

**REGULAR SESSION MINUTES OF THE
PAMLICO COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 03, 2019**

The Pamlico County Board of Commissioners met in regular session on Tuesday, September 03, 2019 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 Paul Delamar called the meeting to order.

Chairman Paul Delamar led the assemblage in prayer and the Pledge of Allegiance.

Chairman Paul Delamar asked if there were any additions and/or deletions. There were two (2). On a motion made by Commissioner Candy Bohmert and seconded by Commissioner Doug Brinson, the following additions were approved.

- Budget Amendment – **Item 3a**
- Board of Elections Resolution – **Item 3b**

The Memo with the email from Economic Development Director Beth Bucksot and proposed Resolution goes with item 8.

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

The Board then turned their attention to the Consent Agenda.

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

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

Department: **Health Department**

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

FISCAL YEAR 2019-2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
105165-537000	Health Promotion – Advertising		\$ 1,000.00
105165-529000	Health Promotion – Department Supplies	\$ 1,000.00	

Reason for Budget Revision: Reallocation of funds to cover supplies needed for Bike Rodeo.

Department: **Health Department**

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FISCAL YEAR 2019-2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
105110-529000	Departmental Supplies	\$ 911.28	
100211-435510	Aid to Counties	\$ 911.28	

Reason for Budget Revision: To recognize increase in funding.

Department: **Public Buildings**

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FISCAL YEAR 2019-2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
105000-535600	M & R Buildings		\$ 7,100.00
105000-555000	Capital Outlays	\$ 7,100.00	

Reason for Budget Revision: To move funds to cover the expense for the Agriculture Building HVAC.

Department: **Animal Control**

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FISCAL YEAR 2019-2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100600-400000	Miscellaneous Revenue	\$ 78.33	
104380-519900	Contracted Services	\$ 78.33	

Reason for Budget Revision: To recognize miscellaneous revenue for Animal Control and increase contracted services line.

Department: Animal Control

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

FISCAL YEAR 2019-2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100600-400000	Miscellaneous Revenue	\$ 660.17	
104380-519900	Contracted Services	\$ 660.17	

Reason for Budget Revision: To recognize funds received for Animal Control as revenue and increase contracted services expenditure line.

BE IT RESOLVED, the following Arapahoe Charter School Resource Officer (SRO) Contract is hereby approved.

*Contract Between the Arapahoe Charter School and
The Pamlico County Sheriff
To Secure the Services of a SCHOOL RESOURCE OFFICER*

This CONTRACT, made and entered into on this the 1st day of July , 2019, and continuing through June 30, 2020, when it shall terminate, by and between the ARAPAHOE CHARTER SCHOOL, hereinafter referred to as "BOARD" and the PAMLICO COUNTY SHERIFF, hereinafter referred to as "SHERIFF" relating to the contracting of a SCHOOL RESOURCE OFFICER, hereinafter referred to as "OFFICER" to work directly for the BOARD.

WITNESSETH:

WHEREAS, the BOARD is concerned about violence in the community, state, and nation and desires to secure an armed OFFICER for the assignment as a designated Resource Officer to the ARAPAHOE CHARTER SCHOOL, and to other schools on an "as needed" basis.

WHEREAS, the SHERIFF is charged with the responsibility of providing law enforcement protection to the citizens of Pamlico County and has knowledge and experience in the area of law enforcement so that he is well qualified and suited to assist the BOARD with such undertaking; and

WHEREAS, it is anticipated that each OFFICER will be an armed law enforcement officer jointly selected by the BOARD and the SHERIFF with regular communication and reporting responsibilities with the Executive Director of Arapahoe Charter School to which an OFFICER will be assigned; and

WHEREAS, the BOARD and SHERIFF desire to set forth in writing their agreements with respect to the hiring, training and supervision of each such OFFICER.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth within, the BOARD and SHERIFF do hereby agree each with the other as follows:

Administration and Control

- 1.1 The OFFICER is and shall be an employee of the SHERIFF and shall be subject to the administration, supervision and control of the SHERIFF, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of this Agreement.

- 1.2 The OFFICER shall be a sworn law enforcement officer. While working as an OFFICER within the school system, the OFFICER shall have the same jurisdictions, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as an officer assigned to the SHERIFF normally possesses. While on duty at a school location, the OFFICER shall respond to requests and directions by the Executive Director, but shall remain subject to the lawful operational commands of his superior officers in the Pamlico County Sheriff's Office. The OFFICER shall, for personnel and administrative purposes, remain under the control of the Pamlico County Sheriff's Department , including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverage provided by the Pamlico County Sheriff's Office, in that, the BOARD agrees to pay the OFFICER'S salary and benefits for the 9 1/2 months ' school is in session and the remaining 2 1/2 months shall be provided by the SHERIFF.

- 1.3 The SHERIFF shall not utilize the OFFICER during the designated workday for duties other than those set forth herein, except for rare and serious emergencies, in the sole discretion of the SHERIFF.

21 Basic Qualifications of the OFFICER: To be an OFFICER, he/she must first meet all of the following basic qualifications:

- 22 Shall have three (3) years of law enforcement experience;

- 23 Shall possess a sufficient knowledge of the applicable federal and state laws, including the Juvenile Code of North Carolina, city and county ordinances, and Arapahoe Charter School policies and administration regulations;

- 24 Shall be capable of conducting criminal investigations;

- 25 Shall possess even temperament and set a good example for school students; and,

- 26 Shall possess communications skills which would enable the officer to function effectively within the school environment.

- 3.1 Duties of the OFFICER: The duties of the OFFICER shall be:
- 3.2 To provide law enforcement services to the school system at assigned school locations in accordance with the terms of this agreement.
 - 3.3 To counsel school students, in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Executive Director and/or the Executive Director's designee (Note: An administrator or a parent/guardian should be present);
 - 3.4 To answer questions that students may have about North Carolina criminal or juvenile laws, and to make classroom presentations at the request of teachers as his/her schedule permits, but not to give legal advice;
 - 3.5 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the OFFICER is assigned;
 - 3.6 To provide security for special school events or functions at the request of the Executive Director and/or the Executive Director's designee. The OFFICER shall be paid by the BOARD but will be assigned by the SHERIFF;
 - 3.7 To work 9 1/2 months, as prescribed on the school calendar of the BOARD, as duly adopted each year. Law enforcement training for the OFFICER shall be scheduled during the summer when students are not regularly enrolled in school;
 - 3.8 To report to Arapahoe Charter School 1-3 days before the first student day, be present for 180 school days, and work 1-3 days after the last student day. The exact beginning and ending days will be specified each year by the Executive Director;
 - 3.9 To coordinate traffic and security for the departure of yellow school buses at the end of each school day, as they leave the school campus;
 - 3.10 To coordinate traffic and security at all athletic events and social functions on school premises for the school to which the OFFICER is assigned;
 - 3.11 To maintain in-service training and certification requirements as are normally applied to all other sworn law enforcement officers whenever possible during the summer months or school vacation periods when regular school is not in session;
 - 3.12 To perform other reasonable school related duties as assigned by the Executive Director of the Arapahoe Charter School; and,
 - 3.13 To assist school officials, upon request, with searches, investigations and enforcement of policies and rules regarding student conduct.

4.1 Chain of Command: The chain of command shall be as follows:

- 4.2 The OFFICER, who is an employee of the SHERIFF, shall follow the chain of command as set forth in the Sheriff Department's Policies and Procedures Manual or Standards of Practice and Procedure;
- 4.3 In the performance of his/her duties, the OFFICER shall coordinate and communicate with the Executive Director and/or the Executive Director's designee of the school to which assigned; and,
- 4.4 It is agreed and understood that the SHERIFF shall solely be responsible for his/her OFFICER, except for the use of officers under any Mutual Aid Agreement

5.0 Duty/Hours/Absences/Leave: Additional terms and conditions shall include:

- 5.1 The OFFICER'S hours shall be set by the Executive Director in consultation with the SHERIFF. The maximum number of hours that an OFFICER shall work in any one (1) week period shall be 40 hours. For hours in excess of forty (40) hours in any one (1) week period, the OFFICER shall be provided with comp time. Any overtime of any OFFICER shall be approved by the SHERIFF and the Executive Director;
- 5.2 Unless modified by the SHERIFF or the Executive Director and/or Executive Director's designee, the OFFICER shall be on duty at school from 07:30 a.m. to 4:00 p.m. every school day throughout the school year for 9 1/2, months. The OFFICER shall be allowed thirty (30) minutes for lunch each day;
- 5.3 It is the responsibility of the SHERIFF to have an officer on duty for each day. The SHERIFF shall bill the BOARD only for the number of days that the School Resource Officer is on duty at the school(s); and,
- 5.4 The BOARD will support OFFICER leave on established school holidays and school vacation days.

6.1 Training/Briefing: These shall include the following:

- 6.2 The OFFICER shall attend training and briefing sessions as required by the SHERIFF. Coordination of meetings between school personnel, the OFFICER, other officers and Commanding Officers in the Sheriff Department may be scheduled as required, and/or needed, for the exchange of information and coordination of efforts;
- 6.3 The OFFICER shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other sworn law enforcement offices in the department. The BOARD may provide training in Arapahoe Charter School policies, regulations and procedures; and,

- 6.4 Law enforcement training shall be scheduled whenever possible during the summer months when students are not regularly enrolled in school.
- 7.1 Uniforms, Equipment and Weapons: These items shall include:
- 7.2 The OFFICER shall be required to wear departmental issued uniforms and to use departmental equipment and weapons which shall be the responsibility of the SHERIFF to provide; and,
- 7.3 The dress and appearance standards shall be professional and the OFFICER will comply with standards expected of other officers in the Sheriff Department.
- 8.1 Transporting Students: The following procedures should be followed:
- 8.2 The OFFICER shall not transport students in his/her vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that OFFICER may transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian is unable to pick up the child within a reasonable time period, and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of the students and school personnel. If the student is not under arrest, a victim of crime, or violent or disruptive, the Executive Director and/or Executive Director's designee, shall provide transportation for the student and the OFFICER may accompany a school official in transporting a student;
- 8.3 If circumstances require that the OFFICER transport a student, then the Executive Director and/or Executive Director's designee, must provide a school official or employee of the same gender of the student to be transported to accompany the OFFICER in the vehicle;
- 8.4 The OFFICER shall not transport students in his/her personal vehicle. If the OFFICER does not have a Sheriff Department or BOARD vehicle, then a patrol unit will be dispatched by the SHERIFF to assist the OFFICER; and,
- 8.5 The OFFICER, regardless of the agency, shall, whenever possible, notify the school Executive Director and/or the Executive Director's designee before removing a student from campus.
- 9.0 Interview and Arrest Procedures: The OFFICER shall adhere to the procedures set forth in Chapter 7B of the General Statutes of North Carolina when dealing with juveniles.
- 10.1 Evaluation: It shall include the following:
- 10.2 It is mutually agreed that the Executive Director shall evaluate annually the OFFICER and the performance of each OFFICER on forms developed jointly by the parties. It is further understood that the Executive Director's evaluation of each officer is advisory only and that

the SHERIFF retains the final authority to evaluate; and,

- 10.3 The Executive Director reserves the right to request that the contract services of a particular OFFICER be terminated and another OFFICER be assigned if the Executive Director-Officer relationship cannot, in the discretion of the Executive Director, be successfully negotiated and/or developed. Any new OFFICER assigned to a school shall be interviewed and approved by the Executive Director or designee and will be subject to the approval of the SHERIFF.

- 10.4 It is expressly agreed by the SHERIFF AND BOARD that pursuant to N.C. Gen. Stat. 115C-218 .105(b), that no indebtedness of any kind incurred or created by the client shall constitute an indebtedness of the State or its political subdivisions and no indebtedness created hereunder shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

- 10.5 The SHERIFF shall conduct, pursuant to N.C. Gen. Statute 115C-332.1, an annual check of each of its employees, subcontractors, agents, and other representatives on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry if such employee, subcontractor, agent, or other representative will be on the Board's property pursuant to this contract. The SHERIFF shall conduct this check on each of its applicable employees, subcontractors, agents, and other representatives prior to permitting such employee, subcontractor, agent or other representative to perform work under this Contract or enter the Board's school campus site or other school property.

BE IT RESOLVED, the following 2020 Census Partnership Resolution is hereby approved.

2020 Census Partnership

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a complete count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS, Pamlico County is committed to ensuring every resident is counted;

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

WHEREAS, census data help determine how many seats each state will have in the U.S. House of Representatives and are necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

WHEREAS, information from the 2020 Census and American Community Survey is vital for economic development and increased employment;

WHEREAS, the information collected by the census is confidential and protected by law;

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our residents;

WHEREAS, the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count;

WHEREAS, Pamlico County and its appointed Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

NOW THEREFORE, BE IT RESOLVED that Pamlico County is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will:

1. Support the goals for the 2020 Census and will disseminate 2020 Census information;
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;
3. Provide CCC members and Census advocates to speak to County and Community Organizations;
4. Support census takers as they help our County complete an accurate count; and,
5. Strive to achieve a complete and accurate count of all persons within our borders.

Adopted at Pamlico County North Carolina this 3rd day of September, 2019.

BE IT RESOLVED, the following Budget Amendment is hereby approved.

Department: Hurricane Dorian

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 2019-2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
100000-439900	Fund Balance Appropriation	\$ 100,000.00	
106600-512100 DORI	Salaries & Wages	\$ 25,000.00	
106600-519900 DORI	Contracted Services	\$ 35,000.00	
106600-549901 DORI	Miscellaneous	\$ 40,000.00	

Reason for Budget Revision: To set up budget to cover Hurricane Dorian Expenses.

BE IT RESOLVED, the following Board of Elections Resolution is hereby approved.

RESOLUTION

WHEREAS, North Carolina General Statute 163A-774(c) states upon approval of the county board of elections the county shall compensate the director of elections for all hours worked in excess of those prescribed; and

WHEREAS, the Pamlico County Board of Elections is desirous of setting the director of elections compensation of hours worked in excess of forty hours a week in the amount of time and half of the director's regular hourly rate during the period of the beginning of any One Stop Voting period through Election Day.

THEREFORE, LET IT BE RESOLVED that the Pamlico County Board of Elections following procedures set forth by North Carolina General Statute 163A meet on August 27, 2019 and approved said compensation for director of elections.

THEREFORE, LET IT BE FURTHER RESOLVED, that the intent of this resolution shall be recorded in the official minutes of the Pamlico County Board of Elections.

Signed and executed this the 3rd day of September, 2019.

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

BE IT RESOLVED, the request to select Eneco East, LLC as the contractor to provide design build services related to HVAC replacement of the Pamlico County Human Services Building, to authorize the County Manager, Finance Officer, and County Attorney to sign contract documents, and to authorize the County Manager to negotiate final proposals is hereby approved.

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

BE IT RESOLVED, the request for approval of Board Workshop/Retreat is hereby tabled.

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

BE IT RESOLVED, the request for approval of Library Board of Trustees Vacancy is hereby tabled.

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

BE IT RESOLVED, the Pamlico County Board of Commissioners hereby took no action on Joint Land Use Study (Cherry Point) Military Influence Overlays and Memorandum of Understanding.

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

BE IT RESOLVED, Commissioners Missy Baskervill and Carl Ollison are hereby recused from discussion of Dredging Project – Shop Gut Channel.

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

BE IT RESOLVED, the County Manager and Chairman are hereby authorized to cancel existing contract if this is agreed to by Pecan Grove representatives or if it is determined to be the most expeditious route to resolve issues and if contract is canceled, the County Manager and Chairman are authorized to sign new contract application and agreements.

BE IT FURTHER RESOLVED, the following resolution is hereby approved.

Pamlico County Government

WHEREAS, the Pamlico County Board of Commissioners (Board) desires to sponsor the Pecan Grove Yacht Owner's Association 2018-2019 Shop Gut Channel Dredging Project (Project),

NOW, THEREFORE BE IT RESOLVED THAT:

The Board requests the State of North Carolina to provide financial assistance to the County of Pamlico for the Pecan Grove Yacht Owner's Association Shop Gut Channel Dredging Project in the amount of or \$135,300 or 66^{2/3} percent of project construction cost, whichever is the lesser amount; and

The Board assumes full obligation for payment of the balance of project costs with funds received from DEQ and Pecan Grove Yacht Owner's Association;

Pecan Grove Yacht Owner's Association will obtain all necessary State and Federal permits;

The Board and Pecan Grove Yacht Owner's Association will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments;

Pecan Grove Yacht Owner's Association will supervise construction of the Project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;

Pecan Grove Yacht Owner's Association owns a suitable spoil disposal area and all other easements or rights-of-way that are necessary for the construction and operation of the Project without cost or obligation to the State;

Pecan Grove Yacht Owner's Association will assure that the Project is open for use by the public on an equal basis with no restrictions;

Pecan Grove Yacht Owner's Association. will hold the State and County of Pamlico harmless from any damages that may result from the construction, operation and maintenance of the Project;

Pecan Grove Yacht Owner's Association accepts full responsibility for the operation and maintenance of the completed Project or additional costs associated with the project or that may be incurred.

Adopted this 3rd day of September, 2019

There being no further business, on a motion made by Commissioner Candy Bohmert and seconded by Commissioner Missy Baskervill, the Board adjourned until Monday, September 16, 2019 at 7:00 pm

Chairman

Clerk to the Board