AGENDA
TOWN OF CEDAR POINT BOARD OF COMMISSIONERS
REGULAR MEETING
MARCH 26, 2019 6:30 PM

1. Call to Order
   We ask that all in attendance please set your cell phones to silent or vibrate mode.
2. Invocation, *Pastor Rich Franklin, White Oak Church of God*
3. Pledge of Allegiance
4. Adoption of Agenda
5. Consent Agenda
   a. Financial Statements
   b. Zoning Permit Reports
   c. Code Enforcement Officer Reports
   d. Resolution to Adopt the 2019 Local Government Agencies General Records Retention and Disposition Schedule
   e. Minutes
      i. Regular Meeting Minutes, February 26, 2019
      ii. Closed Session Minutes, February 26, 2019
6. Resolution Authorizing the Issuance and Sale of General Obligation Bond, Series 2019 of the Town of Cedar Point, Pursuant to the Bond Order Heretofore Approved and Providing for the Form, Details and Payment Thereof
7. Deputy Report and WCFD Report
8. Town Administrator Report
9. Public Comment Period
10. Commissioner Comments
11. Town Clerk Comments
12. Mayor Comments
13. Next regularly scheduled monthly meeting will be Tuesday, April 23, 2019, 2018 at 6:30 PM
14. Adjourn

Tab 5 Consent Agenda

TOWN OF CEDAR POINT
FINANCIAL SUMMARY REPORT
Thursday, February 28, 2019

CASH AND INVESTMENTS

		Interest Rate
BB&T Checking (2/28/2019)	$46,631.72	0.00%
BB&T Money Market Savings (2/28/2019)	$383,673.51	1.50%
NC Capital Management Trust - General Fund Cash Portfolio (2/28/2019)	$9,961.12	2.20%
NC Capital Management Trust - Operating Acct. Term Portfolio (2/28/2019)	$205,370.68	2.20%
NC Capital Management Trust - General Fund Term Portfolio (2/28/2019)	$11,889.54	2.20%
Sound Bank Money Market Account (2/15/2019)	$83.90	2.60%
Sound Bank SBP Account (2/28/2019)	$161,555.06	2.53%
Sound Bank Powell Bill Fund (2/28/2019)	$142,344.42	2.53%

TOTAL	$961,509.95

RESERVED PER STATE STATUTES (8% of Approved Operating Budget)	$50,017.44
RESERVED PER FUND BALANCE POLICY (APPROVED JUNE 26, 2012 - 45%)	$295,924.71
FY 17-21 STRATEGIC BUDGETING PLAN	$161,555.06
POWELL BILL FUNDS	$142,344.42

FUNDS REMAINING	$311,668.32

FINANCIAL ACTIVITY REPORT FOR FEBRUARY 2019

	A	B	D
1	**PAYEE**	**AMOUNT PAID**	
2	9463 DAVID WINBERRY - COMMISSIONER COMPENSATION - FEBRUARY	$ 92.35	
3	ARLAYNE CALHOUN - REIMBURSE EMPLOYEE EXPENSE	$ 7.48	
4	CARTERET CRAVEN ELECTRIC - SERVICE PERIOD 12/12/2018-1/12/2019	$ 488.00	
5	9466 VERIZON WIRELESS - SERVICE PERIOD 12/24/2018-1/23/2019	$ 138.88	
6	**(DD) DIRECT DEPOSIT**		
7	CHRIS SEABERG - PAYROLL - FEBRUARY 2019	$ 4,288.66	
8	JOHN NASH - COMMISSIONER COMPENSATION - FEBRUARY 2019	$ 92.35	
9	PAM CASTELLANO COMMISSIONER COMPENSATION- FEBRUARY 2019	$ 92.35	
10	JOHN WINBERRY - COMMISSIONER COMPENSATION- FEBRUARY 2019	$ 92.35	
11	SCOTT HATSELL - MAYOR COMPENSATION - FEBRUARY 2019	$ 129.29	
12	9467 CARTERET NEWS-TIMES	$ 57.94	
13	9468 HARTFORD COMPANY- SURETY BONDS	$ 800.00	
14	9469 KIRKMAN WHITFORD BRADY & BERRYMAN PA	$ 1,290.00	
15	9470 RSM US LLP- PAYROLL ACCOUNTING	$ 465.00	
16	9471 VERIZONWIRELESS - SERVICE PERIOD - 12/24/18-1/23/19	$ 183.23	
17	9472 WASTE INDUSTRIES - JANUARY 2019 TRASH SERVICE	$ 10,879.05	
18	9473 VERIZONWIRELESS - AMENDED	$ 5.00	
19	**(DD) DIRECT DEPOSIT**		
20	DONALD REDFEARN - PAYROLL PERIOD - 1/30/2019-2/12/2019	$ 719.82	
21	ARLAYNE CALHOUN - PAYROLL PERIOD - 1/30/2019-2/12/2019	$ 745.53	
22	DWIGHT TURNER - PAYROLL PERIOD - 1/30/2019-2/12/2019	$ 442.05	
23	JAYNE CALHOUN- PAYROLL PERIOD - 1/30/2019-2/12/2019	$ 1,029.02	
24	9474 ACS COMPUTER- FEBRUARY 2019 MAINTENANCE	$ 507.60	
25	9475 BLUE CROSS BLUE SHIELD - MARCH 2019 PREMIUM	$ 4,194.98	
26	9476 JAYNE CALHOUN - REIMBURSE EMPLOYEE EXPENSE	$ 40.60	
27	9477 JIMMY'S DRAIN AND SEWER- SEPTIC PUMP OUT	$ 427.00	
28	9478 MODERN EXTERMINATING - QTRLY SPRAY	$ 60.00	
29	9479 AFLAC - FEBRUARY PREMIUM	$ 388.90	
30	9480 ARBOR DAY FOUNDATION- 2019 DUES	$ 15.00	
31	9481 BELL AND PHILLIPS - SIDEWALK SURVEY FOR REPAIRS	$ 2,190.00	
32	9482 CANNON FINANCIAL SERVICES - COPIER LEASE FEBRUARY 2019	$ 181.28	
33	9483 CARTERET-CRAVEN ELECTRIC -	$ 2,663.00	
34	9484 SAM'S CLUB CREDIT CARD	$ 365.50	

	A	B	D
35	9485 SPECTRUM BUSINESS- INTERNET-SERVICE PERIOD 2/18-3/17/19	$ 124.94	
36	9486 WARD AND SMITH- JANUARY CONSULTATIONS	$ 795.00	
37	9487 WEST CARTERET WATER - SERVICE PERIOD 1230/2018-1/31/2019	$ 30.08	
38	**(DD) DIRECT DEPOSIT**		
39	DONALD REDFEARN - PAYROLL PERIOD - 2/13/2019-2/26/2019	$ 719.82	
40	ARLAYNE CALHOUN - PAYROLL PERIOD - 2/13/2019-2/26/2019	$ 745.54	
41	JAYNE CALHOUN- PAYROLL PERIOD -2/13/2019-2/26/2019	$ 1,029.02	
42	DWIGHT TURNER - PAYROLL PERIOD - 2/13/2019-2/26/2019	$ 442.05	
43	**TOTAL**	**$ 36,958.66**	
44			
45			
46			
47	**PAYROLL LIABILITIES**		
48	02/15/2019 FEDERAL-- PAYROLL WITHHOLDING TAX	$ 4,148.24	
49	02/15/2019 NC STATE -- PAYROLL WITHHOLDING TAX	$ 669.00	
50	02/28/2019 LGERS --		
51	**TOTAL**	**$ 4,817.24**	
52			
53	**TOTAL EXPENSES FEBRUARY 15, 2019**	**$ 32,085.77**	
54			
55			
56	**DEPOSITS**		
57			
58			
59	2/01/2019 VEHICLE TAX COLLECTION, ITINERANT MERCHANT PERMIT FEES, ZONING AND PLANNING FEES		
60	VEHICLE TAX COLLECTION DECEMBER 2018	$ 1,206.44	
61	DIANE GUIENDON: TUPPERWARE	$ 50.00	
62	FOWLER; ZP-19-011	$ 50.00	
63	**TOTAL DEPOSIT**	**$ 1,306.44**	
64			
65			
66	2/1/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING FEES		
67	LIMBAUGH;ZP-19-010	$ 50.00	
68	**TOTAL DEPOSIT**	**$ 50.00**	
69			
70			

	A	B	D
71	2/6/2019 CREDIT CARD TERMINAL- PLANNING AND ZONING FEES; ITINERANT MERCHANT FEES		
72	MEDLIN; ZP-19-012	$ 50.00	
73	SMOKIN JOE'S BBBQ; LISIEWSKI	$ 100.00	
74	**TOTAL DEPOSIT**	**$ 150.00**	
75			
76			
77	2/8/2019 CREDIT CARD TERMINAL- PLANNING AND ZONING FEES		
78	ASHLEY MELTON HOMES; ZP-19-013	$ 50.00	
79	**TOTAL DEPOSIT**	**$ 50.00**	
80			
81			
82	2/11/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING FEES		
83	JEFFERSON; ZP-19-014	$ 50.00	
84	**TOTAL DEPOSIT**	**$ 50.00**	
85			
86			
87	2/12/2018 EMC INSURANCE CLAIM		
88	BATHROOM FLOOD CLAIM CHECK	$ 2,110.50	
89	**TOTAL DEPOSIT**	**$ 2,110.50**	
90			
91			
92	2/12/2019 CREDIT CARD TERMINAL - ITINERANT MERCHANT PERMIT FEES		
93	KNOTICAL DESIGN CRAFTS; 1914019	$ 50.00	
94	**TOTAL DEPOSIT**	**$ 50.00**	
95			
96			
97	2/13/2019 CREDIT CARD TERMINAL - ITINERANT MERCHANT FEE		
98	CHERRY BOMB BEAUTY - 1914012	$ 50.00	
99	**TOTAL DEPOSIT**	**$ 50.00**	
100			
101			
102	2/15/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING FEES		
103	SWANSBORO CHAMBER OF COMMERCE - SP-19-002	$ 5.00	
104	**TOTAL DEPOSIT**	**$ 5.00**	
105			
106			
107	2/15/2019 SOLID WASTE DISPOSAL TAX COLLECTION, SALES AND USE TAX DISTRIBUTION		
108	SOLID WASTE DISPOSAL TAX QTR END 12/31/2018	$ 269.13	
109	SALES AND USE TAX DISTRIBUTION DECEMBER 2018	$ 9,176.09	
110	**TOTAL DEPOSIT**	**$ 9,445.22**	

	A	B	D
111			
112			
113	2/15/2019 AD VALOREM REAL ESTATE TAXES, SOLID WASTE COLLECTION FEES, SHORT TERM LEASE COLLECTION , CARTERET COUNTY COLLECTION TAX COLLECTION FEES		
114	JANUARY 2019 REAL ESTATE TAX COLLECTION	$ 38,807.51	
115	2% COLLECTION FEES	$ (776.15)	
116	JANUARY 2019 SOLID WASTE COLLECTION	$ 15,289.59	
117	2% COLLECTION FEES	$ (305.79)	
118	JANUARY 2019 SHORT TERM LEASE COLLECTION	$ 54.80	
119	1.5% COLLECTION FEE	$ (0.82)	
120	**TOTAL DEPOSIT**	**$ 53,069.14**	
121			
122			
123	2/19/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING FEES		
124	BERUBE: ZP-19-019	$ 50.00	
125	**TOTAL DEPOSIT**	**$ 50.00**	
126			
127			
128	2/21/2019 CREDIT CARD TERMINAL - ITINERANT MERCHANT PERMIT FEES		
129	LIL JOHNNY'S CRAB SHACK; 19140013	$ 100.00	
130	**TOTAL DEPOSIT**	**$ 100.00**	
131			
132			
133	2/21/2019 PLANNING AND ZONING FEES		
134	D'ANDREA:ZP-19-020	$ 50.00	
135	BELL AND PHILLIPS: OCEAN SPRAY SUBDIVISION REVIEW	$ 300.00	
136	**TOTAL DEPOSIT**	**$ 350.00**	
137			
138			
139	2/25/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING FEES		
140	BRIGADOON; SP-19-004	$ 50.00	
141	**TOTAL DEPOSIT**	**$ 50.00**	
142			
143			
144	2/26/2019 CREDIT CARD TERMINAL - ITINERANT MERCHANT PERMIT FEES		
145	SUNY'S MOBILE PET SPA	$ 50.00	
146	**TOTAL DEPOSIT**	**$ 50.00**	
147			
148			

	A	B	D
149	2/27/2019 CREDIT CARD TERMINAL - ITINERANT MERCHANT PERMIT FEES		
150	HEATHER'S FUN JEWELRY	$ 50.00	
151	**TOTAL DEPOSIT**	**$ 50.00**	
152			
153			
154	**TOTAL DEPOSITS FOR FEBRUARY**	**$ 66,936.30**	
155			
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160	**SOUND BANK SBP ACCOUNT EXPENSES**		
161			
162			
163	**SOUND BANK SBP ACCOUNT REVENUES**		
164	2/2/2019 INTEREST INCOME	$ 309.52	
165	**TOTAL INCOME**	$ 309.52	
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169			
170	**POWELL BILL EXPENSES**		
171			
172			
173			
174	**POWELL BILL REVENUE**		
175	2/28/2019 INTEREST INCOME	$ 272.72	
176	**TOTAL INCOME**	**$ 272.72**	

FINANCIAL ACTIVITY REPORT FOR MARCH 2019

	A	B	D
1	**PAYEE**	**AMOUNT PAID**	
2	9488 CARTERET CRAVEN ELECTRIC - SERVICE PERIOD 1/12/2019-2/12/2019	$ 626.00	
3	9489 CARTERET COUNTY PUBLIC LIBRARY- DONATION	$ 500.00	
4	9490 ISLAND PLUMBING INC - BATHROOM REPAIRS	$ 742.98	
5	9491 MUNICIPAL INSURANCE TRUST OF NC - MARCH PREMIUM	$ 362.50	
6	9492 ACS COMPUTER SERVICES INC	$ 507.60	
7	9493 CARTERET COUNTY DEPT OF FINANCE - 3RD QTR DEPUTY CONTRACT PAYMENT	$ 15,570.71	
8	9494 CARTERET NEWS-TIMES- PRESIDENT AD	$ 40.00	
9	9495 KIRKMAN WHITFORD BRADY & BERRYMAN- FEBRUARY 2019	$ 2,638.50	
10	9496 MODERN EXTERMINATING - ANNUAL TERMITE CONTRACT	$ 148.00	
11	9497 VERIZON WIRELESS - SERVICE JAN 24, 2019-FEBRUARY 23,2019	$ 188.18	
12	9498 CARTERET NEWS-TIMES - REZONE AD	$ 66.12	
13	9499 VERIZON- LANDLINE SERVICE JAN 24, 2019-FEBRUARY 23, 2019	$ 138.90	
14	9500 DAVID WINBERRY - COMMISSIONER COMPENSATION - MARCH 2019	$ 92.35	
15	9501 JAYNE CALHOUN - REIMBURSE FROM AFLAC	$ 15.90	
16	9502 NCDEQ - CAMA PERMIT - SIDEWALK RIP RAP	$ 100.00	
17	**(DD) DIRECT DEPOSIT**		
18	JOHN NASH - COMMISSIONER COMPENSATION - MARCH 2019	$ 92.35	
19	JOHN WINBERRY - COMMISSIONER COMPENSATION - MARCH 2019	$ 92.35	
20	PAM CASTELLANO - COMMISSIONER COMPENSATION- MARCH 2019	$ 92.35	
21	SCOTT HATSELL - MAYOR COMPENSATION - MARCH 2019	$ 129.29	
22	CHRISTOPHER SEABERG - PAYROLL - MARCH 2019	$ 4,288.66	
23	DONALD REDFEARN - PAYROLL PERIOD- 2/27/2019-3/12/2019	$ 719.83	
24	ARLAYNE CALHOUN- PAYROLL PERIOD- 2/27/2019-3/12/2019	$ 745.52	
25	JAYNE CALHOUN- PAYROLL PERIOD- 2/27/2019-3/12/2019	$ 1,029.02	
26	DWIGHT TURNER- PAYROLL PERIOD- 2/27/2019-3/12/2019	$ 442.05	
27	9503 B&B OFFICE PRODUCTS	$ 21.26	
28	9504 BLUE CROSS BLUE SHIELD - MARCH 2019 PREMIUM	$ 4,194.98	
29	9505 TOWN OF CAPE CARTERET - WHITE OAK SRO 2018-2019	$ 2,405.00	
30	9506 WASTE INDUSTRIES - 37.14 TONS - MARCH 2019	$ 10,575.00	
31			
32			
33			
34	**TOTAL**	$ 46,565.40	

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48	**TOTAL**		
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50	**PAYROLL LIABILITIES**		
51	3/15/2019 FEDERAL-- PAYROLL WITHHOLDING TAX	$ 3,117.46	
52	3/15/2019 NC STATE -- PAYROLL WITHHOLDING TAX	$ 521.00	
53	3/30/2019 LGERS --		
54	**TOTAL**		
55			
56	**TOTAL EXPENSES MARCH 2019**		
57			
58			
59	**DEPOSITS**		
60			
61			
62	3/4/2019 PLANNING AND ZONING FEES		
63	CEDAR POINT MARKET; CONDITIONAL USE PERMIT	$ 400.00	
64	COCHRAN; TEXT CHANGE	$ 300.00	
65	REDFEARN NURSERY;COMMERCIAL SITE PLAN REVIEW OVER 5000 SQ FT BUILDING	$ 600.00	
66	**TOTAL DEPOSIT**	**$ 1,300.00**	
67			
68			
69	3/5/2019 CREDIT CARD TERMINAL - ITINERANT MERCHANT FEES		
70	BENNETT ESTATE VINEYARD	$ 50.00	
71	**TOTAL DEPOSIT**	**$ 50.00**	
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FINANCIAL ACTIVITY REPORT FOR MARCH 2019

	A	B	D
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77	3/11/2019 AD VALOREM REAL ESTATE TAXES, SOLID WASTE COLLECTION REVENUE, AD VALOREM SHORT TERM LEASE TAXES, INSURANCE CLAIM REVENUE, EMPLOYEE REIMBURSEMENT		
78	AD VALOREM REAL ESTATE TAXES	$ 2,654.96	
79	2% AD VALOREM REAL ESTATE TAX COLLECTION FEES	$ (53.10)	
80	SOLID WASTE COLLECTION FEES FEBRUARY 2019	$ 1,280.17	
81	2 % GARBAGE COLLECTION FEES	$ (25.60)	
82	AD VALOREMS SHORT TERM LEASE COLLECTION FEBRUARY 2019	$ 51.79	
83	EMC INSURANCE BATHROOM FLOOD CLAIM	$ 2,207.11	
84	REIMBURSEMENT FOR JAYNE CALHOUN CANCELING AFLAC ACCIDENT POLICY	$ 15.90	
85	**TOTAL DEPOSIT**	**$ 6,130.45**	
86			
87			
88	3/11/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING FEES		
89	ABC INSPECTION; CEDAR POINT PANTRY & GRILL	$ 50.00	
90	**TOTAL DEPOSIT**	**$ 50.00**	
91			
92			
93	3/13/2019 CREDIT CARD TERMINAL - ZONING AND PLANNING FEES, ITINERANT MERCHANT FEES		
94	ALEX BAKER: ZP-19-022	$ 50.00	
95	LA COCINA DEL COQUI, LLC - FOOD TRUCK	$ 100.00	
96	MELISSA PERFECTLY POSH	$ 50.00	
97	TOTAL DEPOSIT	$ 200.00	
98			
99			
100	3/14/2019 CREDIT CARD TERMINAL - PLANNING AND ZONING PERMIT FEES		
101	KELLY MCCAN; ZP-19-024	$ 50.00	
102	ROCKIN' GAME PARTY; ZP-19-025	$ 50.00	
103	**TOTAL DEPOSIT**	**$ 100.00**	
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ZONING PERMIT EBRUARY 2019

	A	B	C	D
1	**DATE**	**PERMIT #**	**DEVELOPER**	**PROJECT**
2	2/1/2019	ZP-19-011	FOWLER, HERMAN AND SHARON	RV SETUP; 10'X30' DECK CONSTRUCTION AT PAGE PLACE RV PARK LOT #3E
3	2/4/2019	ZP-19-012	MEDLIN, HAROLD	DETACHED GARAGE 12X16 AT 110 HOLLAND FARM ROAD
4	2/6/2019	ZP-19-013	ASHLEY MELTON HOMES	SFD CONSTRUCTION AT 111 LOOKOUT RIDGE, MAGEN'S BAY LOT #53
5	2/7/2019	ZP-19-014	JEFFERSON, KENNETH	RV SETUP AND DECK CONSTRUCTION (FLUSH TO GROUND) AT PAGE PLACE RV PARK LOT# 14A
6	2/7/2019	ZP-19-015	PUTNEY, OLGA	PREFAB CARGO CONTAINER AT 106 SANDLOT CURVE(HURRICANE DAMAGE)
7	2/7/2019	ZP-19-016	PETERSON, PETERSON	10'X16' STORAGE SHED CONSTRUCTION AT 224 BELL STREET (HURRICANE DAMAGE)
8	2/13/2019	ZP-19-017	MAHLER, ROSE	2019 MH SETUP AT 343 HIDDEN BAY DRIVE
9	2/14/2019	ZP-18-012	YANKOSKY, OLIVIA	6' FENCE CONSTRUCTION AT 119 CRISTINA MARIA WAY
10	2/20/2019	ZP-19-019	BERUBE, TYLER	10' X 30' DECK CONSTRUCTION AT WATERWAY RV PARK LOT 267
11	2/20/2019	ZP-19-020	D'ANDREA, MIKE	FENCE CONSTRUCTION AT 100 CASTAWAY COVE (DOOR TAG)
12	2/21/2019	ZP-19-021	CLAY'S PARTS AND RV	10' X 16' ENCLOSED DECK AND ROOF AT 140 HIDDEN BAY DRIVE

COMPLETED BY ARLAYNE CALHOUN

CODE ENFORCEMENT ACTIVITY REPORT
February Code Enforcement:

2.2.2019 Sat. 1/2 Day
Check permits and files. Work on January monthly report. Patrol town for signs and violations, print pictures and unload signs.

2.5.2019 Tue.
Check permits and files. Review info on older complaints. 208 VFW Rd, and 1121 & 1127 Cedar Point Blvd, hot item follow up. 117 Hidden Bay fence. Check drainage issues in Waterway RV park. Drop off box to UPS store.

2.7.2019 Thur.
Check permits went to the post office. Work on January monthly report. Work on time line story info for storm damaged properties. Take pictures of storm damaged home on Cedar Point Blvd.

2.9.2019 Sat. 1/2 Day
Check permits and files. Print time sheet. Sign patrol for code enforcement.

2.12.2019 Tue.
Check permit files Print info for files. Went to the post office. Patrol town, pick up signs and take pictures.

2.14.2019 Thur.
Check permits and work on files. Get pictures of sign on 58 Right of way. Look for door to door solicitation in Marsh Harbor. Went to post office. Work on violation letters. Meet with deputy about 208 VFW Rd. Follow up phone call with sign on 58.

2.18.2019 Mon. 1/2 Day
Check permits. Work on letters for 1121 and 1127 Cedar Point Blvd. Go to Post Office

2.19.2019 Tue.
Check permits and files. Continue work for Drew Lutheran's properties at 1127 and 1121 Cedar Point Blvd. Take pictures for letters. Went to post office. Check fence in Marsh Harbor at 100 Castaway Cove. Check yard at 128 Hidden Bay.

2.20.2019 Wed. 1/2 Day
Check permits. Went to Post Office. Work on files and information on Drew Lutheran's properties at 1127 and 1121 Cedar Point Blvd.

2.21.2019 Thur.
Work on February report, check files and letters. Work on case file for 119 & 239 Cedar Point Blvd. Went to Post Office. Quick patrol of town. Get info for A&D metal roofing. Stop by 117 Cedar Point Blvd Change of Use. Work on letter to owner of 427 Cedar Point Blvd.

2.22.2019 Fri.
Checks permits. Patrol town and remove signs from right of way. Took pictures for files. Place 3 door hangers 141 Palmetto, 1121 &1127 Cedar Point Blvd.

2.28.2019 Thur.
Went to New Bern for FEMA class Intro to Flood 8am to 4pm

Note: All investigations are documented and filed.
Respectfully Submitted,

Dwight A. Turner
Code Enforcement Officer

2019 Local Government Agencies
General Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when *"reference value ends."* All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction *"destroy when reference value ends."* If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction *"destroy when reference value ends."*

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes the general standards in all previous local government retention and disposition schedules and is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Sarah E. Koonts

Muncipal/County Clerk or Manager
Title: _____

Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Susi H. Hamilton

Head of Governing Body
Title: _____

Susi H. Hamilton, Secretary
Department of Natural and Cultural Resources

Municipality/County: _____

Town of Cedar Point
Board of Commissioners Regular Meeting
February 26, 2019

The Town of Cedar Point Board of Commissioners held their regularly scheduled monthly meeting on Tuesday, February 26, 2019 at 6:30 PM. Mayor Hatsell determined a quorum to be present and called the meeting to order.

PRESENT: Mayor Hatsell, Commissioners Castellano, D. Winberry, Nash, F. Winberry, Town Administrator Seaberg, Town Attorney Whitford, Deputy Nakamura, Town Clerk Calhoun and public

Pastor Tim Winters of Emmanuel Baptist Church gave the invocation; the Pledge of Allegiance followed.

The Agenda was presented for Board consideration and adoption. Commissioner Castellano made a **Motion** to adopt the Agenda as presented. The Motion carried 4-0.

The Consent Agenda, consisting of the Financial Statements, Zoning Permit Report, Code Enforcement Officer Report, and the Minutes from the January 22, 2019 meeting were presented for approval. Commissioner F. Winberry made a **Motion** to approve the Consent Agenda as presented. The Motion carried 4-0.

Former Commissioner Sam Meadows was honored and recognized for his 9 years of service to the Town as a Commissioner. Mayor Hatsell presented him with a commemorative plaque.

Mr. Greg Adams from the audit firm Thompson, Price, Scott, Adams & Company, P.A., presented the 2017-2018 audit report with no discrepancies or errors. Commissioner Castellano made a **Motion** to approve the Audit Report as presented. The Motion carried 4-0.

A Public Hearing to hear and discuss comments concerning a rezone request (RZ-18-006) was next presented. Commissioner Nash made a **Motion** to go into Public Hearing. The Motion carried 4-0. The Board went into Public Hearing at 6:43 PM.

This rezone request consisted of a request to rezone a portion of a parcel located at 430 Sherwood Avenue from R-15 Single Family Residential to B-1 General Business. This parcel faces Highway 24 and is within the Business Overlay District.

Mayor Hatsell opened the floor to Public Comment.

Paul Garavaglia expressed concern over encroachment of businesses upon residential properties and wants to be sure that there are buffers required to prevent this encroachment.

There were no other public comments.

Commissioner Nash made a **Motion** to close the public hearing. Motion carried 4-0. The hearing was closed at 6:51 PM.

There were no Board comments.

Commissioner Castellano made a **Motion** to approve the rezone request (RZ-18-006) along with the Consistency Statement that reads as follows:

The Board of Commissioners of the Town of Cedar Point hereby finds that the proposed Official Zoning Map amendment application **Rezoning Application RZ-18-006**: a request to rezone a 1.152-acre portion of Tax Parcel 5374-1176-1286, located at 430 Sherwood Avenue, from R-15 Single Family Residential District to B-1 General Business District **is** consistent with the Town of Cedar Point Comprehensive Plan adopted November 27, 2012 because the parcel in question being located within an **Existing Core Area, Central Business Corridor Overlay District, and a Business Corridor Land Use Classification** as designated on the Town of Cedar Point Future Land Use Map (2012). These Future Land Use designations do encourage the zoning district at which the applicant is proposing the parcel in question to be located within. Further, the Board finds that the proposed Official Zoning Map amendment application **Rezoning Application RZ-18-006:** a request to rezone a 1.152-acre portion of Tax Parcel 5374- 1176-1286, located at 430 Sherwood Avenue, from R-15 Single Family Residential District to B-1 General Business District is reasonable and in the public interest because an **Existing Core Area, Central Business Corridor Overlay District, and a Business Corridor Future Land Use** designation **does** encourage the zoning designation at which the applicant is proposing.

The next agenda item concerned Planning Board vacancies and subsequent appointments to those vacancies. Copies of the applications were provided for Board consideration. Town Clerk Calhoun reminded the Board of the desire to keep the Planning Board balanced by not having too many members from one neighborhood or area of Town.

Commissioner Nash described the importance of the Planning Board and its benefit to the Town.

Commissioner Castellano made a **Motion** to appoint Paul Garavaglia as a regular member. The Motion carried 4-0.

There was discussion concerning alternate members of the Planning Board, with Commissioner Nash nominating Kirby O'Malley as the alternate member. However, due to the potential imbalance of members from the same neighborhood, Commissioner Nash retracted his Motion.

Commissioner Castellano made a **Motion** to appoint Josh Reilly as the alternate Planning Board Member. Both Mr. Riley and Mr. Garavaglia are from the Marsh Harbour neighborhood.

The Board of Adjustment also required appointment for the vacancy of Commissioner Nash's seat. Commissioner Castellano made a **Motion** to appoint Joseph Marello to the Board of Adjustment. Motion carried 4-0.

Mr. Seaberg will contact these new members and advise them of their appointments.

Deputy Nakamura presented his report, beginning with a noticeable decrease in speeding vehicles throughout the town. He also advised the Board there have been issues with aggressive dogs at large. Since unrestrained dogs are a violation of the Town Ordinance, fines can be levied against the dog's owners.

Mr. Seaberg presented his Administrator Report, beginning with the first phase of paving of Fir Street. Work is slated to begin around the first week in March, weather permitting.

A Hurricane Florence update was presented; the sidewalk repair near the bridge is scheduled to begin around the first week of March. Costs associated with repair of the sidewalk may qualify for FEMA reimbursement as well as installation of rip rap.

As of March 1, the Town will no longer offer waivers of permit fees due to hurricane damage.

The NC 24 Corridor Committee hosted their meeting at Town Hall. Mr. Seaberg included the minutes from this meeting (referenced herein and attached to these minutes). The minutes reflected the consideration of the speed limit reduction on Highway 24 through Cedar Point.

The Planning Board did not meet in February due to lack of Agenda items.

There were two candidates that were offered the position of Town Maintenance Technician, both declined due to the pay being too low.

A draft policy for streets and roads acceptance was given to the Board to look over and discuss at a future meeting.

The Mayor then opened the floor to Public Comment.

Mr. Bill Cunningham, Marsh Harbour HOA President, introduced himself to the Board.

There were no further public comments.

There were no Commissioner Comments.

Town Clerk Calhoun asked for Board consideration and approval to hold a public meeting on Tuesday, March 12, 2019 at 6:30 PM. The purpose of this meeting is to hear and discuss public comment concerning the Town's pursuit of the PARTF grant. The Board collectively agreed to this meeting date.

Town Attorney Whitford commended Town staff on their work to get some of the derelict and substantially damaged buildings torn down around town.

Mayor Hatsell commended Carteret Craven Electric for their reduction of our bill for the Christmas lights. The line item in the budget was originally $8,000, but CCEC only charged us $1811. The reason for this reduction was due to several power poles being out from the hurricane.

Mayor also reminded everyone of the Annual Spring Cleanup dates of Friday, April 12th through Saturday, April 13th, 2019.

The Board then went into Closed Session in accordance with NCGS 143-318.11(a)(6), Personnel Matters. Commissioner F. Winberry made a **Motion** to go into Closed Session. The Motion carried 4-0. The Board went into Closed Session at 7:40 PM.

The Board returned to Open Session at 8:03 PM.

There being no further business to discuss, the meeting was adjourned. Commissioner F. Winberry made a **Motion** to adjourn the meeting. The motion carried 4-0.

The meeting adjourned at 8:03 PM.

Scott Hatsell, Mayor

Jayne Calhoun, Town Clerk

Tab 6 Resolution for Term of Debt

BOARD OF COMMISSIONERS
OF
TOWN OF CEDAR POINT, NORTH CAROLINA

Excerpt of Minutes
of Meeting of

March 26, 2019

Present: Mayor Scott Hatsell presiding, and Commissioners:_____

_____

Absent:_____

* * * * * * * * * * * * * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BOND, SERIES 2019 OF THE TOWN OF CEDAR POINT, NORTH CAROLINA, PURSUANT TO THE BOND ORDER HERETOFORE APPROVED AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, the Board of Commissioners (the "Board") of the Town of Cedar Point, North Carolina (the "Town") desires to provide for the issuance of its General Obligation Bond, Series 2019 for the purpose of financing, in part, the acquisition by the Town of approximately 56.55 acres of land located at 301 Masonic Avenue in the Town to be used as a public park (the "Project"); and

WHEREAS, on July 24, 2018, the Board adopted a Bond Order (the "Bond Order") entitled:

"BOND ORDER AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE TOWN OF CEDAR POINT IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $2,500,000 FOR THE PURPOSE OF FINANCING, IN PART, THE ACQUISITION OF LAND IN THE TOWN TO BE USED AS A PUBLIC PARK"; and

WHEREAS, the Town sent out a request for proposals through its bond counsel to a number of institutions for the purchase of the bond and received responses from two institutions, which were presented to the Town Administrator and the North Carolina Local Government Commission (the "LGC"); and

WHEREAS, Sterling National Bank submitted the lowest bid; and

WHEREAS, the Town desires to issue its General Obligation Bond, Series 2019 (the "Bond") pursuant to the Bond Order to finance the Project, and to request that the LGC sell the Bond in the form of a single registered bond through a negotiated sale to Sterling National Bank (the "Purchaser"), in accordance with the terms and conditions set forth in the term sheet dated March 15, 2019, provided by the Purchaser to the Town;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the Town of Cedar Point, North Carolina as follows:

1. The Town shall issue the Bond in an aggregate principal amount not to exceed $2,250,000 pursuant to and in accordance with the Bond Order.

2. The Bond shall be issued in the form of a single bond designated "General Obligation Bond, Series 2019" and shall be dated on or around April 30, 2019. The Bond shall bear interest on the unpaid portion of such principal at a rate not to exceed 3.45% per annum (calculated on the basis of a 360-day year of twelve 30-day months) (the "Interest Rate"), payable quarterly in arrears on each February 1, May 1, August 1, and November 1 (each, a "Payment Date"), commencing August 1, 2019. Such interest rate shall be subject to adjustment as set forth in paragraph 13 below.

3. The Bond shall be subject to optional redemption prior to maturity in whole, at the option of the Town and upon not less than thirty (30) days' notice to the Purchaser (i) on any Payment Date occurring on or after August 1, 2024 and on or before May 1, 2027, at the redemption price of 101% of the principal amount to be redeemed, and (ii) on any Payment Date occurring on or after August 1, 2027, at the redemption price of 100% of the principal amount to be redeemed, without premium.

4. The Bond shall be subject to optional redemption prior to maturity in part, at the option of the Town (i) on or after the date upon which the Purchaser receives documentation in form and substance reasonably satisfactory to the Purchaser and demonstrating that the Town has received the proceeds of a $1,000,000 grant from the North Carolina Clean Water Trust Fund, in an amount equal to such grant proceeds, without premium, and (ii) on or after the date upon which the Purchaser receives documentation in form and substance reasonably satisfactory to the Purchaser demonstrating that the Town has received the proceeds of a $500,000 grant from the North Carolina Parks and Recreation Trust Fund, in an amount equal to such grant proceeds, without premium.

5. The Bond shall be subject to mandatory redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each Payment Date in the years and in the amounts reflected on the Redemption Schedule attached as Exhibit A to the form of the Bond:

6. The Bond shall be signed by the manual or facsimile signature of the Mayor, shall be countersigned by the manual or facsimile signature of the Clerk to the Board and a manual or facsimile of the Town's seal shall be printed or affixed thereon. No Bond shall be valid until it has been endorsed by the manual or facsimile signature of an authorized representative of the LGC. In case any officer of the Town or the LGC whose manual or facsimile signature shall appear on the

Bond shall cease to be such officer before the delivery of the Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Bond shall be the proper officers to sign the Bond although at the date of the Bond such persons may not have been such officers.

7. The Bond shall be in substantially the form attached hereto as Exhibit A, the terms and requirements of which are incorporated herein by reference.

8. The full faith and credit and taxing power of the Town are hereby irrevocably pledged for the payment of principal of and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Board shall levy and collect taxes and raise other revenues for payment of the principal of and interest on the Bond, as the same become due and payable.

9. The Town shall maintain registration books for the registration of the Bond. Upon surrender of a Bond at the office of the Town, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Town, the Town shall execute and shall authenticate and deliver in exchange, a new bond or bonds having an equal aggregate principal amount of the same form and maturity, bearing interest at the same rate, and registered in names as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Town may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto. The Bond may only be transferred to an affiliate of the Purchaser, or to a bank, insurance company or similar financial institution or any other entity approved by the LGC.

10. The Town shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as owner on the registration books on the fifteenth day of the month preceding each interest payment date. The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration and registration of transfer of the Bond within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Bond. The Town Administrator of the Town, is hereby appointed the registrar, transfer agent and paying agent for the Bond (collectively the "Bond Registrar"), subject to the right of the Town Commissioners to appoint another Bond Registrar, and as such shall keep at his or her office in the Town, the books of the Town for the registration, registration of transfer and payment of the Bond as provided in this resolution.

11. The Town hereby requests the LGC to sell the Bond by private sale to the Purchaser pursuant to Section 159-123 of the North Carolina General Statutes.

12. The Board covenants on behalf of the Town that so long as any of the principal and interest on the Bond are outstanding and unpaid, the Town shall not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or otherwise cause

interest on the Bond to be includable in the gross income of the holders thereof. Without limiting the generality of the foregoing, the Town agrees that it will pay from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bond. This covenant survives the payment in full of the Bond.

(a) The Board hereby covenants that it will not permit the gross proceeds of the Bond to be used in any manner that would result in either (a) 5% or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the Code, (b) 5% of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code; provided, however, that if the Board receives an opinion of nationally recognized bond counsel that any such restriction is not required to prevent the interest on the Bond from being includable in the gross income of the registered owners thereof under existing statutes, the Board need not comply with such restriction.

13. If at any time there is a Determination of Taxability (as hereinafter defined), the Interest Rate on the Bond will be adjusted upward in order to provide for the payment of interest by the Town at a taxable rate that produces an after-tax yield to the Purchaser equivalent to the Purchaser's after-tax yield immediately prior to such Determination of Taxability (the "Taxable Rate"). In such event, the Town agrees to indemnify and hold harmless the Purchaser from any penalties, cost and expense incurred as a result of the loss of the tax-exempt status, specifically including without limitation all administrative expenses arising in connection with the amendment of the Purchaser's income tax returns.

(a) A -Determination of Taxability" shall mean a determination that the interest on the Bond is included in gross income of the Purchaser for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Purchaser is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the Town, the interest on the Bond (the "Interest") is included in the gross income of the Purchaser for federal income tax purposes; (b) the date on which the Town receives notice from the Purchaser that the Purchaser has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Purchaser which asserts, in effect, that Interest received by the Purchaser is included in the gross income of the Purchaser for federal income tax purposes, as a result of an action, or failure to act, by the Town, or (ii) by an opinion of counsel received by the Purchaser which concludes, in effect, that Interest is included in the gross income of the Purchaser for federal income tax purposes as a result of an action, or failure to act, by the Town; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Purchaser for federal income tax purposes as a result of an action, or failure to act, by the Town; or (d) the day on which the Town is advised in writing by counsel to the Purchaser that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Town has

been given written notice and an opportunity to participate and defend that the interest is included in the gross income of the Purchaser for federal income tax purposes, as a result of an action, or failure to act, by the Town.

(b) The Town agrees to give prompt written notice to the Purchaser on the Town's receipt of any oral or written notice or information from any source whatsoever to the effect that the Interest received by the Purchaser on the Bond shall be or has been deemed to be taxable income to the Purchaser.

14. The Town hereby represents that it reasonably expects that the Town, all entities issuing obligations on behalf of the Town and all subordinate entities of the Town will not issue in the aggregate more than $10,000,000 of tax-exempt obligations (not counting private activity bonds except for qualified 501(c)(3) bonds as defined by the Code during the calendar year that the Bond is issued. The Town hereby designates the Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

15. The Town shall permit the owner of the Bond, its agents and representatives to inspect the Town's books and records and make extracts therefrom. The Town represents and warrants to and covenants with the owner of the Bond that all financial statements which have been delivered to the owner of the Bond fairly and accurately reflect the Town's financial condition and there has been no material adverse change in the Town's financial condition as reflected in the financial statements since June 30, 2018.

16. The Mayor, the Town Administrator and the Clerk are hereby authorized and directed to take all proper steps to have the Bond prepared and, when the Bond shall have been duly sold by the LGC, to execute the Bond and to deliver the Bond to the State Treasurer of North Carolina for delivery to the Purchaser.

17. The Mayor and the Town Administrator, or either of them, after consultation with the Town's bond counsel and the LGC, are authorized (i) to add optional redemption provisions in the Bond if permitted by the Purchaser, (ii) to change the dated date of the Bond to a date earlier or later than the dated date herein authorized in order to facilitate the sale and delivery of the Bond, (iii) to change the principal and interest payment dates for the Bond, (iv) to establish and make changes in the principal amount of the Bond to be redeemed on each mandatory redemption date, provided the aggregate principal amount of the Bond shall not exceed $2,250,000 and (v) to make such other adjustments as may be agreed upon by the Town and the Purchaser, so long as the final maturity date is not later than twenty years from the date of issuance of the Bond, and the Interest Rate is not greater than 3.45% per annum.

18. All other actions of officers of the Town in conformity with the purposes and intent of this resolution and in furtherance of the issuance of the Bond are hereby approved and confirmed.

19. Such officers of the Town as may be requested are hereby authorized and directed to execute appropriate closing papers including a certificate setting forth the expected use and investment of the proceeds of the Bond in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and regulations issued pursuant thereto,

applicable to an "arbitrage bond." Such papers and certificates shall be in such form as may be requested by bond counsel for the Town.

20. This resolution, in particular paragraphs 2, 3, 6 and 9 hereof, constitutes a system of registration for the Bond pursuant to N.C.G.S. § 159E-4.

21. Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. All other amendments or supplements to this Resolution require the consent of the owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable.

Any act done pursuant to a modification or amendment consented to by the owner of the Bond is binding on all owners of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

22. Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds, in accordance with this Section 21.

(a) If the Town causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owner of the Bond the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities (hereinafter defined), such Bond shall be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

(b) If such a defeasance occurs and after the Town receives an opinion of a nationally recognized verification firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the Town shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The Town shall make provisions for the mailing of a notice to the owner of the Bond that such money is so available for such payment.

(c) For purposes of this section, -Federal Securities" means, to the extent permitted by the General Statutes of North Carolina, as amended, (i) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (ii) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (i) or (ii) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (iii) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bond is rated by Moody's, and S&P, if the Bond is rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) or (ii) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (iv) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (i) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (i), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

23. The Mayor, the Town Administrator and the Clerk to the Board of the Town are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

24. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

25. This resolution shall take effect immediately.

* * * * *

Commissioner _____ moved the passage of the foregoing resolution and Commissioner _____ seconded the motion and the resolution was passed by the following Vote:

Ayes: _____

Nays: _____

Not voting: _____

I, Jayne Calhoun, Town Clerk for the Town of Cedar Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the Town at a regular meeting duly called and held March 26, 2019, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the Board. Pursuant to N.C.G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners of the Town is on file in my office.

WITNESS my hand and the common seal of the Town, this ____ day of March, 2019.

_____
Jayne Calhoun
Clerk, Town of Cedar Point, North Carolina

Exhibit A

Form of Bond

REGISTERED
No. R-1

REGISTERED
$2,250,000

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
TOWN OF CEDAR POINT, NORTH CAROLINA

GENERAL OBLIGATION BOND, SERIES 2019

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
3.45%	May 1, 2039	April __, 2019

REGISTERED OWNER: Sterling National Bank

PRINCIPAL AMOUNT: TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($2,250,000**)**

The Town of Cedar Point, North Carolina (the "Town") for value received, hereby promises to pay, upon surrender hereof to the Town, to the registered owner hereof, or registered assigns or legal representatives, the principal sum stated above in quarterly installments due on February 1, May 1, August 1 and November 1 (each, a "Payment Date") in each year as set forth below, and to pay to the registered owner hereof interest on such quarterly installments from the date of this bond until payment thereof at the interest rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) or as described in Section 13 of the Resolution adopted by the Town on March 26, 2019, payable on each Payment Date. Principal of and interest on this bond are by check mailed or by wire transfer to the person shown as owner hereof at his address as it appears on the registration books kept by the Town on the fifteenth day of the month proceeding each Payment Date. Principal and interest are payable in lawful money of the United States of America.

This Bond is issued pursuant to the Constitution and statutes of the State of North Carolina, including, The Local Government Bond Act and regulations of the North Carolina Legal Government Commission ("LGC"), and resolutions of the Board of Commissioners of the Town and the Bond Order entitled:

> BOND ORDER AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE TOWN OF CEDAR POINT IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $2,500,000 FOR THE PURPOSE OF FINANCING, IN PART, THE ACQUISITION OF LAND IN THE TOWN TO BE USED AS A PUBLIC PARK

which was authorized and adopted by the County on March 16, 2015. The Bond is issued to provide funds to finance, in part, the acquisition by the Town of approximately 56.55 acres of land located at 301 Masonic Avenue in the Town to be used as a public park.

This Bond is subject to optional redemption prior to maturity in whole, at the option of the Town and upon not less than thirty (30) days' notice to the Purchaser (i) on any Payment Date occurring on or after August 1, 2024 and on or before May 1, 2027, at the redemption price of 101% of the principal amount to be redeemed, and (ii) on any Payment Date occurring on or after August 1, 2027, at the redemption price of 100% of the principal amount to be redeemed, without premium.

This Bond is subject to optional redemption prior to maturity in part, at the option of the Town (i) on or after the date upon which the Purchaser receives documentation in form and substance reasonably satisfactory to the Purchaser and demonstrating that the Town has received the proceeds of a $1,000,000 grant from the North Carolina Clean Water Trust Fund, in an amount equal to such grant proceeds, without premium, and (ii) on or after the date upon which the Purchaser receives documentation in form and substance reasonably satisfactory to the Purchaser demonstrating that the Town has received the proceeds of a $500,000 grant from the North Carolina Parks and Recreation Trust Fund, in an amount equal to such grant proceeds, without premium.

This Bond shall be subject to mandatory redemption in part on the dates and in the amounts set forth on Exhibit A attached hereto.

Registration of transfer of the Bond and exchange of certificates thereof may be effected at the office of the Town. This Bond may only be transferred to an affiliate of the Purchaser, or to a bank, insurance company or similar financial institution or any other entity approved by the LGC.

The full faith and credit and taxing power of the Town are hereby irrevocably pledged for the payment of principal of and interest on this Bond.

All acts, conditions and things required by the Constitution and statutes of the State of North Carolina to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and the issue of bonds of which this Bond is one, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the State of North Carolina. This Bond shall be governed by the laws of the State of North Carolina.

This Bond shall not be valid until the Town shall have executed the Certificate of Authentication appearing hereon, and the certificate of the Local Government Commission has been executed, by an authorized representative thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Town of Cedar Point, North Carolina, has caused this Bond to be signed by the manual or facsimile signature of its Mayor, to be countersigned by the manual or facsimile signature of the Clerk to the Board of Commissioners of the Town, a manual or facsimile of its seal to be printed or affixed hereon, and this Bond to be dated _____.

TOWN OF CEDAR POINT, NORTH CAROLINA

_____
Scott Hatsell, Mayor
Board of Commissioners

_____
Jayne Calhoun, Clerk
Board of Commissioners

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the within-mentioned Bond Order.

TOWN OF CEDAR POINT, NORTH CAROLINA

Date Authenticated: _____ By:_____
Christopher D. Seaberg, Town Administrator

The issue hereof has been approved under the provisions of The Local Government Bond Act of North Carolina.

By: _____
Greg C. Gaskins, Secretary
Local Government Commission

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____

_____

_____

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____, _____, _____ Attorney, transfer said bond on the hooks kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

NOTICE: Signature(s) must be guaranteed by a member firm of New York Stock Exchange or a commercial bank of trust company.

_____

(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT A

Redemption Schedule

Payment Date	Principal Payment
8/1/2019	$ 28,125.00
11/1/2019	28,125.00
2/1/2020	28,125.00
5/1/2020	28,125.00
8/1/2020	28,125.00
11/1/2020	28,125.00
2/1/2021	28,125.00
5/1/2021	28,125.00
8/1/2021	28,125.00
11/1/2021	28,125.00
2/1/2022	28,125.00
5/1/2022	28,125.00
8/1/2022	28,125.00
11/1/2022	28,125.00
2/1/2023	28,125.00
5/1/2023	28,125.00
8/1/2023	28,125.00
11/1/2023	28,125.00
2/1/2024	28,125.00
5/1/2024	28,125.00
8/1/2024	28,125.00
11/1/2024	28,125.00
2/1/2025	28,125.00
5/1/2025	28,125.00
8/1/2025	28,125.00
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2/1/2026	28,125.00
5/1/2026	28,125.00
8/1/2026	28,125.00
11/1/2026	28,125.00
2/1/2027	28,125.00
5/1/2027	28,125.00
8/1/2027	28,125.00
11/1/2027	28,125.00
8/1/2019	28,125.00
11/1/2019	28,125.00
2/1/2020	28,125.00
5/1/2020	28,125.00
8/1/2020	28,125.00
11/1/2020	28,125.00
2/1/2021	28,125.00

5/1/2021	28,125.00
8/1/2021	28,125.00
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11/1/2035	28,125.00
2/1/2036	28,125.00
5/1/2036	28,125.00
8/1/2036	28,125.00

11/1/2036	28,125.00
2/1/2037	28,125.00
5/1/2037	28,125.00
8/1/2037	28,125.00
11/1/2037	28,125.00
2/1/2038	28,125.00
5/1/2038	28,125.00
8/1/2038	28,125.00
11/1/2038	28,125.00
2/1/2039	28,125.00
5/1/2039	28,125.00

Tab 7 Ordinance Adjusting the Board of Adjustment Membership

Town of Cedar Point

Ordinance Adjusting the Board of Adjustment Membership

WHEREAS, the Town of Cedar Point has a Board of Adjustment established to handle all quasi-judicial zoning matters within both the Town's corporate and extraterritorial jurisdictions; and

WHEREAS, the Cedar Point Mayor and Board of Commissioners have expressed interest in adjusting membership for the Board; and

WHEREAS, the Cedar Point Mayor and Board of Commissioners have expressed interest in serving as the Board of Adjustment for the Town;

Now therefore, BE IT ORDAINED by the Board of Commissioners of the Town of Cedar Point as follows:

Part I.

Subsection Section 2-21.1 of the Cedar Point Town Code is amended to read as follows (with new text underlined and deleted text being stricken through):

§ 2-25. Board of Adjustment.

§ 2-25. 2. Composition and Term of Office.

The Board of Adjustment shall consist of five (5) regular members, two (2) alternate members, and one (1) extraterritorial jurisdiction ("ETJ") member. The five (5) regular members shall be the four (4) town commissioners and the mayor. ~~and two (2) alternate members must be residents of the town and shall be appointed by the board of commissioners. The first five (5) members appointed by the board of commissioners shall have staggered terms of one (1) 1-year term, two (2) 2-year terms, and two (2) 3-year terms. After the initial appointments, the Board of Adjustment members will be appointed to serve 3-year terms.~~

The one (1) ETJ member shall reside in the town's extraterritorial jurisdiction and shall be appointed by the Board of County Commissioners, or by the Town Council if the County Commissioners fail to make the appointment within the time permitted by law. The ETJ member will have a three year term. The ETJ member will vote only on matters arising in the ETJ.

Part II

This ordinance is effective April 30, 2019.

Part III

The town clerk is authorized to re-number the sections of this ordinance to reflect the numbering system of the Town Code if necessary and to include this ordinance in Town Code having inserted the new language and stricken the deleted language.

Adopted on motion of commissioner _____ and carried on a vote of ____ in favor and ____ against.

This the ____ day of _____, 2019

TOWN OF CEDAR POINT

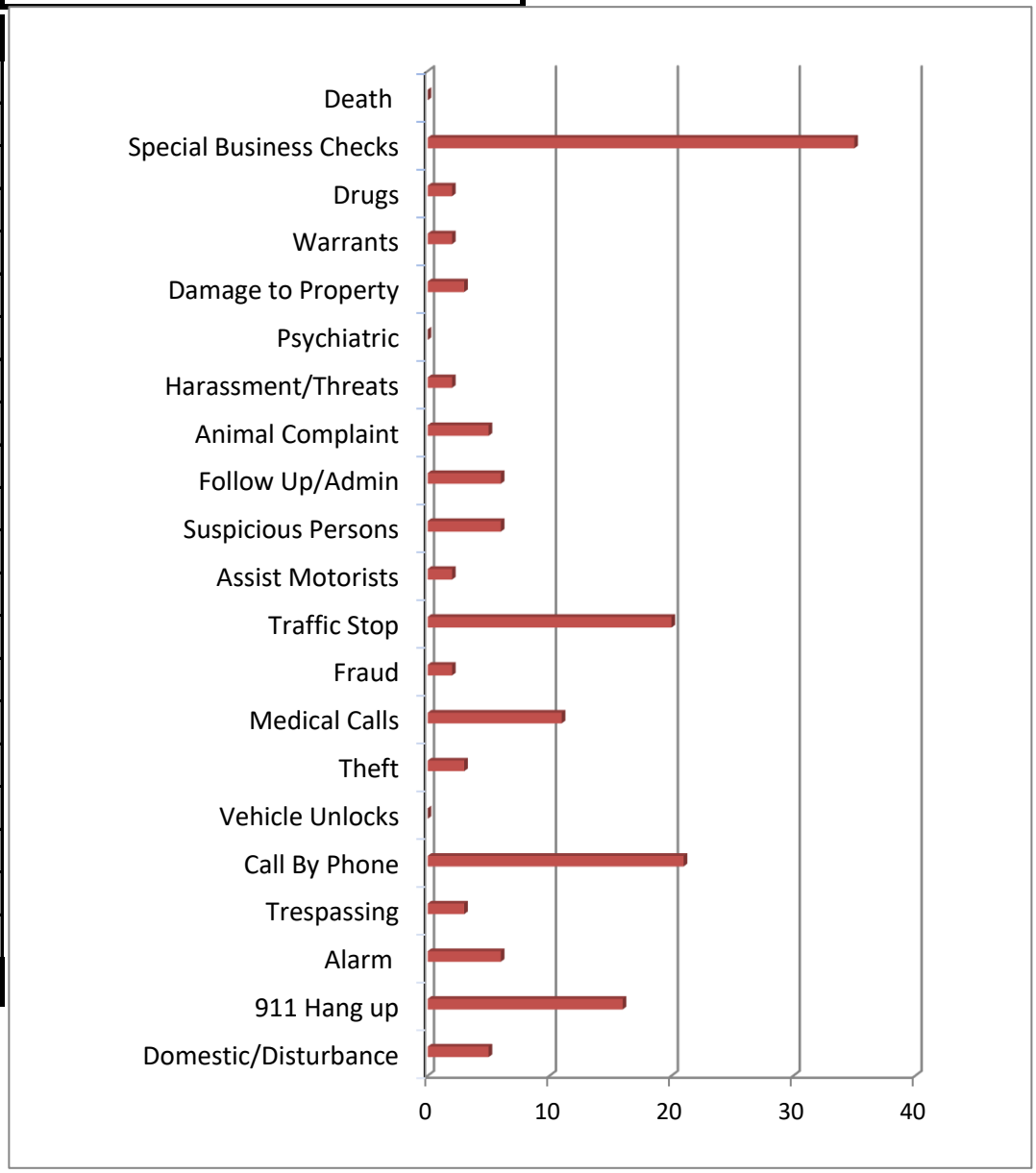
By: _____
Scott Hatsell, Mayor

Attest: _____
Jayne Calhoun, Town Clerk

Tab 8 Deputy and WCFD Reports

Cedar Point Reported Calls	2/14/2019-3/13/2019

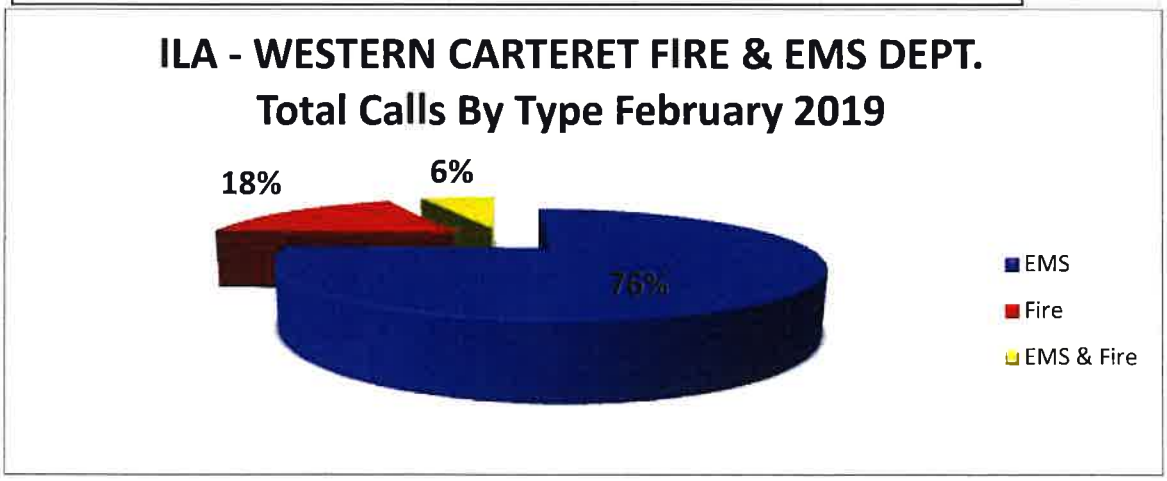
Nature of Call	Quantity
Domestic/Disturbance	5
911 Hang up	16
Alarm	6
Trespassing	3
Call By Phone	21
Vehicle Unlocks	0
Theft	3
Medical Calls	11
Fraud	2
Traffic Stop	20
Assist Motorists	2
Suspicious Persons	6
Follow Up/Admin	6
Animal Complaint	5
Harassment/Threats	2
Psychiatric	0
Damage to Property	3
Warrants	2
Drugs	2
Special Business Checks	35
Death	0
	TOTAL: 170



Western Carteret Fire & EMS Department/Interlocal Agency
Call Volume Report for **2/1/2019** through **2/28/2019**
Communities/Zones in RED are in the Western Carteret Fire ***OR*** EMS District

Community	EMS	Fire	EMS & Fire	TOTAL
1 Bear Creek	0	0	0	-
2 Bogue	1	1	-	2
3 Broad & Gales	5		-	5
4 Cape Carteret	16	4	4	24
5 Carteret Co. (uninc.)	9	1	1	11
6 Cedar Point	20	2	1	23
7 Emerald Isle	5	4	1	10
8 Hubert	-	-	-	-
9 Jones County	1	-	-	1
10 Onslow County	2	1	-	3
11 Peletier	19	3	2	24
12 Stella Sta. 2,District #2	20	4	-	24
14 S-boro	-	4	-	4
15 M-head City	-	-	-	-
16 Newport	1	1	-	2
17 Onslow Cty Stand Bys	11	-	-	11
19 Salter Path Indian Bch.	-	1	-	1
TOTAL:	110	26	9	145
If 2 separate depts	119	35		

	EMS	Fire	EMS & Fire
WCFD	110	26	9
	75.9%	17.9%	6.2%

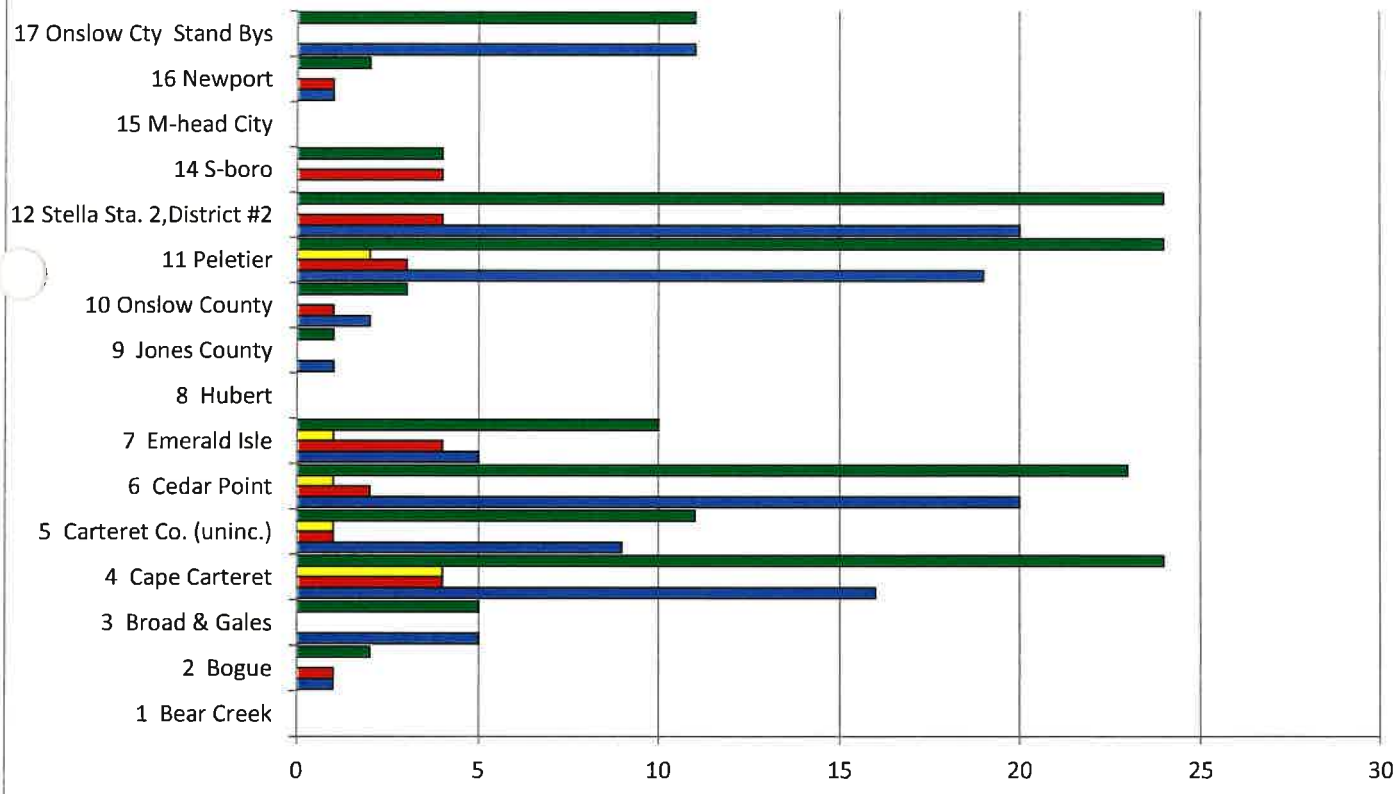


Western Carteret Fire & EMS Department/Interlocal Agency
Call Volume Report for **2/1/2019** through **2/28/2019**
Communities/Zones in RED are in the Western Carteret Fire ***OR*** EMS District

The monthly report reflects the call volume for the month of **February 2019**.

The month of **February** is another traditionally slow period, however in 2019; not so much . Total calls were **145**. Of the total calls; **119** were EMS, **9** required the services of both fire and EMS units and **26** were fire related calls. This month approximately **18%** of the responses were mutual aid or auto aid calls ***to*** our neighboring communities, this does ***NOT*** include EMS Stand-bys to Onslow County which are remaining low at about **7- 8%** of our calls during February.

ILA-WESTERN CARTERET FIRE & EMS DEPT.
February 2019 Calls By Jurisdiction & Type



	1 Bear Creek	2 Bogue	3 Broad & Gales	4 Cape Carteret	5 Carteret Co. (uninc.)	6 Cedar Point	7 Emerald Isle	8 Hubert	9 Jones County	10 Onslow County	11 Peletier	12 Stella Sta. 2,District #2	14 S-boro	15 M-head City	16 Newport	17 Onslow Cty Stand Bys
TOTAL	-	2	5	24	11	23	10	-	1	3	24	24	4	-	2	11
EMS & Fire	0	-	-	4	1	1	1	-	-	-	2	-	-	-	-	-
Fire	0	1		4	1	2	4	-	-	1	3	4	4	-	1	-
EMS	0	1	5	16	9	20	5	-	1	2	19	20	-	-	1	11

Respectfully,

Kevin J. Hunter — Chief of Department

Tab 9 Town Administrator Report

Fir Street Paving Update

TOWN OF CEDAR POINT

Town Administrator
Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

MEMORANDUM

TO: Cedar Point Mayor and Board of Commissioners

FROM: Christopher D. Seaberg, CFM
Town Administrator

DATE: March 26, 2019

SUBJECT: **Fir Street Paving Project Update**

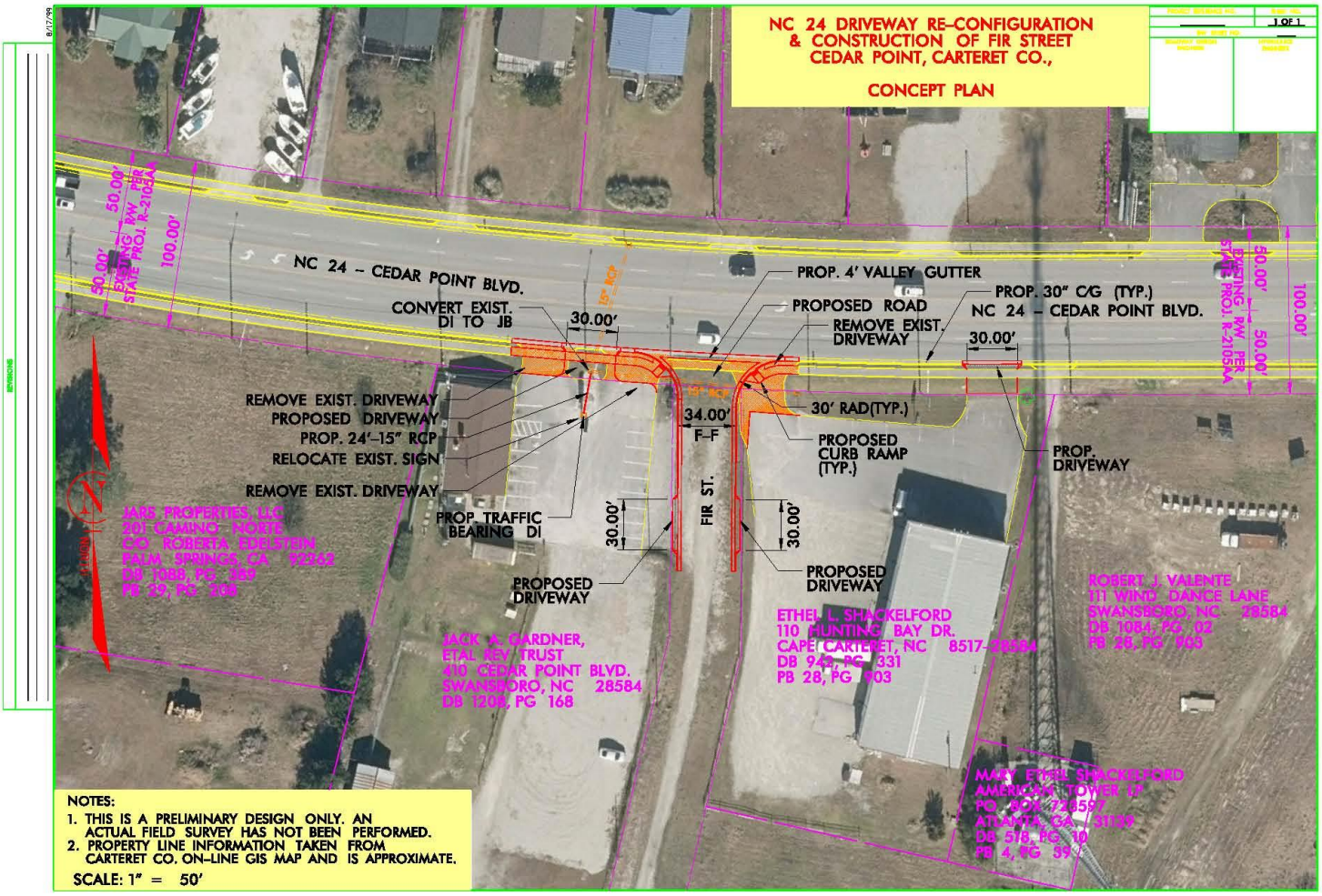
Site work began with this project on Monday, March 4, 2019. There have been some obstacles with this project that have slowed the progress some. Below you will see summaries of the obstacles:

1. There were concerns expressed regarding the removal of trees and shrubbery from the right-of-way.
    - Please note that as far back as June 2018, we began the conversations with property owners that had such items within the Fir Street right-of-way.
    - Further notification was sent via first class mail to on February 19, 2019 all of the property owners adjacent to the Fir Street right-of-way announcing the approximate starting date and warning that items within the ROW could be removed during this project.
2. There was a concern regarding the number of tiles accessing Fir Street.
    - A property owner requested a second tile for more access off of Fir Street. Unfortunately, we had to deny that request due to its effects on the stormwater capacity.

As of Thursday, March 21, 2019, all stormwater facilities have been dug, the roadway has been graded and rocked, and the permitted tiles have been installed. We are expecting the asphalt to be installed in the very near future.

PHASE 2

As previously expressed, the stormwater facilities for the entire Fir Street right-of-way has already been designed and permitted. Town staff has worked with NC DOT staff to develop an acceptable access to NC Hwy 24. The following drawing is a recommendation received from NC DOT regarding that access.



On Thursday, March 14, 2019, myself along with the Mayor, Commissioner Nash, NC DOT Division 2 Engineer Preston Hunter, Dave Newsome with Crystal Coast Engineering (our engineer), Alex Garner (owner and operator of Bogue House Restaurant), and Aaron Arnett (Mr. Garner's attorney) all met to discuss this proposal. Those present at that meeting supported this design.

Attempts were made to contact Ms. Shackelford on this meeting but we were unsuccessful. A future meeting with her should take place before moving forward on this project.

Please note that all costs associated with this connection to NC Hwy 24 (i.e. the sign relocation and utilities relocations) will be the responsibility of the Town.

Hurricane Florence Update

TOWN OF CEDAR POINT

Mayor
Scott Hatsell

Mayor Pro-Tem
Pam Castellano

Board of Commissioners
John Nash
David Winberry
Frankie Winberry

Town Administrator
Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

MEMORANDUM

TO: Cedar Point Mayor and Board of Commissioners

FROM: Christopher D. Seaberg, CFM
Town Administrator

DATE: March 26, 2019

SUBJECT: **Hurricane Florence Report Update (additional information colored red)**

The purpose of this report is to continue to provide the Board a "running total" as we recover from Hurricane Florence.

DEBRIS

After it was safe for Town staff to assess damages within Cedar Point, Public Works staff proceeded to clear what roads they could with Town equipment until the Mayor could get Bogue Sound Septic, our Phase 1 "Push Contractor", to begin work. Once mobilized, they made quick work clearing all roads within Cedar Point. The total cost for our Phase 1 Debris Contract was **$3,000.00.**

Not long after that, we were able to mobilize Custom Tree Care, Inc., our Phase 2 "Pull Contractor". Debris collection and removal began on Wednesday, September 26, 2018 and ended on Wednesday, October 31, 2018. All invoices for the debris collection have been received and paid for. Below is the total cost for the debris collection of both vegetative and Construction/Demolition (C&D) Debris collection:

- **$287,926.08**

- Total Cubic Yards of Debris Collected: **46,007 cubic yards**
    - 40,910.25 cubic yards of vegetative debris
    - 5,096.75 cubic yards of C&D debris

A comparison of damages from previous storms is shown below:

- Hurricane Matthew (2016) = 650 cubic yards of vegetative only
- Hurricane Irene (2011) = 4,500 combined cubic yards of both Vegetative and C&D debris
- Hurricane Ophelia (2005) = 800 combined cubic yards of both Vegetative and C&D debris

Please note that per FEMA requirements, we were required to contract with a Certified Monitoring Contractor for the collection. The Town contracted with Johnson Environmental Services for this service. All invoices for the monitoring have been received and paid for. The total cost for monitoring is **$56,167.77.**

Force labor, overtime, equipment use with this recovery effort equals **$19,241.96**

Incidental costs associated with this recovery including legal services, purchasing damaged or lost road signs, replacing damaged equipment, etc. equates to a current total of **$1,975.98.**

DAMAGED STRUCTURES

Town staff is also working to ensure that Town code is followed for work occurring after this event. Per the report provided by Carteret County, there were 56 residential and 8 Commercial structures substantially damaged (50% or more of the value) within Cedar Point's corporate limits. As listed in numerous areas of our Code of Ordinances and Zoning Code, structures that are substantially damaged must come into compliance with the current code once reconstructed. This includes correcting setback encroachments, requiring the elevation of structures that are within the floodplain, and any other action necessary to bring structures up to code.

Please note that Town staff has worked with each property owner individually to assist in this effort. We have found that the initial estimate used by the County to determine a structure was substantially damaged were more of a "windshield survey estimate". Further investigation and review of property owner's documentation have removed most of these structures off "the list".

Carteret County will be petitioning FEMA for a County-Wide Hazard Mitigation Grant Program (HMGP) Elevation Project. This is an assistance program to help fund the elevation of existing structures located within a special flood hazard area that is below the regulatory standard. We have forwarded the information on the County's efforts to the

property owners that have expressed an interest in participating in the program. We will assist the County to help ensure as many proposed projects participating can get funded.

DAMAGED SIDEWALK

Town staff is also working with FEMA, NCES, and NCDOT personnel to not only replace the sections of sidewalk damaged in the storm but to have install measures that will prevent future damages.

This area has a history of damage with the first occurring after **Hurricane Ophelia in 2005**. The replacement costs, at that time, was **$23,626.25**. Town staff applied under the Public Assistance format with FEMA for reimbursement funding along with mitigation funding to install a "riprap" barrier to better protect the sidewalk. **FEMA reimbursed the Town $19,100.00** for the sidewalk replacement and denied the Town's request for mitigation funds.

The sidewalk was damaged again during **Hurricane Irene in 2011**. The Town only submitted for reimbursement of the **$14,390.00** incurred to replace the damaged sidewalk. That request was denied.

We have received estimates to repair the sidewalks to a pre-storm status that equal $25,000. Mitigation measures, if funded by FEMA or NCDOT, will occur sometime after the sidewalks are repaired.

Staff advertised for bid proposals on January 29, 2019 and entered into a contract to proceed with Sunland Development, Inc. to repair the sidewalk and road shoulder to pre-Hurricane Florence status on February 18, 2019. The bid, along with anticipated administrative costs will total less than the $25,000 budgeted amount adopted on January 22, 2019. This project is expected to be complete around the first week of March, weather permitting.

LOSS REVENUE FROM WAIVING PERMIT FEES

During the period of September 25, 2018 – February 19, 2019, the Town issued a total of 23 "Hurricane Damage" zoning permits (a loss of $1,150). Staff feels that it is time to end this waiver and ask the Mayor and Commissioners for their support. We are finding that most organizations ended this waiver with the new year, but we were still fielding such requests. Those requests have dwindled dur this month leading me to suggest ending the waiver at the end of February.

REIMBURSEMENT REQUESTS RESULTS

The Town has submitted applications for reimbursements of Hurricane Florence costs for the amounts listed above. As of Monday, February 18, 2019, we are aware of a reimbursement award in the amount of $366,335.81. This award includes expenses under

a Category A designation, which includes expenses specifically for debris collection and disposal only. The NC Department of Emergency Management must first inspect the Town to certify the work has been completed. Once that occurs, we can expect to receive the reimbursement funds for debris management. Please note that staff has requested the inspection performed as soon as possible.

The expenses for the sidewalk repair and incidental costs listed above are under a Category C designation. FEMA has denied reimbursement of these funds because NC Hwy 24 is a Federal Aid Hwy. After receiving that information, Town Staff discussed this matter with representative of NC DOT and Congressman Jones' office to find alternate means to be reimbursed for this expense. The result of these discussions have the Town requesting through the NC Department of Emergency Services a reimbursement from FHWA versus FEMA for this expense.

Also note FEMA has a Category Z that can be used to recoup personnel cost associated with the various meetings and documentation work. We have applied under this category also.

Carteret Addressing Agreement

TOWN OF CEDAR POINT

Town Administrator
Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

MEMORANDUM

TO: Cedar Point Mayor and Board of Commissioners

FROM: Christopher D. Seaberg, CFM
Town Administrator

DATE: March 26, 2019

SUBJECT: **Carteret County Addressing Agreement**

The Mayor and Commissioners originally reviewed this agreement with the Town Staff and Attorney during the January 24, 2017 regular. At that meeting, Board members questioned some of the language in the document and instructed staff and the attorney to get clarification on it. An email, dated January 31, 2017, to Allen Willis GIS Manager with Carteret County IT requested clarification on some items of the Town's and attorney's concerns:

> "I cannot recommend that CP agree to these provisions in Section 6 of the propose agreement with the county:
>
> (5) The Town shall indemnify, defend, waive, and hold harmless Carteret County and its officers, employees, agents, and successors from and against all claims, damages, liabilities, losses, civil or administrative proceedings, costs, or expenses arising out of or related to any services performed by the County under this agreement.
>
> (6) . . . . except in the event of any litigation that may arise from the enforcement of the Addressing Ordinance by the County to such persons or property within the Town, the total litigation expense

> shall be borne by the Town; and
>
> I assume that no existing address will be changed. Is that correct? If so, let's include such a statement in the agreement."

We received the following answer from Mr. Willis on January 31, 2017:

> "Chris, we can't say for sure that no existing address will ever be changed. We get requests all the time from the dispatchers to correct addresses so that they work within the system in a way that the responders can find them in an acceptable amount of time. For example, if there is a house that is addressed out of order or out of a specified range of addresses tied to a section of the road centerline, then it will not locate on the responders maps/system and they could end up riding around, searching for the address when there may be an impending emergency. If there is a need to correct or fix an address so that the responders can do their jobs more effectively, with the safety of the citizens always being top priority, then we would change those existing addresses. We currently work with towns to do this, and we would continue to make this information available to the towns in an effort to keep them informed of the situations as they arise. Where some of the problems are for us, for some reason residents get attached to addresses and forget about the safety aspect. In those cases we have to make the decision that safety is more important than having a specific house number as part of their address. We don't change addresses unless there is an issue brought to our attention, usually by the first responders or the dispatchers that work closely with those responders."

The following response was drafted and emailed to Mr. Willis on October 2, 2017:

> I certainly understand the County's stance on potentially changing addresses. I think the Town is more concerned with what was expressed by the Town Attorney:
>
> "I cannot recommend that CP agree to these provisions in Section 6 of the propose agreement with the county:
>
> (5) The Town shall indemnify, defend, waive, and hold harmless Carteret County and its officers, employees, agents, and successors from and against all claims, damages, liabilities, losses, civil or administrative proceedings, costs, or expenses arising out of or related to any services performed by the County under this agreement.
>
> (6) . . . . except in the event of any litigation that may arise from the enforcement of the Addressing Ordinance by the County to such persons or property within the Town, the total litigation expense shall be borne by the Town; and"

Follow-up emails correspondences took place through 2018 and early this year with the following response from the County on March 21, 2019:

> "…we won't be able to amend the MOA for you, as we have had other municipalities already sign off on it. So it's a take it or leave it thing. Sorry for the inflexibility!..."

With all this said, it seems like we need to readdress this agreement, as written, and see if the Board is comfortable with the terms.

For your review, the original copy of the agreement and the County's Road Naming and Addressing regulations are enclosed with this memorandum for review. I would recommend considering an action on this agreement at the April 30, 2019 regular meeting.

INTERLOCAL AGREEMENT FOR MUNICIPAL 911 ADDRESSING ASSIGNMENT BY CARTERET COUNTY GIS

This agreement is made and entered into this __ day of ____ 2017, between the County of Carteret, a body politic and political subdivision of the State of North Carolina (hereinafter the "County") and the Town of ____, a municipal corporation (hereinafter the "Town") located in Carteret County, North Carolina, for the purpose of improving emergency response through the conversion of existing municipal addresses to a consistent and coherent addressing system; and establishment of an official process by which roads are named, addresses are assigned and displayed, and the addressing system is maintained, the parties enter the following agreement:

WITNESSETH:

WHEREAS, the parties are authorized pursuant to NC General Statutes Chapter 160A to enter into Interlocal Agreements for the purpose of executing any undertaking; and

WHEREAS the County is currently engaged in the process of naming all roads within the County's addressing jurisdiction and in numbering all structures taking access thereon for purposes of providing a comprehensive county wide system to assist in prompt emergency response; and

WHEREAS the Town desires to have the County perform these services and other addressing associated functions within the Town, or a portion thereof; and

WHEREAS the County has agreed to perform this task for the Town, without expense to the Town; and

THEREFORE, the County of Carteret, by and through its Board of Commissioners, and the Town, by and through its Board of Commissioners, hereby enter into this Agreement the date first above written.

Section 1. Purpose and Authority

The purpose of this Agreement is to establish an official process by which roads are named, addresses are assigned and displayed, and the addressing system is maintained between Carteret County and Towns located within Carteret County. This Agreement is authorized pursuant to NC GS 160A-461.

Section 2. Duration

The duration of this Agreement shall commence upon adoption of the agreement by the governing boards of the County and the Town and shall exist and remain effective until terminated as provided herein.

Section 3. Termination

This Agreement may be terminated by either party upon ninety days advance notice in writing.

Section 4. Amendments

This Agreement may be amended only by the written consent of the County and the Town.

Section 5. County Obligations

(1) The County will assign an address for each addressable structure taking access upon roads. The County will follow the Carteret County Chapter 16 Road Naming and Addressing Ordinance when assigning an address. The owner of the property on which the structure is located will be notified of the assigned address from the County; and

(2) All County staff performing addressing for the Town shall notify the Town of any addresses assigned or changed within the Town; and

(3) The County recognizes the Town has final approval of all proposed road names within the Town.

(4) The County shall provide an initial review of all proposed road names within the Town to ensure compliance of the road name content with Section 16-6 of the Carteret County Road Naming and Addressing Ordinance.

Section 6. Town Obligations

(1) The Town shall provide the County with any maps or information necessary for address assignment (e.g., approved preliminary subdivision, mobile home park plats, individual building sites) that will assist the County in identifying addressable structures and road locations as soon as possible; and

(2) The Town shall provide the County with written approval of road name(s) and location; and

(3) Road signage with the Town shall be the responsibility of the Town; and

(4) The County's Road Naming and Addressing Ordinance, as it may be amended from time to time, by the execution of this contract as well as by a resolution of the Town, is hereby adopted by the Town, and shall apply with the same force and effect as the Road Naming and Addressing Ordinance of the Town as fully set forth herein; and

(5) The Town shall indemnify, defend, waive, and hold harmless Carteret County and its officers, employees, agents, and successors from and against all claims, damages, liabilities, losses, civil or administrative proceedings, costs, or expenses arising out of or related to any services performed by the County under this agreement.

(6) The administration of the Addressing Ordinance and related activities shall be performed at no charge to the Town, except in the event of any litigation that may arise from the enforcement of the Addressing Ordinance by the County to such persons or property within the Town, the total litigation expense shall be borne by the Town; and

Section 7. Joint Obligations

(1) The parties agree to work together to devise a mutually agreeable assignment of addresses and streets.

(2) The parties agree to cooperatively communicate, in a timely manner, regarding any changes in addresses and streets.

(3) The parties agree to discuss any modifications that may be necessary to satisfy the desires of the parties or any other local, state, or federal requirements.

(4) This Agreement represents the entire agreement between the Town and the County. This Agreement supersedes all prior negotiations, representations or agreements, where written or oral.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of the County and the Town.

COUNTY OF CARTERET

(seal) By:_____
Chairman, Board of Commissioners

Attest:

_____
Clerk to the Board

TOWN OF _____

(seal) By: _____
Mayor

Attest:

_____
Town Clerk

Chapter 16 - ROAD NAMING AND ADDRESSING

Sec. 16-1. - Title.

This chapter shall be known and may be cited as the road naming and addressing ordinance of the County of Carteret, North Carolina.

(Amd. of 4-16-07(3))

Sec. 16-2. - Authority.

This chapter is hereby adopted under the authority and provisions of G.S. 153A-239.1, 153A-21, and 153A-123.

(Amd. of 4-16-07(3))

Sec. 16-3. - Jurisdictional coverage.

All public and private roads in unincorporated portions of the county are included within the jurisdiction of this chapter. Every addressable structure within the unincorporated portions of the county are also included within the jurisdiction of this chapter. Those areas which today or in the future may be within the extraterritorial jurisdiction of any municipality, it is necessary that such municipalities maintain these road names as they are approved and filed into public records.

(Amd. of 4-16-07(3))

Sec. 16-4. - Purpose and intent.

The purpose and intent of this chapter are to establish an unique and uniform system of road naming and assigning of addresses for all properties and buildings throughout the county, to insure the road name identification signs are placed at all secondary road intersections, and to outline a procedure for reviewing road names and installing and maintaining road name signs on all secondary roads. This is necessary in order to facilitate public safety and emergency response service and to minimize difficulty in locating properties and buildings for public service agencies and the public.

(Amd. of 4-16-07(3))

Sec. 16-5. - Definitions.

The following words and phrases when used in this chapter shall have the meaning respectively ascribed to them in this section.

Building means a structure having a roof supported by columns or walls for the shelter of persons, for residential, business, institutional, or industrial use. When separated by division walls from the ground up without openings, each such enclosure shall be deemed a separate building.

Developer means any person undertaking any development as defined in the county subdivision ordinance.

Driveways means a private way, beginning at the property line of a lot abutting a public road, private road, easement or private right-of-way, giving access from public road, recorded easement, recorded private road or private right-of-way, and serving not more than three structures.

E911 address administrator means the official of Carteret County charged with the administration of this chapter, under supervision by the director of emergency services.

Multiple dwelling unit means a building used or capable of being used for residential purposes wherein more than two separate and distinct places of habitation exist.

Private road means any one-way or two-way road for ingress and/or egress not for use by the public that serves four or more structures.

Public road means any road, street, highway, thoroughfare, or other way of passage that has been irrevocably dedicated to the public or in which the public has acquired rights by prescription, without regard to whether it is open for travel.

Road address means the combination of numbers and road names assigned by the county that identifies a particular building or lot.

Subdivision road means any dedicated and accepted public right-of-way for vehicle traffic, or a private road, either of which were established pursuant to the county subdivision ordinance.

(Amd. of 4-16-07(3))

Sec. 16-6. - New road names.

(a) No new public or private roads shall be named without review and recommendation by the E911 address administrator, the county planning commission and approval of the county board of commissioners.

(b) The name of any new road, whether it is public or private, shall not duplicate or be phonetically similar to any other road name already registered in the E911 address named by this chapter, any subsequent ordinances, amendments thereto or within a municipality located in the county, irrespective of the use of a suffix as street, drive, place, court, etc. This subsection shall not apply to the extension of existing roads, which should whenever possible be given the same name.

(c) New subdivision roads, whether public or private, shall be named when created through the subdivision process in accordance with those procedures outlined in the county subdivision ordinance.

(d) Private roads, which require naming to facilitate postal delivery and emergency response, shall be recognized by the citizens owning property adjacent to the road. Those people who live on roads that do no serve at least four households will be addressed off the public road from which it intersects. The name of the private road shall be commonly known by the community. The county will normally adopt the name preferred by at least 75 percent of the property owners on the road.

(Amd. of 4-16-07(3))

Editor's note— An amendment of April 16, 2007 enacted provisions intended for use as subsections (1)—(4). To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as subsections (a)—(d).

Sec. 16-7. - Administration and application.

The E911 address administrator will be responsible for the interpretation and administration of this chapter, including but not limited to:

(1) Assigning all numbers for properties and buildings.

(2) Compiling a database of addresses of each property and building.

(3) Recommending change of existing address when necessary to facilitate sequential house numbers along a road.

(4) Designation individual unit addresses within the multiple housing units in conformity with this chapter.

(5) Insuring that all roads which require naming have road identification signs, that all signs are uniform in construction, that all signs are placed at proper locations and properly installed, and that all signs that are either destroyed or lost are reinstalled in a timely manner.

(6) Any other activities necessary for the interpretation and administration of this chapter.

(Amd. of 4-16-07(3))

Sec. 16-8. - Display of road address numbers.

(a) Every owner of improved property shall purchase and display official address numbers so that they may be visible from the street on which the property fronts. The following criteria must be used to properly display the number:

(1) Address numbers must be a minimum of three inches in height for residential uses and shall be placed on the front of the building facing the road or on the end of the building nearest the road so as to be seen easily from the road in which it is accessed.

(2) Numbers for multiple dwelling units and nonresidential buildings shall be in accordance with state statutes and Code and shall be placed on the front of the building facing the road or on the end of the building nearest the road in which the building is accessed. Individual units shall be required to display address numbers at least three inches in height unit numbers on the front door or immediately adjacent to the door.

(3) Address numbers must be set on a background of a contrasting color.

(4) On a corner lot, the house number should face the street named in the address.

(5) If a building is more than 75 feet from any road, the address number shall be displayed on a sign attached to a fence, gate, lawn stake, mailbox (except when the mailbox is on the opposite side of the road from the structure), etc., adjacent to the road right-of-way in a manner that clearly identifies the entrance to a property.

(6) Address numbers should be plain block numeric numbers and not in alpha print.

(b) The E911 address administrator of the county may authorize and approve alternate methods of displaying house numbers on existing and new structures which meet the intent of this chapter.

(Amd. of 4-16-07(3))

Sec. 16-9. - Enforcement.

(a) No certificate of occupancy shall be issued by the building inspector until an official address has been displayed in accordance with this chapter.

(b) Owners of buildings already constructed will be required to comply with this chapter. Those persons which do not comply with this chapter will be notified and requested to meet the requirements within 60 days from the date of notification. A second notice will be issued after the 60 days if requirements have not been met. If the owner or occupant does not comply voluntarily with this chapter within 30 days of receiving delivery of the second notice by registered or certified mail or by hand delivery, enforcement action pursuant to G.S. 153A-123 may be initiated. Violation of this chapter is a

misdemeanor as provided by G.S. 14-4. The maximum fine or term of imprisonment may be imposed on violators.

(c) No person may remove, obliterate, conceal, or destroy any number or sign displayed in accordance with this chapter.

(d) The county will not be held responsible or liable from owners or occupants for personal injury or damage to buildings or dwellings constructed which do not comply with this chapter.

(e) The provisions of this chapter may from time to time be amended, supplemented, changed, modified or repealed by the board of commissioners.

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

(g) The county board of commissioners, upon review and recommendation of the E911 address administrator, may authorize a variance from these regulations when in its opinion, the interests of the general public would best be served by such variance.

(Amd. of 4-16-07(3))

Editor's note— An amendment of April 16, 2007, enacted provisions intended for use as subsections (1)—(7). To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as subsections (a)—(g).

Planning Board Report

TOWN OF CEDAR POINT

Mayor
Scott Hatsell

Mayor Pro-Tem
Pam Castellano

Board of Commissioners
John Nash
David Winberry
Frankie Winberry

Town Administrator
Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

MEMORANDUM

TO: Cedar Point Mayor and Board of Commissioners

FROM: Christopher D. Seaberg, CFM
Town Administrator

DATE: March 26, 2019

SUBJECT: **Planning Board Report for March 2019**

❖ **The Planning Board held its March Regular Meeting on Tuesday, March 8, 2019 at 6:30 p.m. at the J. Paul Tyndall Meeting Room of the Cedar Point Town Hall and took the following actions on agenda items:**

- **Review and discuss Attorney's Draft of the Unified Development Ordinance.**

  The Planning Board reviewed and discussed the proposed changes with staff. After some discussion by Planning Board members and receiving no comments from the public, the Planning Board approved a motion by a unanimous vote to table a decision on the changes until their May 2019 meeting to allow further review.

- **Preliminary Subdivision Review: Well Site - Ocean Spray Mobile Home Estates Subdivision – A 2 lot subdivision of tax parcel 5374-0778-2588 – 600 Ocean Spray Drive.**

  The Planning Board reviewed this application along with staff presentation (presentation attached to this memo). After some discussion by Planning Board members and receiving no comments from the public, the Planning Board approved a motion by a unanimous vote to approve this request.

❖ **The next Scheduled Planning Board meeting is Tuesday, April 2, 2019 at 6:30 p.m. at the Cedar Point Town Hall.**

CEDAR POINT PLANNING BOARD

PRELIMINARY SUBDIVISION REVIEW:
WELL SITE - OCEAN SPRAY MOBILE HOME ESTATES SUBDIVISION – A 2 LOT SUBDIVISION OF TAX PARCEL 5374-0778-2588 – 600 OCEAN SPRAY DRIVE

MARCH 5, 2019

REGULAR BOARD MEETING

Notes:

1. All distances are horizontal ground, U.S. survey feet.
2. All acreage calculated by coordinates.

Legend:

C/L - Centerline
catv - Cable TV Box
Ch - Cord
CPP - Corrugated Plastic Pipe
eb - Electric Box
EIP - Existing Iron Pipe
L - Arc Length
M.B. - Map Book
N.C.S.R. - North Carolina Secondary Road
NP - Non-monumented Point
pb - Telephone Box
Pg - Page
R - Radius
R/W - Right-of-way
RCP - Reinforced Concrete Pipe
SIP - Set Iron Pipe
SMN - Set Mag Nail
Sq. Ft. - Square Feet
YI - Yard Inlet

(43) - Existing Lot Number

(152) - Proposed Lot Number

This plat is a survey that is an exception to The Town of Cedar Point Subdivision Ordinance.

Town Administrator — Date

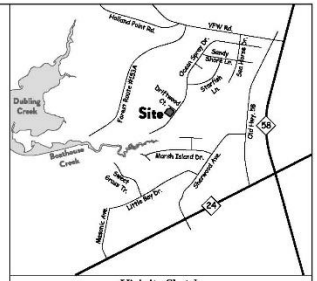
I, Cyrus Alan Bell, Professional Land Surveyor L-2699, certify to one of the following as indicated:

- ☐ A. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- ☐ B. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- ☒ C. Any one of the following:
  1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street.
  2. That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
  3. That the survey is a control survey.
  4. That the survey is of a proposed easement for a public utility as defined in G.S. 62-3.
- ☐ D. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.
- ☐ E. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyer's professional ability as to provisions contained in (A) through (D) above.

Preliminary

Cyrus Alan Bell, P.L.S., L-2699

NORTH CAROLINA PROFESSIONAL SEAL L-2699 LAND SURVEYOR CYRUS ALAN BELL



Vicinity Sketch
Not to Scale

I, Cyrus Alan Bell, certify that this plat was drawn under my supervision from an actual survey by me; that the ratio of precision as calculated by latitudes and departures is 1:10,000+; that the boundaries not surveyed are shown as broken lines plotted from information as referenced on this plat; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this _____ day of _____, A.D., 2019.

Preliminary

NORTH CAROLINA PROFESSIONAL SEAL L-2699 LAND SURVEYOR CYRUS ALAN BELL

NORTH CAROLINA ..... CARTERET COUNTY

I, _____
Review Officer of CARTERET County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer — Date

NORTH CAROLINA ..... CARTERET COUNTY

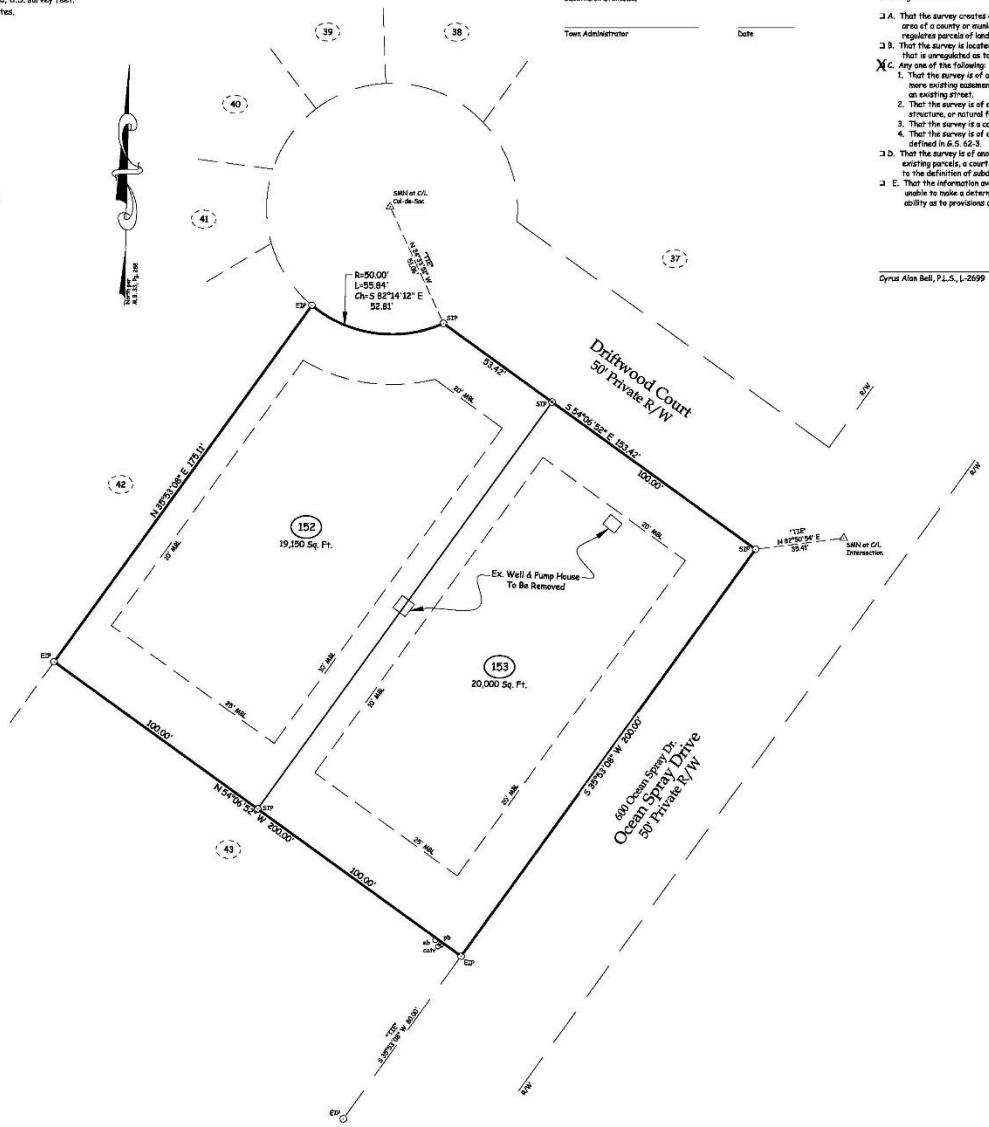
Filed for registration at _____ .M. on

the _____ day of _____ 2019.

Recorded in Map Book _____, Page _____
office of the Register of Deeds, Carteret County, N.C.

Register of Deeds

By _____



2 Lots
39,150.5 Sq. Ft. Total
Deed Ref: D.B. 611, Pg. 147
M.B. 26, Pg. 39, 40, 41
R-15M Zone
PIN #5374077828550000

Division Map

WELL SITE
OCEAN SPRAY MOBILE HOME ESTATES

Town of Cedar Point, Carteret Co., North Carolina

For:

Ocean Spray Homeowner Association, Inc.
P.O. Box 4722
Emerald Isle, North Carolina 28594

DATE: 02/18/19

SCALE: 1"=30'

0 10 20 30 60 90
FEET

Filename: 18375.dwg
COGO: 18375
Drawn By: JJS

BELL AND PHILLIPS
Engineers - Surveyors - Planners
Cedar Point, North Carolina
604E Cedar Point Blvd
Phone (252) 393-6101 - www.BellandPhillips.com
N.C. Firm License Number: F-0108

S:\18 Jobs\18375\18375.dwg, 2/18/2019 12:51:20 PM, JJS

CURRENT CONDITIONS

Tax Parcel Information:

Owner: OCEAN SPRAY HOMEOWNERS ASSO IN

Current PIN: 537407782855000

Site Address:
600 OCEAN SPRAY DR
CEDAR POINT

Mailing Address:

EMERALD ISLE NC 28594

Legal Description:
COMMON AREA OCEAN SPRAY

Prior PIN: 15026H0108

City Limits:

Rescue District: WSTRN CARTERET RESC

Fire District: WESTERN CARTERETFIRE

Tax District: 15

Township: WHITE OAK

Use: VACANT

Land Value: $1

Bldg Value: $0

Other Value: $0

Total Value: $1

Sale Price: $0

Deeded Acres: 1

Plat Ref: /

Deed Ref: 611 / 147

Bedrooms:

NBHD: 150068

Bldg Htd Sq Ft:

Bldg Tot Sq Ft: 0

Year Built:

Noise Level:

AICUZ Zone:

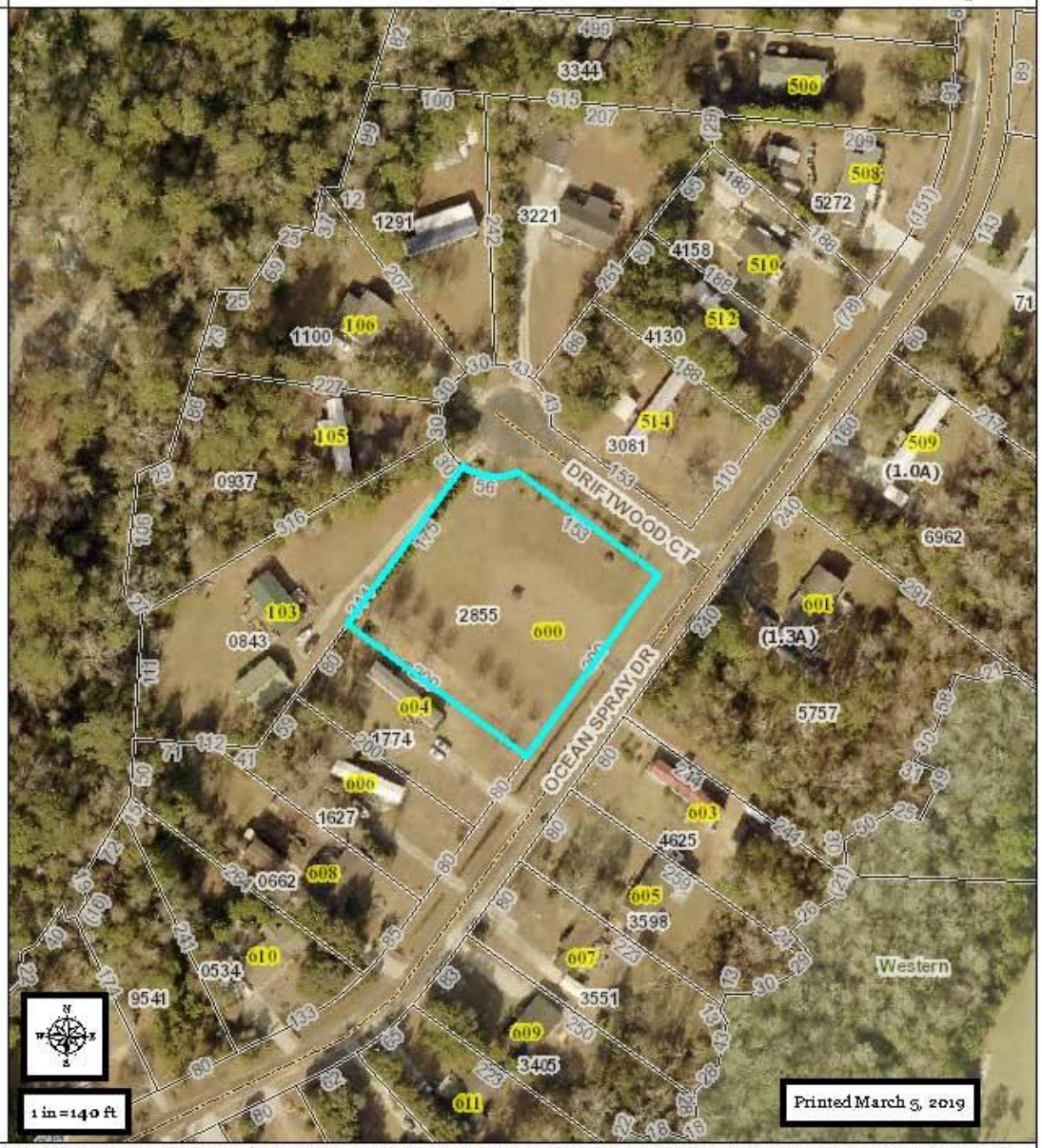
GIS Acres: 0.897

Roll Type: R

Deed Date: 0

Bathrooms:

Carteret County, N.C.

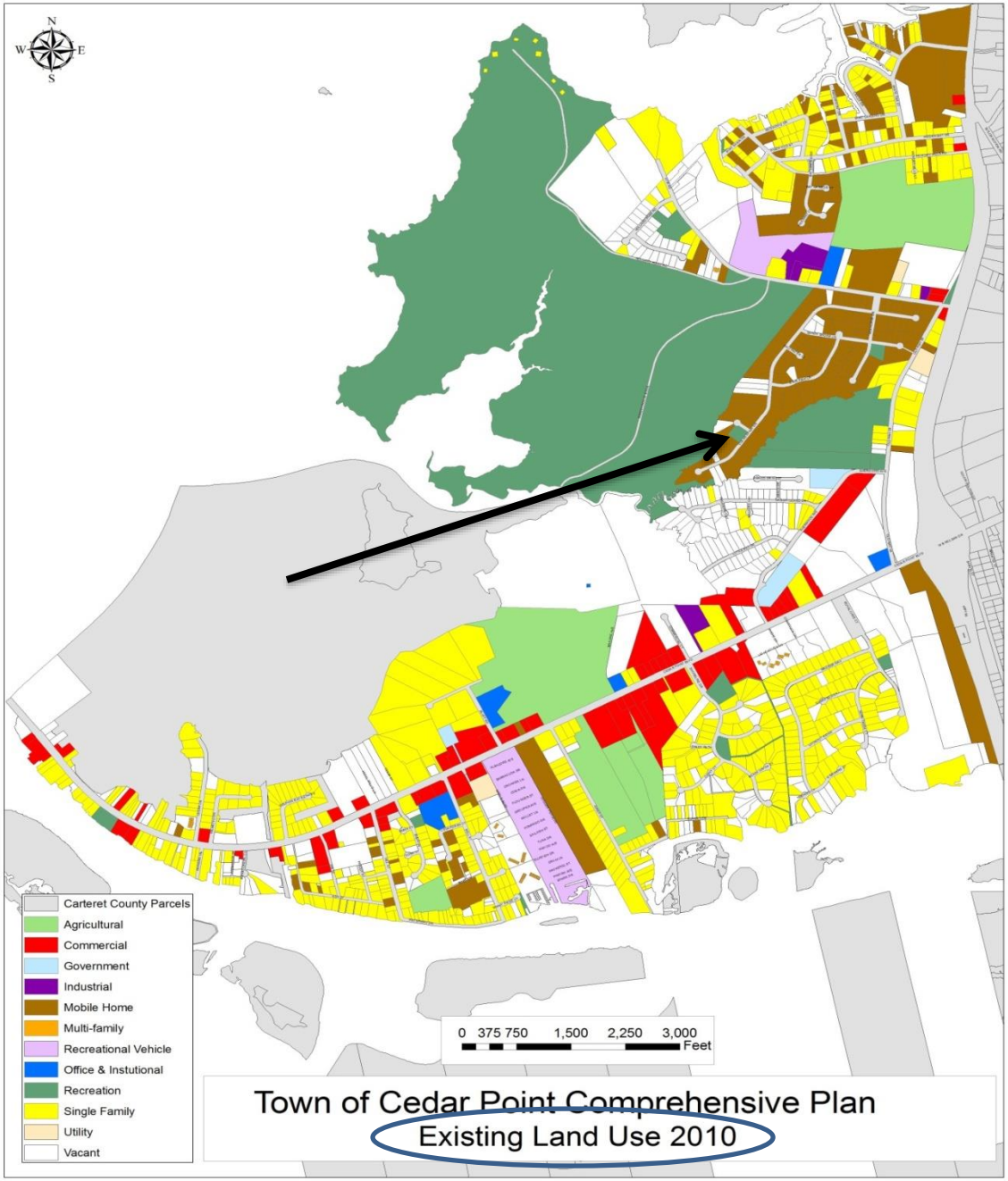


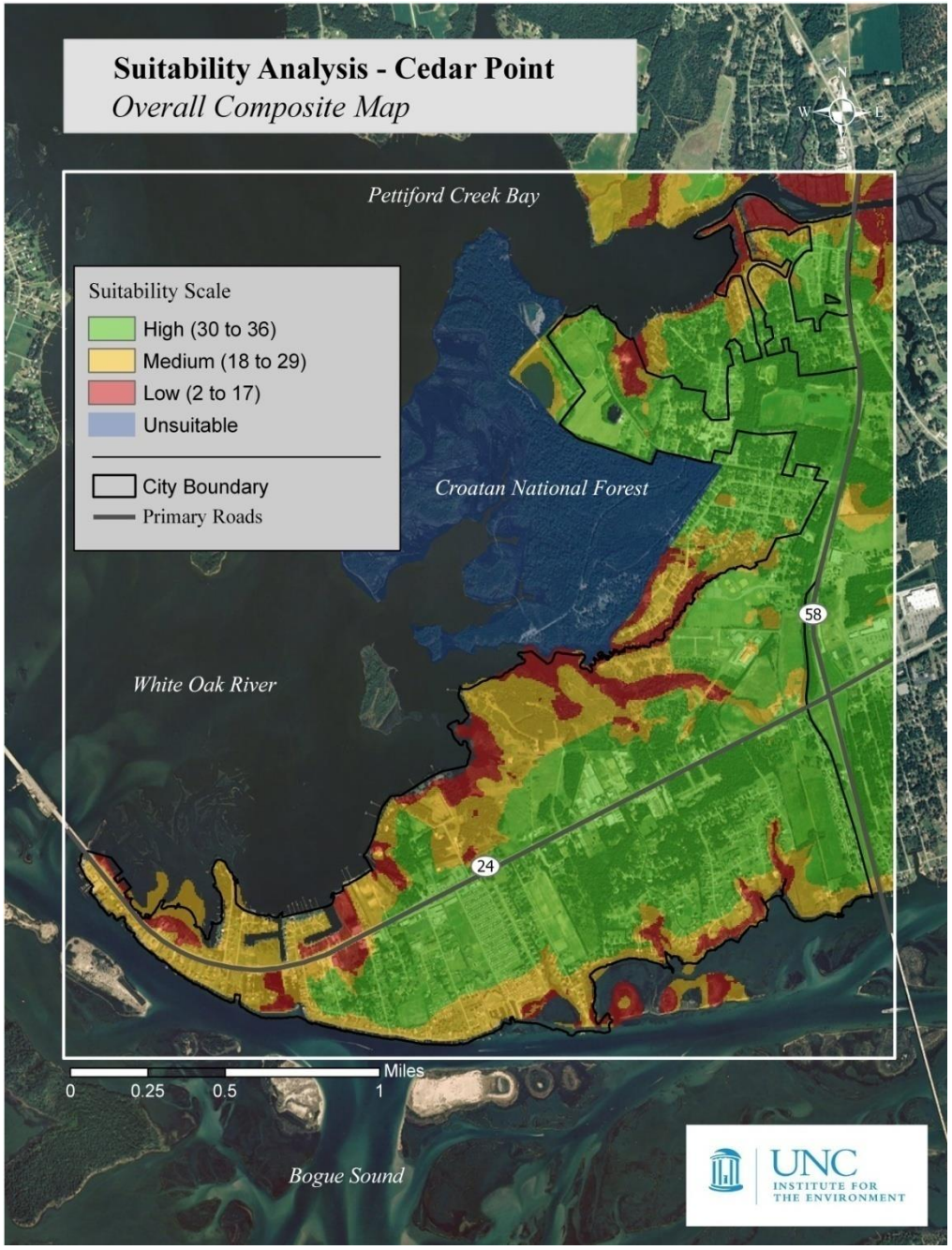
01/23/2017

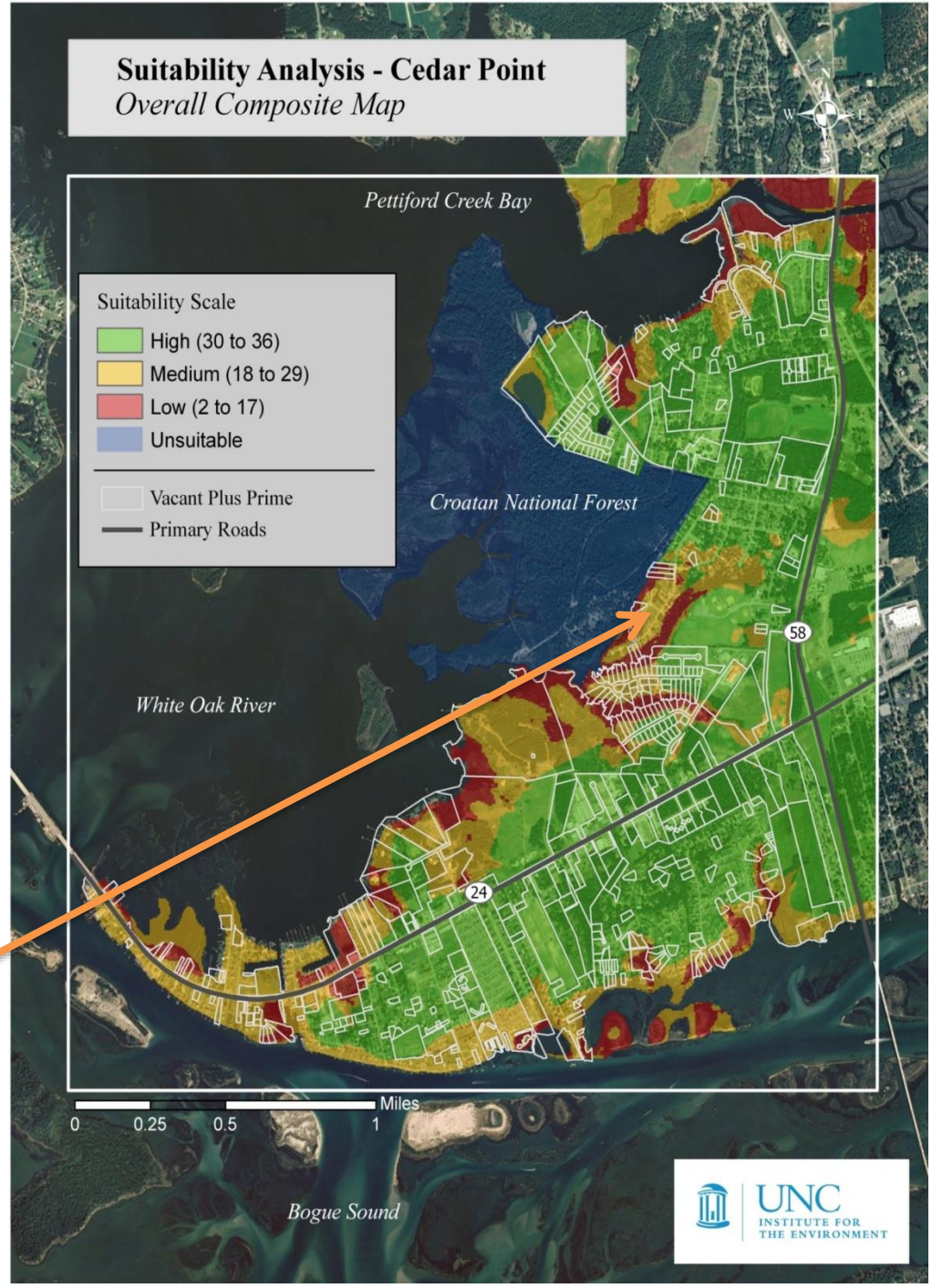
COMPREHENSIVE PLAN COMPATIBILITY

Community Vision

Cedar Point, the gateway to the Crystal Coast, is a peaceful, family oriented community that welcomes tourists and retirees. We want to retain our small-town character but meet the existing and future needs of our current and future residents. Cedar Point is home to many natural resources such as the pristine waters of the White Oak River and Bogue Sound. The town will encourage development that will protect these resources.


N
W
E
S
Carteret County Parcels
Agricultural
Commercial
Government
Industrial
Mobile Home
Multi-family
Recreational Vehicle
Office & Instutional
Recreation
Single Family
Utility
Vacant
0 375 750 1,500 2,250 3,000
Feet
Town of Cedar Point Comprehensive Plan
Existing Land Use 2010


Suitability Analysis - Cedar Point
Overall Composite Map
N
W
E
S
Pettiford Creek Bay
Suitability Scale
High (30 to 36)
Medium (18 to 29)
Low (2 to 17)
Unsuitable
City Boundary
Primary Roads
Croatan National Forest
58
White Oak River
24
Miles
0
0.25
0.5
1
Bogue Sound
UNC
INSTITUTE FOR
THE ENVIRONMENT


Suitability Analysis - Cedar Point
Overall Composite Map
Pettiford Creek Bay
Suitability Scale
High (30 to 36)
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Vacant Plus Prime
Primary Roads
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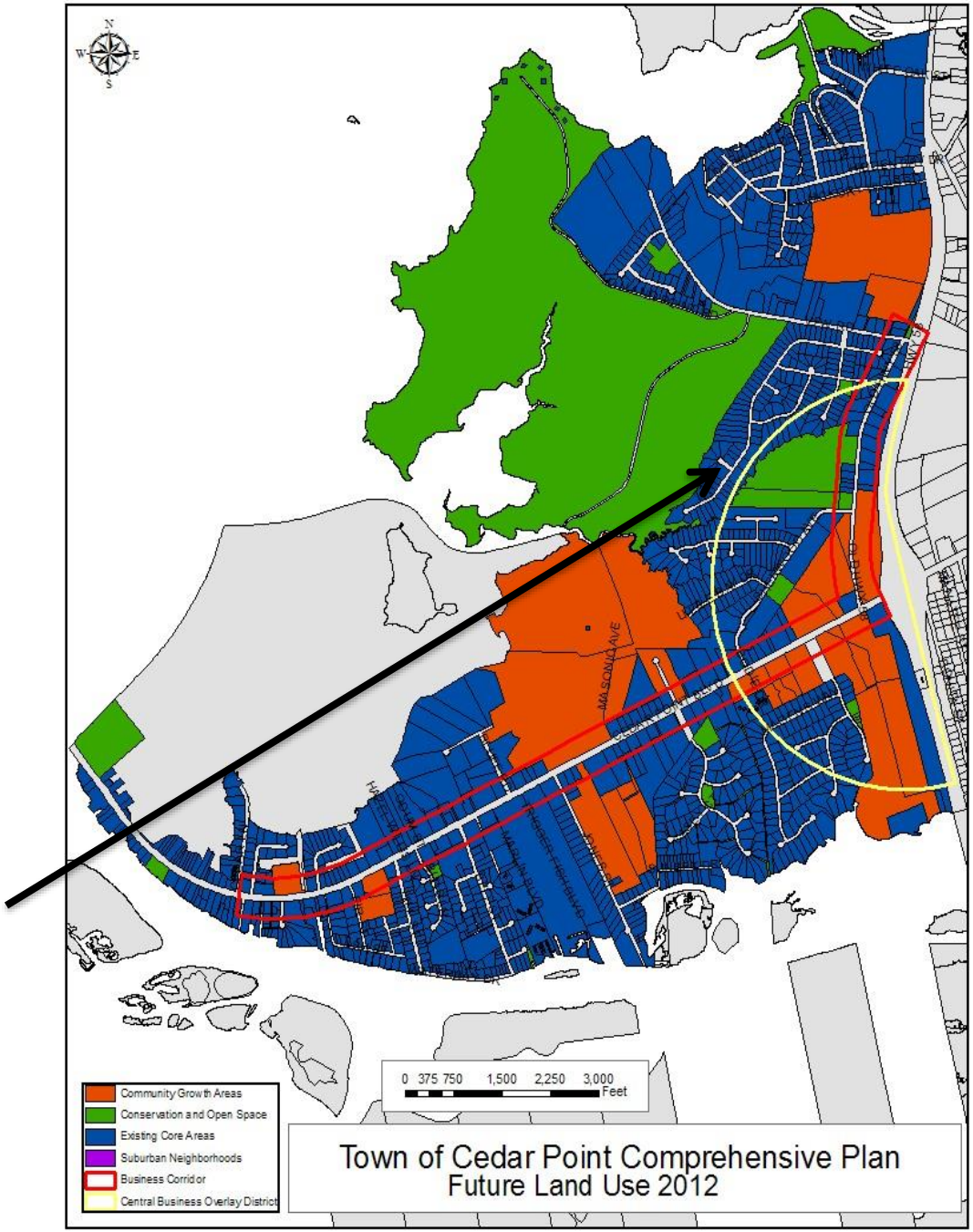
White Oak River
58
24
Miles
0
0.25
0.5
1
Bogue Sound
UNC
INSTITUTE FOR
THE ENVIRONMENT

COMPREHENSIVE PLAN COMPATIBILITY: FUTURE LAND USE

The future land use map depicts application of the policies for growth and development and the desired future patterns of land use and land development. The future land use map must include the following:

1. Areas and locations planned for conservation or open space and a description of compatible land uses and activities.
2. Areas and locations planned for future growth and development with descriptions of the following characteristics:
    a) Predominant and supporting land uses that are encouraged in each area;
    b) Overall density and development intensity planned for each area; and
    c) Infrastructure required to support planned development in each area.
3. Land use which reflects existing and planned infrastructure.
4. Reflect the information depicted on the Environmental Composite Map and Land Suitability Analysis Map.

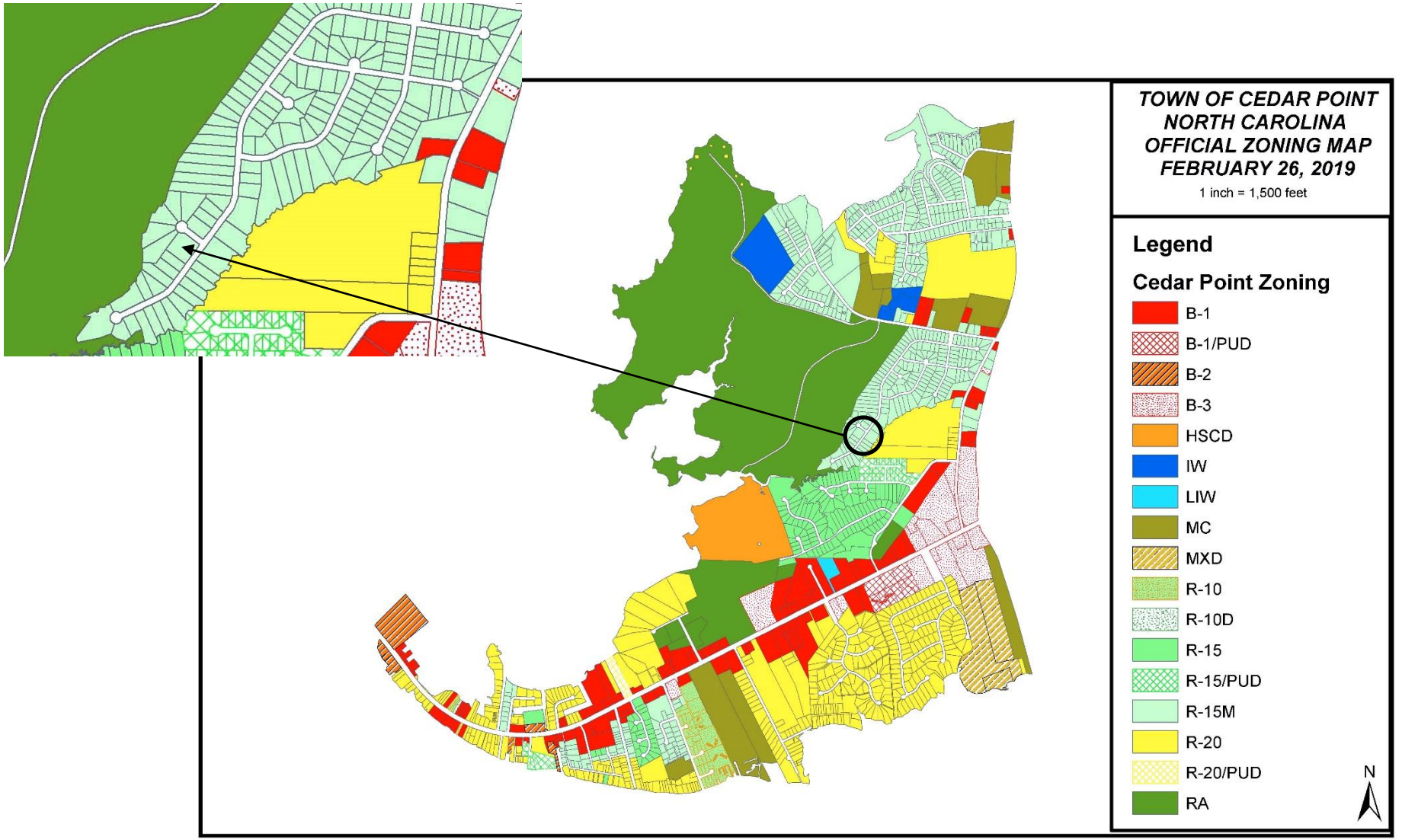

N
W
E
S
Community Growth Areas
Conservation and Open Space
Existing Core Areas
Suburban Neighborhoods
Business Corridor
Central Business Overlay District
0 375 750 1,500 2,250 3,000
Feet
Town of Cedar Point Comprehensive Plan
Future Land Use 2012

COMPREHENSIVE PLAN COMPATIBILITY: FUTURE LAND USE

The 2012 Comprehensive Plan for Cedar Point enlists said property with a future Land Use Designation of “Existing Core Area”, described below:

Existing Core Areas: Areas that are currently developed. These areas include established residential, commercial, and manufacturing uses and other supporting land uses. This category also includes areas suited redevelopment or in-fill development in the future. Examples of redevelopment areas include existing mobile home parks and recreational vehicle parks. Most uses are currently permitted, and would continue to be permitted in the future, except for heavy industrial uses. Redevelopment for single family residential purposes would allow a density of 2-4 units per acre, higher (up to 8 units per acre) for multifamily residential or mixed use developments.

ZONING


TOWN OF CEDAR POINT
NORTH CAROLINA
OFFICIAL ZONING MAP
FEBRUARY 26, 2019
1 inch = 1,500 feet
Legend
Cedar Point Zoning
B-1
B-1/PUD
B-2
B-3
HSCD
IW
LIW
MC
MXD
R-10
R-10D
R-15
R-15/PUD
R-15M
R-20
R-20/PUD
RA
N

ZONING

- THIS SITE IS ENTIRELY A R-15M SINGLE-FAMILY RESIDENTIAL DISTRICT DESCRIBED AS FOLLOWS: **A residential district requiring a minimum of 15,000 square feet per lot if public water or sewer is available. This district allows manufactured homes or residential structures built as per Volume 1B of the North Carolina Building Code.** (ARTICLE VII, SECTION 15-305 OF THE CEDAR POINT ZONING ORDINANCE)

Notes:

1. All distances are horizontal ground, U.S. survey feet.
2. All acreage calculated by coordinates.

Legend:

C/L - Centerline
catv - Cable TV Box
Ch - Cord
CPP - Corrugated Plastic Pipe
eb - Electric Box
EIP - Existing Iron Pipe
L - Arc Length
M.B. - Map Book
N.C.S.R. - North Carolina Secondary Road
NP - Non-monumented Point
pb - Telephone Box
Pg - Page
R - Radius
R/W - Right-of-way
RCP - Reinforced Concrete Pipe
SIP - Set Iron Pipe
SMN - Set Mag Nail
Sq. Ft. - Square Feet
YI - Yard Inlet

(43) - Existing Lot Number

(152) - Proposed Lot Number

This plat is a survey that is an exception to The Town of Cedar Point Subdivision Ordinance.

Town Administrator — Date

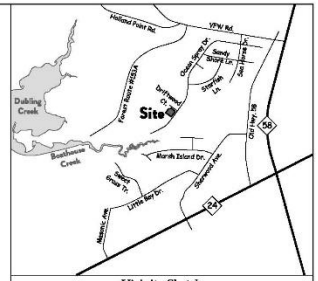
I, Cyrus Alan Bell, Professional Land Surveyor L-2699, certify to one of the following as indicated:

- ☐ A. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- ☐ B. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- ☒ C. Any one of the following:
  1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street.
  2. That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
  3. That the survey is a control survey.
  4. That the survey is of a proposed easement for a public utility as defined in G.S. 62-3.
- ☐ D. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.
- ☐ E. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyer's professional ability as to provisions contained in (A) through (D) above.

Preliminary

Cyrus Alan Bell, P.L.S., L-2699

NORTH CAROLINA PROFESSIONAL SEAL L-2699 LAND SURVEYOR CYRUS ALAN BELL



Vicinity Sketch
Not to Scale

I, Cyrus Alan Bell, certify that this plat was drawn under my supervision from an actual survey by me; that the ratio of precision as calculated by latitudes and departures is 1:10,000+; that the boundaries not surveyed are shown as broken lines plotted from information as referenced on this plat; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this _____ day of _____, A.D., 2019.

Preliminary

NORTH CAROLINA PROFESSIONAL SEAL L-2699 LAND SURVEYOR CYRUS ALAN BELL

NORTH CAROLINA ..... CARTERET COUNTY

I, _____
Review Officer of CARTERET County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer — Date

NORTH CAROLINA ..... CARTERET COUNTY

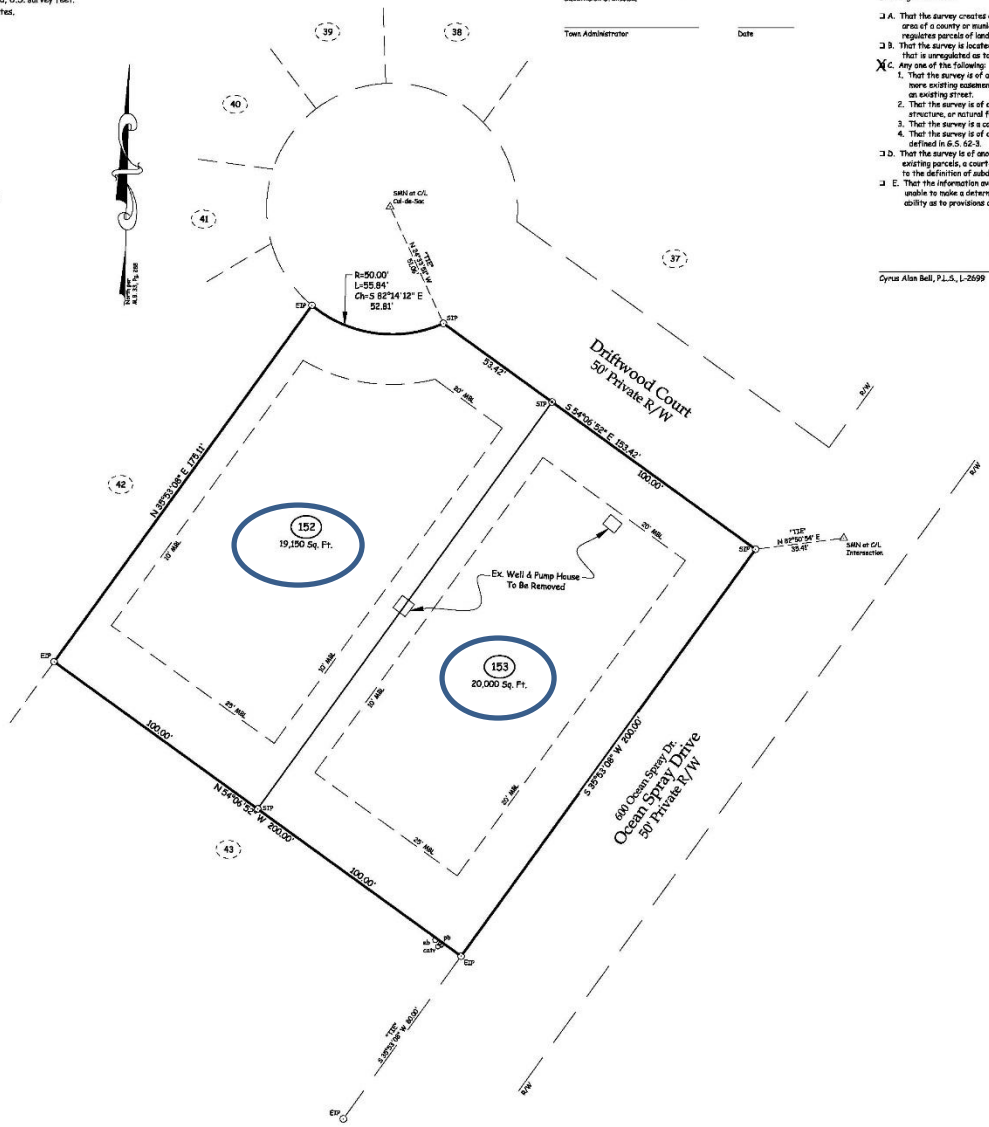
Filed for registration at _____ .M. on

the _____ day of _____ 2019.

Recorded in Map Book _____, Page _____
office of the Register of Deeds, Carteret County, N.C.

Register of Deeds

By _____



2 Lots
39,150.5 Sq. Ft. Total
Deed Ref: D.B. 611, Pg. 147
M.B. 26, Pg. 39, 40, 41
R-15M Zone
PIN #537407782855000

Division Map

WELL SITE
OCEAN SPRAY MOBILE HOME ESTATES

Town of Cedar Point, Carteret Co., North Carolina

For:

Ocean Spray Homeowner Association, Inc.
P.O. Box 4722
Emerald Isle, North Carolina 28594

DATE: 02/18/19

SCALE: 1"=30'

0 10 20 30 60 90
FEET

Filename: 18375.dwg
COGO: 18375
Drawn By: JJS

BELL AND PHILLIPS
Engineers - Surveyors - Planners
Cedar Point, North Carolina
604E Cedar Point Blvd
Phone (252) 393-6101 - www.BellandPhillips.com
N.C. Firm License Number: F-0108

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R-15M DIMENSIONAL REQUIREMENTS

- MINIMUM LOT AREA = 15,000 SQUARE FEET
- MINIMUM LOT WIDTH = 80 FEET
- PRINCIPLE STRUCTURE MINIMUM SETBACKS
  - FRONT YARD = 20 FEET
  - SIDE YARD = 10 FEET
  - SIDE YARD (CORNER LOT) = 20 FEET
  - REAR YARD = 25 FEET
- MAXIMUM STRUCTURE HEIGHT = 40 FEET

Cedar Point Subdivision Ordinance

Preliminary Plat Checklist (Art. IX, Sect. 3)

- ❑ A title block containing:
  - Name of the subdivision and phase (if applicable)
  - Name, address, telephone number of owner and owner's agent
  - Date or dates survey was conducted and plat was prepared
  - Scale denoted graphically and numerically
  - Name and address of registered land surveyor, land planner. architect or engineer responsible for the subdivision. The registration number and seal of the responsible engineer or surveyor shall be required at final approval.
  - Name of township, county, state in which subdivision is located.

- ❑ Sketch vicinity map showing the relationship between the proposed sub-division and the surrounding area.

- ❑ Tax parcel number of tract(s) to be divided.

- ❑ North arrow according to G.S. 47-30 and the Standards of Practice for Land Surveying in North Carolina.

- ❑ Total acreage of tract to be subdivided.

- ❑ Number of lots created and average lot size within subdivision.

- ❑ Boundary survey of tract to be subdivided, distinctly and accurately represented with all bearings and distances shown.

- ❑ Proposed lot lines, block number and dimensions of lots.

- ❑ Existing and proposed property lines on the tract to be subdivided and on adjoining properties.

- ❑ The names of adjacent land owners with lot, block or parcel identifier or other legal reference where applicable.

- ❑ The names of any adjoining subdivisions of record or proposed and under review.

- ❑ Existing structures on the tract to be subdivided.

- ❑ Existing waterways, railroads, bridges, culverts, storm drains, and corporate limits, county lines or township boundaries, both on the land to be subdivided and the land immediately adjoining. (N/A)

- ❑ Boundaries of applicable areas of environmental concern in accordance with the state guidelines for AEC's (15 NCAC 7H) pursuant to the Coastal Area Management Act of 1974 and the name and location of all adjacent water bodies. (N/A)

- ❑ The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the U.S. Department of Interior's National Register of Historic Places. (N/A)

- ❑ The location of all primary nursery areas as defined by the NC Marine Fisheries Commission's NC Fisheries Regulations for Coastal Waters. (N/A)

- ❑ Location of all aircraft noise or aircraft accident potential zones (AICUZ). (N/A)

- ❑ Location of all wooded areas, 404 wetlands, rock outcrops, ponds, streams or any other natural feature. (N/A)

- ❑ Location and acreage of recreation area to be 1) donated to the general public or 2)location, acreage and location of improvements for recreation area to be maintained as per section 3.09 of this ordinance if land is to be donated in lieu of a fee. (N/A)

- ❑ The exact location of the flood hazard boundary area, floodway and floodway fringe areas as determined by the Federal Emergency Management Agency's 100-year flood levels. (N/A)

- ❑ Erosion and sedimentation control plans shall be submitted with the preliminary plat. All plans must conform to the Sedimentation and Pollution Control Act of 1973 and a letter of approval for the NCNRCD Division of Land Resources shall accompany the preliminary plats. (N/A)

- ❑ The zoning classifications of the tract to be subdivided. Setbacks for the respective zoning classification shall be indicated on the plat. (N/A)

- ❑ Minimum building lines shall be delineated on each lot within the subdivision or indicated by lot on the plat.

- ❑ Accompanying the preliminary plat shall be a permit from the U.S. Army Corps. of Engineers for all planned crossings of 404 wetlands within the subdivision. (N/A)

Notes:

1. All distances are horizontal ground, U.S. survey feet.
2. All acreage calculated by coordinates.

Legend:

C/L - Centerline
catv - Cable TV Box
Cn - Cond
CPP - Corrugated Plastic Pipe
eb - Electric Box
EIP - Existing Iron Pipe
L - Arc Length
M.B. - Map Book
N.C.S.R. - North Carolina Secondary Road
NP - Non-monumented Point
pb - Telephone Box
Pg - Page
R - Radius
R/W - Right-of-way
RCP - Reinforced Concrete Pipe
SIP - Set Iron Pipe
SMN - Set Mag Nail
Sq. Ft. - Square Feet
YI - Yard Inlet

(43) - Existing Lot Number

(152) - Proposed Lot Number

This plat is a survey that is an exception to The Town of Cedar Point Subdivision Ordinance.

Town Administrator _____ Date _____

I, Cyrus Alan Bell, Professional Land Surveyor L-2699, certify to one of the following as indicated:

☐ A. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

☐ B. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.

☒ C. Any one of the following:
1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street.
2. That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
3. That the survey is a control survey.
4. That the survey is of a proposed easement for a public utility as defined in G.S. 62-3.

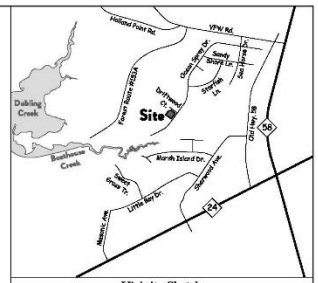
☐ D. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

☐ E. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (A) through (D) above.

Preliminary

Cyrus Alan Bell, P.L.S., L-2699

NORTH CAROLINA PROFESSIONAL SEAL L-2699 LAND SURVEYOR CYRUS ALAN BELL



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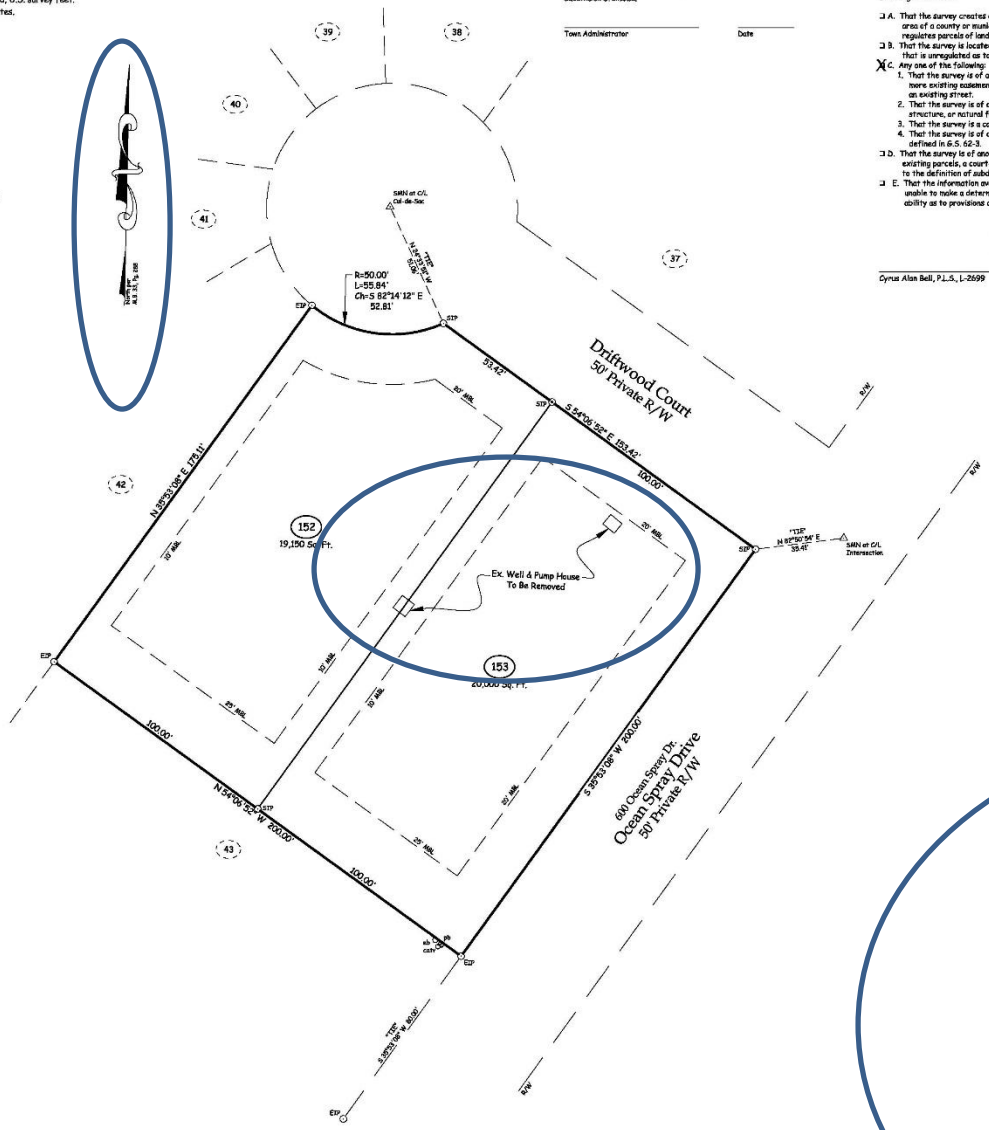

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- A note shall be included on the plat that indicates if the proposed subdivision is to be served by central or individual water supply and central or individual sewage treatment systems shall be required. (N/A)

- If on-site sewage treatment and disposal systems are proposed, individual lot-by-lot evaluations shall be made prior to preliminary plat approval. Upon application to the environmental health department, the developer shall accurately map to scale, rough-stake and partially clear those lots to be evaluated by the environmental health department. (PRELIMINARY EVALUATIONS HAVE BEEN PERFORMED – NO PERMITS ISSUED AT THIS TIME)

- If a centralized sewage treatment system is proposed, a letter from the NC Division of Health Services or NCNRCD Division of Environmental Management (depending on the type of system) shall be presented with the preliminary plat. This letter shall state that a site investigation has been made and that the site is suitable for the proposed system. All plans for the proposed system shall be under review by the appropriate authority and a copy of such plans shall be presented to the county environmental health department as requested. (N/A)

- ❑ If a central water system is proposed, a letter shall be provided from the division of health services stating that a site visit has been conducted and the well site has been approved. This letter shall be required upon Preliminary approval. (N/A)

- ❑ If a central water system is proposed, a well construction permit from the NC Division of Health Services shall be presented with the final plat. (N/A)

- ❑ The plans for proposed utility layouts, including sanitary sewers, storm sewers, water distribution lines, natural gas, telephone and electric service, illustrating connections to existing systems. Plans must show line sizes, the location of fire hydrants, blowoffs, manholes, pumps, force mains and gate valves, if appropriate, and shall include profiles based upon Mean Sea Level Datum for sanitary and storm sewers. (N/A)

- ❑ The location and dimension of all planned road, utility or drainage easements.

- ❑ The method of installation of utilities (underground or overhead) shall be indicated on the preliminary plat. (N/A)

- ❑ The location, name and dimension of all proposed and existing streets.

- ❑ Existing and platted dedicated streets and rights-of-way on adjoining properties and within the proposed subdivision.

- ❑ Pavement widths. (N/A)

- ❑ Design engineering data for all corners and curves, including sight distances.

- ❑ Typical street cross sections. (N/A)

- ❑ Proposed names of all streets. (N/A)
- ❑ Type of street dedication. All streets must be designated as either "public" or "private." Where public streets are involved, the subdivider must submit the subdivision map typical cross section to the NC Department of Transportation District Highway Office for review. These plans shall include: a complete site layout, including any proposed future expansion; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the district engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage areas. Street name signs shall be provided at all subdivision street intersections and at any other point within the subdivision as deemed necessary by the ***Planning Board.*** Signs shall be of a county approved design and shall be ordered prior to final approval. Installation of the signs shall occur after final approval is granted. (N/A)

- ❑ If any street is proposed to intersect with a state maintained road, the subdivider must present written driveway approval as required by the NC Department of Transportation, Division of Highways' Manual on Driveway Regulations. (N/A)

- ❑ Roadway length shall be indicated for each block and cul-de-sac within the subdivision. Length shall be indicated from intersection to intersection where applicable. (N/A)

- ❑ A topographic map with contour intervals of two feet or less may be required to accompany as specified by the Planning Board Chairman.

- ❑ In waterfront developments, the areas to be dedicated to public water access shall be duly noted as per article VII, section 6 of this ordinance. (N/A)

- ❑ When deemed necessary due to the nature of the land to be subdivided or peculiarities in the proposed layout, an environmental impact statement may be required pursuant to chapter 113 of the North Carolina General Statutes by the Planning Board. (N/A)

STAFF COMMENTS

After reviewing this proposed subdivision site plan as submitted staff see no conflict with the submittal.

PLANNING BOARD ACTION

- Section 3.04 of the Cedar Point Subdivision states that The board may approve, approve with specific requirements or disapprove any preliminary subdivision plat.
- A rejected preliminary subdivision plat may be resubmitted in accordance with Section 3.07 of the Cedar Point Subdivision Ordinance.