

April 14, 2010

The Martin County Board of Commissioners met in Regular Session on Wednesday, April 14, 2010 at 7:00 p.m. in the Board Room of the Martin County Governmental Center, 305 East Main Street, Williamston, North Carolina.

ASSEMBLY

Chairman Ronnie Smith, Vice Chairman Elmo “Butch” Lilley, Commissioners C. Mort Hurst, Tommy W. Bowen and Derek Price, County Manager W. Russell Overman, County Attorney J. Melvin Bowen and Clerk to the Board Marion B. Thompson were present.

The meeting was called to order by Chairman Smith around 7:00 p. m. Commissioner Hurst led the pledge of Allegiance. The invocation was given by Vice Chairman Lilley.

Chairman Smith introduced the other Commissioners, staff and elected officials present.

AGENDA APPROVAL

Chairman Smith asked for a motion to add the item Change Order T-Hanger to new business. Commissioner Price made a MOTION, with a SECOND by Commissioner Bowen, to add Change Order T-Hanger to the agenda. The MOTION carried unanimously. Commissioner Bowen made a MOTION and Vice Chairman Lilley gave a SECOND to approval the amended agenda. The MOTION carried.

PUBLIC COMMENTS: No one signed up for public comments.

PRESENTATION - CSS Albemarle Visit

Tom Harrison, Washington County Travel and Tourism Chairman, attended the meeting and gave a short presentation on the replica of the *CSS Albemarle*, a civil war ironclad and its planned journey down the Roanoke River on April 17th and 18th in celebration of the 150th anniversary of the Civil War. One of the stops on its journey from Scotland Neck to Plymouth will be at Moratoc Park on Sunday, April 18th. Mr. Harrison stated that a 19 year old was the contractor for the ironclad. It was built in a cornfield near Scotland Neck in 1864 on a plantation belonging to Peter Evans Smith.

PRESENTATION – Communication System Update

Martin Chriscoe at Motorola stated that there are new FCC regulations going into effect January 1, 2013. These regulations will have a significant impact on our radio equipment and communication systems throughout the county. To make better usage of the airwaves/frequencies, the regulations require switching from wideband (25 kHz) to narrow band (12.5 kHz). Manager Overman concurred with Mr. Chriscoe that 911 funds will not pay for the radios but most grant monies will support the Viper network (P25 viper like system). The Communications Advisory Board along with using agencies have been working together to address these new regulations. Martin Chriscoe at Motorola and others are looking at our current system as to how much may be upgraded and how much equipment may have to be replaced.

PRESENTATION – Health Rankings

MTW Health Director, Mrs. Kathleen Devore-Jones presented a report released by the Robert Wood Johnson Foundation and the University of Wisconsin's Population Health Institute. Unfortunately, Martin County ranked 95th in Health Outcomes in the state. Health Outcomes measure how healthy a county is. Only Halifax, Bladen, Roberson, Bertie and Columbus counties ranked lower than us in North Carolina. The rankings were released in an article in *USA Today*. Mrs. Devore-Jones noted premature death, adult smoking, obesity, and high teen birth rates, to name a few, as some of the cause of the rating. This is the first time this report has been done and nothing new was revealed. The health education department at MTW Health Department is promoting good health throughout the county. According to the Director, MTW Health Department is the primary care provider for the uninsured and underinsured in the County. She also added that there is a great need for an adult dental clinic in the County and ECU is not considering Martin County for a dental clinic. The recruitment of a dentist is a difficult task.

Satellite Clinic Update

Ms. Devore-Jones gave an update on the proposed satellite health clinic in the Oak City area. Funding has been approved which should provide staff funding for the next two years. They are looking to provide two days a week of service but are in need of a location. Mayor Romero and the rest of the Council have been very supportive in locating two potential locations in Oak City. The cost to convert a facility would be approximately \$25,000. Commissioner Hurst added that Commissioners Joe Ayers, William Stalls and Ed Brown have been working on this project for a long time. The project was brought to Commissioner Hurst's attention and he in turn encouraged Commissioner Price to get on board.

PRESENTATION – Mid-East Commission Update

Eddy Davis, for Tim Ware, both from Mid-East Commission, updated the Board on its financial involvement with Martin County for fiscal year 2008-2009. Total participants served were 674 with a grand total of \$1,226,549 in revenue from area agency on aging, workforce development, as well as planning, community development and economic development. Revenue compared to dues from the County is \$193 to every \$1 in dues. Commissioner Hurst noted the comparison in revenue to dues was less than previous years. Mr. Davis responded that workforce development program funds had been cut. Essentially, more people are being served with less funds.

INTRODUCTION OF NEW EMPLOYEES

No full-time employees have been hired since the last board meeting.

CONSENT AGENDA

Vice Chairman Lilley stated a correction to the minutes for March 17, 2010, Page 3. Marion Baker should be Mary Lane Baker. Vice Chairman Lilley made a MOTION, with a SECOND by Commissioner Price, to approve the Consent Agenda with the noted correction. The motion was unanimously APPROVED by the Board, and the following items were approved with this motion.

Minutes for March 17, 2010 Regular Session and Closed Session, March 24, 2010 Special Session

Financial Report for March 2010

Tax Relief Orders for March 2010 in the amount of \$1,332.96.

| Year | Levy | Lname | Fname | Remarks | Value | Total |
|-------|------|-----------------------|------------------|-------------------|--------|----------|
| 2009 | | BMB Shelter Home, Inc | | Error in Listing | 9,120 | 120.38 |
| 2009 | | Chesson | James Elmer | Error in Value | 2,700 | 19.44 |
| 2005 | | Bowers | Shameka | Error in Listing | 1,500 | 13.95 |
| 2006 | | Bowers | Shameka | Error in Listing | 1,500 | 13.95 |
| 2007 | | Bowers | Shameka | Error in Listing | 1,770 | 16.45 |
| 2008 | | Bowers | Shameka | Error in Listing | 1,640 | 15.24 |
| 2009 | | Bowers | Shameka | Error in Listing | 1,540 | 12.20 |
| 2008 | | Brown | Chadwick Ellis | Sold Moblie Home | 10,490 | 96.37 |
| 2009 | | Brown | Chadwick Ellis | Sold Moblie Home | 9,790 | 77.54 |
| 2009 | | Dorsey | Angela Woolard | Error in Landfill | | 162.00 |
| 2009 | | Flores | Sofia Lugo | Double List | 1,000 | 7.20 |
| 2009 | | Forrest | Alice Best Heirs | Error in Landfill | | 162.00 |
| 2003 | | Lee | James | Repo | 1,580 | 13.19 |
| 2007 | | Lee | James | Repo | 16,290 | 149.64 |
| 2008 | | Lee | James | Repo | 15,050 | 138.23 |
| 2009 | | Lee | James | Repo | 13,980 | 110.73 |
| 2009 | | Mitchell C. | Modlin Constr. | Clerk Error | 2,306 | 15.00 |
| 2009 | | Nelson | Dax R. | Error in Landfill | | 162.00 |
| 2008 | | Williams | Willie | Double List | 1,670 | 15.34 |
| 2009 | | Williams | Willie | Double List | 1,550 | 12.11 |
| Total | | | | | | 1,332.96 |

Tax Collector's Report for March 2010.

| Month | Month to Date | Year to Date | Month to Date | Year to Date |
|--------|---------------|---------------|---------------|--------------|
| Mar-10 | 377,697.01 | 10,784,504.73 | 113,718.26 | 947,556.77 |

Foreclosure – Declare Surplus Property

Tax Collector Christie Blevins requested that parcels 05-02984 and 07-01564 be declared surplus so that they can be sold.

Rescind Right of Way Easement

In January, the Board granted a right of way easement to Edgecombe-Martin County Electric Membership Corporation. The purpose of the easement was for them to locate a power pole on our well site located on Highway 142 at Hassell. Since granting the easement, they have gone another route so the easement is no longer needed. County Attorney Melvin Bowen recommended we rescind the easement previously granted. Approval of the consent agenda authorized the rescinding of the easement.

Clerk's Report is included each month for informational purposes.

OLD BUSINESS

Resolution Opposing Change in Equity Formula – Eddy Davis

After attending the meeting on April 6, 2010 titled "Distribution of Transportation Funds" held by the Joint Legislative Transportation Oversight Committee regarding the equity formula, Mr. Davis recommended opposing the following resolution change in equity formula.

RESOLUTION OPPOSING THE EVALUATING AND REVISING OF THE NORTH CAROLINA TRANSPORTATION EQUITY FORMULA

WHEREAS, the North Carolina legislature implemented its Transportation Equity Formula as a result of the 1989 Highway Trust Fund Legislation; and

WHEREAS, the Transportation Equity Formula is the means to ensure equitable distribution of limited transportation resources; and

WHEREAS, the North Carolina Metropolitan Mayors Coalition has requested MPOs, RPOs, municipalities and counties to endorse a resolution supporting evaluating and revising the North Carolina Transportation Equity Formula; and

WHEREAS, it is anticipated that the counties and municipalities located within the Mid-East RPO and the Mid-East RPO would be detrimentally impacted by a change to the Transportation Equity Formula.

NOW THEREFORE, be it resolved that the Martin County Board of County Commissioners opposes the efforts of the N.C. Metropolitan Mayors Coalition in asking the General Assembly to re-evaluate, revise, and modify the North Carolina Transportation Equity Formula.

A MOTION was given by Commissioner Hurst and a SECOND by Vice Chairman Lilley to support the resolution opposing a change to the equity formula. The motion was APPROVED by all.

NEW BUSINESS

RPO Memorandum of Understanding Amendment– Eddy Davis

Beaufort, Martin and Pitt counties are participants in the Mid-East Rural Transportation Planning Organization (RPO). A Memorandum of Understanding (MOU) was entered into on February 6, 2006 by each of the counties to create the RPO and from time to time the MOU must be amended. Eddy Davis with the Mid-East Commission serves as the lead planner for this organization and recommended the amendment to the agreement. Commissioner Hurst gave a MOTION and Vice Chairman Lilley SECONDED the motion with a unanimous APPROVAL of the amended RPO Memorandum of Understanding.

(Amended) Memorandum of Understanding for
Cooperative, Comprehensive and Continuing Transportation Planning and the
Establishment of the
Mid-East Rural Transportation Planning Organization (RPO) For

Beaufort County and the participating municipalities therein; Pitt County and the participating municipalities therein but lying outside the MPO; Martin County and the participating municipalities therein; and the North Carolina Department of Transportation (NCDOT), hereinafter collectively, 'the Parties'.

Witnesseth

Whereas, on February 6, 2006, the Parties entered into a Memorandum of Understanding which created the Mid-East Rural Planning Organization, hereinafter 'RPO'; and

Whereas, the RPO provides rural areas the opportunity to work in partnership with NCDOT toward the development of sound, short and long-range transportation planning for the rural areas of our region; and

Whereas, the Parties have agreed to amend the original Memorandum of Understanding.

Now, Therefore, the following Amended Memorandum of Understanding is made on this the 14th day of April, 2010.

Section 1. Purpose and Responsibilities. It is hereby agreed that the Parties intend to establish and participate in a Rural Transportation Planning Organization created for the general purposes and responsibilities outlined in the following:

1. Develop long-range local and regional multi-modal transportation plans in cooperation with the North Carolina Department of Transportation.
2. Provide a forum for public participation in the rural transportation planning process.
3. Develop and prioritize suggestions for transportation projects that the RPO believes should be included in the State Transportation Improvement Program (STIP).
4. Provide transportation-related information to local governments and other

interested organizations and persons.

Section 2. Lead Planning Agency. It is hereby further agreed that the transportation plans and programs and land use policies and programs for the RPO will be coordinated by the Mid-East Commission, an agency selected on behalf of participating local governments and NCDOT, to be the administrative entity and to serve as the lead local planning agency for coordinating rural transportation planning in the three county planning area. The RPO hereby authorizes Mid-East Commission to be the recipient of any funds appropriated to the RPO by NCDOT pursuant to North Carolina General Statute 136- 213(c), or otherwise obtained by the RPO.

Section 3. Establishment of Transportation Advisory Committee (TAC). A Transportation Advisory Committee (TAC) is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the RPO. The TAC shall have the responsibility of keeping local elected governing boards informed of the status and requirements of the transportation planning process; to assist in the dissemination and clarification of the decisions, inclinations, and policies of the local elected governing boards and NCDOT; and to help ensure meaningful public participation in the rural transportation planning process.

1. The TAC will be responsible for carrying out the following:
 - A. Establishment of goals, priorities, and objectives for the transportation planning process.
 - B. Endorsement and review of changes to adopted transportation plans within the RPO.
 - C. Endorsement, review and approval of a Planning Work Program (PWP) for transportation planning which defines work tasks and responsibilities for the various agencies participating in the RPO.
 - D. Endorsement, review and approval of transportation improvement projects which support and enhance regional and local transportation within the three-county RPO.
2. The membership of the TAC shall consist of the following:
 - A. One county commissioner representing Beaufort County and one municipal elected official from Beaufort County.
 - B. One county commissioner representing Pitt County and one elected official from a municipality outside of the MPO area in Pitt County.
 - C. One county commissioner representing Martin County and one municipal elected official from Martin County.
 - D. One North Carolina Board of Transportation member, representing Divisions 1 and 2.
3. Each voting representative on the TAC shall have one vote.
4. The county commissioner representing each county on the TAC shall be selected every two years by the Board of County Commissioners of each county in regular session. While individual representation may change at the discretion

of the county board of commissioners, each county shall have a seat on the TAC so long as the county is a member of the RPO.

5. The term of membership for the municipal representative from each county shall be two years. At the end of each two year term, the municipalities within each county that are not included within the jurisdiction of an MPO shall caucus and select a municipal representative from the county. Municipal representatives who have just completed a two-year term are eligible to serve additional terms if selected by the county's municipal caucus.
6. An alternate for each TAC member shall be designated, provided they meet the same qualifications as the appointee.
7. In the event a county is no longer a member of the RPO, municipal representation for that county is also lost. Municipalities cannot be a member of the TAC without the county being a member of the RPO.
8. A TAC membership roster shall be compiled and updated at least annually, listing each member and alternate.
9. The TAC shall meet as often as it is deemed necessary, appropriate and advisable. A quorum shall be required for the transaction of all business. A quorum shall consist of fifty-one percent (51%) of the active membership of the TAC. TAC members who fail to attend or send an alternate in their place for two (2) consecutive meeting of the TAC shall have their seat declared vacant, and their absence shall not count for quorum. Attendance at a future meeting shall automatically reinstate the member's seat on the Committee. On the basis of majority vote of its voting membership, the TAC shall appoint a member of the committee to act as chairperson and vice-chairperson with the responsibility for coordination of the committee's activities.
10. The Mid-East Commission will serve as staff to the TAC.

Section 4. Establishment of the Technical Coordinating Committee (TCC). A Technical Coordinating Committee shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the RPO and the responsibility for making recommendations to the respective local, state, and federal governmental agencies and the TAC regarding any necessary actions relating to the continuing transportation planning process.

1. The RTCC shall be responsible for development, review, and recommendation for approval of the PWP for the RPO and the STIP priorities.
2. Membership of the TCC shall include technical representatives from all local and state government agencies directly related to and concerned with the transportation planning process for the RPO planning area. The membership shall include, but not be limited to, the following:
 - A. The Manager, Assistant Manager, Planning Director, or Engineer from each county within the RPO planning area, or his/her designee.
 - B. The Chief Administrative Official, Planning Director, Engineer or Clerk from each incorporated municipality within the RPO planning area, or his/her

designee.

- C. The Transportation Director of each human service transportation service provider in the RPO planning area, or his/her designee.
 - D. The Division Engineers for NCDOT Highway Division(s) 1 & 2 or his/her designee.
 - E. The NCDOT Transportation Planning Branch Manager or his/her designee.
 - F. The NCDOT Regional Traffic Safety Engineer or his/her designee.
3. Each voting representative on the TCC shall have one vote. An alternate shall be designated for each member, provided they meet the same criteria as the member.
 4. Membership of the TCC may be altered on the basis of a majority vote of its membership and approval of the TAC, and may be further defined and expanded as permitted in the duly adopted bylaws.
 5. A TCC membership roster shall be compiled and updated at least annually, listing each member and alternate.
 6. The TCC shall meet when it is deemed necessary, appropriate and advisable. A quorum shall be required for the transaction of all business. A quorum shall consist of fifty-one percent (51%) of the active membership of the TCC. TCC members who fail to attend or send an alternate in their place for two (2) consecutive meeting of the TCC shall have their seat declared vacant, and their absence shall not be counted for quorum. Attendance at a future meeting shall automatically reinstate the member's seat on the Committee. On the basis of majority vote of its voting membership, the TCC shall appoint a member of the committee to act as chairperson with the responsibility for coordination of the committee's activities.
 7. The Mid-East Commission will serve as staff to the TCC.

Section 5. Commitment to the Rural Planning Process. The Parties further agree to assist in the rural transportation planning process by providing planning assistance, data and inventories where possible, in accordance with the approved PWP.

Section 6. Staff Support and Coordination. Each member jurisdiction shall have the support of RPO staff in developing local transportation projects and priorities. It is further agreed that each member shall coordinate its transportation plans with those of other RPO members. Additionally, the RPO may identify and present projects of a regional nature to NCDOT for consideration.

Section 7. Termination. The Parties may terminate their participation in the RPO by giving written notice of termination to the other parties ninety (90) days before the end of the fiscal year.

Section 8. Applicability. This amended Memorandum of Understanding supersedes and

replaces any prior Memorandum of Understanding between the Parties regarding the RPO.

Section 9. Witness. In witness thereof, the Parties have been authorized by appropriate and proper resolutions, and/or legislative authority to sign this Amended Memorandum of Understanding, on this, the 14th day of April, 2010.

Mutual Aid Agreement – Emergency Response Partners (ERP)

Emergency Management Director Mike Stalls asked for the Boards' approval of updates to the Mutual Aid Agreement between the Emergency Response Partners in the county. Several years ago, the County entered into a mutual aid agreement with ERP for the purpose of providing assistance to each other in the form of personnel, supplies and equipment during disasters and/or civil emergencies. Director Stalls stated the Homeland Security Events had been added. Vice Chairman Lilley presented a MOTION and Commissioner Bowen gave a SECOND to approve the Mutual Aid Agreement between ERP as presented below. The motion unanimously carried.

RECITALS

WHEREAS, the parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from a disaster event, and recognize that these events may present equipment and manpower requirements beyond the capacity of each individual Party; **AND**

WHEREAS, the Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and / or civil emergencies and during cleanup periods; **AND**

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency; **AND**

WHEREAS, the Parties wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized to make this Agreement; **AND**

WHEREAS, the Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, ensure that adequate equipment is available, and ensure that mutual aid is accomplished in the minimum time possible; **AND**

WHEREAS, the Governing bodies resolve that each signature agency shall have the authority to participate in the Martin County Mutual Aid Agreement/Compact in accordance with the following terms and conditions.

This Mutual Aid Agreement may include requests for and the provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within Martin County, pursuant to the following terms and conditions:

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. RECITALS: The recitals set forth above are true and correct.

SECTION 2. DEFINITIONS: For the purposes of this Agreement, the terms listed below will have the following meanings:

“HOMELAND SECURITY ACTIVITY”- any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or manmade disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency

“CIVIL EMERGENCY”- the unforeseen combination of circumstances, or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

“DISASTER”-any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause; including fire, flood, hurricane, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency, acts of terrorism, and other public calamity requiring emergency action.

“DISASTER THREAT”- a disaster that is likely to clearly exceed local capabilities, and require a broad range of State and Federal assistance.

“EVENT AGREEMENT”- a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.

“REQUESTING PARTY”- the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Martin County Mutual Aid Agreement/Compact pursuant to the terms and conditions of this Resolution.

“ASSISTING PARTY”- the member political subdivision furnishing equipment, services and / or manpower to the Requesting Party, and participating in the Regional Mutual Aid Program (“the Program”) pursuant to the terms consistent with those of this resolution.

“AUTHORIZED REPRESENTATIVE”- an officer or employee of a member political subdivision having written authority from that entity to request, offer, or provide assistance under the terms of this Resolution.

“POLITICAL SUBDIVISION”- County, or incorporated city.

SECTION 3. PARTY’S EMERGENCY MANAGEMENT PLAN: Each Party shall prepare and keep current an emergency operations plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery, or adopt the Martin County Emergency Operations Plan. The emergency operation plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The Martin County Emergency Operations Plan shall be submitted to the North Carolina Division of Emergency Management.

SECTION 4. EMERGENCY MANAGEMENT DIRECTOR: Martin County shall designate an Emergency Management Director and each Municipality and/or other signature agency shall designate a Division Supervisor to oversee, receive and be accountable for all mutual aid resources provided to his/her jurisdiction.

SECTION 5. ACTIVATION OF AGREEMENT: This Agreement may be activated in the event of either:

- a) a declaration of a local state of emergency by one or more governing bodies to the signature agents of this Agreement
- b) the finding of a state or civil emergency by the Emergency Management Director or designee of the governing body of a Party; or
- c) a Homeland Security Activity

The activation of the Agreement shall continue, whether or not the “Disaster Event” is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering aid determines, in his sole discretion, that further assistance should not be provided.

SECTION 6. REQUEST FOR MUTUAL AID:

(A) Local Disaster In the event of a local disaster declaration, the Emergency Management Director or the designated Emergency Management Coordinator of a Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from whom aid is sought. A Party from whom mutual aid is sought shall furnish mutual aid to cope with the disaster to the requesting Party, subject to the terms of this Agreement. In the event of a widespread disaster affecting more than one Party, each affected Party shall coordinate its activities with the Martin County Emergency Operations Center to provide effective and coordinated resource management.

(B) Civil Emergency If the presiding officer of the governing body of a Party determines that a state of civil emergency exists that requires assistance from another Party, the presiding officer (or his authorized representative) of the Party requesting mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from which assistance is sought and provide the information in the form of a written request in a timely manner once the emergency has been stabilized.

(C) Disaster Threat In the event of an imminent threat of an emergency such that local capabilities are predicted to be exceeded, the Emergency Management Director or the designated Emergency Management Coordinator, or the Authorized Representative of a Party seeking mutual aid shall make the request directly to the Authorized Representative of the Assisting Party from which assistance is sought.

CONDITIONS: The furnishing of resources under this Agreement is subject to the following conditions:

- a) A request for aid shall specify the amount and type of resources being requested, the location where the resources are to be dispatched, and the specific time by which such resources are needed.
- b) The Assisting Party shall take such action as is necessary to provide and make available the resources requested, provided however, that the Assisting Party, in its sole discretion, shall determine what resources, if any, it has available to respond to the request; and
- c) The Assisting Party shall report to the officer in charge of the Requesting Party’s forces at the location to which the resources are dispatched.
- (d) When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting

Party, the response effort to which SHALL be organized and functioning under NIMS, ICS or Unified Command. Resources shall be organized in Branches, Divisions, Groups, Task Forces, Strike Teams or other means as identified in ICS.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, upon reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided

(e) By their signatures below, each Party hereto certifies that it will provide mutual aid assistance under this Agreement. Additionally, each Party will develop a continuity of government plan which specifies those positions authorized to activate this Agreement.

(f) Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

(g) Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

(h) Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position.

(i) The initial duration of a request for assistance will be specified by the Requesting Party, to the extent possible by the situation.

SECTION 7. COMPENSATION: Each Party agrees that it will not seek from the other Party compensation for services rendered under this Agreement. Each Party hereto shall all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon said employees; and each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that Party. However, if fire suppression chemicals are utilized by the Assisting Party, the Requesting Party may compensate the other Party for the actual cost of such chemicals at the request of the Assisting Party.

SECTION 8. INSURANCE: Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel.

SECTION 9. PRE-INCIDENT PLANNING: The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such

steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

SECTION 10. WAIVER OF CLAIMS AGAINST PARTIES: IMMUNITY RETAINED:

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

SECTION 11. EQUIPMENT AND PERSONNEL: During the time mutual aid is being furnished, all equipment used by the Assisting Party shall continue to be owned, leased, or rented by the Assisting Party. At all times while equipment and personnel of an Assisting Party are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Assisting Party. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

SECTION 12. EXPENDING FUNDS: Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

SECTION 13. TERMINATION: It is agreed that any Party hereto shall have the right to terminate its participation in this Agreement upon thirty (30) days written notice to the other Parties hereto.

SECTION 14. TERM: This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 13 of this Agreement. Termination of participation in this Agreement by a Party shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

SECTION 15. AGREEMENT NOT EXCLUSIVE: This agreement is not intended to be exclusive as between parties hereto. Either of the parties may, as that Party deems necessary or expedient, enter into a separate Mutual Assistance Agreement or Agreements with any other Party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

Human Relations Council – Reappointments

The Human Relations Council recommended the reappointment of Cammie Britton, Reginald Speight, Diannah Harris, and Lisa Hester, as board members for their second three year term. Vice Chairman Lilley made a MOTION and Commissioner Bowen gave a SECOND to approve the reappointments to the HRC. The motion was unanimously APPROVED.

Resolution Providing for the Issuance of General Obligation Bonds – Water District II

Gundars Aperans, our bond attorney, has prepared a resolution providing for the issuance of general obligation water bonds. Approval of the resolution is needed by the Board as a part of the process of wrapping up the permanent financing for Water District II, Phase 2.

A regular meeting of the Board of Commissioners for the County of Martin, North Carolina, as the governing body of the Martin County Water and Sewer District No. 2, in Martin County, North Carolina, was held in the Board Room in the Martin County Governmental Center located at 305 East Main Street, in Williamston, North Carolina, the regular place of meeting, at 7:00 P.M. on April 14, 2010.

Present: Chairman Ronnie Smith, presiding, and Commissioners: Elmo “Butch” Lilley, C. Mort Hurst, Tommy Bowen, and Derek Price.

_____.

Absent: None_____.

* * * * *

Commissioner Tommy Bowen_____ introduced the following resolution which was read by its title:

**RESOLUTION PROVIDING FOR THE ISSUANCE OF
\$5,986,000 GENERAL OBLIGATION WATER BONDS, SERIES 2010**

BE IT RESOLVED by the Board of Commissioners for the County of Martin, North Carolina, as the governing body of the Martin County Water and Sewer District No. 2, in Martin County, North Carolina:

Said Board of Commissioners has determined and does hereby find, declare and represent:

That an order authorizing not exceeding \$12,000,000 Water Bonds of the Martin County Water and Sewer District No. 2, in Martin County, North Carolina, was adopted by the Board of Commissioners for the County of Martin, North Carolina, as the governing body of said District, on February 23, 2000, which order was approved by the vote of a majority of the qualified voters of said District who voted thereon at a referendum duly called and held on May 2, 2000.

That the maximum time period for issuing bonds under said bond order was extended to May 2, 2010 by an order adopted by said Board of Commissioners on March 14, 2007.

That \$5,830,000 of said bonds has been issued as a \$5,196,000 Water Bond, Series 2005A, dated November 7, 2005, and a \$634,000 Water Bond, Series 2005B, dated November 7, 2005, of said District.

That there is outstanding a \$5,986,000 General Obligation Water Bond Anticipation Note of said District, which note is dated November 3, 2009, matures on April 28, 2010 and was issued in anticipation of the receipt of the proceeds of the sale of a like amount of the balance of said bonds.

That it is necessary at this time to issue \$5,986,000 of the balance of said bonds, all of the proceeds thereof to be applied to the payment of said outstanding note at its maturity.

That the maximum period of usefulness of the water system of said District to be acquired and constructed with the proceeds of said bonds to be issued as hereinafter provided is estimated as a period of forty (40) years and that the date of expiration of said period computed from April 26, 2010, the expected date of said bonds to be issued as hereinafter provided, is April 26, 2050.

Pursuant to said order there shall be issued bonds of the Martin County Water and Sewer District No. 2, in Martin County, North Carolina (the "Issuer"), in the aggregate principal amount of \$5,986,000, designated "General Obligation Water Bonds, Series 2010" and dated the date of the delivery thereof

Said bonds (the "bonds") shall be stated to mature (subject to the right of prior redemption as hereinafter set forth) annually, June 1, \$69,000 2012, \$71,000 2013, \$74,000 2014, \$78,000 2015, \$81,000 2016, \$84,000 2017, \$88,000 2018, \$92,000 2019, \$96,000 2020, \$100,000 2021, \$104,000 2022, \$108,000 2023, \$113,000 2024, \$118,000 2025, \$123,000 2026, \$128,000 2027, \$133,000 2028, \$139,000 2029, \$145,000 2030, \$151,000 2031, \$158,000 2032, \$164,000 2033, \$171,000 2034, \$178,000 2035, \$186,000 2036, \$194,000 2037, \$202,000 2038,

\$211,000 2039, \$220,000 2040, \$229,000 2041, \$239,000 2042, \$249,000 2043, \$260,000 2044, \$271,000 2045, \$276,000 2046 to 2048, inclusive, and \$131,000 2049, unless the bonds shall be awarded to the United States of America, in which event the bonds shall be stated to mature and shall be subject to a right of the United States of America to request that they be refinanced as hereinafter set forth. The bonds shall be issuable in fully registered form in the denomination of \$1,000 or any multiple thereof and shall be numbered.

The bonds shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the bonds are sold, which interest to the respective maturities thereof shall be payable semiannually on June 1 and December 1 of each year; provided, however, that the interest on any bond awarded to the United States of America to the respective maturities of the installments of the principal thereof shall be payable on June 1, 2010 and annually thereafter on the 1st day of June each year. Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of each bond, other than a bond registered in the name of the United States of America, shall be payable to the registered owner thereof or his registered assigns or legal representative at the corporate trust office of the Bond Registrar

mentioned hereinafter or such other place as the Issuer may determine upon the presentation and surrender thereof as the same shall become due and payable.

Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing on the registration books of the Issuer hereinafter provided for as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on such registration books or, in the case of a bond registered in the name of the United States of America, as hereinafter provided. If the United States of America is the registered owner of the bonds, payment of the installments of principal and interest with respect thereto shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender thereof.

The bonds maturing prior to June 1, 2020 will not be subject to redemption prior to maturity. The bonds maturing on June 1, 2020 and thereafter will be redeemable, at the option of the Issuer, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than June 1, 2019, at a redemption price equal to 100% of the principal amount of the bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot in such manner as the Issuer in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$1,000 or some multiple thereof and that, in selecting bonds for redemption, the Bond Registrar shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by

\$1,000. If less than all of the bonds stated to mature on different dates shall be called for redemption, the Issuer shall direct which maturities of the bonds are to be redeemed.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the Issuer shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the Issuer. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

The preceding provisions of this Section shall not apply to bonds awarded to the United States of America. If the United States of America is the purchaser of the bonds, there will be issued a single registered bond as hereinafter provided, which bond may be redeemed, at the option of the Issuer, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in such order of the maturity dates of the installments of principal as the Issuer shall determine, from any moneys that may be made available for such purpose, at the

aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

In case of a redemption of all or any part of a bond awarded to the United States of America, a notice of redemption shall be sent by registered mail, mailed at least forty (40) days prior to the date fixed for redemption, addressed as the United States of America shall initially direct in connection with the issuance of the bonds or to such other address as the United States of America may designate by registered or certified mail forwarded to the Issuer at least fifty (50) days prior to any interest payment date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar, or at such place as the United States of America may designate in the case of a bond registered in the name of the United States of America, in trust for the registered owners of bonds or portions thereof to be redeemed, interest on the bonds or portions thereof called for redemption shall cease to accrue, such bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

If a portion of a bond other than a bond awarded to the United States of America, shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount

thereof so called for redemption and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

In the event that an installment of principal of a bond awarded to the United States of America shall be redeemed, the Bond Registrar shall direct the registered owner thereof to evidence such redemption by appropriate notation on the schedule attached to such bond for such purpose.

Bonds, upon surrender thereof at the corporate trust office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same maturity (or, in the case of a bond awarded to the United States of America, of bonds having maturities corresponding to the maturities of the installments of principal of such bond then unpaid), of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Except as hereinafter otherwise provided, the transfer of any bond may be registered only upon the registration books of the Issuer upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same maturity and bearing interest at the same rate. The transfer of a bond awarded to the United States of America may be registered by the registered owner thereof only upon an execution of an assignment thereof duly

executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice such bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder and a new bond or bonds are to be delivered in exchange therefor, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Bond Registrar shall not be required to make any such exchange or registration of transfer of (i) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (ii) any bond called for redemption in whole or in part pursuant to Section 3 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the interest thereon, to the extent of the sum or sums so paid.

The Issuer shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a

reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the bonds. Branch Banking & Trust Company, in the City of Wilson, North Carolina, is hereby appointed the registrar, transfer agent and paying agent (the "Bond Registrar") for the bonds, subject to the right of the governing body of the Issuer to appoint another Bond Registrar and except as hereinafter provided, and as such shall keep at its corporate trust office the books of the Issuer for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution. If the United States of America is the purchaser of the bonds, then the Finance Officer of the Issuer shall be the Bond Registrar; provided, however, that, in the event that a bond registered in the name of the United States of America is assigned, the paying agent with respect to such bond shall be Branch Banking & Trust Company, in the City of Wilson, North Carolina.

The bonds shall bear the facsimile signatures of or be executed by the Chairman of said Board of Commissioners and the Clerk to said Board of Commissioners and the corporate seal of the Issuer shall be impressed or a facsimile thereof shall be imprinted on the bonds. The certificate of the Local Government Commission of North Carolina to be endorsed on all bonds shall bear the facsimile signature of or be executed by the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of the Issuer or the Local Government Commission of North Carolina whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons who at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds, other than a bond registered in the name of the United States of America, and the endorsements thereon shall be in substantially the following forms:

[Front Side of Bond]

No. R-..... \$

United States of America

State of North Carolina

County of Martin

MARTIN COUNTY WATER AND SEWER DISTRICT NO. 2

GENERAL OBLIGATION WATER BOND, SERIES 2010

| <u>Date</u> | <u>Maturity</u> | <u>Interest Rate</u> | <u>Cusip</u> |
|-------------|-----------------|----------------------|--------------|
| | | | |

The Martin County Water and Sewer District No. 2, a body politic and corporate in the County of Martin, North Carolina, is justly indebted and for value received hereby promises to pay to

.....

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the corporate trust office of Branch Banking & Trust Company (the "Bond Registrar"), in the City of Wilson, North Carolina, the principal sum of

..... DOLLARS

and to pay interest on such principal sum from the date hereof or from the June 1 or December 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a June 1 or December 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on June 1 and December 1 in each year, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on the bond registration books of said District. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Martin County Water and Sewer District No. 2 are hereby irrevocably pledged.

ADDITIONAL PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, said Martin County Water and Sewer District No. 2, by resolution of the Board of Commissioners for the County of Martin, North Carolina, as the governing body of said District, has caused this bond to bear the facsimile signatures of the Chairman of said Board and the Clerk to said Board and a facsimile of its corporate seal to be imprinted hereon, all as of the date of this bond set forth above.

[Facsimile signature]
Chairman

[Facsimile signature]
Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Facsimile signature]
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

BRANCH BANKING & TRUST COMPANY
as Bond Registrar

By [Manual signature]
Authorized Signatory

Date of authentication: _____.

[Reverse Side of Bond]

United States of America

State of North Carolina

County of Martin

MARTIN COUNTY WATER AND SEWER DISTRICT NO. 2

GENERAL OBLIGATION WATER BOND, SERIES 2010

This bond is one of an issue of bonds designated “General Obligation Water Bonds, Series 2010” (the “Bonds”) and issued by said District for the purpose of providing funds, with any other available funds, for acquiring and constructing a water system of said District, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order which was adopted by the Board of Commissioners for the County of Martin, North Carolina, as the governing body of said District, on February 23, 2000, which order was approved by the qualified voters of said District at a referendum thereon held on May 2, 2000, and a resolution duly passed by said Board

(the "Resolution"). The maximum time period for issuing bonds under said order was extended to May 2, 2010 by an order adopted by said Board on March 14, 2007.

The bonds at the time outstanding maturing prior to June 1, 2020 are not subject to redemption prior to maturity. The bonds maturing on June 1, 2020 and thereafter may be redeemed, at the option of said District, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than June 1, 2019, at a redemption price equal to 100% of the principal amount of the bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot in such manner as said District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$1,000 or some multiple thereof and that, in selecting bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$1,000. If less than all of the bonds stated to mature on different dates shall be called for redemption, the Issuer shall direct which maturities of the bonds are to be redeemed.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, said District shall cause a notice of such redemption to be filed with the Bond Registrar and mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of said District. On the date fixed for redemption, notice having been given as aforesaid, the bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such bonds or portions thereof on

such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

The bonds are issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof. At the corporate trust office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its corporate trust office the books of said District for the registration of transfer of bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register any transfer of (i) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of

business on the day of such mailing or (ii) any bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said District sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said District, including this bond, does not exceed any constitutional or statutory limitation thereon.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto

the within bond and all rights thereunder and hereby irrevocably constitutes and appoints

_____ attorney

to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

If the United States of America is the initial purchaser of the bonds, there will be issued a single registered bond of the Issuer of the denomination of \$5,986,000, numbered R-1 and maturing in annual installments on the 1st day of June in the following years and in the following amounts, respectively:

| <u>Year of Maturity</u> | <u>Principal Amount</u> | <u>Year of Maturity</u> | <u>Principal Amount</u> |
|-------------------------|-------------------------|-------------------------|-------------------------|
| 2012 | \$69,000 | 2031 | \$151,000 |
| 2013 | 71,000 | 2032 | 158,000 |
| 2014 | 74,000 | 2033 | 164,000 |
| 2015 | 78,000 | 2034 | 171,000 |
| 2016 | 81,000 | 2035 | 178,000 |
| 2017 | 84,000 | 2036 | 186,000 |
| 2018 | 88,000 | 2037 | 194,000 |
| 2019 | 92,000 | 2038 | 202,000 |
| 2020 | 96,000 | 2039 | 211,000 |
| 2021 | 100,000 | 2040 | 220,000 |
| 2022 | 104,000 | 2041 | 229,000 |
| 2023 | 108,000 | 2042 | 239,000 |
| 2024 | 113,000 | 2043 | 249,000 |
| 2025 | 118,000 | 2044 | 260,000 |
| 2026 | 123,000 | 2045 | 271,000 |
| 2027 | 128,000 | 2046 | 276,000 |
| 2028 | 133,000 | 2047 | 276,000 |
| 2029 | 139,000 | 2048 | 276,000 |
| 2030 | 145,000 | 2049 | 131,000 |

and bearing interest on the unpaid part of such principal at the rate of four and twenty-five hundredths per centum (4.25%) per annum until payment thereof.

Such bond and the endorsements thereon shall be in substantially the following forms:

No. R-1 \$5,986,000

REGISTERED BOND WITHOUT COUPONS
(Registered as to both principal and interest)

United States of America

State of North Carolina

County of Martin

MARTIN COUNTY WATER AND SEWER DISTRICT NO. 2

GENERAL OBLIGATION WATER BOND, SERIES 2010

The Martin County Water and Sewer District No. 2, a body politic and corporate in the County of Martin, North Carolina, is justly indebted and for value received hereby promises to pay to the

UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE
RURAL UTILITIES SERVICE, AN AGENCY OF THE UNITED
STATES DEPARTMENT OF AGRICULTURE

or registered assigns or legal representative the principal sum of

FOUR MILLION FIVE HUNDRED SIXTY-FOUR THOUSAND DOLLARS

in annual installments on the 1st day of June in the following years and amounts:

| <u>Year of Maturity</u> | <u>Principal Amount</u> | <u>Year of Maturity</u> | <u>Principal Amount</u> |
|-------------------------|-------------------------|-------------------------|-------------------------|
| 2012 | \$69,000 | 2031 | \$151,000 |
| 2013 | 71,000 | 2032 | 158,000 |
| 2014 | 74,000 | 2033 | 164,000 |
| 2015 | 78,000 | 2034 | 171,000 |
| 2016 | 81,000 | 2035 | 178,000 |
| 2017 | 84,000 | 2036 | 186,000 |
| 2018 | 88,000 | 2037 | 194,000 |
| 2019 | 92,000 | 2038 | 202,000 |
| 2020 | 96,000 | 2039 | 211,000 |
| 2021 | 100,000 | 2040 | 220,000 |
| 2022 | 104,000 | 2041 | 229,000 |
| 2023 | 108,000 | 2042 | 239,000 |
| 2024 | 113,000 | 2043 | 249,000 |
| 2025 | 118,000 | 2044 | 260,000 |
| 2026 | 123,000 | 2045 | 271,000 |
| 2027 | 128,000 | 2046 | 276,000 |
| 2028 | 133,000 | 2047 | 276,000 |
| 2029 | 139,000 | 2048 | 276,000 |
| 2030 | 145,000 | 2049 | 131,000 |

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of four and twenty-five hundredths per centum (4.25%) per annum until payment thereof, such interest to the maturity hereof being payable on June 1, 2010 and annually thereafter on June 1 in each year. The interest so payable on any such interest payment date will be paid to the person in whose name this bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this bond are payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

During the time that the United States of America is the registered owner of this bond, payment of the installments of principal and interest when due and payable on this bond shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender hereof and, during any such time as an assignee hereof is the registered owner of this bond, payment of the installments of principal when due and payable on this bond shall be made at the corporate trust office of Branch Banking & Trust Company, in the City of Wilson, North Carolina, upon the presentation and surrender hereof and payment of the interest when due and payable on this bond shall be made by check mailed to such assignee at his address as it appears on the bond registration books of said District hereinafter mentioned without the presentation or surrender hereof. Upon receipt of said payments of principal and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar hereinafter mentioned and said District shall be fully discharged of its obligation on this bond to the extent of the payment so made. Upon final payment this bond shall be surrendered to the Bond Registrar for cancellation.

For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Martin County Water and Sewer District No. 2 are hereby irrevocably pledged.

This bond is duly authorized and issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order which was adopted by the Board of Commissioners for the County of Martin, North Carolina, as the governing body of said District, on February 23, 2000, which order was approved by the qualified voters of said District at a referendum thereon held on May 2, 2000 and a resolution duly passed by said Board, for the purpose of providing funds, with any other available funds, for acquiring and constructing a water system of said District. The maximum time period for issuing bonds under said order was extended to May 2, 2010 by an order adopted by said Board on March 14, 2007.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in said resolution, this bond may be exchanged for an equal aggregate principal amount of bonds having maturities corresponding to the maturities of the installments of principal of this bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

This bond is registered as to both principal and interest in the name of the United States of America on books of said District kept by the Finance Officer of said District as Bond Registrar, and the transfer hereof may hereafter be registered by the registered owner hereof only upon an execution of an assignment hereon duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be

satisfactory to the Bond Registrar, and upon receipt of such notice this bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

This bond or any part hereof at the time outstanding may be redeemed, at the option of said District, at any time prior to the maturity of any installment of the principal hereof, either in whole or in part in such order of the maturity dates of the installments of principal as said District shall determine, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

On the date designated for redemption, notice having been given and moneys for payment of the redemption price being held in trust for such purpose, all as provided in said resolution, this bond or part hereof shall become and be due and payable, and the interest on this bond or part hereof so redeemed shall cease to accrue.

The Bond Registrar shall not be required to exchange or register any transfer of (i) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (ii) any bond called for redemption in whole or in part pursuant to said resolution.

To the extent permitted by the Constitution and laws of the State of North Carolina, if at any time it shall appear to the United States of America while it is the registered owner of this bond that said District is able to refinance the installments of principal hereof then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time,

then said District will, upon request of the United States of America, apply for and accept such loan in sufficient amount to repay the United States of America and will take all such actions as may be required in connection with such loan.

It is hereby certified and recited that all acts, conditions, and things required by the Constitution and laws of North Carolina to happen, exist, and be performed precedent to and in the issuance of this bond have happened, exist, and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said District sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said District, including this bond, does not exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, said Martin County Water and Sewer District No. 2, by resolution of the Board of Commissioners for the County of Martin, North Carolina, as the governing body of said District, has caused this bond to be executed by the Chairman of said Board and the Clerk to said Board and the corporate seal of said District to be impressed hereon, all as of the 14th day of April 2010.

[Manual signature]
Chairman

[Manual signature]
Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Manual signature]
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is issued under the provisions of the within-mentioned resolution.

Finance Officer
as Bond Registrar

By _____
[Manual signature]

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto

the within bond and all rights thereunder and hereby irrevocably constitutes and appoints

_____ attorney

to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

[The following is to be on a separate sheet.]

SCHEDULE "A"

Principal Installments Paid
in Advance of Maturity Dates

| <u>Principal Date</u> | <u>Due Amount</u> | <u>Principal Payment</u> | <u>Balance</u> | <u>Date Paid</u> | <u>Name of Bond Registrar, Authorized Official and Title</u> |
|---------------------------|-----------------------|------------------------------|----------------|----------------------|--|
| _____ | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

To the extent permitted by the Constitution and laws of the State of North Carolina, if the United States of America is the initial purchaser of the bonds and if at any time it shall appear to the United States of America while it is the registered owner of the bonds that the Issuer is able to refinance the installments of principal thereof then outstanding, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, then the Issuer will, upon request of the United States of America, apply for and accept such loan in sufficient amount to repay the United States of America and will take all such actions as may be required in connection with such loan.

The Issuer covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), except to the extent that the Issuer obtains an opinion of bond counsel to the effect that noncompliance would not result in interest on the bonds being includable in the gross income of the owners of the bonds for purposes of federal income taxation.

The Issuer hereby further finds, declares and represents that (a) it reasonably expects that it, all subordinate entities thereof and all entities which issue obligations on behalf of the Issuer (all within the meaning of Section 265(b)(3)(E) of the Code) will not

issue in the aggregate more than \$30,000,000 of tax-exempt obligations (not counting private-activity bonds and certain refunding bonds as provided in Section 265(b)(3)(C)(ii) of the Code) during calendar year 2010 and (b) no entity has been or will be formed or availed of to avoid the limits described above. In addition, the Issuer hereby designates each of the bonds as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code.

The Local Government Commission of North Carolina is hereby requested to sell the bonds at private sale without advertisement to any purchaser or purchasers thereof, at such prices as said Commission determines to be in the best interest of the Issuer, subject to the approval of the Chairman of the Board of Commissioners for the County of Martin, North Carolina; provided, however, that the purchase price of the bonds is at least \$5,986,000 plus 100% of any accrued interest and that the maximum interest rate does not exceed six per centum (6%) per annum.

The Chairman of the Board of Commissioners for the County of Martin, North Carolina is hereby authorized to approve the purchase price of the bonds and the rate of interest on the bonds in connection with the private sale of the bonds, subject to the provisions of Section 9 of this resolution.

If the bonds are awarded to a purchaser other than the United States of America, the bonds will be delivered in such authorized denominations and registered in such names as the purchaser may request no later than five days prior to the date of their delivery. If the purchaser fails to submit such information by the required time, then a single bond will be issued for each maturity date registered in the name of the purchaser or the senior manager of the bidding group constituting the purchaser.

If the bonds are awarded to a purchaser other than the United States of America, there shall be printed on the reverse of each of the bonds the legal opinion of Robinson, Bradshaw & Hinson, P.A., bond counsel to the Issuer, with respect to the validity of the bonds, and there shall be printed immediately following such legal opinion a certificate bearing the facsimile signature of the Chairman of the Board of Commissioners for the County of Martin, North Carolina, said certificate to be in substantially the following form:

I HEREBY CERTIFY that the foregoing is a true and correct copy of the legal opinion on the bonds therein described which was manually signed by Robinson, Bradshaw & Hinson, P.A., Charlotte, N.C., and was dated as of the date of delivery of and payment for said bonds.

[Facsimile signature]

Chairman of the Board of Commissioners for the
County of Martin, North Carolina, as the governing
body of the Martin County Water and Sewer
District No. 2, in Martin County, North Carolina

The officers, agents and employees of the Issuer are hereby authorized and directed to do all acts and things required of them by the provisions of the bonds and this resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein and herein and (without limitation except as may be expressly set forth herein) to take such other actions and to execute and deliver such other documents,

certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary or appropriate to effectuate the transactions contemplated thereby and hereby.

This resolution shall take effect upon its passage.

Thereupon Commissioner C. Mort Hurst moved the passage of the foregoing resolution entitled: “RESOLUTION PROVIDING FOR THE ISSUANCE OF \$5,986,000 GENERAL OBLIGATION WATER BONDS, SERIES 2010”, and Commissioner Derek Price seconded the motion and the resolution was passed by the following vote:

Ayes:Commissioners:Smith,Lilley,Hurst,Bowen,Price

Noes: None

Budget Amendment 18

BE IT ORDAINED by the Board of Commissioners of Martin County, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2010.

Section 1. To reduce budget for Water District 2 Phase 2.

| | Increase | Decrease |
|----------------------|----------|------------|
| Phase 2 Construction | | \$ 336,600 |

To reduce budget in revenue for the above, the revenues will be listed as follows:

| | | |
|----------------------------|--|------------|
| Rural Economic Development | | \$ 336,600 |
|----------------------------|--|------------|

MOTION by Commissioner Hurst and SECONDED by Vice Chairman Lilley to adopt the above budget ordinance amendment this. The motion was APPROVED unanimously.

Antenna Lease – Budget Amendment #19

Martin County leases space on a tower in Bertie County for emergency services antennas. Back in 1997, the County began leasing space for one antenna from Eastern Carolina Broadcasting, Inc. The tower has been sold several times and is now owned by Inner Banks Media of Greenville. It was discovered by Henry Hinton of Inner Banks Media and Manager Overman that a second antenna was installed in September 2004 and no rent had been paid. After many concessions on both sides, it was agreed that the amount of \$16,490 was fair to both parties. County Manager Overman requested approval of a budget amendment for back payment on the second antenna lease owned by Inner Banks Media of Greenville.

BUDGET ORDINANCE AMENDMENT-19

BE IT ORDAINED by the Board of Commissioners of Martin County, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2010.

Section 1. To amend the General Fund, the expenditures are to be changed as follows.

| | Increase | Decrease |
|---------------|-----------|----------|
| Public Safety | | |
| Communication | \$ 16,490 | |

This will result in a decrease of \$16,490 in the expenditures of the General Fund. To provide an increase for the expenditures above, the following revenues will be changed.

| | |
|----------------------------|-----------|
| Fund Balance Appropriation | \$ 16,490 |
|----------------------------|-----------|

MOTION by Commissioner Hurst and SECONDED by Commissioner Price to adopt the above budget ordinance amendment. The motion was APPROVED unanimously.

21st Century Communities Program

The 21st Century Communities Program is offered through the North Carolina Department of Commerce. According to the brochure, it started in 2001 in response to a series of business and industry closures, and the loss of thousands of jobs in the manufacturing and textile industries. With this program, the Department has positively affected some of the state's most challenged communities, and helped jump start their economic development planning efforts. Manager Overman stated the County has applied for this program at least twice before and have not been selected. Marvin Davis, EDC, has agreed to assist in completing the application even indicating he could take the lead on the preparation. Manager Overman is requesting the Board's authorization to move forward with this process so it can be submitted prior to May 19. A MOTION to move forward with this process was made by Vice Chairman Lilley and a SECOND was given by Commissioner Bowen. The motion carried.

Resolution Authorizing Public Auction of Real Property (Tax Foreclosures)

North Carolina General Statue 160A-270(a) requires the adoption of a resolution that provides the authority to resale real property acquired through the foreclosure process. The resolution should authorize the sale, describe the property to be sold, specify the date, time, place and terms of sale and that any offer or bid must be accepted and confirmed by the Commissioners before the sale will be effective. Sale must be advertised at least 30 days before the sale. Commissioner Bowen made a MOTION and Vice Chairman Lilley gave a SECOND to authorize the public auction of real property of tax foreclosures. The motion was APPROVED unanimously.

RESOLUTION AUTHORIZING PUBLIC AUCTION OF REAL PROPERTY

WHEREAS, Martin County acquired title to the below described tracts or parcels of land by virtue of purchase by the County at tax foreclosure sales pursuant to N.C.G.S. 105-376;

WHEREAS, the County desires to sell these tracts or parcels of land through public auction pursuant to N.C.G.S. 105-376(c) and 160A-270(a);

NOW, THEREFORE, the Board of Commissioners of Martin County hereby resolves as follows:

1. The County Commissioners authorize the sale by public auction of the property described on Schedule A attached.
2. The sale shall take place on the 8th day of June, 2010, at 7:00 p.m. at the Martin County Farmer's Market, 4001 West Main Street, Williamston, North Carolina.
3. Notice of this sale shall be published at least once, and not less than 30 days, before the sale in *The Enterprise*. Said notice shall specify the terms of sale, the time, date and place of sale, and shall contain a description of the property to be sold.
4. Following publication of the notice of sale, Bill Forbes of Bill Forbes and Associates, Inc., or his designee shall conduct the sale at the designated time and place, and shall require a bid deposit of 10% from the highest bidder. This deposit must be cash or good check. The deposit will be held until either the County Commissioners reject the high bid for the property or, if the County Commissioners accept the high bid, the closing of the sale. The deposit will be forfeited to the County if the high bidder refuses to close the sale after the bid has been approved by the County Commissioners. After the conclusion of the sale, the results shall be reported to the Commissioners at their next regularly scheduled meeting, and the Commissioners shall accept or reject the bid within 30 days of said report.

Adopted this 14th day of April, 2010, by unanimous vote of the Martin County Board of Commissioners at its regular meeting.

Approval of Purchase Price for New Middle School Site

As stated in Dr. Daly's memo, the Martin County Board of Education has selected a 30-acre tract located on Highway 17 next to the Hampton Inn as the site for the new school to replace Williamston Middle School. The Board reviewed 17 sites and, after soil and wetlands analysis, solicited bids on four prospective sites. Three of the owners submitted proposals. After careful consideration of the locations, costs of the land, and anticipated land development costs, the Board of Education wishes to purchase the property on Highway 17 for a sum of \$550,000. In accordance with the provisions of North Carolina general Statute 115C-426.1(f), the Martin County Board of Education requests the Martin County Board of Commissioners approval of the price of the property selected. Several board members expressed concerns about the safety of the location. After an intensive discussion, Chairman Smith made a MOTION and Vice Chairman SECONDED the motion to approval the purchase price for the New Middle School Site. The motion carried. Chairman Smith thanked Dr. Daly for the working relationship between the Board of Education and the County.

Board Reports

Chairman Lilley reported that it was mentioned in the Tourism meeting about the Ironcald visit on April 17th and April 18th on the Roanoke River.

Commissioner Bowen made a MOTION, with a SECOND by Commissioner Price, to go into Closed Session according to G.S. 143-318.11(a)(3) Potential Litigation; G.S. 143-318.11(a)(5) Acquisition of Real Property at Moratoc Park owned by the Berkley Heirs and the former Corner Market/Gas Station, Bear Grass Rd, owned by Alan Barrow and G.S. 143-318.11(a)(6) Personnel matters. The motion was unanimously APPROVED at 9:05 pm.

Recess

CLOSED SESSION

POTENTIAL LITIGATION G.S. 143-318-11(a)(3)
ACQUISITION OF REAL PROPERTY G.S. 143-318.11(a)(5)
PERSONNEL – G.S. 143-318.11(a)(6)

Commissioner Bowen made a MOTION, with a SECOND by Commissioner Price, to go into Closed Session according to G.S. 143-318.11(a)(3) Potential Litigation; G.S. 143-318.11(a)(5) Acquisition of Real Property at Moratoc Park owned by the Berkley Heirs and the former Corner Market/Gas Station, Bear Grass Rd, owned by Alan Barrow and G.S. 143-318.11(a)(6) Personnel matters. The motion was unanimously APPROVED at 9:11 pm.

No action was taken in Closed Session.

ADJOURNMENT

Commissioner Bowen made a MOTION, with a SECOND by Commissioner Price, to go out of Closed Session. The motion was unanimously APPROVED. Closed session ended at 9:50 p.m.

Open Session

Commissioner Bowen made a MOTION and Commissioner Price gave a SECOND to authorize County Manager Overman to bid on the Moratoc property. The motion was APPROVED unanimously.

ADJOURNMENT

With no further business to discuss, Commissioner Bowen made the MOTION and Commissioner Price gave a SECOND to adjourn the meeting at 9:52 p.m. The motion was unanimously APPROVED.

The next regular meeting of the Martin County Board of Commissioners is scheduled for Wednesday, May 12, 2010 at 7:00 p.m. in the Board Room of the Martin County Governmental Center, 305 East Main Street, Williamston, North Carolina.

Ronnie Smith, Chairman

Marion B. Thompson, Clerk to the Board