

**REGULAR SESSION MINUTES OF THE
PAMLICO COUNTY BOARD OF COMMISSIONERS
MONDAY, DECEMBER 3, 2018**

The Pamlico County Board of Commissioners met in regular session on Monday, December 3, 2018 at 7:00 pm in the Patsy H. Sadler Room of the Pamlico County Courthouse. All Commissioners were present. Also present were County Attorney Dave Baxter, County Manager Tim Buck, Finance Officer Bill Fentress, and Clerk to the Board Courtney L. Norfleet.

Chairman Ed Riggs called the meeting to order.

Chairman Ed Riggs recognized Reverend Grady Simpson to lead the assemblage in prayer. Chairman Ed Riggs led the assemblage in the Pledge of Allegiance.

Chairman Ed Riggs asked if there were any corrections, additions, and/or deletions to the minutes of the Monday, November 19, 2018 meeting. There was one correction. A motion made by Commissioner Candy Bohmert and seconded by Commissioner Pat Prescott was amended to include one correction. The following resolution was unanimously approved.

BE IT RESOLVED, the corrected minutes of the Monday, November 19, 2018 meeting are hereby approved and the Chairman's signature authorized thereon.

Chairman Ed Riggs declared the Public Hearing regarding proposed changes to the Voluntary Agriculture District Ordinance open. There were no members of the public to speak. Chairman Ed Riggs declared the Public Hearing closed.

A motion to approve Budget Amendment to pay legal fees made by Commissioner Candy Bohmert and seconded by Commissioner Ed Riggs failed due to lack of majority vote with Commissioners Missy Baskervill, Ann Holton, Paul Delamar, Pat Prescott, and Carl Ollison casting dissenting votes.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Paul Delamar, the following resolution was unanimously approved.

BE IT RESOLVED, the Budget Amendment tabled from the November 19, 2018 meeting to transfer salary funds budgeted for an Environmental Health Specialist position, currently unfilled, to professional services to pay legal fees incurred by the Health Department is hereby approved.

BE IT FURTHER RESOLVED, any unused funds for the open Environmental Health Specialist position is to be transferred from any Health Department budget lines to the general fund.

Department: **Health**

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

FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100000-439900	Fund Balance Appropriation		\$ 45,770.00
105180-512100	Salaries & Wages		\$ 5140.00
105191-512100	Salaries & Wages		\$ 22,000.00
105111-512100	Salaries & Wages		\$ 2,292.00
105110-512100	Salaries & Wages		\$ 1,588.00
105191-518100	FICA		\$ 1,605.00
105110-518100	FICA		\$ 848.00
105180-518100	Medicare		\$ 574.00
105180-518200	Retirement		\$ 1,560.00
105191-518200	Retirement		\$ 1,538.00
105110-518500	Unemployment Insurance		\$ 214.00
105110-512103	Salary Supplement		\$ 750.00
105110-518600	Worker's Comp		\$ 1,086.00
105180-518300	Health Insurance		\$ 6,575.00

Reason for Budget Revision: Budgeted funds for previously budgeted but unfilled Environmental Health position to be moved back to Fund Balance per Board of Commissioners direction.

Chairman Ed Riggs presented a plaque to Commissioner Ann Holton who retired after sixteen years of service. Everyone thanked Commissioner Holton for her service and dedication to Pamlico County.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Paul Delamar, the old Board adjourned.

Judge Clint Rowe swore in the five (5) Commissioner elects:

- Mr. Doug Brinson
- Mr. Paul Delamar
- Mr. Ed Riggs
- Mr. Carl Ollison
- Ms. Missy Baskervill

Chairman Ed Riggs called the new Board to order.

Attorney Dave Baxter conducted the election of Chairman to the Board of Commissioners.

Commissioner Missy Baskervill nominated Commissioner Paul Delamar as Chairman.

Attorney Dave Baxter conducted the election of Vice-Chairman to the Board of Commissioners.

Commissioner Missy Baskervill nominated Commissioner Ed Riggs as Vice-Chairman.

There were no other nominations.

Attorney Dave Baxter closed the floor to nominations.

BE IT RESOLVED, the following elections are hereby approved.

- **Chairman:** Commissioner Paul Delamar
- **Vice-Chairman:** Commissioner Ed Riggs

On a motion made by Commissioner Pat Prescott and seconded by Commissioner Missy Baskervill, the following resolution was unanimously approved.

BE IT RESOLVED, the following appointments are hereby reaffirmed:

- **County Attorney:** Dave Baxter
- **County Manager:** Tim Buck
- **Clerk to the Board:** Courtney L. Norfleet

Chairman Paul Delamar recognized Tax Administrator, Sarah Davis to present an award received by the department. Ms Davis gave a summary of the process that was implemented by the department and the subject of the award.

Chairman Paul Delamar asked if there were any additions and/or deletions to the agenda. There were three (3) additions to the agenda. On a motion made by Commissioner Candy Bohmert and seconded by Commissioner Missy Baskervill, the following additions were unanimously approved:

- Spanish Oaks Subdivision – Final Plat Approval.
- GoldenLEAF Hurricane Florence Relief Fund Certification and Signature Form.
- Agreement with Pecan Grove Yacht Owner’s Association.

Chairman Paul Delamar asked if there was anyone to speak during public comment period. There was one member of the public to speak.

1. Dr. Michele Parish – Health Department Chair, Pamlico County Board of Health
Dr. Parish respectfully requested tabling the item regarding organizational options of the Health Department until the first meeting in January so that both Boards can meet prior to any decision.

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

BE IT RESOLVED, the following Budget Amendments are hereby approved.

Department: Cooperative Extension

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FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100000-439900	Fund Balance Appropriated		\$ 5,108.94
100226-438330	Young Farmers	\$ 5,108.94	

Reason for Budget Revision: To recognize unused funds that rolled into fund balance prior year.

Department: Enhancement/Preservation Fund

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FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
109910-599035	Transfer To Enhancement/Preservation	\$ 7,407.13	
100000-439900	Fund Balance Appropriated	\$ 7,407.13	
350226-441800	Enhancement/Preservation Revenue	\$ 7,407.13	
354180-555000	Capital Outlays	\$ 7,407.13	

Reason for Budget Revision: To move unused funds that rolled into fund balance prior year.

Department: Animal Control

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FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100600-400000	Miscellaneous Revenue	\$ 634.80	
104380-519900	Contracted Services	\$ 634.80	

Reason for Budget Revision: To recognize restitution revenue received by Animal Control and increase contracted services.

Department: Senior Center

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FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
104930-512100	Salaries and Wages		\$ 29,545.00
104945-512100	Salaries and Wages	\$ 18,410.00	
104945-518100	FICA	\$ 1,639.00	
104945-518101	Medicare Expense	\$ 383.00	
104945-518200	Retirement	\$ 2,069.00	
104945-518300	Insurance	\$ 6,575.00	
104945-518500	Unemployment	\$ 214.00	
104945-518600	Worker's Comp	\$ 255.00	

Reason for Budget Revision: To move funds from Senior Center Salary to SCGPF (104945) to cover Program Assistant salary.

Department: Senior Center

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FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
104930-512100	Salaries and Wages		\$ 41,479.00
104934-512100	Salaries and Wages	\$ 29,174.00	
104934-518100	FICA	\$ 1,882.00	
104934-518101	Medicare Expense	\$ 440.00	
104934-518200	Retirement	\$ 2,377.00	
104934-518300	Insurance	\$ 7,070.00	
104934-518500	Unemployment	\$ 214.00	
104934-518600	Worker's Comp	\$ 322.00	

Reason for Budget Revision: To move funds from Senior Center Salary to NRCOG Nutrition (104934) to cover Nutrition Site Manager salary.

Department: Hurricane Florence

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FISCAL YEAR 2018-2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100000-439900	Fund Balance Appropriation	\$400,000.00	
106600-519900 FLORE	Contracted Services	\$400,000.00	

Reason for Budget Revision: To move funds to cover Hurricane Florence cleanup

BE IT RESOLVED, the request for approval of changes to Voluntary Agricultural District Ordinance is hereby approved.

PAMLICO COUNTY

VOLUNTARY AGRICULTURAL DISTRICT &

ENHANCED VOLUNTARY AGRICULTURAL DISTRICT ORDINANCE

ARTICLE I

TITLE

This program, adopted by the Board of Commissioners of Pamlico County, North Carolina, shall be known as the **Pamlico County Voluntary Agricultural District & Enhanced Voluntary District Ordinance.**

ARTICLE II

AUTHORITY

The articles and sections of this program ordinance are adopted pursuant to the authority conferred by N.C. General Statutes Sections §§106-735 through 106-744 and Chapter 153A.

ARTICLE III

PURPOSE

The purpose of this program ordinance is to promote the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; create awareness of agricultural area within the county; inform non-farming neighbors and potential land purchasers of the presence of agricultural activities; provide the agricultural community an opportunity to provide input to the Pamlico County Commissioners in their decisions that may affect agriculture; and, increase protection from non-farm development and other negative impacts on properly managed farms.

ARTICLE IV

DEFINITIONS

Advisory Board: The Pamlico County Voluntary Agricultural District Advisory Board.

Board of Commissioners: The Board of Commissioners of Pamlico County, North Carolina.

Chairperson: Chairman of the Pamlico County Voluntary Agricultural District Advisory Board

District: A Voluntary Agricultural District & Enhanced Voluntary District established under the terms and conditions of this program by the Board of Commissioners.

Enhanced District: Enhanced Voluntary Agricultural District as established by this ordinance.

ARTICLE V

AGRICULTURE ADVISORY BOARD

A. Creation

The Board of Commissioners shall establish an Advisory Board to implement the provisions of this program.

B. Appointments and Memberships

The Advisory Board shall consist of five members appointed by the Board of Commissioners, plus one appointment by each the governing body of each municipality in which this Ordinance has been made effective by mutual consent, if any, with an effort to have the broadest geographic representation and commodity interest as possible and feasible.

C. Membership Requirements

1. Each board member shall be a Pamlico County resident or land owner.
2. Four of the five County members shall be actively engaged in farming.
3. The four members actively engaged in farming shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Pamlico Soil and Water Conservation District, the North Carolina Cooperative Extension Service, The Farm Service Agency and the Pamlico County Farm Bureau with an effort to have the broadest geographical and commodity representation possible. The fifth member appointed by the County shall have special interest, experience, or education in agriculture and/or rural land preservation.
4. To the extent possible, members of the Advisory Board shall consist of one (1) member from each of the townships in Pamlico County. If an individual cannot be located from a specific township, one may be chosen at large.
5. In the event the Board of Commissioners increases the number of Districts, the Advisory Board may be augmented so there will be a representative for each District. If a particular District is eliminated, the term of its representative to the Advisory Board may be terminated by the Commissioners.
6. Additional members may be appointed to the Board in an *ex officio* capacity from the North Carolina Cooperative Extension Pamlico Center and/or the Pamlico Soil and Water Conservation District. Members serving in an *ex officio* capacity shall neither vote nor count toward quorum requirements.

D. Tenure

The initial Advisory Board is to consist of one (1) appointee for a term of one (1) year, two (2) appointees for a term of two (2) years and two (2) appointees for a term of three (3) years. Initial terms will not begin until July 1 of the year appointed. Thereafter all appointees will serve for a term of three (3) years. Members shall be eligible for reappointment for subsequent terms not to exceed three consecutive terms. After three consecutive terms a member must remain off of the Advisory Board for at least one calendar year before being eligible for reappointment. The terms for the appointment of the initial Advisory Board will be determined by lottery.

E. Vacancies

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term following the same procedure as for the initial appointment. Serving an unexpired term shall not count toward the three terms limit.

F. Removal for Cause

Any member of the Advisory Board may be removed by the Board of Commissioners with or without cause. The Advisory Board may request to the Board of Commissioners that a member be removed for inefficiency, neglect of duty or malfeasance in office. Members missing three (3) consecutive meetings may be considered for removal. Recommendation for removal and replacement shall be made to the Board of Commissioners only upon the majority vote of the Advisory Board. The member(s) being considered for removal cannot vote.

G. Funding

The Board of Commissioners may appropriate funds for the Agricultural Advisory Board to perform its duties. A budget request will be presented to the Board of Commissioners.

H. Advisory Board Procedure

1. Officers - The officers of the Agricultural Advisory Board shall consist of a Chair, a Vice-Chair, and a Secretary/Treasurer.
2. Election – The Advisory Board shall elect officers each year at its first meeting of the fiscal year following the appointment of new members or reappointment of existing members. Officers shall be eligible for re-election for subsequent terms.
3. Terms – Terms of officers shall be one (1) year or until election of his/her successor.
4. Officer Vacancies – If any office is vacant the members of the Advisory Board shall elect a member to fill the office for the remainder of the term. This election may take place at any regular or special meeting.
5. Removal from office – Any officer may be removed from office by a majority vote of the members present at a meeting provided that at least thirty (30) days' notice has been given that removal of an officer will be considered at such meeting.

6. Chair – Roles and Responsibilities

- a. Preside at all meetings and public hearings of the Advisory Board.
- b. Decide on all points of order and procedures unless otherwise directed by a majority vote of the board in session at the time.
- c. Represent the Advisory Board in dealings with the Board of Commissioners or other organizations.
- d. Sign any documents related to the business of the Advisory Board.
- e. Create any committee necessary to investigate matters before the Advisory Board.
- f. Delegate to other members such tasks necessary to perform the duties of the Advisory Board.
- g. See that decisions/duties of the Advisory Board are implemented.
- h. Chair has the same right as other members to vote on matters or to speak for or against such matters.

7. Vice-Chair – Roles and Responsibilities

- a. Serve as acting Chair in the absence or disability of the Chair. While doing so, shall have same powers and duties as Chair.
- b. Assist Chair as requested.

8. Secretary/Treasurer – Roles and Responsibilities

- a. Serve as acting Chair in the absence of the Chair and Vice-Chair. While doing so, shall have same powers and duties as Chair.
- b. Be responsible for making a record of the proceedings of the Advisory Board.
- c. Serve as custodian of the Board's minutes and records.
- d. Prepare the agenda for meetings in consultation with the Chair.
- e. Provide notices of special meetings.
- f. Serve as representative for all financial matters of the Advisory Board.
- g. Receive and inform the members of correspondence or directives concerning the business of the Advisory Board.
- h. Attest to the signature of the Chair on documents as needed.
- i. Maintain close communication with the Chair concerning business or issues of the Advisory Board.

9. Determination of Procedure

The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.

10. Board Year

The Advisory Board shall use the County fiscal year, July 1st – June 30th, as its meeting year.

11. Meetings

- a. Regular Meetings – Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board may specify in its rules of procedure or upon the request of at least a majority of the Advisory Board Membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted as far in advance as possible on the door of the meeting site and by advertisement in local newspapers or by other means of public dissemination of the meeting dates as may be agreed upon by at least a majority of the Advisory Board Membership. All meetings shall be open and public.
- b. Special Meetings – may be called at any time by the Chair or the Advisory Board. Notice shall be provided in accordance with NC Open Meeting Laws.
- c. Cancellation of Meetings – The Chair may cancel any regular or special meeting by giving notice to the Advisory Board and the public in accordance with NC Open Meetings Laws.
- d. Quorum – At least a majority of the members, including at least one (1) officer, must be present in order to conduct business.
- e. Conflict of Interest – Advisory Board members may not deliberately vote on any issue in which he/she, or a member of their immediate household, has a direct financial interest. These members shall, on motion and vote, be excused from discussing and voting on any such matter.
- f. Voting – All members shall vote on each issue made in the form of a motion, unless they have been excused from that vote. All abstaining from voting and not previously excused from that vote will be counted in favor of the motion. All silent votes will be counted in favor of the motion. The vote of the majority of the members present shall be sufficient to decide matters. The Chair shall be allowed to comment and vote on matters before the Advisory Board.
- g. Administrative – The Advisory Board may contract with the N.C. Cooperative Extension office to serve the Advisory Board for record keeping, correspondence, application procedures under this Ordinance, and whatever services the Board needs to complete its duties.

I. Duties

Powers and duties of the Advisory Board shall be those authorized and required by NC General Statute Chapter 106, Article 61, the Pamlico County Voluntary Agricultural District Ordinance and the Pamlico County Board of Commissioners. Duties shall include but are not limited to:

1. Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land, or forestland in Voluntary Agricultural Districts or Enhanced Voluntary Agricultural Districts;
2. Make recommendations concerning the establishment and modification of agricultural districts;
3. Hold public hearings pursuant to Article XII of this Ordinance.
4. Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy, horticultural or forestry activities within the county that will affect agricultural districts.
5. Review and make recommendations concerning proposed amendments to this ordinance.
6. Develop a draft countywide farmland protection plan as defined in N.C.G.S. §106-744 for presentation to the Board of Commissioners;
7. Study additional methods of protection for farming, horticulture, forestry and the attendant land base and make recommendations to the Board of Commissioners;
8. Perform other agriculture, horticultural, and forestry–related tasks or duties assigned by the Board of Commissioners.

ARTICLE VI

**CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS
AND ENHANCED VOLUNTARY AGRICULTURAL DISTRICTS**

A. Regions

Pamlico County is hereby divided into five (5) regions as defined below:

1. Township 1
2. Township 2
3. Township 3
4. Township 4
5. Township 5

B. Implementation

In order to implement the purposes stated in Article III, this program provides for the creation of a Voluntary Agricultural District & Enhanced Voluntary District, which shall meet the standards contained in G.S. §106-737, and which must contain the following minimum acreage requirements:

- Agricultural - 10 acres
- Timber - 20 acres
- Horticulture - 5 acres

All land enrolled in a region (township), defined in section A, above, shall be part of a single District. If a single farm has acreage in two or more regions, the farm shall participate in the District where the largest acreage is found. All land in a region as defined in section A, above, shall be treated as a single District.

C. Education

The Board of Commissioners may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of the Districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the farmland preservation program.

D. Addition and Withdrawal

1. Qualifying farmland in a region with an existing District shall be added to the District as herein provided.
2. In the event that one or more participants in the District or Enhanced District withdraw and results in the remaining land being noncontiguous, a Voluntary Agricultural District will continue to exist so long as there is one qualifying farm.

ARTICLE VII

CERTIFICATION AND QUALIFICATION OF FARMLAND

A. Requirements

To secure county certification as qualifying farmland in either a Voluntary Agricultural District or Enhanced Voluntary Agricultural District, a farm must meet the standards contained in G.S. Section §106-737, and which must contain the following minimum acreage requirements:

- Agricultural - 10 acres
- Timber - 20 acres
- Horticulture - 5 acres

ARTICLE VIII
APPLICATION, APPROVAL, AND APPEAL PROCEDURE

A. Application Procedure

1. A landowner may apply to participate in either the Voluntary Agricultural District or the Enhanced Voluntary Agricultural District program by making application to the chairperson of the Advisory Board or a designated staff person and must designate the application as for either the Voluntary Agricultural District status or Enhanced District status. The application shall be on forms provided by the Advisory board. The process will begin with the certification of the farmland to insure eligibility. A nonrefundable application fee of \$ [REDACTED] is due when the application is submitted.

2. A conservation agreement (required by N.C.G.S. §106-737 and defined in N.C.G.S. §121-35) suited to district type (VAD or Enhanced VAD) designated by the landowner to sustain, encourage, and promote agriculture must be executed by the landowner and recorded with the Advisory Board, which Advisory Board shall record an original of such with the Pamlico County Registrar of Deeds. Permitted uses include agriculture, horticulture, and forestry. Conservation Agreements for the Enhanced Voluntary Agricultural District program may, at the election of the parties, include provision requiring that any disputes between the county and the landowner be resolved through arbitration or mediation and in the event of litigation, that the prevailing party be awarded costs, including reasonable attorney fees. The Conservation Agreement for the Enhanced Voluntary Agricultural District shall be binding upon all successors in interest to the landowner, except for successors in interest resulting from the exercise of rights under a security interest or lien that preceded the Conservation Agreement.

B. Approval Process

1. Upon submission of the application to the Advisory Board, the Advisory Board shall meet within sixty (60) days to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the District.

2. Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the Advisory Board prior to the date set for the Advisory Board to vote on the application.
 - a. The Pamlico County Tax Assessors Office
 - b. The Pamlico County N.C. Cooperative Extension
 - c. The Pamlico Soil & Water Conservation District
 - d. The County Manager
 - e. The County Planning Board

C. Appeal

If an application is denied by the Advisory Board, the landowner may, within thirty, (30) days of notification of disapproval of the application, request in writing that the Advisory Board reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the decision to the Board of Commissioners. That appeal shall be presented in writing. The decision of the Board of Commissioners is final.

ARTICLE IX

REVOCAATION, ENFORCEMENT, AND RENEWAL OF CONSERVATION AGREEMENTS

A. Revocation and Enforcement

1. District. By providing written notice to the Advisory Board, a landowner of qualifying farmland within a Voluntary Agricultural District may revoke the Conservation Agreement or the Advisory Board may revoke the same Conservation Agreement based on noncompliance by the landowner, subject to the same provisions as contained in Article VIII(C) for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any Conservation Agreement prior to its expiration. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). Transfers of land in a Voluntary Agricultural District due to death of the landowner, sale or gift shall not revoke the Conservation Agreement unless the land no longer qualifies for the present-use-value taxation program or, in the event that there are water or sewer assessments held in abeyance, the new owner fails to agree in writing to accept liability for those assessments in the event that the land is withdrawn either voluntarily or involuntarily from the district. Enforcement of the terms of a Conservation Agreement for land enrolled in a Voluntary Agricultural District shall be limited to revocation of the Conservation Agreement and the benefits derived therefrom.

2. Enhanced District. Conservation Agreements for land within Enhanced Districts are irrevocable for a period of 10 years. Enforcement of the terms of the Conservation Agreement may be through an action for injunctive relief and/or damages in a court of competent jurisdiction. The County may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the Advisory Board shall revoke this Conservation Agreement for cause, the landowner shall have the appeal rights set forth in Article VIII(C). The right to terminate program benefits is in addition to any legal rights that the County may have under either this Ordinance or the terms of the applicable Conservation Agreement. The county may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the Conservation Agreement.

B. Renewal

1. District. A Conservation Agreement for land within a Voluntary Agricultural District shall not, nor need to be renewed, as it continues in perpetuity until termination in accordance with this Ordinance.
2. Enhanced District. A Conservation Agreement for the Enhanced Voluntary Agricultural District shall be deemed automatically renewed for an additional term of 3 years, unless either the Advisory Board or the landowner gives written notice to the contrary prior to the termination date of the Conservation Agreement. At the end of each three (3) year term, the Conservation Agreement shall automatically renew for an additional three (3) year term unless notice of termination is given.

ARTICLE X

WAIVER OF WATER ASSESSMENTS

A. No Connection Required

1. A landowner belonging to the District shall not be assessed for or required to connect to the Pamlico County Water System.
2. A landowner belonging to an Enhanced District shall not be assessed or required to connect to the Pamlico County Water System.

B. Abeyance

1. If applicable, water assessments will be held in abeyance, without interest, for farms, whether inside or outside of a District, until improvements on such property are connected to the water system for which the assessment was made.
2. If applicable, water and other utility assessments shall be held in abeyance, without interest, for farms in an Enhanced District, until improvements on such property are connected to the utility system for which the assessment was made.

C. Termination of Abeyance

When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

D. Suspension of Statute of Limitations

Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest. The landowner may be required to sign an acknowledgement (that may be incorporated into the Conservation Agreement) of the abeyance of the statute of limitations upon collecting water and other utility assessments.

E. Other Statutory Abeyance Procedures

Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under N.C.G.S. 153A-201 or other applicable law.

F. Conflict with Water and/or Sewer System Construction and Improvement Grants

To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the County unless the County has entered into an agreement with the entity (ies) owning the utilities and that agreement provides that this Ordinance shall apply.

ARTICLE XI

ADDITIONAL ENHANCED AGRICULTURAL DISTRICT BENEFITS

Land enrolled in the Enhanced Voluntary Agricultural District program is to be entitled to all of the benefits available under the Voluntary Agricultural District program and to the following additional benefits:

A. Sale of Non-farm Products

Landowners participating in Enhanced Districts may receive up to twenty-five percent of gross sales from the sale of non-farm products and still qualify as a bona fide farm that is exempt from county zoning regulations under N.C.G.S 153A-340(b). A landowner seeking to benefit from this subsection shall have the burden of establishing that the property's sale of non-farm products did not exceed twenty-five percent of its gross sales. A county may adopt an ordinance pursuant to this section that sets forth the standards necessary for proof of compliance.

B. Agricultural Cost Share Program

Landowners participating in Enhanced District are eligible under N.C.G.S. 143-215.74(b) to receive higher percentage of cost-share funds for the benefit of that farmland under the Agriculture Cost Share Program established pursuant to Part 9 of Article 221 of Chapter 143 of the General Statutes for funds to benefit that farmland.

C. Priority Consideration

State departments, institutions, or agencies that award grants to farmers are encouraged to give priority consideration to landowners participating in Enhanced Districts.

D. Utility Assessment Abeyance

As provided in Article X above, abeyance of all county utility assessments in, addition to the abeyance of water assessments, shall apply to all participants in Enhanced Districts.

ARTICLE XII
PUBLIC NOTICE

A. Purpose

N.C.G.S. Section 106-740 provides that a county ordinance that establishes a farmland preservation program may provide that no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a voluntary agricultural district or an enhanced voluntary agricultural district until such agency has requested the local agricultural advisory board established under G.S. 106-739 to hold a public hearing on the proposed condemnation. This Article provides for such a hearing.

B. Procedure

1. Upon receiving a request, the Advisory Board shall publish notice describing the proposed action in the appropriate newspapers of Pamlico County within five (5) business day of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within no less than fifteen (15) and no more than twenty-five (25) days of receipt of the request.
2. The Advisory Board shall meet to review:
 - a. if the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and
 - b. alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the District within which the proposed action is to take place.
3. The Advisory Board shall consult with the Pamlico Soil and Water Conservation District Conservationist, County Agricultural Extension Agent and may consult with any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action. Land value will not be a factor in the selection between properties under consideration for the proposed action.
4. Within no less than fifteen (15) days after the public hearings, the Advisory Board shall make a report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public for comment prior to its being conveyed to the decision-making body of the agency proposing the acquisition.
5. There will be a period of ten (10) days allowed for public comment on the report of the Advisory Board.
6. After the ten (10) day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision-making body of the agency proposing the acquisition.
7. The total time period, from the day that request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed sixty (60) days. If the agency agrees to an extension, the

agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

8. Pursuant to N.C.G.S. 106-740, the Board of Commissioners shall not permit any formal initiation of condemnation by local agencies while the proposed condemnation is properly before the Advisory Board.

ARTICLE XIII

NOTIFICATION

A. Record of Notice of Proximity to Voluntary Agricultural District or Enhanced Voluntary Agricultural District.

1. Procedure for Notification

Upon certification of qualifying farmland and designation of real property as a District, the title to that qualifying farmland and real property, which is contained in the Pamlico County Land Records System shall be indexed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is located within one-half aerial mile of a Voluntary Agricultural District or Enhanced Voluntary District. The purpose of such notification is to inform current and potential residents and property owners in and adjacent to a Voluntary Agricultural District or Enhanced Voluntary Agricultural District, that farming and agricultural activities may take place in this District any time during the day or night. The activities may include, but are not limited to the following: pesticide spraying, manure spreading, machinery and truck operations, burning, livestock operations, logging, and other common farming and forestry activities.

2. The following notice shall be made available to everyone recording a deed or plat with the Register of Deeds:

NOTICE TO REAL ESTATE PURCHASERS IN PAMLICO COUNTY

PAMLICO COUNTY AGRICULTURAL DISTRICTS

Pamlico County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the county to inform all purchasers of real property within one-half aerial mile of a Voluntary Agricultural District or Enhanced Voluntary Agricultural District that certain agricultural activities, including but not limited to the following: pesticide spraying, manure spreading, machinery and truck operations, burning, livestock operations, logging and other common farming and forestry activities may take place in these districts any time

during the day or night. Maps of the location of Voluntary Agricultural Districts and Enhanced Voluntary Agricultural Districts can be obtained through the overlay system provided to all county offices and the general public through internet access by the Tax Assessor's Office.

3. Limit of Liability

In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this Ordinance.

4. No Cause of Action

In no event shall any cause of action arise out of the failure of a person researching the title of a particular tract to report to any person the proximity of the tract to qualifying farm or Voluntary Agricultural District & Enhanced Voluntary Agricultural District as defined in this Ordinance.

B. Signage

Signs identifying approved agricultural districts may be placed along the rights-of-way of major roads that pass through or next to those districts or as deemed appropriate by the Advisory Board, or its administrative agent for the county's agricultural district program. Members of the Agricultural District may place signs on their individual farms denoting their Agricultural District membership. Placement of signage shall be coordinated with the North Carolina Department of Transportation and Pamlico County, when applicable.

C. Maps

Maps identifying approved Voluntary Agricultural Districts and Enhanced Voluntary Agricultural Districts can be obtained through the overlay system provided to all county offices and the general public through internet access by the Tax Assessor's Office.

ARTICLE XIV

SUBDIVISION ORDINANCE AND OTHER

LAND USE ORDINANCES REVIEW

Developers of subdivisions, planned unit developments, condominiums or group housing projects shall designate on preliminary and final plats and maps, the existence of all Districts and Enhanced Districts within one-half aerial mile of the proposed development.

ARTICLE XV

CONSULTATION AUTHORITY

The Advisory Board may consult with the Pamlico Soil and Water Conservation District, the N.C. Cooperative Extension Office, The North Carolina Department of Agriculture and Consumer Services, and any other such agency, individual, or organization the Advisory Board deems necessary to properly conduct its business.

ARTICLE XVI

NORTH CAROLINA AGENCY NOTIFICATION

Annually Report to the North Carolina Department of Agriculture and Consumer Services

A copy of this shall be sent to the Office of the North Carolina Commissioner of Agriculture and Consumer Services, the Board of Commissioners, the County Office of North Carolina Cooperative Extension, and the Soil and Water Conservation District office after adoption. At least annually the county shall submit a written report to the Commissioner of Agriculture and Consumer Services on the county's agricultural district program, including the following information:

1. Number of landowners enrolled;
2. Number of acres enrolled;
3. Number of acres certified during the reporting period;
4. Number of acres denied during the reporting period;
5. Number of acres for which applications are pending;
6. Copies of any amendments to this Ordinance; and
7. Any other information the Advisory Board deems useful.

ARTICLE XVII

LEGAL PROVISIONS

A. Severability

If any article, section, subsection, clause, phrase or portion of this ordinance is for any reason invalid or unconstitutional as determined by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

B. Conflict with other Ordinances and Statutes

Whenever the provisions of this Ordinance conflict with other ordinances of Pamlico County, this Ordinance shall govern. Whenever the provisions of any federal or state statute require more restrictive provisions that are required by this Ordinance, the provisions of such statute shall govern.

C. Amendments

After notification and in consultation with the Agricultural District Advisory Board this Ordinance may be amended from time to time by the Pamlico County Board of Commissioners, subject to a public hearing, notice given thirty (30) days prior.

ARTICLE XVIII

ENACTMENT

The Pamlico County Board of Commissioners hereby adopts and enacts the preceding articles and sections of the Ordinance.

Adopted this the ____ day of _____, 20____.

Motion for adoptions by Commissioner and seconded by _____.

Pamlico County Board of Commissioners

(County Seal)

Chairperson

Attest:

Clerk to Board of Commissioners

BE IT RESOLVED, the request for approval of starting salary for Ms. Danielle Jones in the amount of \$28,783 is hereby approved.

BE IT RESOLVED, the request for approval to increase Mr. Dustin Winnings' salary to \$34,636 to reflect promotion from Deputy I to Investigator I retroactive to March 19, 2018 is hereby approved.

BE IT FURTHER RESOLVED, the request to authorize staff to make necessary budget amendments is hereby approved.

BE IT RESOLVED, the request for approval of Juvenile Crime Prevention Council (JCPC) Board Appointments is hereby approved.

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Henry Rice	Pamlico County Schools	<input checked="" type="checkbox"/>		
2) Chief of Police			<input type="checkbox"/>		
3) Local Sheriff or designee	Wade Sawyer	Pamlico County Sheriffs Dept	<input checked="" type="checkbox"/>		
4) District Attorney or designee	Christy Hawkins	Asst. DA	<input type="checkbox"/>		
5) Chief Court Counselor or designee	Stacy Huss	Chief Court Counselor	<input type="checkbox"/>		
6) Director, AMH/DD/SA, or designee	Jean Kenefick	Trillium	<input type="checkbox"/>		
7) Director DSS or designee	Debbie Green	Pamlico DSS	<input type="checkbox"/>		
8) County Manager or designee	Tim Buck	County Manager	<input type="checkbox"/>		
9) Substance Abuse Professional			<input type="checkbox"/>		
10) Member of Faith Community			<input type="checkbox"/>		
11) County Commissioner	Paul Delamar	Commissioner	<input type="checkbox"/>		
12) Two Persons under age 18 (State Youth Council Representative, if available)			<input checked="" type="checkbox"/>		
13) Juvenile Defense Attorney			<input type="checkbox"/>		
14) Chief District Judge or designee	Pam Spain	NC Courts	<input type="checkbox"/>		
15) Member of Business Community			<input type="checkbox"/>		
16) Local Health Director or designee	Scott Lenhart	Health Director	<input type="checkbox"/>		
17) Rep. United Way/other non-profit	Dennis Sawyer	Arapahoe Charter School	<input type="checkbox"/>		
18) Representative/Parks and Rec.	Garry Cooper	Pamlico Co	<input type="checkbox"/>		
19) County Commissioner appointee	June Hardison	Counselor	<input type="checkbox"/>		
20) County Commissioner appointee	Shelia Stansberry	Pamlico DSS	<input type="checkbox"/>		
21) County Commissioner appointee	Robert Keeter	NCDPS	<input type="checkbox"/>		
22) County Commissioner appointee	Steve Hollowell	Clerk of Court	<input type="checkbox"/>		
23) County Commissioner appointee	Kathryn Kaushagen		<input type="checkbox"/>		
24) County Commissioner appointee					
25) County Commissioner appointee					

BE IT RESOLVED, the request for approval of resolution requesting additional State funding for the JCPC Program is hereby approved.

**PAMLICO COUNTY
BOARD OF COMMISSIONERS
P.O. BOX 776, BAYBORO, NC 28515**

**Pamlico County Board of Commissioners Resolution
Supporting
Juvenile Crime Prevention Council Allocation Expansion**

WHEREAS, Juvenile Crime Prevention Council (JCPC) funding is a partnership between the State of North Carolina and the County to ensure a local continuum of services for court involved and at-risk juveniles; and,

WHEREAS, the Juvenile Crime Prevention Council, under the authority of NCGS§143B-851, and within the scope of its powers and duties, “Each County Council shall annually review the needs of juveniles in the county who are at risk of delinquency or who have been adjudicated undisciplined or delinquent and the resources available to address those needs. In particular, each County Council shall assess the needs of juveniles in the county who are at risk or who have been associated with gangs or gang activity, and the local resources that are established to address those needs,” and,

WHEREAS, the Juvenile Justice Reinvestment Act passed in 2017, also referenced as North Carolina’s Raise the Age legislation, expands the age of juvenile jurisdiction, increasing it to include juveniles ages 16 and 17 years of age effective December 1, 2019; and,

WHEREAS, Raise the Age legislation also encourages the formulation of School Justice Partnerships to address the reduction of school-based juvenile complaints; and,

WHEREAS, Raise the Age legislation will increase the need for immediate and age-appropriate sanctions and diversion services for juvenile offenders and those at-risk of delinquency; and,

WHEREAS, JCPC funding has seen no increase in more than nine years; and,

WHEREAS, the effort to immediately and effectively address juvenile offending behavior is an evidence-based investment in North Carolina’s future;

NOW, THEREFORE BE IT RESOLVED, that Pamlico County fully supports an adequate and timely increase of local Juvenile Crime Prevention funding to ensure program expansion and

successful implementation of the Juvenile Justice Reinvestment Act Raise the Age Legislation, set for December 1, 2019.

Adopted this 3rd day of December, 2018.

Chairman

Clerk to the Board

BE IT RESOLVED, the request for approval of Sheriff Chris Davis' bond in the amount of \$25,000 with the original filed with the Clerk of Court is hereby approved.

BE IT RESOLVED, the request for approval of Spanish Oaks Subdivision final plat is hereby approved.

BE IT RESOLVED, the request for approval to sign GoldenLEAF NC Hurricane Relief Fund Certification and Signature Form is hereby approved.

BE IT RESOLVED, the request for approval of Agreement with Pecan Grove Yacht Owner's Association and for County Manager, Finance Officer, and County Attorney be authorized to make needed changes and to sign the final agreement is hereby approved.

SUB-AWARD GRANT AGREEMENT

PECAN GROVE YACHT OWNERS ASSOCIATION, INC.

THIS SUB-AWARD GRANT AGREEMENT made and entered into this 3rd day of December 2018, by and between **PAMLICO COUNTY** and **PECAN GROVE YACHT OWNERS ASSOCIATION, INC.**, is as follows:

W I T N E S S E T H

ARTICLE I

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

- 1.1 “Agreement”** – means and refers to this Sub-award Grant Agreement.
- 1.2 “Award”** – means and refers to the amount awarded to Pamlico County as described in the Grant Agreement in the amount of \$89,298.00.
- 1.3 “County”** – means and refers to Pamlico County, a body politic and corporate.
- 1.4 “County Engineer”** – means and refers to Pamlico County’s contracted engineer, who is, at the time of this Agreement, Rivers & Associates, Inc.
- 1.5 “Effective Date”** – means and refers to December 3, 2018.
- 1.6 “Escrow Agent”** – means and refers to Sumrell Sugg, P.A. acting as escrow agent for Grant funds pursuant to the Escrow Agreement.
- 1.7 “Escrow Agreement”** – means and refers to the agreement for the escrow and transfer of Grant funds by Escrow Agent for completion of the project, which is attached hereto as Exhibit C and is incorporated by reference as if fully stated herein.
- 1.8 “Funding Request”** – means and refers to each request for Sub-award funding submitted to Escrow Agent by Pecan Grove and approved by the County Engineer in the written form found in Exhibit B attached hereto.
- 1.9 “Grant”** – means and refers to the Shallow Draft Navigation Channel Dredging & Aquatic Weed (SDNCD&AW) grant received by County from the North Carolina Department of Environmental Quality for the purpose of dredging Shop Gut Channel – Grant Contract No. 7665, which includes the Award and Matching Funds.
- 1.10 “Grant Agreement”** – means and refers to the Financial Assistance Agreement for Grant funding entered into between the County and the North Carolina Department of Environmental Quality on _____, 20____, which is attached hereto as Exhibit A and is incorporated by reference as if fully stated herein.
- 1.11 “Granting Agency”** – means and refers to the North Carolina Department of Environmental Quality.
- 1.12 “Pecan Grove”** – means and refers to Pecan Grove Yacht Owners Association, Inc., a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina.
- 1.13 “Matching Funds”** - means and refers to the amount of matching funds required as a part of receiving the Award as described in the Grant Agreement in the amount of \$46,002.00.
- 1.14 “Parties”** – means and refers to County and Pecan Grove collectively.

1.15 “Project” – means and refers to the dredging of Shop Gut Channel as described in the Grant Agreement.

1.16 “Project Documents” – means all documentation containing project specifications necessary for completion of the projects, including all documents contained in the Grant Agreement and its attachments.

1.17 “Sub-award” – means and refers to the total of any amount of the Grant that is disbursed to Pecan Grove necessary to complete the Project.

ARTICLE II

Recitals

2.1 County has agreed to act as a Grant recipient from the Granting Agency for administration of the Grant.

2.2 County has agreed to provide Sub-award to Pecan Grove to fund completion of the Project.

2.3 County and Pecan Grove have agreed to enter in to this Agreement to define the right of responsibilities of the Parties with respect to the Grant, Sub-award, and performance and completion of the Project.

ARTICLE III

Term of the Agreement

The term of this Agreement shall be a period of time beginning on the Effective Date and ending upon completion of the Project unless otherwise terminated in accordance with the terms of this Agreement.

ARTICLE IV

Responsibilities of Pecan Grove

As consideration for this Agreement, Pecan Grove agrees to the following:

4.1 To use the Sub-award appropriated by the County in the manner and for the purposes as stated on the Grant Agreement, which is attached hereto as Exhibit A and is incorporated by reference into this Agreement.

4.2 Provide the required Matching Funds in the amount of \$46,002.00 as described in

the Grant Agreement in accordance with the terms of this Agreement and the Escrow Agreement.

4.3 Provide any change orders applicable to the Project to County for approval prior to their approval by Pecan Grove. County approval of any change order shall be a prerequisite for approval by Pecan Grove.

4.4 Provide in full to Escrow Agent in a reasonable and timely manner any amount exceeding the Grant amount necessary to complete the Project due to any change order or otherwise.

4.5 In connection with the performance of this Agreement, Pecan Grove shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

4.6 Pecan Grove shall maintain all accounts, books, ledgers, journals, and records regarding Grant and Project in accordance with generally accepted accounting principles, practices and procedures and state and federal law. All books and records of Grant and Project shall be maintained by the Pecan Grove for a period of at least six (6) years from the date of the final payment under this Agreement and shall be made available for inspection, copying, audit or evaluation by County upon request during regular business hours of the County.

4.7 Sales taxes are not eligible for reimbursement or applied against any Grant funds. As a non-profit agency, Pecan Grove is responsible to file with the State of North Carolina for any sales taxes paid for which it is due a refund.

4.8 Pay all required fees of the County Engineer as required by this Agreement, which may not be paid from Grant funding.

ARTICLE V

Responsibilities of County

5.1 County agrees to deposit Award in the amount of \$89,298.00 with Escrow Agent.

5.2 County agrees to provide funding to Pecan Grove through Escrow Agent as a Sub-award for completion of the Project as described in and subject to this Agreement, the Grant Agreement and Project Documents.

ARTICLE VI

Sub-award Funding for Project

6.1 Conditions to all Disbursements:

(a) Upon execution and delivery of this Agreement and the Grant Documents, Escrow Agent shall disburse Grant to pay the costs of the Project requested by Pecan Grove and approved by County, including, without limitation, dredging operations and maintenances of a spoils site. The obligation of the Escrow Agent to disburse any Sub-award shall be subject to the satisfaction of the following conditions:

- (i) That County has received all of the items set forth in Section 6.2 hereof, including all permits for the Project.
- (ii) That the representations and warranties made in this Agreement shall be true and correct as and on the date of each disbursement with the same effect as if made on such date.
- (iii) That there shall be no continuing defaults or Event of Default under this Agreement or the Grant Agreement at the time of any disbursement request.
- (iv) That all fees are paid as due pursuant to the terms of this Agreement.
- (v) That such other reasonable conditions which County may request shall be satisfied.

(b) Escrow Agent shall commence disbursing the Grant in accordance with subsection 6.5 hereof after the previous conditions listed in 6.1 have been satisfied, and there are no continuing defaults or Events of Default hereunder.

6.2 Required Items: The obligation of the Escrow Agent to disburse any proceeds of the Grant shall be subject to receipt by County of the following documents, all of which must be in form and substance acceptable to County:

(a) Plans and Specifications for the Project as approved by the County, through review by the County Engineer (which approval shall not be unreasonably withheld or delayed) and by any necessary governmental authority, along with detailed budget costs to be incurred in connection with the Project, including, without limitation, a complete description of hard and soft costs associated therewith;

(b) The dredging contract and any other contract associated with the Project;

(c) Any depth survey performed by a surveyor containing the information satisfactory to the County through review by the County Engineer;

(d) Evidence of permits, compliance with all environmental and other laws applicable to the Project and the availability of adequate spoils site for the Project, reasonably satisfactory to the County through review by the County Engineer;

(e) Contractor's bond and certificates of insurance, insurance binders, or copies of insurance policies, in form and substance to comply with County's policy in regard to property and casualty, Workers' Compensation, and general liability insurance for its contractors.

6.3 Use of Sub-award: Pecan Grove shall use the Grant only for the purpose of paying the direct expenses of completing the Project.

6.4 Grant in Balance: It is expressly understood and agreed that the Grant provided for herein shall at all times be in balance. The Grant shall be deemed to be in balance only when the undistributed proceeds of the Grant after provisions for all retainages, shall equal or exceed the amount necessary, based on the County's reasonable estimate of the total remaining cost of the Project, to pay for all work done or to be done and expenses for the completion of the Project. Pecan Grove agrees that if for any reason the amount of such undistributed Grant shall at any time be or become insufficient for such purpose, regardless of how such insufficiency may arise or be caused, the Pecan Grove shall: (i) upon the written request of the County, within five (5) days of such request, furnish to the County evidence reasonably satisfactory to the County of such insufficiency; and (ii) not less than ten (10) days prior to the time that the item or expense giving rise to such insufficiency becomes due and payable, or upon the written request of the County, deposit with the Escrow Agent funds sufficient to satisfy the amount of such insufficiency, which deposit shall then first be exhausted before any further disbursement of the Grant shall be made.

6.5 Disbursement Procedure

(a) Escrow Agent shall not be required to make any disbursements from the balance of the Grant proceeds, except as the Project commences and Funding Requests from time to time are submitted by Pecan Grove which disbursements shall be made in accordance with such Funding Request and this Agreement. County may at all times withhold disbursements sufficient in its reasonable opinion to complete the Project.

(b) Pecan Grove shall submit from time to time disbursement requests executed by the Pecan Grove, Pecan Grove's engineer (if any) and the contractor being paid by the requested funding, together with statements signed by the Contractor stating the amounts due or to become due for work and materials to date thereof to subcontractors, materialmen, and laborers. At the County's sole discretion, the County may at any time require the County Engineer to submit periodic reports to the County and to inspect the Project, at Pecan Grove's expense, which reports and inspections must be reasonably satisfactory to the County, prior to any disbursement.

(c) As provided herein, Escrow Agent shall then make available for payment to Pecan Grove the net amount of the Sub-award requested.

(d) Pecan Grove further agrees that all funding made available in accordance with the procedure hereinabove referred to, shall be used only for the Project and related costs. The County shall require proper evidence of the aforesaid payments before being compelled to make additional payments.

ARTICLE VII

Termination

7.1 Mutual Termination: This Agreement may not be terminated by either party except as provided herein or by a written agreement signed by both Parties.

7.2 Termination for Cause: If Pecan Grove fails to perform its obligations under this Agreement, or if the Pecan Grove violates any of the provisions of this Agreement, the County shall have the right to immediately terminate this Agreement by giving written notice to the Pecan Grove of such termination. If the Agreement is terminated by the County, all unexpended funds at the time of such termination shall be promptly repaid to the County. The Pecan Grove shall be fully liable to the County for all improperly expended funds in the same amount, as the County is found liable for repayment by the Granting Agency.

7.3 Insolvency of Pecan Grove: County shall have the right, in its discretion, to declare the Agreement terminated, if (i) by the order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of Pecan Grove, or of a major part of its property, shall be appointed and the order

shall not have been discharged within sixty (60) days, or if, by decree of such a court, Pecan Grove shall be adjudicated insolvent or a major part of its property shall have been sequestered and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize Pecan Grove pursuant to the Federal Bankruptcy Code or any other similar statute applicable to Pecan Grove, as now or hereinafter in effect, shall be filed against Pecan Grove and such petition shall not be dismissed within sixty (60) days after such filing, or Pecan Grove shall be adjudicated bankrupt or shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law; or (ii) Pecan Grove shall make an assignment for the benefit of its creditors, shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of a major part of its property.

ARTICLE VIII

Indemnity and Representations

8.1 Indemnification: Pecan Grove shall indemnify County against all expenses, liabilities and claims of every kind, including reasonable attorneys' fees, incurred in favor of any person or entity arising out of either a failure by the Pecan Grove to perform any of the terms or conditions of this Agreement, or failure by Pecan Grove to comply with any law of any governmental authority which may arise in the course of the performance of this Agreement.

8.2 Authority: Pecan Grove and County represent and warrant that it has the legal right and authority to enter into this Agreement and to perform the respective obligations hereunder.

ARTICLE IX

Miscellaneous

9.1 Amendment: This Agreement may not be modified or amended except by subsequent written agreement authorized by each party and signed by authorized representatives of both Parties.

9.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent

they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

9.3 Entire Agreement: This document contains the entire Agreement between the Parties, and no statement, oral or written, made by either party or agent of either Party that is not contained in this Agreement shall be valid or binding.

9.4 Remedies: This Agreement shall be enforceable by the Parties hereto by all remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

9.5 Covenant of Further Assurances: County and Pecan Grove agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement and that each shall have an ongoing duty of good faith and fair dealing with the other.

9.6 Assignment: No assignment (in whole or in part), delegation, transfer, or novation of this Agreement or any part thereof shall be made unless approved by both County and Pecan Grove.

9.7 Multiple Originals: This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

9.8 Governing Law and Venue: This Agreement shall be governed in accordance with the laws of the State of North Carolina and, as applicable, the laws of the United States of America. Any dispute under this Agreement, the Grant Agreement, or the Escrow Agreement shall be resolved exclusively in Pamlico County, North Carolina.

9.9 Limitations of Liability: Neither Party shall be liable for consequential, incidental, indirect, punitive or special damages, however caused including without limitation for breach of warranty, breach or repudiation of contract, detrimental reliance, tort, strict liability, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

ARTICLE X

Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid return receipt requested, to the Parties at the addresses listed below or later specified in writing; or (c) sent, shipping prepaid, return receipt requested, by a national courier service, to the Parties occupying the positions indicated at the addresses listed below.

County: Pamlico County
c/o Tim Buck, County Manager
P.O. Box 776
Bayboro, NC 28515

With copies to: Beth Bucksot
Pamlico County Economic Developer
202 Main Street
Bayboro, NC 28515

Sumrell Sugg, P.A.
Attn: David B. Baxter, Jr.
Post Office Drawer 889
New Bern, North Carolina 28563-0889

Pecan Grove: _____

IN WITNESS HEREOF, the Parties hereto, intending to be bound, have executed this Agreement in duplicate originals the day and year first above written.

PAMLICO COUNTY

BY: _____
EDWARD RIGGS, JR., CHAIRMAN

ATTEST:

COURTNEY L. NORFLEET, CLERK

**PECAN GROVE YACHT
OWNERS ASSOCIATION, INC.**

BY: _____
_____, its _____

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

Finance Officer

Date: _____

EXHIBIT A
[Grant Agreement]

EXHIBIT B

FUNDING REQUEST		No: _____
To:	Sumrell Sugg, P.A., Escrow Agent P.O. Drawer 889 New Bern, NC 28563	
From:	Pecan Grove Yacht Owners Association, Inc.	
Amount Requested	<input style="width: 100%; height: 20px;" type="text"/>	
Contract Sum	<input style="width: 100%; height: 20px;" type="text"/>	
Description of Work	<input style="width: 100%; height: 20px;" type="text"/>	*Attach any required supporting documentation/contracts
Certification of Contractor	The undersigned contractor certifies that to the best of the contractor's knowledge, information, and belief, this Funding Request is an accurate statement of the scope of work and the cost of such work to be performed	
	_____ CONTRACTOR	
Certification of Project Engineer, if any	The undersigned Engineer has reviewed this Funding Request and this request adequately reflects the scope of work to be performed and the scope of that work supports the amount requested. The Description of Work stated above is of the same nature and quality as contained in all specifications and bid solicitations.	
	_____ PROJECT ENGINEER	
Certification of County Engineer:	The undersigned County Engineer has reviewed this Funding Request and certifies that such funding request has been made in accordance with the Sub-award Grant Agreement and all pre-requisites for releasing the sub-award requested herein have been met.	
	_____ COUNTY ENGINEER	

EXHIBIT C
ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into this 3rd day of December, 2018, by and among Pamlico County ("Recipient"), Pecan Grove Yacht Owners Association, Inc. ("Sub-recipient"), and Sumrell Sugg, P.A. ("Escrow Agent").

W I T N E S S E T H :

WHEREAS, the Recipient and the Sub-recipient have entered into a certain Sub-award grant Agreement (the "Contract"), whereby Recipient and Sub-recipient have agreed to the administration of a grant award under the terms and conditions set forth in the Contract; and

WHEREAS, Recipient and Sub-recipient wish for the grant funding to be held by Escrow Agent and applied toward the subject dredging project ("Project"), as more particularly described in the Contract.

NOW, THEREFORE, for and in consideration of the premises and of mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Article 1

Escrow

\$135,300.00 ("Escrow Amount") shall be placed in Escrow Agent's trust account to be used for the purpose set forth herein from the following sources:

<u>Funding Source</u>	<u>Amount</u>
Sub-recipient	\$46,002.00
Recipient	<u>\$89,298.00</u>
Total	\$135,300.00

Article 2

Duties of Escrow Agent

2.1. Escrow Agent, by its execution of this Escrow Agreement, accepts a deposit of the Escrow Amount to be made by parties hereunder and agrees to hold the Escrow Amount as provided herein.

2.2. Escrow Agent shall hold the Escrow Amount in a trust account of Escrow Agent and no interest or other income shall be paid to Recipient or Sub-recipient related to the Escrow Amount and, if the Project is not completed, the Escrow Amount shall be credited to the Recipient to receive

the Escrow Amount pursuant to the terms of this Agreement to complete the Project.

2.3 Escrow Agent shall be entitled to rely, for purposes of this Escrow Agreement, upon all documentation provided by Recipient and Sub-recipient, and, upon receipt of all documentation required by the Contract, Escrow Agent may pay all requested amounts with the Escrow Funds. Escrow Agent shall have no duty to review or otherwise scrutinize the documentation or funding requests. In the event of any dispute or failure of agreement between the parties hereto in connection with or for the Escrow Amount or the Contract, the Escrow Agent shall be entitled to refuse to comply with the claims and demands by either party so long as the dispute or failure to agree shall continue. In so refusing, the Escrow Agent is entitled to make no delivery or other disposition of the Escrow Amount. In so doing, the Escrow Agent shall not be or become liable in any way to any person for its failure or refusal to comply with such conflicting, adverse, or unagreed upon demand; and it shall continue to refrain from acting and refuse to act until it receives authorization as follows:

- a. Written authorization to act which is executed by both recipient and Sub-recipient;
- or
- b. A certified and file-stamped copy of a court order resolving the disagreement and directing a specific distribution of the Escrow Amount.

Upon the receipt of either such document, the Escrow Agent shall promptly act according to its terms.

2.4. Escrow Agent shall not be controlled, limited or bound by any provisions contained in any other agreements, contract or document between the parties hereto or between them individually or collectively and any other person. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein, to hold and deliver the Escrow Amount and deliver under the conditions as herein set forth. Escrow Agent shall not be liable for any act taken or omitted in good faith and shall be fully protected when relying on written notice, demand certificates or documents which it believes to be genuine.

2.5 Escrow Agent shall not be liable for any loss or damage resulting from any loss or impairment of funds deposited in escrow with a federally-insured trust company, bank, savings bank or savings association resulting from failure, insolvency or suspension of such institution.

2.5 Escrow Agent, in its sole discretion at any time, may deposit the Escrow Amount with the Clerk of Superior Court in Pamlico County, North Carolina, charge the cost of such action to the

parties in accordance with Paragraph 2.6, and upon such transfer of the Escrow Amount be fully discharged of any further obligations and liability hereunder.

2.6 Recipient and Sub-recipient hereby jointly and severally agree to indemnify and hold harmless Escrow Agent from any and all loss, damage, claim, liability, judgment and other cost and expense of every kind and nature which may be incurred by Escrow Agent by reason of its acceptance of, or its performance under, this Escrow Agreement (including, without limitation, reasonable attorney's fees), except any act or admissions arising from Escrow Agent's willful default or negligence. Escrow Agent's sole responsibilities shall be governed by this Escrow Agreement.

Article 3

Disbursement of Escrow Amount

Escrow Agent shall disburse the Escrow Amount as follows:

- a. Subject to Section 2.3, above, any requested funding from Escrow Amount will be paid to Sub-recipient upon Sub-recipient fully complying the requirement for receiving funding in accordance with the Contract.
- b. Any overage in the Escrow Amount shall be returned to Recipient. Any shortage in the Escrow Amount shall be the responsibility of Sub-recipient.

Article 4

General Provisions

4.1. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

4.2 All notices, waivers, consents or other communication to be given or which may be given hereunder shall be in writing and shall be deemed to have been duly given on the date delivered personally to the applicable party, on the next business day following sender's placing notice in the hands of a reputable overnight delivery service providing a delivery receipt, or on the third day after mailing to such party if mailed by certified mail, return receipt requested, and properly addressed as follows or to such other address as either party may specified by notice to the other:

Recipient: Pamlico County
c/o Tim Buck, County Manager
P.O. Box 776
Bayboro, NC 28515

Sub-recipient: _____

Escrow Agent:

Sumrell Sugg, P.A.
Attn: David B. Baxter, Jr.
Post Office Drawer 889
New Bern, North Carolina 28563-0889

4.3. This Agreement shall be governed by and be construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Escrow Agreement as of the date first above written.

RECIPIENT:

PAMLICO COUNTY

BY:

PAUL DELAMAR III, CHAIRMAN

ATTEST:

COURTNEY NORFLEET, CLERK

SUB-RECIPIENT:

**PECAN GROVE YACHT
OWNERS ASSOCIATION, INC.**

BY:

_____, its _____

ESCROW AGENT:

SUMRELL SUGG, P.A.

By:

David B. Baxter, Jr., Vice President

On a motion made by Commissioner Missy Baskervill and seconded by Commissioner Carl Ollison, the following resolution was passed by majority vote with Commissioner Ed Riggs casting a dissenting vote.

BE IT RESOLVED, the Pamlico County Board of Commissioners will hereby set the Public Hearing to change operation of the Health Department whereby the Board of Commissioners will serve as the Board of Health to the second meeting in January on January 22, 2019.

A motion made by Commissioner Ed Riggs and seconded by Commissioner Pat Prescott, the following resolution was passed by majority vote with Commissioners Missy Baskervill and Paul Delamar casting dissenting votes.

BE IT RESOLVED, the Pamlico County Board of Commissioners will hereby hold a joint meeting with the Pamlico County Board of Health on January 7, 2019.

The consensus of the Board regarding special legislation that would address certain Environmental Health permitting issues was that it is a good idea to do this.

As requested, the Board recognized County Manager Tim Buck to discuss and receive direction regarding Hazard Mitigation Grant Opportunities. A motion to limit mitigation activities to elevations as opposed to acquisitions amended by Commissioner Missy Baskervill and seconded by Commissioner Pat Prescott, the following resolution was unanimously approved.

BE IT RESOLVED, in regards to Hazard Mitigation Grant Opportunities, elevation is to be the primary goal with acquisition as the secondary goal.

There being no further business, on a motion made by Commissioner Candy Bohmert and seconded by Commissioner Ed Riggs, the Board adjourned until Monday, January 7, 2019 at 7:00 pm.

Chairman

Clerk to the Board