lot size for the underlying district, unless 1) density credits are applied to individual lots in sections of the PUD according to the requirements of the density bonus chart, or 2) the planned unit development qualifies for varying development densities under the flexible PUD provision.

The PUD district requires approval of a master plan, as well as preliminary and final plats for each section or phase. The approval process is outlined in section 3207.9 of this ordinance.

3207.2. District regulations.

- a) Minimum district size. The PUD tract must consist of a contiguous land area of acceptable size as deemed appropriate by the planning commission. It must be under single ownership or presented as a petition signed by all owners.
- b) Maximum building height. The maximum building height for residential, commercial, and office units is 50 (fifty) feet. Group housing developments have a maximum height restriction of 50 (fifty) feet.
- c) Building setback and separation. Buildings located on the periphery of the PUD tract must be set back a minimum of 30 (thirty) feet from the PUD tract boundary line. Structures taller than 35 feet shall be required to be set back 30 feet plus an additional 1 (one) foot for each additional 2 (two) feet in height. All structures shall be set back at least 10 (ten) feet from all pedestrian and bicycle paths, 25 (twenty-five) feet from all public and private streets, and 40 (forty) feet along all US and NC numbered highways and major thoroughfares as defined. In no case shall any part of a detached, single-family dwelling be closer than 20 (twenty) feet to any part of any other detached, single-family dwelling and in no case shall any part of a multiple-dwelling unit be located closer than 30 (thirty) feet to any part of another dwelling unit or nonresidential buildings.
- d) If the planning director deems the PUD use to be inconsistent with adjoining land uses, a buffer according to section 1601 shall be installed in accordance with the ordinance requirement.
- e) Land use mixture. As per the table of permitted and special uses, limited commercial, office, recreational and resort-associated structures are permitted in a PUD development, however, they shall be of similar construction concepts, designed to blend with one another in physical appearance and in accordance with the conventional requirements for business zoning districts. Commercial land uses shall not constitute more than 5 (five) percent of the gross acreage of the PUD tract.
- f) Public services. Public services, such as water and sewer, shall be provided within the PUD. The size and capacity of the systems shall exceed the projected requirements by 30 (thirty) percent.
- g) Definition of net acreage. The net acreage of a PUD tract shall be defined as the acreage for the entire tract, minus 10 (ten) percent for necessary infrastructure. Commercial land uses shall not be included within the tract net acreage.

3207.3. Open space requirements. Open space shall be defined as an area or facility designated on the PUD master plan as "common area" which will be held in ownership for the use and benefit of residents of the dwelling units. Common open spaces may contain structures and improvements desirable for religious, educational, noncommercial, recreational, or cultural uses. To qualify as common open space, land shall have a minimum width of 20 feet that is unoccupied by street rights-of-way, drives, parking areas or structures other than recreational structures. In waterfront developments, required open space may be utilized in conjunction with public water access facilities prescribed by the Carteret County Subdivision Regulations. Certain open space areas, such as golf courses or tennis courts, may be provided as open space and held in private ownership. If approved as open space for the PUD, a use dedication shall be required for the open space area at the time of recordation of the final plat.

- a) Location of open space. Open space may be natural or landscaped for the use of active or passive recreation and should be located so as to be conveniently accessible to all residents of the development.
- b) Conveyance and maintenance of open space. All common open space designated on the master plan and recorded in the office of the register of deeds, must be conveyed by the following method:
 1. By leasing or conveying title (including beneficial ownership) to a corporation, association or other legal entity as indicated in section 3207.7 (Homeowner's association). The terms of such lease or other instrument of conveyance must include provisions suitable to the planning commission for guarantees of:
 - .01 The continued use of such land for its intended purposes through provisions in deeds to each parcel to be served by the common area or facility;
 - .02 Responsibility for and continuance of proper maintenance for the portions of the open space requiring maintenance;

- .03 Assurance that the open space shall be made available in its improved state as set forth on the site development plan in accordance with an approved time schedule;
- .04 Financial arrangements shall be made to ensure the improvement and/or maintenance of said common space facilities;
- .05 A legally binding use dedication shall be recorded at the time of final approval for open space areas dedicated to specific uses, such as golf courses, tennis courts, playgrounds, etc.
- c) Amount of open space required. PUD developments shall reserve no less than 25 (twenty-five) percent of the gross tract acreage as open space. Said open space shall be proportionally distributed throughout the total residential area as nearly as possible.
- d) Substitution of amenities for open space. When deemed appropriate by the planning commission, an amenity may be approved as a substitute for the required open space in any phase of the project. If an amenity is approved as all or part of the required open space, performance guarantees may be requested if said amenity is not completely constructed upon presentation for final approval.

3207.4. *Maximum density standards.* High density development shall be encouraged where adequate public services are available and where environmental impacts will be minimal. The allowable densities within the PUD shall be consistent with this section of this ordinance, in addition to the policies and land classification system in the Carteret County Land Use Plan. Commercial land uses shall not be included in the total tract acreage when computing land use density. The following restrictions shall apply:

- a) The residential density factor of the PUD shall be 5 (five) dwelling units per net acre if the project is located within the urban transition area. Densities within the limited transition areas shall be no greater than 2.9 units per net acre.
- b) Residential units shall not be allowed at a density greater than 2.5 units per net acre in areas classified community.
- c) Residential units shall not be allowed at a density greater than 2.1 units per net acre in areas classified as rural and rural with services. Residential units shall not be allowed at a density greater than 1 unit per gross acre in areas classified as conservation. In cases where a PUD includes rural and conservation areas, then densities may exceed 2.1 units per net acre in the rural area, provided the number of units per gross acre in the conservation area is reduced by an equal amount.
- d) If the PUD is located within the transition area, the residential density factor of the PUD may be increased by using the density bonus chart as shown below. An increase in density from 5 to 12 dwelling units per acre requires a total score of 65 points or more. An increase in density from 12 to 20 units per acre requires a total score of 165 points or more.
- e) Density bonus chart. Points shall be assigned to each PUD development that meets the following criteria:

TABLE INSET:

Points	Criteria
10	Project is located immediately adjacent to a thoroughfare.
15	If the PUD is located in a manner that satisfies at least two of the following criteria:
	* Within 1 road mile of a neighborhood convenience store offering basic grocery and consumer items;
	* Within 2 miles of a community shopping center. A community shopping center is defined as a site within a common parking area, a grocery store and at least two of the following types of retail establishments: drug store, hardware store, dry cleaners, variety retail, department store, discount store, or restaurant;
	* Within 3 miles of a regional shopping center consisting of over 100,000 square feet of retail space for sales and storage.
25	PUD is located at least 1/2 mile inland of coastal wetlands, estuarine waters, estuarine shorelines, ORW's, and public trust waters.
20	All structures are located beyond the 100-year floodplain as designated on the county's official flood insurance rate maps.
15	Bus or shuttle transportation is located within 1/4 mile of the project.
30	Project provides a solid waste transfer or compaction station.
10	Project is located within three miles of a public park and recreation facility.

30	At least 5 percent of the total number of dwelling units in the PUD are designated and reserved on the master plan for either handicapped persons or households with incomes less than the gross median income for Carteret County.
50	PUD provides public access and public waterfront facilities are provided, such as docks, piers, and boat ramps. In order to qualify for points, public accesses must be provided at a rate of two per quarter-mile of shoreline.
20	Alternative energy systems supply at least 20 percent of the total nonrenewable energy consumption for space and hot water heating.
20	Project provides recreational facilities other than tot lots and mini-parks. These recreational facilities may include, but are not limited to, tennis courts, golf courses, ball fields, basketball courts, and community recreation buildings. Points will be awarded at a rate of one point for each \$5,000.00 of investment (not including land or design costs), up to a maximum of 20 points. Adequacy of design and improvements and cost estimates will be evaluated by the county parks and recreation director.

3207.5. *Improvements needed.* The following minimum improvements and public services shall be provided in accordance with all standards set by the County or appropriate state or local agency:

- a) Adequate water supply and wastewater disposal facilities;
- b) Fire hydrant and water supply systems that meet the standards specified in Volume 2, Standard 24 of the National Fire Protection Association Fire Code as amended, when required;
- c) Street lights, at the rate of one fixture per 500 linear feet or less of public or private roadway;
- d) Audible fire alarm systems connected directly to the county's communication center for all structures other than single-family and duplex residential when possible. When applicable, fire alarm systems may be required to be connected directly to the appropriate fire station;
- e) Roads shall be constructed to the minimum paving standards specified in subdivision roads minimum construction standards, July 1, 1985 (as amended);
- f) Off-street parking shall be provided in accordance with section 2000 of this ordinance;
- g) A 10-foot utility easement shall be retained at the front of all single-family and multi-family lots.

3207.6. *Other requirements.* The developer shall provide written documentation from the appropriate agencies to ensure that an adequate level of services shall be provided to anticipate the impact of build-out of the PUD. The documentation shall indicate that the applicant has held a formal conference with the proper authorities. The existing level of services delivered shall be addressed, as well as the expected demand brought on by the proposed development. Additional equipment, personnel or other resources required to accommodate the impacts of the development shall be addressed. The following agencies shall be consulted when deemed appropriate:

- Carteret County Sheriff's Department.
- Carteret County Fire Marshal.
- Carteret County Schools Superintendent.
- Carteret County Environmental Health Supervisor.
- North Carolina Department of Transportation.
- NC Department of Environment, Health and Natural Resources (DEHNR).
- Division of Environmental Management (if appropriate).
- DEHNR Division of Health Services.
- Other agencies as deemed appropriate.

Multi-family dwelling and group housing projects shall meet the requirements of the Carteret County Group Housing Ordinance. If any ordinance regulations conflict, the restrictions described in this ordinance shall apply.

Signs shall be limited to the requirements of section 2100 of this ordinance.

Off-street parking shall be provided for automobiles in accordance with section 2000. The gross area for required parking spaces, aisles, and turning areas may be redistributed to group parking on commonly-owned land and shall provide special accommodations for recreational vehicles, including boats, located away from the residential areas in common open areas.

All abutting property owners shall be notified of the proposed rezoning.

The procedures for establishing a flexible PUD are described in section 3207 of this ordinance.

3207.7. *Homeowners' associations.* Homeowners' associations shall be required for all PUD's. The following requirements shall be applied whenever a homeowners' association is established for residential developments:

- a) When a plat or map is to be recorded, the map or plat shall contain a certificate indicating the book and page number of the homeowners' association covenants, conditions, and restrictions. When the covenants for a development are recorded, the deed book and page number of the plat shall be so indicated.

- b) Responsibilities for maintenance of private streets, open space, recreation facilities, and other common areas shall be specified.
- c) Responsibilities for exterior maintenance of attached dwelling units shall be specified.

3207.8. *Required master land use plan.* A master land use plan and documents required within this section shall be submitted with the rezoning petition. The master land use plan shall consist of an overall development plan showing existing and proposed development for the planned unit development as a whole.

Contents of the master land use plan shall include:

- a) Scale of not less than 1 (one) inch to 200 (two hundred) feet;
- b) North arrow (tied down);
- c) Vicinity map;
- d) Owner's name and address;
- e) Name of development;
- f) Developer (if different from owner);
- g) Names of design team;
- h) Date of plan;
- i) Boundary line of proposed PUD district;
- j) Topographic information at 2-foot contour intervals;
- k) All watercourses, flood zones, mean high-water lines, AEC areas, ORW's, and 404 wetlands;
- l) Location of wooded areas;
- m) Recreation areas and facilities;
- n) Street layout and traffic circulation pattern;
- o) Pedestrian and bicycle circulation systems;
- p) CAMA land use plan land classification;
- q) Residential areas with projected density and planned housing types;
- r) Total tract acreage;
- s) Commercial, industrial and office and institutional areas with proposed land use, estimated square footage, and acreages;
- t) All adjoining land uses and zoning districts;
- u) School sites and recreational areas to be dedicated for public use, if applicable;
- v) Total acres occupied by street rights-of-way and parking areas.

The master land use plan shall be accompanied by the following:

- 1) Names and addresses and parcel number of each property owner within the proposed planned unit development;
- 2) Community property owners association proposed covenants;
- 3) Proposed means of compliance with division of environmental management stormwater regulations' low density alternative, if applicable;
- 4) A utility plan showing existing and proposed utility systems, including sanitary sewers, water, electric, gas, telephone and television lines, fire hydrants, street lighting, and trash collection areas;
- 5) A development phasing schedule including the sequence and approximate dates of each phase; and proposed phasing of construction of public improvements, recreation, and common open space areas;
- 6) Proposed means of dedication of open space areas and facilities and the organizational arrangements for the ownership, maintenance, and preservation of common open space, wetland areas, and stormwater management facilities;
- 7) A statement of planning objectives including:
 - a) An estimate of the total residential population at build-out;
 - b) Identification of appropriate county land use plan policies achieved by the proposed planned unit development;
- 8) An environmental impact statement can be required by the planning department, planning commission, or county commissioners. The specific issues necessitating the EIS shall be described in writing to the applicant.
- 9) An outline of the types of land uses anticipated within the PUD development.

3207.9. *Procedural requirements for the establishment of a conditional ~~use~~ planned unit development overlay.* A planned unit development shall be processed in four stages: sketch review, master land use plan review, preliminary plat review, and final plat review. The sketch plan shall represent the applicant's general impression of anticipated pattern of development planned for the planned unit development. The master plan shall specify the uses of land and layout of landscaping, circulation, and buildings. The preliminary plat shall be submitted to ~~insure~~ ensure that the proposed development complies with all applicable federal, state, and local regulations and the final plat shall be the document on which building permits and other applicable county approvals are issued. Each stage shall be processed in the following order:

- a) Sketch review:

- 1) This includes a pre-application conference with the planning director to discuss requirements, standards, and policies prior to the submission of a formal planned unit development rezoning petition.
 - 2) A general outline of the proposed planned unit development (evidenced schematically by sketch plans or drawings showing the proposed location of the PUD, land use, major streets, site conditions, land characteristics, available community facilities and utilities, and other applicable information) shall be submitted by the applicant to the technical review committee for comments.
 - 3) After the technical review meeting, the applicant shall notify the appropriate representatives of the various state and county agencies (county sheriff, board of education, etc.) to obtain preliminary comments on the proposed planned unit development. These comments shall be utilized by the applicant in preparing a formal rezoning petition.
- b) Master land use plan review: (Amended 10-19-09)
- 1) Application for a planned unit development shall be filed with the county planning department at least 4 (four) weeks prior to the scheduled meeting date of the planning commission. All appropriate application materials, including a proposed master plan, shall be submitted to the planning department. An application fee shall also be submitted.
 - 2) The planning department shall review the master land use plan and shall process the application as a rezoning petition. The master plan will be scheduled before the planning commission after receipt of all application materials.
 - 3) The planning commission, following receipt of the planning department staff's recommendation, will review the rezoning petition and master land use plan with respect to its technical sufficiency and consistency with the county land use plan for policies on growth and development. The planning commission shall make advisory recommendations to the board of county commissioners.
 - 4) The board of county commissioners, following receipt of the planning commission's recommendation and following a public hearing held pursuant to proper notice, shall make the final decision as to whether the application and plat will be approved or disapproved. Approval of the master land use plan shall not constitute final plan approval; rather, it shall be deemed an expression of approval of the rezoning request and the overall design and densities as submitted on the master land use plan. The master land use plan shall be recorded in the Carteret County Register of Deeds after approval by the county commissioners. It shall remain valid unless a substantial change occurs within the master plan.
 - 5) The planning department must have a current and updated master plan on file for all PUD developments. Minor changes in the revisions to the master land use plan may be approved administratively by the county planning director, without additional public hearings, provided such changes do not result in:
 - i) A change in the density of the PUD;
 - ii) A change in the design of vehicular traffic routes;
 - iii) A change in the open space dedication.Any changes, other than minor changes, shall only be made by the county commissioners and must follow the same review and public hearing process required for other zoning ordinance amendments.
- c) Preliminary plat:
- 1) Application for preliminary plat approval shall be made in accordance with the procedures described in the Carteret County Subdivision Regulations, as amended.
 - 2) The preliminary plat shall consist of a phase or section of the master land use plan as approved by the board of county commissioners.
 - 3) The planning commission shall review the plat to ensure its compliance with preliminary plat requirements as set forth in the subdivision regulations. Upon preliminary plat approval, the applicant is authorized to commence development of the PUD.
 - 4) The planning department must have a current master plan on file for all PUD developments. If any phase of the PUD deviates from the master plan on record, the changes must be approved by the planning commission prior to preliminary plat approval unless considered a minor change as defined in section 3207.9, b, 5.
 - 5) Final plat approval must be granted within a 12 (twelve) month period after preliminary approval, otherwise preliminary approval shall be null and void.
- d) Final plat:
- 1) Application for final plat approval shall be made in accordance with the Carteret County Subdivision Regulations, as amended.
 - 2) The final plat shall be in accordance with the master land use plan, as approved by the Carteret County Board of Commissioners. No building permits shall be issued for development within the PUD (except for

planned amenities) until the final plat has been approved, signed by the planning director, and recorded in the Carteret County Register of Deeds.

- 3) Failure to record the final plat within 6 (six) months after approval by the planning commission shall make the approval null and void. The application for final approval must be resubmitted if the final plat is not recorded within the 6 (six) month time period.
- 4) The planning department must have a current master plan on file for all PUD developments. If any phase of the PUD deviates from the master plan on record, the changes must be approved by the planning commission prior to preliminary plat approval unless considered a minor change, as defined in section 3207.9, b, 5.

(Amd. of 11-3-04)

3208. Notice requirements. (Added 10-17-2011)

For any request that is to go before the Zoning Board of Adjustment, Planning Commission, or Board of County Commissioners that pertains to a particular property or properties, Staff shall complete the following requirements

3208.1 A notice of the request will be placed in a local Carteret County newspaper once a week for two successive calendar weeks. The notice will appear for the first time no more than 25 days and no less than 10 days prior to the meeting or hearing date.

3208.2 In addition, notice shall be given by first class mail to the owners of surrounding properties, as well as any others whose property (or any portion thereof) lies within 200 feet or 2 properties, whichever distance is greater, of any portion of the subject property or properties. Such notification must be mailed at least 10 (ten) days in advance of the meeting/hearing date.

3208.3 A sign shall be posted on the subject property or properties at least 10 (ten) days prior to the meeting or hearing date.

3300. SPECIAL USE PERMITS**3301. Purpose.**

This ordinance provides for certain uses to be located by right in certain districts where the uses are compatible with the purpose of the district and with other uses to be located in certain districts only by complying with additional development standards to insure ensure that same compatibility. However, certain uses which are basically in keeping with the intent and purposes of the district may have substantial impacts on the surrounding area and should only be allowed after a review of the specific proposal. In order to insure ensure that these uses would be compatible with surrounding development and be in keeping with the purposes of the district in which they are proposed to be placed, they are not allowed to be established as a matter of right. They may be established only after a review and approval of a special use permit as required by this section.

3302. Structure. (Amended 12-19-11)

Uses that require special use permits vary greatly in their size, characteristics, impact on surrounding properties, impact on public facilities, and relationship to the overall health, safety, and welfare of the community. Because of this variation, this section establishes two classes of special use permits ("major" and "minor") that group the uses together based on their relative size, characteristics, and community impact.

- A. *Major special use permit* uses are those uses that, by virtue of the size, impact, or relationship to the overall health, safety, and general welfare of the community, will be reviewed and approved by the Board of County Commissioners after a public hearing and recommendation from the Carteret County Planning Commission. Unless otherwise stated, all special use permit applications will be deemed to be minor special use permit applications.
- B. *Minor special use permit* uses are those uses that, by virtue of their more limited size, impact, or relationship to the overall health, safety, and general welfare of the community, will be reviewed and approved by the Planning Commission.

3303. Application. (Amended 12-19-11)

A request for a major or minor special use permit will be considered only if requested by the owner of the property in question or an authorized agent of the property owner. Applications for all special use permits or amendments to any approved special use permit must be filed in the office of the planning department on the forms provided by the planning staff. All applications must be accompanied by the proper fee to defray administrative and advertising expenses.

All applications for a special use permit must be accompanied by a site plan (drawn to scale) that includes at least the following information:

- A. A boundary survey showing the total acreage, zoning classification(s), date, and North arrow (with the North arrow oriented up, i.e. to the top of the map);
- B. All existing easements, reservations and rights-of-way and all setbacks required for the zoning district requested;
- C. Proposed location of all structures, their approximate square area and general exterior dimensions;
- D. Proposed use of all land and structures;
- E. Traffic, parking, and circulation plan, showing proposed location and arrangement of parking spaces and ingress and egress to adjacent streets;
- F. Proposed screening, including walls, fences or planting areas, as well as treatment of any existing natural features;

3304. Additional application requirements. (Amended 12-19-11)

When processing a special use permit application, it may be desirable to request additional information in order to evaluate a proposed use and its relationship to the surrounding area. Therefore, the Planning Commission and/or the Board of County Commissioners may require additional information. This may include, but is not limited to, the following information:

- A. Delineation of areas within the regulatory flood zones, as shown on the County FEMA maps;
- B. Topography at 4-foot contour intervals or less (existing and proposed);
- C. Proposed location of buildings, their general exterior dimensions, and number of floors;
- D. Proposed signs and their locations;
- E. Proposed phasing, if any, and approximate completion time of the project.

3305. Public notice. (Amended 12-19-11)

No major or minor special use permit may be issued until after a public hearing has been held on the request.

The total amount of time allowed for the supporters or the opponents of a petition to present arguments at the hearing shall be determined at the time of public hearing. At the hearing, the presiding officer of the hearing will decide whether to grant all or part of the request for additional time.

In cases involving a controversial matter and a large number of persons wish to speak at the public hearing in favor of or against a request, the planning commission reserves the right to require those persons to sign up in advance of the public hearing in order to facilitate and organize the speakers. Persons who do not register to speak in advance shall be

allowed that right at the public hearing. If such a requirement for pre-registration is necessary, the advertised public hearing notice shall clearly indicate this requirement.

3306. Hearing procedure. (Amended 12-19-11)

The applicant has the burden of producing competent material and substantial evidence, tending to establish the existence of the facts and conditions which the appropriate section of this ordinance requires for the issuance of the special use permit.

In considering an application for a special use permit, the Board of County Commissioners or Planning Commission will consider, evaluate, and may attach reasonable and appropriate conditions to the location, nature and extent of the proposed use and its relation to surrounding property. Any such conditions may relate to parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, and other matters the Board of County Commissioners or Planning Commission may find appropriate or that the applicant may propose.

3307. Effect of approval. (Amended 12-19-11)

An approved application for a special use permit and all conditions that may be attached to the approval are binding on the property. All subsequent development and use of the property must be in conformance with the special use permit and all plans, specifications, and conditions, unless terminated by procedures established below. It is unlawful to develop or use real property in violation of any approved special use permit, all additional conditions, or the resolution authorizing a special use of the property. The special use permit shall become effective after being duly recorded in the Carteret County Register of Deeds.

3308. Reapplication for a special use permit. (Amended 12-19-11)

If an application for a special use permit is denied by the Board of County Commissioners or the Planning Commission, a reapplication for that special use on that property may not be instituted, unless, however, upon request of the property owner, the Board of County Commissioners or Planning Commission determine that there have been sufficient changes in conditions or circumstances bearing on the property to warrant a reapplication.

In the case of a major special use permit, such a request must be submitted to the planning director with evidence to support the allegation that sufficient changes have occurred. The planning director will submit the request to the Planning Commission who, in turn, will review the request and transmit its findings and recommendations to the board of commissioners.

In the case of a minor special use permit, the applicant must submit the request to the planning director with evidence to support the allegation that sufficient changes have occurred. The planning director will review the request and transmit his findings and recommendations to the Planning Commission for a final determination.

3309. Modification of an approved special use permit. (Amended 12-19-11)

A. Modifications to an approved special use permit. The owner of property that is subject to an approved special use permit may petition for a modification of the special use permit by following the same procedure as if applying for a new special use permit. Applications for a modification must include a new site plan that identifies the proposed changes. Evidence presented at the hearing on the proposed modification will be limited to the effect of the proposal on the original special use permit, any plans or conditions that were a part of the original special use permit, and the standards and requirements of the ordinance under which the original special use permit was approved.

B. Alterations to an approved preliminary or final plan. Changes to approved plans and conditions of development require Planning Commission approval. However, minor changes (as determined by the Planning Director) in the detail of the approved plan may be approved by the Planning Director without going through the plan amendment process, if the minor changes:

1. Will not alter the basic relationship of the proposed development to adjacent property,
2. Will not alter the uses permitted or increase the density of development, and
3. Will not decrease the off-street parking ratio or reduce the yards provided at the site boundary.

If the Planning Director, at his (her) discretion, determines that a proposal is not a minor change, the application for changes shall be forwarded to the Planning Commission for its consideration.

3310. Revocation or termination. (Amended 12-19-11)

A. The special use permit shall be subject to revocation when a court has determined that a particular special use permit has been violated. After receipt of the final judgment and after the party responsible for the violation has had reasonable opportunity to correct the violation but has not, the Board of County Commissioners or Planning Commission, whichever granted the original special use permit, will revoke the special use permit.

Subsequent to the revocation of a special use permit, the special use must cease and the future use of the property must be in conformance with the standards of this ordinance for the district where the property is located. Any use or

development of the property commenced pursuant to the special use permit must conform, or be brought into conformance with, the standards of the district where the property is located.

B. Termination of a special use permit may be requested by the property owner or an authorized agent of the property owner. All applications for termination of a special use permit will be considered using the same process as a minor special use permit.

3311. Conformance of existing special uses. (Amended 12-19-11)

Uses listed in the various district regulations as special uses which were already in existence prior to being classified as special uses will be considered as conforming uses. However, any expansion of such a use must receive special use permit approval under these provisions as if the expanded use for the entire site were being newly established.

3312. [Reserved] (Deleted 12-19-11)

3313. Variances. (Amended 12-19-11)

No agency has the authority to grant a variance on any condition imposed by a special use permit. If a variance is needed, an applicant for a special use permit must obtain such a variance prior to consideration of the special use permit request. An approved variance may be considered by the Planning Commission or the Board of County Commissioners in the decision on a special use permit.

3314. Appeals.

Any appeal from the action of the board of county commissioners pertaining to the decision on a major special use permit request must be taken to the superior court in the same manner as an appeal of the decision on a minor special use permit of the zoning board of adjustment in accordance with section 1408.

3315. Notice requirements. (Amended 12-19-11)

For any request that is to go before the Zoning Board of Adjustment, Planning Commission, or Board of County Commissioners that pertains to a particular property or properties, Staff shall complete the following requirements

- A. A notice of the request will be placed in a local Carteret County newspaper once a week for two successive calendar weeks. The notice will appear for the first time no more than 25 days and no less than 10 days prior to the meeting or hearing date.
- B. In addition, notice shall be given by first class mail to the owners of surrounding properties, as well as any others whose property (or any portion thereof) lies within 200 feet or 2 properties, whichever distance is greater, of any portion of the subject property or properties. Such notification must be mailed at least 10 (ten) days in advance of the meeting/hearing date.
- C. A sign shall be posted on the subject property or properties at least 10 (ten) days prior to the meeting or hearing date.

3316. [Reserved] (Deleted 12-19-11)

3317. [Reserved] (Deleted 12-19-11)

3318. Requirements for marinas as a special use. (Amended 12-19-11)

A. *Commercial Marinas.* If a commercial marina is approved as a special use, the conditions, restrictions, area requirements, and design standards in section 3117 shall be adhered to, in addition to any other applicable sections of the ordinance.

B. *Marinas as accessory uses in residential developments.* Marinas, as an accessory use to a residential development and approved as part of the development area, are permitted in all residential districts subject to the following limitations.

1. Boat slips, piers, and bulkheads are permitted; however, no commercial activities shall be permitted. Marinas may include any pump-out facilities required by state or federal regulations.
 2. A clubhouse or similar facility that could normally be included in a residential development may be included with the marina facilities.
 3. Drystack shall not be permitted in residential development marinas.
 4. Signs calling attention to the marina other than those for vehicular directional purposes located within the development are not permitted.
 5. The number of slips may not exceed 110% (one hundred ten per cent) of the number of units in the residential development. Each slip over and above the number of units in the residential development must be provided with two parking spaces in a specifically-designated area.
- C. *Approval procedure for marinas.*
1. A preliminary plan containing the following information shall be submitted to the technical review committee or review and recommendation, along with any other documentation requested by the County:
 - a. Name of marina;

- b. Name of owner/developer;
 - c. Name of land planner, architect, engineer, surveyor;
 - d. Date of plan;
 - e. Vicinity map;
 - f. Location and size of any marinas within 1,000 (one thousand) feet of the proposed project;
 - g. Dimensions and bearings of exterior property lines and total acreage;
 - h. Land contours or topographic survey;
 - i. Access roads and roads within the project;
 - j. Water drainage plans;
 - k. Location and dimensions of proposed and existing buildings;
 - l. Method of surfacing roads and parking areas;
 - m. Electrical system for project area;
 - n. Water source and distribution system;
 - o. Sewage disposal system;
 - p. Environmentally sensitive areas on site;
 - q. Adjoining property owners;
 - r. Adjoining property uses;
 - s. Graphic scale with North arrow;
 - t. Maximum project area coverage;
 - u. Parking area and number of parking spaces;
 - v. Flood zone data;
 - w. Any other documentation required by Carteret County.
2. The technical review committee's recommendations and the preliminary site plan shall then be submitted to the Planning Commission for its review and recommendation.
 3. Upon receiving the Planning Commission's approval, the developer may apply for the Coastal Area Management Act permit.

3319. Requirements for drystack as a special use. (Amended 12-19-11)

A. If a drystack is approved as a special use, the conditions, restrictions, area requirements, and design standards in section 3118 shall be adhered to in addition to any other applicable sections of the ordinance. In no case shall a special use permit be issued for a drystack on a parcel zoned IW that is not adjacent to surface waters.

B. Approval procedure for drystacks.

1. A preliminary plan containing the following information shall be submitted to the technical review committee for review and recommendation.
 - a. Name of drystack;
 - b. Name of owner/developer;
 - c. Name of land planner, architect, engineer, and surveyor;
 - d. Date of plan;
 - e. Vicinity map;
 - f. Location and size of any marinas and/or drystacks within 1,000 (one thousand) feet of the proposed project;
 - g. Dimensions and bearings of exterior property lines and total acreage;
 - h. Land contours or topographic survey;
 - i. Access roads and roads within the project;
 - j. Water drainage plans;
 - k. Location and dimensions of proposed and existing buildings;
 - l. Method of surfacing roads and parking areas;
 - m. Electrical system for project area;
 - n. Water source and distribution system;
 - o. Sewage disposal system;
 - p. Environmentally sensitive areas on site;
 - q. Adjoining property owners;
 - r. Adjoining property uses;
 - s. Graphic scale with North arrow;
 - t. Maximum project area coverage;

- u. Parking area and number of parking spaces;
 - v. Flood zone data;
 - w. Any other documentation requested by Carteret County.
2. The technical review committee's recommendations and the preliminary site plan shall then be submitted to the Planning Commission for its review and recommendation.
 3. Upon receiving the Planning Commission's approval, the developer may apply for the Coastal Area Management Act permit.

3320. Requirements for home occupations as a special use. (Amended 12-19-11)

Home occupations can have widely varying impacts on a neighborhood. Those home occupations with little or no visual, audible, or other impacts are classified as Minor and do not require a special use permit.

- A. Signage as permitted pursuant to Chapter 2100.
- B. Parking as required by Chapter 2100 but, at a minimum, 2 (two) off-street parking spaces shall be provided, unless the Planning Commission determines that additional spaces are needed. Required parking shall not be provided in the front yard, except for the driveway (which may be used to fulfill this requirement).
- C. On-site customer/client contact is limited to one appointment at any time not to exceed 8 (eight) visits per day, except day care facilities, which may have more than 8 (eight), if approved by the Planning Commission.
- D. One truck or van over one ton may be stored on-site, if related to the home occupation and if stored in an enclosed structure.
- E. Major home occupations are permitted 2 (two) employees who are not residents of the household and may have additional employees who are not residents of the household, if approved by the Planning Commission.
- F. For bed and breakfast residences, the following shall apply:
 1. No more than 40% (forty percent) of the floor area of the residence may be used for guestrooms.
 2. No more than 4 (four) guestrooms, each with no more than 2 (two) beds shall be permitted.
 3. Payment shall not be received for any meals provided, except as a part of the guestroom fee.
 4. The bed and breakfast residence shall provide 1 (one) off-street parking space for each guestroom. Required parking shall not be provided in the front yard, except for the driveway (which may be used to fulfill this requirement).
 5. The owner of the bed-and-breakfast residence shall reside on the premises.
- G. If the major home occupation is day-care for children, 100 (one hundred) square feet of fenced outdoor play space is required per child. The play area must be at the side or rear of the house and a drop-off area for 2 (two) cars must be provided.
- H. See also Section 2902. general requirements for all home occupations

3321. Special uses in the port industrial district (P-I). (Amended 12-19-11)

The port industrial district (P-I) is established as a district to provide and protect areas for port-related industrial purposes and uses which are dependent to some degree on nearby water or need access to nearby harbors or bodies of water. Due to the uniqueness of this district, all special uses shall be required to obtain a major special use permit.

A. Prior to granting a major special use permit in the P-I district, the Board of County Commissioners must make the following findings:

1. That the special use will not materially endanger the public health, public safety, adjacent water and air resources or environment if located where proposed and developed according to the plan, as submitted and approved;
2. That the special use meets all the requirements, conditions, and specifications of this ordinance;
3. That the use will not substantially injure the value of adjoining or abutting property.
4. That the location and character of the use, if developed according to the plan, as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the plan of development;
5. That adequate water, sewer, and safety equipment and facilities are present or are proposed and will be constructed to adequately provide for and protect the adjoining areas;
6. That adequate public or private transportation means and facilities are present at or near the site or are proposed and will be carried out by or on behalf of the applicant to serve the site and the activities and uses on the site so as not to endanger the safety or unduly disrupt the normal activities of nearby property owners or the citizens of nearby communities through which the transportation system must pass;
7. That the proposed use would not have a substantial adverse environmental impact on water and air resources; or
8. That the use is a public necessity.

B. The following time limits shall be attached to the major special use permit in addition to any conditions the Board of County Commissioners deem necessary. All work shall be completed within a specified time not more than 5 (five) years from said approval date. Unless all work pursuant to the permit is completed within the specified time period, the permit shall become void and of no effect; provided, however, that the permit may be renewed for periods of 1(one) year, as deemed reasonable and appropriate by the Carteret County Board of Commissioners but there shall be no more than 3 (three) such extensions.

C. *Application requirements.* The applicant for a major special use permit within the P-I district shall provide the following documentation at the time of application:

1. The final site plan shall accompany every application and shall show or contain the following information:
 - a. A location map with the scale not less than 1 (one) inch equals 1,000 (one thousand) feet showing the location of the proposed site in relation to the surrounding area within a 1 (one) mile radius;
 - b. Names and addresses of the owners of the property, the developer, if applicable, and the operator or leasee of the site, if applicable, and the registered surveyor, engineer or architect who designed the site plan and facilities;
 - c. Date, scale, and approximate North arrow (with the North arrow oriented up, i.e. to the top of the map);
 - d. The boundary line of the tract with accurate linear and angular dimensions drawn to-scale and the area of the site in square feet or acres;
 - e. Location of all structures, buildings, and improvements to be carried out on the site;
 - f. Proposed and existing contours with a vertical interval of 2 (two) feet or less and the elevation of existing streets, roads, drives, walks, railroad tracks, curves, catch basins, etc.;
 - g. Name, location, and dimensions of all existing or proposed roads to serve the site, and the location and dimensions of all alleys, driveways, entrances, exits, and walkways;
 - h. The name, location, and dimensions of all railroad rights-of-way and other public transportation facilities to serve the site;
 - i. General landscape plan showing the location, name, and size of all plant materials to be used on the project, and plans of landscape features, such as screens, fences, etc.;
 - j. Plans of proposed utility layouts (sewer lines, septic tanks, septic tank drainfields, and water lines) showing connections to existing or proposed utility systems;
 - k. A detailed plan for all gas and electrical installations and equipment prepared to meet the National Fire and Electrical Codes and all other codes or ordinances governing the type and manner of such equipment and installations;
 - l. The location and dimensions of all docks, wharves, or other storage areas within the site;
2. A complete and comprehensive narrative detailing the plans of the applicant and all proposed uses and purposes of the site and facilities located thereon;
3. The name and location of other sites and facilities similar in purpose and nature to the site and facility being proposed by the applicant or others either within the State of North Carolina or in the United States;
4. When deemed necessary by either the Carteret County Planning Commission or the Carteret County Board of County Commissioners, certification by a registered engineer or similar professional experienced in his field may be required to ~~insure~~ ensure the prevention of explosive hazards and pollution of adjoining waters or lands as a result of chemical, petroleum, or other products to be placed on the site;
5. Complete and detailed plans and documentation from either a county or state agency having regulatory authority over the applicant concerning the availability of an adequate supply of water on the premises, and providing information regarding the excess capacity of water distribution facilities on or near the property, the plans for increasing capacity, or a report prepared by a registered professional engineer providing data on the excess capacity of an underground aquifer;
6. A statement describing the type of private or public sewage disposal facilities that the applicant proposes to use on the property, and a letter from the appropriate county or state agency indicating that the type of system proposed has been approved by the reviewing agency;
7. Documentation from the North Carolina Department of Transportation stating that a conference has been held with the applicant and providing information regarding the capacity of roads serving the property, including access roads and nearby thoroughfares, the plans for increasing capacity on existing roads, plans for new roads in the area, and stating that the road system of the applicant as proposed will adequately provide the transportation needs of the applicant and the county;
8. Detailed plans regarding the applicant's needs for fire protection and any and all equipment or improvements the applicant proposes to construct on the site for fire protection and fire prevention;

9. Documentation from either the county fire marshal's office or the North Carolina Department of Insurance, as appropriate, outlining the fire protection and fire prevention needs of the applicant and its activities and listing any additional equipment or improvements that will be required to be furnished either by the applicant or by public fire departments serving the area;
10. A written and detailed statement from the applicant indicating how he proposes to overcome deficiencies in existing public facilities serving the site, if such exist, and how the proposed development of the additional public facilities needed will be phased in;
11. A written and detailed statement from the applicant outlining the transportation needs of the applicant for the delivery of inventory, cargo, supplies, or equipment to the site, and the shipment of cargo, inventory, products, or materials from the site to its intended destination. The statement shall also include the frequency of deliveries or shipments to and from the site and the routes, methods, and means of such shipments to and from the sites of all inventories, products, and materials going to and from the site;
12. If deemed necessary by either the Carteret County Planning Commission or the Carteret County Board of County Commissioners, certification from a registered professional engineer or other professional consultant to the effect that the transportation facilities serving or to serve the site are adequate and safe and will not unduly interrupt or interfere with the normal daily activities of nearby property owners and businesses and the citizens and residents of nearby communities through which the transportation system proposed to serve the site passes;
13. If the transportation facilities proposed to serve the site are inadequate, a detailed and concrete proposal from the applicant as to how and when the transportation facilities will be upgraded and improved so that the same are adequate for the site, nearby property owners, and nearby communities through which the transportation facilities pass;
14. A detailed list of all local, state, and federal permits needed by the applicant in order to construct and operate the facility, and a status report on the permit process being undertaken by the applicant for each needed permit;
15. With regard to all local, state, and federal permits needed by the applicant, documentation from each agency indicating that all required permits have been applied for;
16. If deemed necessary by either the Carteret County Planning Commission or the Carteret County Board of County Commissioners, a detailed analysis of all possible adverse environmental impacts on nearby water and air resources which could result from the activities proposed for the site, and all proposals of the applicant to minimize possible adverse environmental impacts;
17. A detailed statement of the economic impact the proposed use would have in Carteret County and the adjoining areas;
18. Any other documentation, studies, or data deemed necessary by either the Carteret County Planning Commission or the Carteret County Board of County Commissioners in order to adequately consider and act upon the special use permit application.

3322. Requirements for adult establishments as a special use. (Amended 12-19-11)

The purpose of this section is to provide reasonable regulations to prevent the adverse effect of the concentration or clustering of certain uses of real property, specifically adult establishments. Regulation of the locations of these uses is essential to ensure that such adverse effects will not contribute to the blight or downgrading of neighborhoods or deter or interfere with the development and operation of other businesses which are necessary and desirable in the county.

Adult establishments shall only be allowed in B-1 districts (general business district) subject to the issuance of a special use permit. The special use permit shall be issued only if all criteria established below are met.

- A. The minimum lot size for adult establishments shall be one acre. Structures shall have minimum front, side, and rear yard setbacks of at least 50 (fifty) feet. Buffering that meets the requirements of this ordinance shall be provided on all of the lot. The buffering shall be placed within the 50-foot (fifty-foot) setback. Signage and parking shall conform to the requirements of this ordinance.
- B. No building, structure, or any portion thereof, or any portion of a lot or parcel of property in any zoning district shall be used for an adult establishment at a location closer than 1 (one) mile to any other adult establishment, any nursery school, elementary school, junior high school, high school, public playground, or church; or closer than 600 (six hundred) feet to any residentially-zoned property, planned unit development, or property with an existing residential use.
- C. For the purposes of this section, distances shall be measured in a straight line between the nearest portion of the proposed adult entertainment lot and the nearest property line of any other adult entertainment lot, or other use stated in 3322.B.

- D. Any adult establishment that intends to in any way alter or change the nature of its operation on or after the effective date of this section shall comply with section 3300 prior to such alteration or change.
- E. No building, premises, structure, or other facility that contains any adult establishment shall be permitted to contain any other kind of adult establishment. No building, premises, structure, or other facility in which sexually-oriented devices are sold, distributed, exhibited, or contained shall be allowed to contain any adult establishment.
- F. No viewing booth in an adult mini-motion picture theatre shall be occupied by more than one person at any time.
- G. The provisions of this section shall not apply to a regularly-established and licensed hospital, sanitarium, nursing home, or medical clinic, nor to the office or clinic operated by a duly-qualified and licensed medical practitioner, osteopath, or chiropractor or certified physical therapist in connection with his practice of medicine, chiropractic, or osteopathy or physical therapy, provided, however, that such office or clinic is regularly used by such medical practitioner, chiropractor or osteopath as his principal location for his practice of medicine, chiropractic, osteopathy, or physical therapy.

(Ord. of 12-6-93)

3400. TABLE OF PERMITTED AND SPECIAL USES

(See separate Section)

TEXT TO BE ADDED

~~TEXT TO BE DELETED~~

**RESOLUTION
BY THE
CARTERET COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the Board of Commissioners adopted the Carteret County Zoning Ordinance ("The Revised Zoning Ordinance") on the 15th day of June, 1990;

WHEREAS, the Board of County Commissioners on its own motion or by petition may amend, supplement, change or repeal the Carteret County Zoning Ordinance; and

WHEREAS, Carteret County Planning & Development Department requested text amendments to the Carteret County Zoning Ordinance to comply with Chapter 160D of the North Carolina General Statutes;

NOW, THEREFORE, be it hereby resolved that the Carteret County Board of Commissioners based upon the affirmative recommendation of the Carteret County Planning Commission adopt these text amendments to Carteret County Zoning Ordinance.

ADOPTED, this the 21st day of June, 2021.

ATTEST:

Ed Wheatly, Chairman
Carteret County Board of Commissioners

Rachel Hammer
Clerk to the Board

PLANNING AND DEVELOPMENT

Eugene Foxworth
Director



Beaufort Office
Phone: 252-728-8545
Fax: 252-728-6643

PUBLIC NOTICE

Pursuant to Chapter 160D-601 of the North Carolina General Statutes, the Carteret County Board of Commissioners will hold a public hearing on June 21, 2021 at 6:00 p.m. in the Board of Commissioners' Meeting Room (Courthouse Square, Administration Building, Beaufort, NC) to discuss proposed text amendments to the Carteret County Zoning Ordinance to comply with Chapter 160D of the North Carolina General Statutes.

A copy of the proposed request is available for public inspection in the Carteret County Planning and Development Department, 402 Broad Street, Beaufort, NC.

Eugene Foxworth
Planning Director

Advertise: Carteret County News-Times
Sunday, June 6, 2021
Sunday, June 13, 2021

4. **Text Amendments:** Proposed text amendments to the Carteret County Zoning Ordinance to bring it into compliance with North Carolina General Statutes Chapter 160D.

Mr. Hartman presented the background on the request.

This request is proposed text amendments to the Carteret County Zoning Ordinance. Specifically, these text amendments bring the Carteret County Zoning Ordinance into compliance with the new Chapter 160D of the North Carolina General Statutes. Chapter 160D consolidates current city and county enabling statutes into a single unified chapter and places these statutes into a more logical and coherent organization. The North Carolina General Assembly enacted legislation Session Law 2020-25 (Senate Bill 720), making Chapter 160D effective on June 19, 2020. Counties and municipalities have until July 1, 2021 to incorporate the necessary amendments into their ordinances to make them fully compliant with the new Chapter 160D.

Staff has made the necessary changes to the Carteret County Zoning Ordinance and staff is happy to answer any questions that you may have.

Chairman Graham asked if there were any questions for staff.

Commissioner Kennedy asked if the conditional zoning being changed to a district was a big deal.

Mr. Hartman replied, what is happening is conditional use district zoning is going away with these changes; with conditional use district zoning there is a legislative portion and then quasi-judicial which is the conditional use permit. With conditional zoning, it is now purely legislative meaning you can attach site specific conditions that must be agreed to by the property owner. Actual conditional districts are going away and all conditional use permits will become special use permits.

Commissioner Kennedy, when I done this before, that is the way I always thought of it; when somebody got a conditional use and they got it rezoned with a conditional use on it, I always thought it was very site specific and the owner has to agree on it in order for it to be that way.

Mr. Hartman, correct; now the only difference is there will no longer be a conditional use permit attached with the rezoning, instead it would be purely legislative, called conditional zoning. You can still attach site specific conditions.

Commissioner Kennedy, so it is still the same in a way.

Mr. Hartman, it is a similar outcome with a different way of getting there, purely legislatively instead of handling it legislatively and then quasi-judicially.

Commissioner Kennedy, I noticed on the side yard setback (I know it was a big deal in Atlantic Beach) there was a 3-foot encroachment for air conditioners and things like that. Is that something new that you are adding or does that make it conform with somebody else?

Mr. Hartman, this was a decision that was made a couple years ago that has not been incorporated into the ordinance; staff ran into some issues in subdivisions such as Bogue Watch and Cannonsgate, that have very small side yard setbacks. What this does is it formally introduces it into the ordinance to allow HVAC and other mechanical equipment to encroach. Currently, eaves, gutters, cornices and handicap ramps are allowed to encroach into the side yard setbacks.

Commissioner Kennedy, so you are kind of codifying what has been happening.

Mr. Hartman, that is 100 % correct. Now it will be written in the ordinance instead of being enforced at the staff level.

Commissioner Myers, is that just in unzoned areas, the HVAC?

Mr. Hartman, no this only applies to zoned areas.

Commissioner Kennedy, one more thing on the conditional use district, I noticed that the county Board of Commissioners is struck out; now does that mean it would come to us and we approve it; Or does it go straight to the county commissioners the way we send it?

Mr. Hartman, it does not, the rezoning would still be handled in a similar fashion as it is now, it would go before the Planning Commission first. The Planning Commission would make a recommendation to the Board of Commissioners and the Board of Commissioners ultimately decide on the conditional rezoning. The Planning Commission could make recommendations as far as what site-specific additions to attach and then the Board of Commissioners could agree or add to the recommendation. Again, these conditions have to be agreed upon by the property owner; the Board of Commissioners nor the Planning Commission can impose any type of site-specific conditions.

Commissioner Kennedy, right, we can't force it.

Mr. Hartman, that is correct.

Commissioner Kennedy, thank you.

Chairman Graham asked if there were any more questions, if not was there a motion.

Commissioner Hunt made a motion to approve. Commissioner Myers seconded the motion. The motion passed with a unanimous (6-0) vote of approval.

CARTERET COUNTY
Board of Commissioners

Meeting Date:
21-Jun-21

Presenter:
Commissioner Comer



Agenda
X.

ITEM TO BE CONSIDERED

Title: Request from Cape Carteret for Funding in Support of the Cape Carteret Trail Along Highway 24

Brief Summary:

The Town of Cape Carteret is requesting funding in support of their efforts in completing a critical segment of the Cape Carteret Trail.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion: Motion to approve/deny County funding in support of the Cape Carteret Trail.

BACKGROUND

Originating Department

Administration _____

Attachments:

- 1 Letter from Cape Carteret _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

Mayor William Baker
Commissioner Steve Martin
Commissioner Mike King
Commissioner Jim Nalitz



Mayor Pro Tem Don Miller
Commissioner Jeff Waters
Town Manager Zachary Steffey
Attorney Brett DeSelms

102 Dolphin Street
Cape Carteret, NC 28584

June 9, 2021

Request for partnership in completing the Cape Carteret Trail along Highway 24

Dear Chairman Wheatly and Board of Commissioners:

The Town of Cape Carteret has worked for the past several years on the construction of the Cape Carteret Trail which is a multi-use trail that provides recreational, educational, physical fitness, and transportation mobility benefits to the community. The Cape Carteret Trail will connect residential areas of the Town with the commercial dining and shopping district. The Cape Carteret Trail will also provide a critical connection between neighborhoods and White Oak Elementary School along with the Western Carteret Library. A public parking lot on Taylor Notion Road was recently constructed by the Town to provide additional recreational access to the Cape Carteret Trail to both residents and visitors of Carteret County. When the Cape Carteret Trail is completed, the Town plans to hold a variety of community-oriented events to include 5k's, walk/bike to school events, and other recreational activities that will provide considerable benefits to the entire community.



While the Town has made substantial progress through completing several sections of the trail, there are still gaps in the trail that exist at critical points along Highway 24. The Town is



currently working to close these gaps through the construction of connecting trail sections at the future site of Starbucks and the Lowes Foods Gas Station. When these sections are completed, all gaps in the trail along Highway 24 will be completed except for the section from White Oak Elementary school to Handy Mart. The Cape Carteret Trail currently stops at the eastern property line in front of White Oak Elementary and the western property line of the Carteret Craven Electric property leaving a gap of

Mayor William Baker
Commissioner Steve Martin
Commissioner Mike King
Commissioner Jim Nalitz



Mayor Pro Tem Don Miller
Commissioner Jeff Waters
Town Manager Zachary Steffey
Attorney Brett DeSelms

102 Dolphin Street
Cape Carteret, NC 28584

approximately 1,511 feet. In order to complete this section, 493 feet of wooden boardwalk and 1,018 feet of asphalt multi-use trail will need to be constructed. There is currently a mulch trail along Highway 24 which is a part of a popular one-mile fitness loop that maximizes the use of existing trail sections. The proposed 1,018 of asphalt trail would replace the mulch trail section along Highway 24 thus improving safety and accessibility for pedestrians and bicyclists.

The Town of Cape Carteret is seeking Carteret County's partnership in completing this critical segment of the Cape Carteret Trail along Highway 24. The anticipated project cost to complete this section would be \$218,365. The Town has \$63,670 in MOTV Special Tax funds available to contribute to this segment of the Cape Carteret Trail and is therefore requesting a \$154,695 investment from Carteret County to bring the construction of this important project segment to



fruition. An investment in this important segment of the Cape Carteret Trail would provide a variety of valuable benefits to Carteret County residents which include but are not limited to:

- Creates a safe bike and pedestrian route for White Oak Elementary School students
- Connects White Oak Elementary School to the Western Carteret Library
- Connects residential areas of Cape Carteret with the commercial shopping and dining district
- Connects Old Cape Carteret to the Western Carteret Library
- Provides valuable fitness and recreational opportunities
- Connects the Cape Carteret Trail to the public trail parking area on Taylor Notion Road
- Provides wildlife viewing and educational opportunities at Schoolhouse Creek

An investment in the Highway 24 Connector segment of the Cape Carteret Trail would represent a strategic partnership between Cape Carteret and Carteret County to increase mobility, safety, fitness, and the overall quality of life for Carteret County residents. We greatly appreciate your consideration of our request, and we hope to have the opportunity to partner with Carteret County on this important connecting segment of the Cape Carteret Trail Project.

Respectfully,


Zachary Steffey, Town Manager

CARTERET COUNTY
Board of Commissioners

Meeting Date:

21-Jun-21



Agenda Item
XI.

Presenter:

County Attorney Wheatly

ITEM TO BE CONSIDERED

Title: Approval of Property Transaction & Transfer Under N.C.G.S. 160A-274

Brief Summary:

County Attorney Rob Wheatly will provide information regarding the potential property transaction which involves the approval for Carteret Health Care to purchase the Armory property, and approval for the Curb Market, 1211 Evans Street, Morehead City, to be exchanged from the County to the Town of Morehead City as a condition of the sale.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion: Motion to approve the purchase of the Armory property, identified as acreage at Bridges and 35th Street, PIN #637615521805000, and approval for the Chairman to execute the Agreement for Purchase & Sale of Improved Real Property

Motion: Motion to approve the conveyance of the Morehead City Curb Market located at 1211 Evans Street, Morehead City, PIN# 638619510078000 to the Town of Morehead City in consideration of the purchase of the Armory property

BACKGROUND

Originating Department

County Manager's Office

Attachments:

1 Copy of Statute

2 Memo from Tommy Burns

3 Agreement to Purchase and Sale

4 Tax Property Record for Each Property

5 _____

Staff Contact:

Rachel Hammer

REVIEWED BY

County Manager

X

County Attorney

Clerk to the Board

X

ACM/Finance Director

§ 160A-274. Sale, lease, exchange and joint use of governmental property.

(a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.

(b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

(c) Action under this section shall be taken by the governing body of the governmental unit. Action hereunder by any State agency, except the Department of Transportation, shall be taken only after approval by the Department of Administration. Action with regard to State property under the control of the Department of Transportation shall be taken by the Department of Transportation or its duly authorized delegate. Provided, any county board of education or board of education for any city administrative unit may, upon such terms and conditions as it deems wise, lease to another governmental unit for one dollar (\$1.00) per year any real property owned or held by the board which has been determined by the board to be unnecessary or undesirable for public school purposes. (1969, c. 806; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1975, c. 455; c. 664, s. 9; c. 879, s. 46; 1977, c. 464, s. 34; 2001-328, s. 6.)

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

MEMORANDUM

TO: Board of Commissioners

FROM: Tommy Burns, County Manager

SUBJECT: Carteret Health Care Property Purchase

DATE: June 21, 2021

Carteret Health Care is desiring to purchase the Armory property across the street from the present hospital site. The intended use of the property is for a helipad to serve the emergency needs of the hospital. The Town of Morehead City is the owner of the property and has agreed to sell the property to the hospital for \$1.2M in exchange for the Curb Market Property owned by the County on Evans Street. Due to the nature of the master lease agreement between the County and the Hospital, all property purchases/exchanges are to be approved and titled in the County's name, even though no County funds are involved. NCGS 160A-274 allows counties to exchange, sell or lease property to other units of government and certain non-profits (hospitals) with the approval of the County Board of Commissioners. Carteret Health Care will pay all related County costs associated with these transactions.

REQUESTED ACTION: Approve the purchase of the Armory property adjacent to the hospital for use as a helipad and other ancillary uses by Carteret Healthcare; approve the Curb Market property be exchanged from the County to the Town of Morehead City as a condition of the sale.



REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Carteret County

a(n) (individual or State of formation and type of entity) ("Buyer"), and Town of Morehead City a (n) NC Municipality ("Seller"). (individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) acerage at Bridges and 35th Street; street address 3413 Bridges Street, Morehead City, NC

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 637615521805000 ; and, (ii) some or all of the Property, consisting of approximately 5.1 acres, is described in Deed Book 1723 , Page No. 395 , Carteret County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 1,200,000.00 (b) "Purchase Price" shall mean the sum of one million two hundred thousand Dollars,

payable on the following terms: two hundred thousand

\$ 200,000.00 (i) "Earnest Money" shall mean Dollars or terms as follows:

The Earnest Money shall be deposited in escrow with White & Allen, P.A. (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which



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STANDARD FORM 580-T Revised 7/2020 © 7/2020

Buyer Initials Seller Initials

the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ n-a

(ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____%) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ n-a

(iii) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, and a current payment amount of \$ _____.

\$ 1,000,000.00

(iv) **Cash, balance of Purchase Price**, at Closing in the amount of _____ one million _____ Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "**Closing**" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or _____ 45 days after the effective date of this contract _____.

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller.

- (e) **“Examination Period”** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on _____
30 days after the effective date of this contract _____.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **“Broker(s)”** shall mean:
N/A _____ (“Listing Agency”),
_____ (“Listing Agent” – License # _____)

Acting as: Seller’s Agent; Dual Agent

and _____ (“Selling Agency”),
_____ (“Selling Agent”- License # _____)

Acting as: Buyer’s Agent; Seller’s (Sub)Agent; Dual Agent

- (g) **“Seller’s Notice Address”** shall be as follows:
att: Derek Taylor, Taylor & Taylor, PA
610 Arendell Street, Morehead City, NC 28557

e-mail address: derek@tt2law.com fax number: _____

except as same may be changed pursuant to Section 12.

- (h) **“Buyer’s Notice Address”** shall be as follows:
Att: C.R. Wheatly, III 710 Cedar Street, Beaufort, NC 28516

e-mail address: rob@wheatlylaw.com fax number: _____

except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (**Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.**)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller’s account payment information on owners’ association dues or assessments for payment or proration; any fees imposed by an owners’ association and/or a management company as agent of the owners’ association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described in Section 1(b)(iii) above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void, and the Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including, but not limited to: any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited at Closing.

(b) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(c) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(d) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(d) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant, could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without

limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(d) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None known

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments

(dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Date: _____

Date: _____

Business Entity

Carteret County

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Business Entity

Town of Morehead City

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

White & Allen, P.A.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:
304 N. 35th Street, Morehead City, NC 28557

e-mail address: jharris@whiteandallen.com fax number: _____

except as same may be changed pursuant to Section 12.

EXHIBIT B TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

CARTERET COUNTY---BUYER

TOWN OF MOREHEAD CITY---SELLER

PROPERTY--- 3413 BRIDGES STREET, MOREHEAD CITY, NC

1. Buyer will honor any existing leases with the National Guard and agrees that the National Guard may continue to lease the premises on similar terms and conditions that currently exists. The Buyer has no opposition to the National Guard and will cooperate with them if necessary, to arrange any new occupancy agreements. Buyer's primary objective for this purchase is to serve the patients and citizens of Carteret County and the region for optimal emergency medical care by creating a certified helipad that can accommodate helicopter ambulances from multiple organizations including Duke University Medical Center, UNC Hospital, Vidant Medical Center and New Hanover Regional Medical Center as well as Coast Guard helicopters.

3. As additional consideration for the purchase of the property, it is a condition upon Buyer that it will convey the property identified as the Morehead City Curb Market located at 1211 Evans Street, Morehead City, NC, Tax PIN #638619510078000, to the Seller at closing of the subject property. The transfer of the Curb Market property will be at no expense to the Seller and free and clear from any liens and restriction, except for normal utility easements.

BUYER: _____

DATE: _____

SELLER: _____

DATE: _____

Carteret County

Property Data

Parcel Number: 637615521805000

Inquiry Date: 6/14/2021

DISCLAIMER: For confirmation of the number of buildings on each parcel, please contact the Carteret County Tax Office.

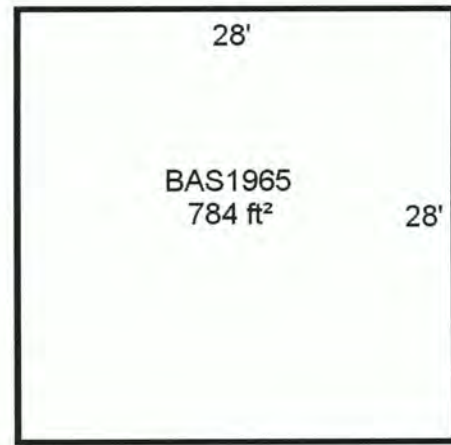
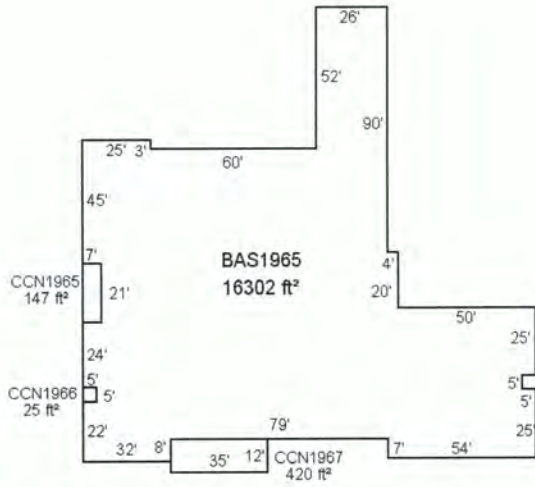
Property Info

PARCEL NUMBER: 637615521805000
OWNER: TOWN OF MOREHEAD CITY
PHYSICAL ADDRESS 3413 BRIDGES ST
 MOREHEAD CITY
MAILING ADDRESS: 706 ARENDELL ST
 MOREHEAD CITY NC 28557
LEGAL DESCRIPTION: ACREAGE 35TH STREET TOWN OF MOREHEAD CITY
 N C NATIONAL GUARD
DEED REF: 1723-395
PLAT REFERENCE: -
NEIGHBORHOOD: 510008
SALE DATE: 05/25/2021
SALE PRICE: \$0
ACREAGE: 5.1
LAND VALUE: \$770,100
EXTRA FEATURE VALUE: \$7,965

Building Info

BATHS: 3
BEDROOMS: 0
CONDITION: N/A
EXTERIOR WALLS: 09 FACE
 BRICK
 N/A
FLOOR FINISH: 03 CONC
 FINSH
 07
 CORK/TILE
FOUNDATION: 07
 SLAB/GRADE
HEAT: 03 FORCED
 AIR
ROOF COVER: 01 MINIMUM
 03 COMP
 SHNGL
ROOF STRUCTURE: 01 FLAT
SQUARE FOOTAGE: 16894
YEAR BUILT: 1965
BUILDING VALUE: \$869,660
PARCEL VALUE: \$1,647,725

Sketches



Sketch by Apex IV™

Sketch by Apex IV™

Photos

Carteret County

Property Data

Parcel Number: 638619510078000

Inquiry Date: 6/14/2021

DISCLAIMER: For confirmation of the number of buildings on each parcel, please contact the Carteret County Tax Office.

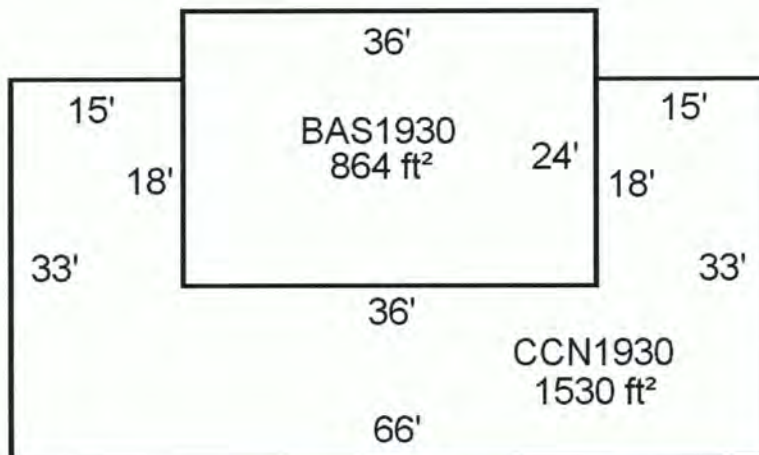
Property Info

PARCEL NUMBER: 638619510078000
OWNER: COUNTY OF CARTERET
PHYSICAL ADDRESS 1211 EVANS ST
 MOREHEAD CITY
MAILING ADDRESS: 302 COURTHOUSE SQUARE
 SUITE 200
 BEAUFORT NC 28516
LEGAL DESCRIPTION: LOTS 9 & 10 BLOCK 65 CURB MARKET
DEED REF: 91-185
PLAT REFERENCE: -
NEIGHBORHOOD: 510013
SALE DATE:
SALE PRICE: \$0
ACREAGE: 0.229
LAND VALUE: \$209,100
EXTRA FEATURE VALUE: \$0

Building Info

BATHS: 2
BEDROOMS: 0
CONDITION: N/A
EXTERIOR WALLS: 02 WOOD LAP
 N/A
FLOOR FINISH: 09 PINE WOOD
 N/A
FOUNDATION: 03 WOOD
HEAT: 07 SPACE-RAD.
ROOF COVER: 03 COMP SHNGL
 N/A
ROOF STRUCTURE: 03 GABLE/HIP
SQUARE FOOTAGE: 2394
YEAR BUILT: 1930
BUILDING VALUE: \$7,416
PARCEL VALUE: \$216,516

Sketches



**CARTERET COUNTY
Board of Commissioners**

Agenda Item XII.

Meeting Date:
21-Jun-21



Presenter:
Tommy Burns/Dee Meshaw

ITEM TO BE CONSIDERED

Title: Review/Approval of Fiscal Year 2021-22 County Government Budget

Brief Summary:

Mr. Burns and Ms. Meshaw will be available to respond to any questions concerning the 2021-22 County Budget.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

If approved:

Motion: Motion to adopt the Fiscal Year 2021-22 County Budget Ordinance

BACKGROUND

Originating Department County Manager's Office	Attachments: 1 N/A 2 _____ 3 _____ 4 _____ 5 _____
Staff Contact: Tommy Burns & Dee Meshaw	

REVIEWED BY

County Manager	_____ X _____	County Attorney	_____ _____
Clerk to the Board	_____ X _____	ACM/Finance Director	_____ X _____

CARTERET COUNTY
Board of Commissioners

Meeting Date:
21-Jun-21

Presenter:
Tommy Burns



Agenda Item
XIII.

ITEM TO BE CONSIDERED

Title: Manager's Report

Brief Summary:

Mr. Burns will provide a manager's report.

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

N/A

BACKGROUND

Originating Department
County Manager's Office

Attachments:
1 N/A
2 _____
3 _____
4 _____
5 _____

Staff Contact:
Tommy Burns

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____

Board of Commissioners
Ed Wheatly, Chair
Mark Mansfield, Vice-Chair
Bob Cavanaugh
Chris Chadwick
Robin Comer
Jimmy Farrington
Chuck Shinn



County Manager
Tommy R. Burns

Clerk to the Board
Rachel B. Hammer

TO: Board of Commissioners
FROM: Rachel Hammer
SUBJECT: Appointments
DATE: June 21, 2021

The following appointments are noted for discussion at the June 21, 2021 meeting:

ABC Board

Three-year term of Commissioner Chadwick expires June 30, 2021; no application required

Active applications:

- Karl Bohmuller; application attached
- Stephanie Broughton; application attached
- Scott Hatsell; application attached
- Bob Shipp; application attached
- Amy Snider-Wells; application attached
- Robert Tyndall; application attached

Aging Planning Board

Three-year terms of the following expires June 30, 2021:

- Victor Heinrich ("Sr. Tarheel Legislature Delegate"); updated application attached
- Marilyn Whitley ("At-Large, Aging Interest/Expertise"); updated application attached

No other active applications

Carteret County-Beaufort Airport Authority

Two-year term of Dr. Robert Coles expires June 30, 2021; updated application attached

Other active applications:

- ✓ Roy Graham; application attached
- ✓ Markham Parrish; application attached

Carteret County Area Transportation System ("CCATS")

Perpetual "DSS Representative" term to replace Clint Lewis who recently retired

- Jessica Adams, DSS Director; application attached

Carteret County Library Board

One-year terms of the following expires June 30, 2021

- *Commissioner Mark Mansfield (no application required)*
- *Gina Funk; application attached*
- *Anna Smith (Commissioner Wheatly's Representative) does not wish to be considered for reappointment*

Other active applications:

- ✓ *Allison DuBuisson ("Commissioner Wheatly's District"); application attached*

Carteret County Juvenile Crime Prevention Council ("JCPC")

Two-year terms of the following expires June 30, 2021

- *Chuck Bryant ("Social Services Designee"); updated application attached*
- *Jo Ann Cannon ("At-Large"); updated application attached*
- *Commissioner Bob Cavanaugh; no application required*
- *Tamara Jones ("Health Department Representative"); updated application attached*
- *Morgan Mason ("Person Under 21 Representative"); application attached*
- *Grace Maxwell ("At-Large Representative"); updated application attached*
- *Susan McIntyre ("At-Large Representative"); updated application attached*
- *Anthony Palbicke ("At-Large Representative"); updated application attached*
- *Richard Paylor ("School Superintendent Designee"); updated application attached*
- *Karen Reaves ("Mental Health Agency Representative"); updated application attached*
- *Thomas Shepard ("County Manager Designee" – replacing Jaime Long); application attached*
- *Pam Stewart ("At-Large"); updated application attached*
- *Bernette Morris ("Chief of Police Representative") has announced her retirement; the application of Chief Paul Burdette ("Beaufort Chief of Police") is attached*

Child Fatality Prevention Team

Three-year terms of the following expires June 30, 2021:

- *Jimmy MaChipness ("Emergency Services Representative"); updated application attached*

Other active applications:

- ✓ *Charles Bryant; application attached*
- ✓ *Jo Ann Cannon; application attached*

Cultural & Recreational Advisory Board

Three-year term of Mark Eakes ("Commissioner Chadwick's Representative") expires June 30, 2021; did not submit an updated application

Other active applications:

- ✓ Jordan Hardy; application attached

Eastern Carolina Workforce Development Board

Two-year terms of the following expires June 30, 2021

- Mike Kraszeski; application attached
- Trapas Pratt; application attached

Other active applications:

- ✓ David Long; application attached

Economic Development Foundation Board

One-year terms of the following expires June 30, 2021

- Commissioner Robin Comer; no application required
- Jesse Vinson; application attached

Other active applications:

- ✓ David Long; application attached
- ✓ Matt Shortway; application attached

Peer Recovery Board

Two-year term of Dennis Barber expires June 30, 2021; updated application attached

Other active applications:

- ✓ William Comer; application attached
- ✓ Regina Williams; application attached

ABC Board

Three-year term of Commissioner Chadwick expires June 30, 2021; no application required

Active applications:

- Karl Bohmuller; application attached
- Stephanie Broughton; application attached
- Scott Hatsell; application attached
- Bob Shipp; application attached
- Amy Snider-Wells; application attached
- Robert Tyndall; application attached

Rachel Hammer

Received 02-14-20
Expires 08-14-21

From: noreply@civicplus.com
Sent: Friday, February 14, 2020 11:13 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name	Karl
Last Name	Bohmuller
Address	120 Point Rd., PO Box 1030
City	Newport
State	North Carolina
Zip	28570
Home Number	2526224526
Cell Number	2526224526
Fax Number	2522401478
Work Number	<i>Field not completed.</i>
E-Mail Address	Lighthouseclaimsinc@gmail.com
Committees of Interest	Fireman's Relief Fund Board
Committees of Interest (Second Choice)	ABC Board
Experience	<p>I have been an insurance adjuster for thirty years. I have diverse handling of the general public, organizational skills, along with public relations. My profession has made me keenly aware of public/individual devastation and need. I am involved in my community as a baseball coach attempting to provide an organized setting for our youth. I have always been active in my community (Mill Creek) in recreation projects for our youth. My interest in Carteret County, including government, is due to my lifelong residency here in Carteret County. My education included business management and electronics as well as all additional education, throughout my career, in insurance, insurance adjusting, FEMA , Real Estate and the NCDOL.</p>

Occupation	Insurance Adjuster/President
Employer	Lighthouse Claims, Inc.
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	If Fireman's Relief Fund Board is considered in this topic, then yes, for several years. I served on the Newport Little League Board and currently involved in the Newport Babe Ruth League Board.
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	Other than normal work schedule or coaching responsibilities, none that I can foresee.
Number of Years Living in Carteret County:	56
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Received 03-25-21
Expires 09-25-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, March 25, 2021 3:48 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Stephanie
Last Name	Broughton
Address	123 Rolling Hill Drive
City	Peleiter
State	NC
Zip	28584
Home Number	2527233714
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	stephanie.broughton@joyceandassoc.com
Committees of Interest	ABC Board
Committees of Interest (Second Choice)	Municipal ETJ Boards
Experience	I served over 9 years in the U.S. Army, including a tour to Iraq in support of Operation Iraqi Freedom / Enduring Freedom (2004-2005). My primary occupation was a Supply / Logistics Specialist and Small Arms Repairman.

I have worked in various fields since receiving an Honorable Discharge in 2011, from Polysomnography Technician to Over-the-Road Truck Driving, and am now working as a Contract Specialist at Joyce & Associates Construction, Inc.

Over the last 3 years I have served in leadership roles within the Carteret County Republican Party, Crystal Coast Republican Women, the North Carolina Federation of Republican Women, and the North Carolina Federation of Young Republicans.

Occupation

Contract Specialist

Employer

Joyce & Associates Construction, Inc.

Are you currently serving or have you ever served on a public board or commission?

No

If so, please list below:

Field not completed.

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

None that I am aware of.

Number of Years Living in Carteret County:

29

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 03.07.21
Expires 09.07.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Sunday, March 7, 2021 11:15 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Scott
Last Name	hatsell
Address	102 Emma court
City	Cedar point
State	NC
Zip	28584
Home Number	9103583764
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	shatsell@yahoo.com
Committees of Interest	ABC Board
Committees of Interest (Second Choice)	Highway 70 Corridor Commission
Experience	Mayor Cedar Point , planning board Cedar Point , planning board Carteret County .
Occupation	Retired
Employer	Hatsell
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below: Currently Mayor Cedar Point .

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: None

Number of Years Living in
Carteret County: 21 , From swansboro

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 04.19.21
Expires 10.19.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, April 19, 2021 12:04 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Robert (Bob)
Last Name	Shipp
Address	P. O. Box 422
City	Harkers Island
State	NC
Zip	28531
Home Number	<i>Field not completed.</i>
Cell Number	252-241-8081
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	bshipp44@gmail.com
Committees of Interest	ABC Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	College graduate; served as the Administrator of the ABC Board for 16 years
Occupation	Retired
Employer	N/A
Are you currently serving or have you ever served on a	No

public board or
commission?

If so, please list below: *Field not completed.*

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: N/A

Number of Years Living in
Carteret County: 42

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 04/19/21
Expires 10-19-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, April 19, 2021 4:54 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Amy
Last Name	Snider-Wells
Address	202 Ronnie Road
City	Beaufort
State	NC
Zip	28516
Home Number	<i>Field not completed.</i>
Cell Number	336-345-3736
Fax Number	<i>Field not completed.</i>
Work Number	252-222-6228
E-Mail Address	asniderwells@yahoo.com
Committees of Interest	ABC Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have worked in public service work for over 25 years. I currently hold a Bachelor's degree in Criminal Justice and will complete my Master's Degree in Public Administration in August 2021.
Occupation	Law Enforcement Officer / Trainer
Employer	Amy Snider-Wells

Are you currently serving or have you ever served on a public board or commission?

No

If so, please list below:

Field not completed.

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

I foresee no conflicts of interest or scheduling difficulties.

Number of Years Living in Carteret County:

I have owned a home in Carteret County for 7.5 years. Moved permanently to Carteret County 6 months ago.

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 04.14.21
Expires 10-14-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, April 14, 2021 1:49 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Robert
Last Name	Tyndall
Address	1807 Red Fox Ln
City	Morehead City
State	North Carolina
Zip	28557
Home Number	<i>Field not completed.</i>
Cell Number	252-342-4567
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	rtyndall2@gmail.com
Committees of Interest	ABC Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	30 years of retail experience, BA economics degree from UNC Chapel Hill, strong interest in assisting in the development of our counties ABC programs.
Occupation	Retired
Employer	Former Lowes of Cape Carteret
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below:

Morehead City Parks and Rec advisory board

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed:

No conflicts.
I do coach JV baseball at WCHS.
I meet monthly on Monday at 11am for the parks board.

Number of Years Living in
Carteret County:

17

Are you a registered voter
in Carteret County?

Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Aging Planning Board

Three-year terms of the following expires June 30, 2021:

- *Victor Heinrich ("Sr. Tarheel Legislature Delegate"); updated application attached*
- *Marilyn Whitley ("At-Large, Aging Interest/Expertise"); updated application attached*

No other active applications

Received 02-19-21
Expires 08-19-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, February 19, 2021 3:52 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Victor
Last Name	Heinrich
Address	1505 Salter Path Rd, Unit 518
City	Atlantic Beach
State	NC
Zip	28512
Home Number	252-240-3191
Cell Number	252-571-4735
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	veheinrich1@gmail.com
Committees of Interest	Aging Planning Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Been on this Board since 20 July 2015 and am currently the Chair
Occupation	retired
Employer	none
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below:

NC Senior Tar Heel Leg since 2016 and RAAC since 2015

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed:

none in the County 10 years

Number of Years Living in
Carteret County:

United States

Are you a registered voter
in Carteret County?

Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Rachel Hammer

Received 09-29-20
Expires 03-29-22
Appointed 10-19-20

From: noreply@civicplus.com
Sent: Tuesday, September 29, 2020 1:53 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Marilyn
Last Name	Whitley
Address	129 Guthrie Dr
City	Newport
State	NC
Zip	28570
Home Number	252 808 5355
Cell Number	Field not completed.
Fax Number	Field not completed.
Work Number	252 269 7073
E-Mail Address	mwhitley@whitleyptadvocates.com
Committees of Interest	Aging Planning Board
Committees of Interest (Second Choice)	Field not completed.
Experience	Currently, I am working closely with seniors in the area as a patient advocate. I also work with seniors nationally as well as advocate for them. I am an RN, a Healthcare Executive, and a consultant with over 25 years of experience in healthcare. You can see my profile on LinkedIn as well as our website. www.whitleyptadvocates.com
Occupation	Patient Advocate

Employer	Whitley Patient Advocates
Are you currently serving or have you ever served on a public board or commission?	No
If so, please list below:	<i>Field not completed.</i>
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None that I am aware of.
Number of Years Living in Carteret County:	8.5 in total
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Carteret County-Beaufort Airport Authority

Two-year term of Dr. Robert Coles expires June 30, 2021; updated application attached

Other active applications:

- ✓ Roy Graham; application attached*
- ✓ Markham Parrish; application attached*

Received 05-13-21
Expires 11-13-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, May 13, 2021 1:33 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Robert
Last Name	Coles
Address	201 Lands End Road
City	Morehead City
State	NC
Zip	28557
Home Number	<i>Field not completed.</i>
Cell Number	2522415886
Fax Number	2422474675
Work Number	2522472101
E-Mail Address	recoles007@gmail.com
Committees of Interest	Carteret County-Beaufort Airport Authority
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Airport board 2013 to present Waterway committee 2 years Hospital Board as Chief of Medical Staff Pilot 36 years Local Business owner 21 years
Occupation	Orthopedic Surgeon
Employer	Carolinas Center for Surgery

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: Airport Authority
Waterways
Hospital Board

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None

Number of Years Living in Carteret County: 21

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) [Robert Coles CV 2021.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Received 01-30-20
Expires 07.30.21

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, January 30, 2020 2:28 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

Boards & Commissions Appointment Application

First Name Roy
Last Name Graham
Address 108 Graham Ln.
City Beaufort
State Nc
Zip 28516
Home Number 252-725-1063
Cell Number 252-725-1063
Fax Number 252-838-9203
Work Number 252-838-9204
E-Mail Address Grahamseniorliving@bizec.rr.com
Committees of Interest Board of Equalization & Review
Committees of Interest (Second Choice) Beaufort-Morehead Airport Authority
Experience Has served on county boards before and serving on boards now
Occupation General contractor. Healthcare administrator
Employer Self
Are you currently serving or have you ever served on a public board or commission? Yes
If so, please list below: Planning board. Board of equalization & Review

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None

Number of Years Living in Carteret County: 56

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 06-02-21
Expires 12-02-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, June 2, 2021 10:47 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Markham
Last Name	Parrish
Address	214 Yaupon Drive
City	Cape Carteret
State	North Carolina
Zip	28584
Home Number	<i>Field not completed.</i>
Cell Number	252-241-4379
Fax Number	<i>Field not completed.</i>
Work Number	252-393-7888
E-Mail Address	mark@ncsteelservicesinc.com
Committees of Interest	Carteret County-Beaufort Airport Authority
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	FAA SEMEL Instrument Rated since 1977, operated South Raleigh Aviation and Aircraft Services of Raleigh, six years town commissioner for Cape Carteret as head of Public Works.32 years as vice president of NC Steel
Occupation	Vice President
Employer	NC Steel Services, Inc.

Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	Town of Cape Carteret
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None
Number of Years Living in Carteret County:	42
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Carteret County Area Transportation System ("CCATS")

Perpetual "DSS Representative" term to replace Clint Lewis who recently retired

- *Jessica Adams, DSS Director; application attached*

Received 5/11/21
Expires 11/11/22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, May 11, 2021 8:46 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Jessica
Last Name	Adams
Address	210 Craven Street
City	Beaufort
State	NC
Zip	28516
Home Number	<i>Field not completed.</i>
Cell Number	9102901845
Fax Number	<i>Field not completed.</i>
Work Number	2527283181
E-Mail Address	jessica.adams@carteretcountync.gov
Committees of Interest	Carteret County Area Transportation System (CCATS)
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	DSS Director for Carteret County presently.
Occupation	DSS Director
Employer	Carteret County Government
Are you currently serving or have you ever served on a public board or commission?	Yes

If so, please list below: Jones County Juvenile Crime Prevention Council, CCPT, LICC, Child Fatality Review Team

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None at this time.

Number of Years Living in Carteret County: 0

Are you a registered voter in Carteret County? No

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

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Carteret County Library Board

One-year terms of the following expires June 30, 2021

- *Commissioner Mark Mansfield (no application required)*
- *Gina Funk; application attached*
- *Anna Smith (Commissioner Wheatly's Representative) does not wish to be considered for reappointment*

Other active applications:

- ✓ Allison DuBuisson ("Commissioner Wheatly's District"); application attached

Appointed 11-16-20 Received 10-23-20
Expires 04.23.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, October 23, 2020 6:54 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Gina
Last Name	Funk
Address	110 Yaupon Drive
City	Emerald Isle
State	NC
Zip	28594
Home Number	336-416-6145
Cell Number	336-416-6145
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	funkgina@gmail.com
Committees of Interest	Library Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Education: BA, Wake Forest University; MA, Brown University Work Experience: teacher for 20 years combined; Realtor from 2018-2020 Volunteer Work: Vice Pres. FOWCPL 2016-2017; pres. 2018-2020
Occupation	Real Estate Broker
Employer	Crystal Coast Realty and Home Services, LLC

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

Friends of Western Carteret Public Library, Vice President and president (term ended September 2020)

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

none

Number of Years Living in Carteret County:

4.5

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

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CARTERET COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR BOARDS/COMMISSIONS

Office Use Only

Date Received: 07/10/20

Date Application Expires: 01/10/22
(Applications are retained for 18 months)

NAME Allison DuBuisson

ADDRESS 151 Howland Parkway

CITY/STATE Beaufort NC ZIP 28516

TELEPHONE-(HOME) _____ (CELL) 252-723-2104

(WORK) _____ (FAX) _____

EMAIL ADDRESS adubuisson123@gmail.com

1. COMMITTEES OF INTEREST

A. Library Board B. _____
(Please limit to two (2) boards/committees per application)

2. PLEASE DESCRIBE YOUR BACKGROUND, EXPERIENCE, EDUCATION OR TRAINING (WORK AND/OR LIFE EXPERIENCE) THAT RELATES TO YOUR INTEREST IN COUNTY GOVERNMENT.

My interest in public libraries is lifelong. After moving to Beaufort, I joined the Friends of the Library and served on its board for several years, including 2 terms as chairman. During this time, the library made the transition from downtown Beaufort to its current location. I would like to continue my advocacy for the County system, B.S. Duke, M.A. UNC-G

3. OCCUPATION research mgr. (retired) EMPLOYER Carteret Health Care

4. ARE YOU CURRENTLY SERVING OR HAVE YOU EVER SERVED ON A PUBLIC BOARD OR COMMISSION? YES NO _____ IF SO, PLEASE LIST BELOW.

(BOARD) _____ (DATES)
Town of Summerfield N.C. Long-Range Land Use Planning Commission 19905

5. PLEASE EXPLAIN ANY ANTICIPATED CONFLICT OF INTEREST OR SCHEDULING DIFFICULTIES YOU MAY HAVE, IF APPOINTED None

6. # OF YEARS LIVING IN CARTERET COUNTY 18

7. ARE YOU A REGISTERED VOTER IN CARTERET COUNTY? Yes

(Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Carteret County Juvenile Crime Prevention Council (“JCPC”)

Two-year terms of the following expires June 30, 2021

- *Chuck Bryant (“Social Services Designee”); updated application attached*
- *Jo Ann Cannon (“At-Large”); updated application attached*
- *Commissioner Bob Cavanaugh; no application required*
- *Tamara Jones (“Health Department Representative”); updated application attached*
- *Morgan Mason (“Person Under 21 Representative”); application attached*
- *Grace Maxwell (“At-Large Representative”); updated application attached*
- *Susan McIntyre (“At-Large Representative”); updated application attached*
- *Anthony Palbicke (“At-Large Representative”); updated application attached*
- *Richard Paylor (“School Superintendent Designee”); updated application attached*
- *Karen Reaves (“Mental Health Agency Representative”); updated application attached*
- *Thomas Shepard (“County Manager Designee” – replacing Jaime Long); application attached*
- *Pam Stewart (“At-Large”); updated application attached*
- *Bernette Morris (“Chief of Police Representative”) has announced her retirement; the application of Chief Paul Burdette (“Beaufort Chief of Police”) is attached*

Received 06.02.21
Expires 12-02-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, June 2, 2021 12:22 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Charles (Chuck)
Last Name	Bryant
Address	210 Craven St
City	Beaufort
State	NC
Zip	28516
Home Number	<i>Field not completed.</i>
Cell Number	(252) 808-7561
Fax Number	(252) 648-7462
Work Number	(252) 728-3181, ext. 6174
E-Mail Address	chuck.bryant@carteretcountync.gov
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Have served on the JCPC since 2008 and currently am Vice-chair and DSS representative, serve on the Funding and Review subcommittee. 34 year career working in Child Welfare and related positions, 29 of those years while living in Carteret County. MS in Child and Youth Care Administration.
Occupation	Social Work Supervisor
Employer	Carteret County DSS

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

JCPC since 2008, Currently the DSS rep

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

No known conflicts

Number of Years Living in Carteret County:

29

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 06-15-21
Expires 12-15-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, June 15, 2021 8:19 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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Boards & Commissions Appointment Application

First Name	Jo Ann
Last Name	Cannon
Address	300 Courthouse Square, Room 222
City	Beaufort
State	NC
Zip	28516
Home Number	N/A
Cell Number	252-732-4459
Fax Number	252-728-8586
Work Number	252-728-8564
E-Mail Address	joann.cannon@ncdps.gov
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	NC Department of Public Safety/Juvenile Justice Division--23 years experience assigned to Carteret County. I have served on this committee for many years as chair and as chair or a member of the various subcommittees.
Occupation	Juvenile Court Counselor
Employer	NC Department of Public Safety

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

Juvenile Crime Prevention Council

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

N/A

Number of Years Living in Carteret County:

23

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 06-02-21
Expires 12-02-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, June 2, 2021 12:14 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Tamara
Last Name	Jones
Address	1502-B Dartmouth Lane
City	New Bern
State	NC
Zip	28562
Home Number	<i>Field not completed.</i>
Cell Number	2526708403
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	tamara.jones@carteretcountync.gov
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Currently serve as the Public Health representative for the Council.
Occupation	Human Services Planner
Employer	Carteret County Health Department
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below:

Juvenile Crime Prevention Council
Carteret County Substance Abuse Task Force
Carteret Food & Health Council
Coastal Coalition for Substance Abuse Prevention Board
Member

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed:

N/A

Number of Years Living in
Carteret County:

0

Are you a registered voter
in Carteret County?

Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

CARTERET COUNTY BOARD OF COMMISSIONERS
2015 APPLICATION FOR BOARDS/COMMISSIONS

Office Use Only

Appointed 02-17-20

Date Received: 02.03.20

Date Application Expires: 08.03.21
(Applications are retained for 18 months)

NAME Morgan Mason

ADDRESS 1203 Strange Court

CITY/STATE Morehead/NC ZIP 28557

TELEPHONE--(HOME) _____ (CELL) 252-269-6986

(WORK) _____ (FAX) _____

EMAIL ADDRESS morganpaigemason@gmail.com

1. COMMITTEES OF INTEREST

A. JCPC B. _____

(Please limit to two (2) boards/committees per application)

2. PLEASE DESCRIBE YOUR BACKGROUND, EXPERIENCE, EDUCATION OR TRAINING (WORK AND/OR LIFE EXPERIENCE) THAT RELATES TO YOUR INTEREST IN COUNTY GOVERNMENT.

I have always wanted to be a part of the government in some way, and I feel this is a great opportunity to get started.

I plan to go to NC State and major in biomedical engineering.

3. OCCUPATION Student EMPLOYER WCHS

4. ARE YOU CURRENTLY SERVING OR HAVE YOU EVER SERVED ON A PUBLIC BOARD OR COMMISSION? YES _____ NO IF SO, PLEASE LIST BELOW.

(BOARD)

(DATES)

5. PLEASE EXPLAIN ANY ANTICIPATED CONFLICT OF INTEREST OR SCHEDULING DIFFICULTIES YOU MAY HAVE, IF APPOINTED _____

6. # OF YEARS LIVING IN CARTERET COUNTY 17

7. ARE YOU A REGISTERED VOTER IN CARTERET COUNTY? yes

(Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Received 05-27-21
Expires 11-27-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, May 27, 2021 4:26 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Grace
Last Name	Maxwell
Address	209 Lewis St.
City	Harkers Island
State	NC
Zip	28531
Home Number	<i>Field not completed.</i>
Cell Number	9199711981
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	gracemaxwell@trtc.net
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	N/A
Experience	I continue to work with juveniles and their families across NC. My prior professional experiences include DSS Social Worker, GAL, employment with Eckerd/private nonprofit youth organization and a lengthy history with NCCAY Board. It's my hope to continue to support the Carteret County youth/families and programs that will assist them with my continued participation of the JCPC.
Occupation	Admission Coordinator

Employer	Timber Ridge Treatment Center
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	Carteret County JCPC
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	There haven't been any conflicts indicated over the several prior years of my JCPC participation.
Number of Years Living in Carteret County:	United States
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 05-26-21
Expires 11-26-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, May 26, 2021 8:38 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Susan
Last Name	McIntyre
Address	110 Woodridge Dr
City	Morehead City
State	North Carolina
Zip	28557
Home Number	252.726.2436
Cell Number	252.342.4308
Fax Number	252.222.6014
Work Number	252.222.6230
E-Mail Address	mcintyresh@gmail.com
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	NC licensed attorney with extensive juvenile experience Several years as member at large on JCPC Chair of Funding and Review Committee
Occupation	Educator
Employer	Carteret Community College
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below:

CARTERET COUNTY JCPC
NC CREDIT UNION COMMISSION
NC STATE BAR PARALEGAL CERTIFICATION COMMITTEE

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed:

None

Number of Years Living in
Carteret County:

30+ years

Are you a registered voter
in Carteret County?

Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 05-27-21
Expires 11-27-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, May 27, 2021 10:55 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Anthony
Last Name	Palbicke
Address	321 Foster Creek Rd.
City	Swansboro
State	NC
Zip	28584
Home Number	9103257673
Cell Number	8476130376
Fax Number	<i>Field not completed.</i>
Work Number	2522226249
E-Mail Address	palbickea@carteret.edu
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	Juvenile Crime Prevention Council
Experience	I am Lead Instructor of Criminal Justice at Carteret Community College, entering my 5th year at the College. I have served (2) terms on JCPC, and would like to serve for a 3rd term. I am a retired Police Officer (25 years, Illinois), and have been teaching as a full time professor/instructor for 20 years. The Fall of 2021 will begin my 5th year at Carteret Community College.
Occupation	Lead Instructor of Criminal Justice

Employer	Carteret Community College
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	JCPC, 2017-2021, seeking 3rd term.
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None. I have been a board member of JCPC for 4 years, and have not missed a meeting.
Number of Years Living in Carteret County:	N/A, I work in Carteret County
Are you a registered voter in Carteret County?	No
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 06-01-21
Expires 12-01-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, June 1, 2021 1:09 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	RICHARD
Last Name	PAYLOR
Address	250 GATSEY LN
City	BEAUFORT
State	North Carolina
Zip	28516
Home Number	<i>Field not completed.</i>
Cell Number	2522415114
Fax Number	<i>Field not completed.</i>
Work Number	2527284583
E-Mail Address	richard.paylor@carteretk12.org
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have served as a teacher, coach, assistant principal, principal, and assistant superintendent with Carteret County Public Schools.
Occupation	Assistant Superintendent
Employer	Carteret County Public Schools
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below: Current member of JCPC

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed: None

Number of Years Living in
Carteret County: United States

Are you a registered voter
in Carteret County? Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 06-11-21
Expires 12-11-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Friday, June 11, 2021 4:19 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Karen
Last Name	Reaves
Address	127 Clearview Drive
City	Holly Ridge
State	North Carolina
Zip	28445
Home Number	n/a
Cell Number	9107419730
Fax Number	n/a
Work Number	866.998.2597
E-Mail Address	Tyreereavesis@gmail.com
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have served on Carteret's JCPC Board since 2013 as the designated MCO representative. I serve on each of the JCPC Boards within my coverage area as a System of Care Coordinator - Onslow, Carteret, Jones. I am a licensed psychologist (NC) by trade (providing no direct treatment services in my current capacity at Trillium Health Resources) and have experience with the Medicaid arena. I would like to remain involved as a Board member in Carteret's JCPC.

Occupation	System of Care Coordinator
Employer	Trillium Health Resources
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	Juvenile Crime Prevention Council (Onslow, Carteret, Jones); Member of the Onslow Commission for Persons with Disabilities; Coastal Coalition for Substance Abuse Prevention (Carteret, Jones).
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None.
Number of Years Living in Carteret County:	0
Are you a registered voter in Carteret County?	No
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Rachel Hammer

*Received 05-27-21
Expires 11-27-22*

From: noreply@civicplus.com
Sent: Thursday, May 27, 2021 3:50 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Thomas
Last Name	Shepard
Address	303 Sea Hawk St.
City	Beaufort
State	NC
Zip	28516
Home Number	2527325218
Cell Number	2527325218
Fax Number	2526480267
Work Number	2527288563
E-Mail Address	Jerome.Shepard@carteretcountync.gov
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	Eastern Carolina Workforce Development Board
Experience	NC state Graduate, 40 years of manufacturing experience, 20 years as a Safety Director, Experience on Workforce Development Board, experience on ABC board
Occupation	Risk Analyst
Employer	Carteret County Government
Are you currently serving or have you ever served on a	Yes

public board or
commission?

If so, please list below:

Workforce Development Board, ABC Board, Eastern Carolina
Youth Council, Board of Education Advisory Board

Please explain any
anticipated conflict of
interest or scheduling
difficulties you may have, if
appointed:

None that I am aware of.

Number of Years Living in
Carteret County:

12

Are you a registered voter
in Carteret County?

Yes

Applicants may attach a
resume' or additional
information about your
interests for the Board of
Commissioners to consider.
Also, note that this
document is considered a
public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 06-06-21
Expires 12-06-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Sunday, June 6, 2021 6:58 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Pam
Last Name	Stewart
Address	135 Terrapin Court
City	Newport
State	NC
Zip	28570
Home Number	252-726-6547
Cell Number	252-725-2921
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	papstewart@earthlink.net
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have served on the JCPC for many years as the DSS representative. I have previously served the JCPC as Vice Chair. I am currently serving in an At Large position and wish to be reappointed for another term. I am retired from Carteret County DSS as the Social Work Program Manager for Child Protective Services/Foster Care and wish to continue to use my extensive experience to serve the at-risk youth population.
Occupation	Retired

Employer	Retired
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	I am currently serving as an At Large Member of the JCPC
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None
Number of Years Living in Carteret County:	31
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 06/09/21
Expires 12/09/22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, June 9, 2021 10:42 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Paul
Last Name	Burdette
Address	105 Oak Drive
City	Morehead City
State	NC
Zip	28557
Home Number	<i>Field not completed.</i>
Cell Number	3363927417
Fax Number	<i>Field not completed.</i>
Work Number	2527284561
E-Mail Address	p.burdette@beaufortnc.org
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Beaufort Police Chief with over 26 yrs. law enforcement experience. I am a current member and past Chair of the Beaufort Boys & Girls Club Advisory Board. I have a Master's Degree in Criminal Justice Research and have had significant exposure to juvenile offenders in my career and have fostered an open dialogue with my community.
Occupation	Chief of Police

Employer Beaufort Police Department

Are you currently serving or have you ever served on a public board or commission? No

If so, please list below: N/A

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: No conflict. My Town Manager is supportive of my community involvement.

Number of Years Living in Carteret County: 9+

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) [Paul Burdette Resume.docx](#)

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Child Fatality Prevention Team

Three-year terms of the following expires June 30, 2021:

- *Jimmy MaChipness ("Emergency Services Representative"); updated application attached*

Other active applications:

- ✓ Charles Bryant; application attached
- ✓ Jo Ann Cannon; application attached

Rachel Hammer

Received 05-24-21
Expires 11-24-22

From: noreply@civicplus.com
Sent: Monday, May 24, 2021 2:48 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Jimmy
Last Name	MaChipness
Address	315 McDaniel dr.
City	Beaufort
State	NC
Zip	28516
Home Number	252 728 7363
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	252 222 5841
E-Mail Address	jimmy.machipness@carteretcountync.gov
Committees of Interest	Child Fatality Prevention Team
Committees of Interest (Second Choice)	Fire & EMS Commission
Experience	35 years working in Carteret county as either an EMT through Paramedic in EMS or a Firefighter in Fire rescue. In both fields I achieved officer positions, was offered chief of Atlantic Beach FD, turned same down to remain active in the fields. Currently employed as the County Community Paramedic, Operations Supervisor, and other EMS positions as needed.
Occupation	Paramedic

Employer	County of Carteret
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	Child Fatality Prevention Team
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None
Number of Years Living in Carteret County:	50
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 10.20.20
Expires 04.20.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, October 20, 2020 11:42 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Charles
Last Name	Bryant
Address	210 Craven St
City	Beaufort
State	NC
Zip	28516
Home Number	252-808-7561
Cell Number	252-808-7561
Fax Number	252-648-7462
Work Number	252-728-3181, ext 6174
E-Mail Address	chuck.bryant@carteretcountync.gov
Committees of Interest	Child Fatality Prevention Team
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Currently a Foster Care and Adoptions supervisor at Carteret DSS. 17 years experience working in child welfare in three different counties (Carteret, Onslow, Craven). Former Executive Director at Newport Developmental Center.
Occupation	Social Work Supervisor
Employer	Carteret Co. DSS

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

JCPC, CCPT

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

None known

Number of Years Living in Carteret County:

28

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 02.02.21
Expires 08.02.22

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, February 2, 2021 11:53 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Jo Ann
Last Name	Cannon
Address	103 Loftin Lane
City	Beaufort
State	NC
Zip	28516
Home Number	N/A
Cell Number	252-269-7191
Fax Number	252-728-8586
Work Number	252-728-8586
E-Mail Address	joann.cannon@ncdps.gov
Committees of Interest	Child Fatality Prevention Team
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I have served as a Juvenile Court Counselor with the NC Department of Public Safety for 23 years with my main work site located in the Carteret County Courthouse. District 3 serves Carteret, Craven, Pamlico and Pitt Counties. I have served on the Carteret County Juvenile Crime Prevention Council for many years serving as Chairperson, as a member of the Funding and Review Committee, Monitoring Committee and currently chair the Risk & Needs Committee.

Occupation	Juvenile Court Counselor
Employer	NC Department of Public Safety
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	Juvenile Crime Prevention Council
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None
Number of Years Living in Carteret County:	23
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Cultural & Recreational Advisory Board

Three-year term of Mark Eakes ("Commissioner Chadwick's Representative") expires June 30, 2021; did not submit an updated application

Other active applications:

- ✓ Jordan Hardy; application attached

Received 06-17-21
Expires 12-17-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, June 14, 2021 11:57 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

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Boards & Commissions Appointment Application

First Name	Jordan
Last Name	Hardy
Address	120 black duck road
City	Davis
State	North Carolina
Zip	28524
Home Number	2527325697
Cell Number	2527325697
Fax Number	<i>Field not completed.</i>
Work Number	2524647916
E-Mail Address	Jordanahardy@gmail.com
Committees of Interest	Cultural and Recreation Advisory Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	8 years coaching baseball all ages year around, 5 yard board member down east cal Ripken. As a board member I assisted in writing by laws for the league and changes related to by laws to better promote our league throughout our area. As a coach and league leader I have been responsible for scheduling fields, equipment and personnel to make sure all the other coaches and Children get the best experience possible. As an aviation machinist that travels for work I am the liaison for fleet readiness center East, while in the field I am responsible for

Eastern Carolina Workforce Development Board

Two-year terms of the following expires June 30, 2021

- *Mike Kraszeski; application attached*
- *Trapas Pratt; application attached*

Other active applications:

- ✓ David Long; application attached

Rachel Hammer

Expires 10.20.21

From: noreply@civicplus.com
Sent: Tuesday, April 20, 2021 8:57 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Michael
Last Name	Kraszeski
Address	115 Pearl Drive
City	Beaufort
State	North Carolina
Zip	28516
Home Number	252-723-2002
Cell Number	252-723-2002
Fax Number	<i>Field not completed.</i>
Work Number	252-223-5600
E-Mail Address	mkraszkeski@veneertech.com
Committees of Interest	Eastern Carolina Workforce Development Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	Current Member Eastern Carolina Workforce Development Board Past Chairperson Eastern Carolina Workforce Development Board Past President Newport Rotary MBA, East Carolina University

I feel strongly that Carteret County employers must participate in the mission of the Board and support the work of the NC

Works Career Center and its partners to train in relevant career pathways that lead to living wages for our citizens.

Occupation Vice President

Employer Veneer Technologies, Inc.

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: Eastern Carolina Workforce Development Board

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None

Number of Years Living in Carteret County: 45 Years

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Received 05-24-21
Expires 11-24-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, May 24, 2021 2:23 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Trapas
Last Name	Pratt
Address	1712 River Drive
City	Morehead City
State	NC
Zip	28557
Home Number	<i>Field not completed.</i>
Cell Number	252-659-2078
Fax Number	252-504-3202
Work Number	252-504-3201
E-Mail Address	tpratt@mechworksinc.com
Committees of Interest	Eastern Carolina Workforce Development Board
Committees of Interest (Second Choice)	Zoning Board of Adjustment
Experience	I am a graduate of East Carolina University with a BS in Construction Management. I have worked in commercial construction since I graduated college. I am currently the president of Mechworks Mechanical Contractors Inc.
Occupation	President
Employer	Mechworks Mechanical Contractors Inc.

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

Eastern Carolina Workforce Development Board

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

N/A

Number of Years Living in Carteret County:

On and off for 41 years

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Tuesday, November 24, 2020 7:32 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	David
Last Name	Long
Address	706 Hedrick BLVD
City	Morehead City
State	North Carolina
Zip	28557
Home Number	9194328889
Cell Number	2527250460
Fax Number	<i>Field not completed.</i>
Work Number	9194328889
E-Mail Address	dwl0626@yahoo.com
Committees of Interest	Eastern Carolina Workforce Development Board
Committees of Interest (Second Choice)	Economic Development Foundation
Experience	While I was the Operations Manager at Ryerson, located in Wayne county, I worked with Mike Haney, MBA who retired from Wayne County Development Alliance, on projects pertaining to advanced manufacturing skills and opportunities. In addition, I worked with Wayne Community College during the developing process of the Advanced Manufacturing/ Applied Technology certifications. During this time, WCC was developing a certificate program that was designed towards

improving on the job skills that would excel in the Advance Manufacturing/Applied Technology field.

Occupation Director of Operations
Employer Joseph T Ryerson & Sons, Inc.

Are you currently serving or have you ever served on a public board or commission? No

If so, please list below: *Field not completed.*

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: I travel for my my job. Of course, with this COVID pandemic it has slowed, but I expect when the curves flatten and/or the vaccines are available that travel will increase.

Number of Years Living in Carteret County: 25

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

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Economic Development Foundation Board

One-year terms of the following expires June 30, 2021

- *Commissioner Robin Comer; no application required*
- *Jesse Vinson; application attached*

Other active applications:

- ✓ David Long; application attached
- ✓ Matt Shortway; application attached

Received 05-31-20
Expires 11.30.21

Rachel Hammer

Reappointed 06.15.2020

From: noreply@civicplus.com
Sent: Sunday, May 31, 2020 2:39 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Jesse
Last Name	Vinson
Address	PO Box 827
City	Morehead City
State	NC
Zip	28557
Home Number	252-247-5765
Cell Number	252-241-0491
Fax Number	<i>Field not completed.</i>
Work Number	252-728-1928
E-Mail Address	jvinson@ec.rr.com
Committees of Interest	Economic Development Foundation
Committees of Interest (Second Choice)	Beaufort-Morehead Airport Authority
Experience	In March 2011, I retired from the NC Department of Transportation, Ferry Division after 20+ years of service. My position during my employment with the Ferry Division was Business Officer/Chief Financial Officer; I managed a broad range of business functions for an agency with unique and specialized activities and had oversight for a dynamic budget exceeding \$40 million with multi-dimensional funding sources. Since retirement I have devoted my time to researching economic development and downtown revitalization efforts

throughout the US. I find that many of these economic development and revitalization efforts are very successful while others never really produce visible results. The reasons for the disparity in results are many but seem to center around the existence, or lack thereof, of a solid vision plan for the community

Occupation Airport Manager

Employer Carteret County-Beaufort Airport Authority

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: Board of Adjustment, Economic Development Foundation
Board, Hwy 70 Corridor Commission

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: No anticipated conflicts of interest

Number of Years Living in Carteret County: 30

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Rachel Hammer

From: noreply@civicplus.com
Sent: Tuesday, November 24, 2020 7:32 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	David
Last Name	Long
Address	706 Hedrick BLVD
City	Morehead City
State	North Carolina
Zip	28557
Home Number	9194328889
Cell Number	2527250460
Fax Number	<i>Field not completed.</i>
Work Number	9194328889
E-Mail Address	dwl0626@yahoo.com
Committees of Interest	Eastern Carolina Workforce Development Board
Committees of Interest (Second Choice)	Economic Development Foundation
Experience	While I was the Operations Manager at Ryerson, located in Wayne county, I worked with Mike Haney, MBA who retired from Wayne County Development Alliance, on projects pertaining to advanced manufacturing skills and opportunities. In addition, I worked with Wayne Community College during the developing process of the Advanced Manufacturing/ Applied Technology certifications. During this time, WCC was developing a certificate program that was designed towards

improving on the job skills that would excel in the Advance Manufacturing/Applied Technology field.

Occupation

Director of Operations

Employer

Joseph T Ryerson & Sons, Inc.

Are you currently serving or have you ever served on a public board or commission?

No

If so, please list below:

Field not completed.

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

I travel for my my job. Of course, with this COVID pandemic it has slowed, but I expect when the curves flatten and/or the vaccines are available that travel will increase.

Number of Years Living in Carteret County:

25

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Received 02-15-21
Expires 08-15-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Monday, February 15, 2021 9:59 AM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Matt
Last Name	Shortway
Address	276 Hilltop Road
City	Newport
State	NC
Zip	28570
Home Number	3155294012
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	matt@shortwaybrewing.com
Committees of Interest	Board of Equalization & Review
Committees of Interest (Second Choice)	Economic Development Foundation
Experience	After ten years of active duty military experience and living in seven different states, I've seen several times over the impacts of government decisions and their effects on the area. I would like to do my civil duties in any manner possible. My wife and I have experience in residential and commercial real estate, small business and volunteer organizations. We are currently the proprietors of Shortway Brewing Company and Shortway Commercial Management while raising three children who attend the County School System. Recently moved our

residence from Craven to Carteret to be closer and more involved in the community where our businesses are located.

Occupation Business Owner

Employer Shortway Brewing Company

Are you currently serving or have you ever served on a public board or commission? Yes

If so, please list below: Town of Newport, Recreational Advisory Commission

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed: None

Number of Years Living in Carteret County: 1

Are you a registered voter in Carteret County? Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.) *Field not completed.*

Email not displaying correctly? [View it in your browser.](#)

Peer Recovery Board

Two-year term of Dennis Barber expires June 30, 2021; updated application attached

Other active applications:

- ✓ William Comer; application attached
- ✓ Regina Williams; application attached

Received 05-27-21
Expires 11-27-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Thursday, May 27, 2021 3:23 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Dennis
Last Name	Barber
Address	712 Mandolin Lane
City	Newport
State	North Carolina
Zip	28570
Home Number	252-223-3347
Cell Number	2527253377
Fax Number	252-504-4818
Work Number	252-723-0813
E-Mail Address	Mayorbarber@townofnewport.com
Committees of Interest	Peer Recovery Center Board
Committees of Interest (Second Choice)	<i>Field not completed.</i>
Experience	I am currently a member of the PEER Recovery Board and Past Chairman. I have attended numerous training on Substance abuse prevention and mental health. I have over 20 years working with MH/SA agencies in Carteret County.
Occupation	Deputy Sheriff
Employer	Dennis Barber

Are you currently serving or have you ever served on a public board or commission?

Yes

If so, please list below:

Currently on the PEER Recovery Board and Transportation Advisory Committee.
Past Board: Onslow/Carteret Behavioral Health Board

Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:

None

Number of Years Living in Carteret County:

35 Years

Are you a registered voter in Carteret County?

Yes

Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)

Field not completed.

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Received 12-09-20
Expires 06-09-22

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, December 9, 2020 3:34 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	William
Last Name	Comer
Address	516 Broad Creek Loop Rd. Apt. #5
City	Newport
State	NC
Zip	28570
Home Number	252*-499-9633
Cell Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Work Number	<i>Field not completed.</i>
E-Mail Address	overboardwill@gmail.com
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	Peer Recovery Center Board
Experience	Having convicted of crimes in my teens and having two sons in the same situation I can personally relate to these situations and feel I can assist in its success. Along with this I have seen first hand through peers, family and involvement with those in recovery how necessary these types of programs are. And being they are both often related, I would be a benefit in either.
Occupation	disabled

Employer	N/A
Are you currently serving or have you ever served on a public board or commission?	No
If so, please list below:	<i>Field not completed.</i>
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	None
Number of Years Living in Carteret County:	40
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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Received 04.07.21
Expires 10.07.21

Rachel Hammer

From: noreply@civicplus.com
Sent: Wednesday, April 7, 2021 2:34 PM
To: Ray Hall; Rachel Hammer
Subject: Online Form Submittal: Boards & Commissions Appointment Application

CAUTION: This email originated from outside of the organization. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

Boards & Commissions Appointment Application

First Name	Regina
Last Name	Willims
Address	102 Walking Leaf Dr
City	Newport
State	North Carolina
Zip	28570
Home Number	<i>Field not completed.</i>
Cell Number	252-646-0365
Fax Number	<i>Field not completed.</i>
Work Number	252-444-3119
E-Mail Address	newportfoodie66@yahoo.com
Committees of Interest	Juvenile Crime Prevention Council
Committees of Interest (Second Choice)	Peer Recovery Center Board
Experience	Prior service on the Juvenile Crime Prevention Council including 1 term as Chair. BS Criminal Justice/Psychology Former Guardian ad Litem for New Hanover County Former staff member at Carteret County Domestic Violence safe house
Occupation	Insurance Agent

Employer	Awake Agency of Havelock Inc
Are you currently serving or have you ever served on a public board or commission?	Yes
If so, please list below:	Juvenile Crime Prevention Council
Please explain any anticipated conflict of interest or scheduling difficulties you may have, if appointed:	I do not anticipate any difficulties or conflicts at this time.
Number of Years Living in Carteret County:	39
Are you a registered voter in Carteret County?	Yes
Applicants may attach a resume' or additional information about your interests for the Board of Commissioners to consider. Also, note that this document is considered a public document.)	<i>Field not completed.</i>

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OTHER OUTSTANDING VACANCIES

ADULT HOME COMMUNITY ADVISORY COMMITTEE

Two vacant (initial one-year) terms

AGING PLANNING BOARD

Alternate Senior Tar Heel Legislator

One vacant three-year at-large (60+) representative

BOARD OF EQUALIZATION & REVIEW

Two vacant alternate one-year terms

CARTERET COUNTY AREA TRANSPORTATION ADVISORY BOARD ("CCATS")

Vacant two-year "General Public" term

COUNTY TRANSPORTATION COMMITTEE

Vacant indefinite at-large-Western term

CONSOLIDATED HUMAN SERVICES BOARD

One vacant four-year Consumer/Human Services term

One vacant four-year Psychiatrist term

One vacant four-year Optometrist term

Two vacant four-year General Public terms

Three vacant four-year Consumer terms

CULTURAL & RECREATIONAL ADVISORY BOARD

Vacant three-year term (Commissioner Wheatly's District)

FIRE & EMS COMMISSION

One vacant four-year term (Commissioner Cavanaugh's Representative)

JUVENILE CRIME PREVENTION COUNCIL ("JCPC")

One two-year "Juvenile Defense Attorney" term

One two-year "Member At-Large" term

NEWPORT BOARD OF ADJUSTMENT ("COUNTY ETJ")

Vacant three-year term

NURSING HOME ADVISORY COMMITTEE

Four vacant initial one-year terms

RURAL TRANSPORTATION ADVISORY COMMITTEE

Vacant two-year "Municipal Elected Official" term

TOWN OF CAPE CARTERET BOARD OF ADJUSTMENT (“ETJ”)
Vacant three-year term

TOWN OF CEDAR POINT PLANNING & ZONING BOARD (“ETJ”)
One vacant three-year term

TOWN OF MOREHEAD CITY BOARD OF ADJUSTMENT (“ETJ”)
One vacant three-year term

TOWN OF NEWPORT BOARD OF ADJUSTMENT (“ETJ”)
One vacant three-year term

TOWN OF PELETIER PLANNING BOARD (“ETJ”)
One vacant three-year term

ZONING BOARD OF ADJUSTMENT
One vacant alternate three-year term

JULY 2021 APPOINTMENTS

N/A

CARTERET COUNTY
Board of Commissioners



Agenda
XV.

Meeting Date:
21-Jun-21

Presenter:
Commissioners

ITEM TO BE CONSIDERED

Title: Commissioners' Comments

Brief Summary:

N/A

BACKGROUND

Originating Department	Attachments:
_____	1 N/A
	2 _____
	3 _____
Staff Contact:	4 _____
_____	5 _____

REVIEWED BY

County Manager	_____	County Attorney	_____
Clerk to the Board	_____	ACM/Finance Director	_____

CARTERET COUNTY
Board of Commissioners

Meeting Date:
21-Jun-21

Presenter:
Board



Agenda Item
XVI.

ITEM TO BE CONSIDERED

Title: Adjournment

Brief Summary:

If the Board of Commissioners approves of the agenda item as presented, the following motion(s) is (are) suggested:

Motion to adjourn.

BACKGROUND

Originating Department

Attachments:
1 N/A
2 _____
3 _____
4 _____
5 _____

Staff Contact:

REVIEWED BY

County Manager _____
Clerk to the Board _____

County Attorney _____
ACM/Finance Director _____