

June 13, 2011

The Martin County Board of Commissioners met in Special Called Session on Monday, June 13, 2011 at 7:00 p.m. in the Board Room, Martin County Governmental Center at 305 East Main Street, Williamston, North Carolina.

ASSEMBLY

Chairman Elmo “Butch” Lilley, Vice Chairman Tommy W. Bowen, Commissioner Ronnie Smith, Commissioner Derek Price, Commissioner Bob Hyman, County Manager W. Russell Overman, Clerk to the Board Marion B. Thompson and Finance Officer Cindy Ange.

The meeting was called to order by Chairman Lilley. The pledge of allegiance was led by Commissioner Price. The invocation was offered by Commissioner Smith.

Chairman Lilley welcomed all to the meeting.

AGENDA APPROVAL

Chairman Lilley requested that the following item be added to the agenda: Item 2b - Skewarkee Fire District Tax Action Taken at Previous Meeting; Item 3b – Resolution Supporting Water Treatment Plant and River Reclassification; Item 10 – Social Services Fees

Commissioner Smith introduced a MOTION, with a SECOND by Commissioner Price to approve the agenda with the additions presented. The motion was unanimously APPROVED.

PUBLIC HEARING – FY 2011-2012 Budget Ordinance

A MOTION was made by Commissioner Price to enter the Public Hearing – 2011-2012 Budget Ordinance, with a SECOND by Vice Chairman Bowen. The motion was unanimously APPROVED.

Manager Overman gave a brief overview of the following Budget Ordinance. The only changes to the Manager’s proposed budget are those changes directed by the Board; increased fund balance appropriation due to no property tax increase; included salary adjustments; increased emergency management capital outlay to accommodate the purchase of (2) vehicles (\$40,000); restored EDC to amount requested; decreased Board of Education capital outlay due to ADM fund elimination; revenue and expenditures for E-911 was reduced due to 911 Board adjustment.

BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Martin County, North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2011,

and ending June 30, 2012, in accordance with the chart of accounts heretofore established for this county.

General Government

County Commissioners	\$ 191,263
County Manager	222,624
Finance Office	341,387
Tax Assessor	300,468
Tax Collector	288,281
Legal	13,805
Court Facilities	56,814
Board of Elections	120,856
Register of Deeds	245,205
DMV License Plate Agency	81,293
Data Processing	193,000
Public Buildings	<u>603,619</u>
Total General Government	\$ 2,658,615

Public Safety

Sheriff	\$ 2,526,178
Jail (includes youth detention)	961,873
Communications	495,461
Emergency Management	214,982
Building Inspector	130,876
Medical Examiner	30,000
Rescue Squads	491,820
Animal Control	<u>123,823</u>
Total Public Safety	\$ 4,975,013

Transportation

Airport	\$ 119,960
Martin County Transit	<u>809,971</u>
Total Transportation	\$ 929,931

Environmental Protection

Forest Fire Control	\$ 82,400
Sanitation	<u>2,081,805</u>
Total Environmental Protection	\$ 2,164,205

Economic & Physical Development

Martin County Chamber of Commerce	\$ 20,900
Economic Development Corporation	1,559,500
Travel & Tourism Authority	184,500
Cooperative Extension Service	191,754
Soil Conservation Service	<u>118,722</u>
Total Economic & Physical Development	\$ 2,075,376

Human Services

M-T-W Health Department	\$ 248,825
Mental Health	\$ 54,962
Vocational Rehabilitation – Martin Enterprises	\$ 62,550
Department of Social Services	
Administration	\$ 3,390,096
Assistance Programs	<u>3,115,020</u>
Total Department of Social Services	\$ 6,505,116
Office of Aging	
Administration & Operations	\$ 299,651
Congregate Nutrition	109,626
Home Delivered Meals	116,069
Respite	<u>139,232</u>
Total Office of Aging	\$ 664,578
Other Human Services	
Veteran’s Service Officer	57,838
Office of Juvenile Justice	137,732
Martin County Women’s Council	810
County Projects	7,000
Criminal Justice Partnership	<u>68,885</u>
Total Other Human Services	\$ 272,265
Total Human Services	\$ 7,808,296

Education

Martin County Board of Education	
Current Expense	\$ 5,662,044
Capital Outlay	502,000
Sinking Fund Payment	<u>1,814,500</u>
Total Board of Education	\$ 7,978,544
Martin Community College	
Current Expense	\$ 914,103
Capital Outlay	<u>175,000</u>
Total Community College	\$ 1,089,103
Total Education	\$ 9,067,647

Cultural and Recreation

Arts Council	\$ 9,500
County Library	91,332
County-Wide Recreation	51,893
Martin Community Players	8,000
Roanoke River Project – Moratoc Park	<u>3,500</u>
Total Cultural and Recreation	\$ 164,225

Water/Sewer

Water/Sewer	<u>\$ 30,304</u>
Total Debt Service	\$ 30,304

Transfers to Other Funds

Transfer to Capital Reserve Fund	0
Transfer to Revaluation Fund	<u>35,000</u>
Total Transfers to Other Funds	\$ 35,000

Contingency \$ 0

TOTAL APPROPRIATIONS \$29,908,612

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

Taxes

Ad Valorem	
Real & Personal Property - Current Year	\$10,850,467
Motor Vehicles – Current Year	1,065,350
Prior Year	600,000
Interest & Commissions	149,500
Sales Tax	3,867,000
All Other Taxes	<u>297,000</u>
Total Taxes	\$16,829,317
<u>Permits & Fees</u>	\$ 233,500
<u>Intergovernmental Revenues</u>	
Unrestricted	\$ 74,000
Restricted	7,113,646
<u>Sales & Services</u>	\$ 2,498,741
<u>Miscellaneous</u>	\$ 99,119
<u>Other Financing Sources</u>	
Sale of Fixed Assets	\$ 15,000
Installment Purchase Proceeds	30,000
<u>Transfers</u>	\$ 1,200,000
<u>Fund Balance Appropriation</u>	<u>\$ 1,815,289</u>
TOTAL ESTIMATED REVENUES	<u>\$29,908,612</u>

Section 3: The following amount is hereby appropriated in the 4-H Fund for the operation of the 4-H Adventure Program for the fiscal year beginning July 1, 2011, and ending June 30, 2012, in accordance with the chart of accounts heretofore established for this county.

<u>Economic & Physical Development</u>	<u>\$ 50,500</u>
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Section 4: It is estimated that the following revenue will be available in the 4-H Fund for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

<u>Miscellaneous</u>	<u>\$ 50,500</u>
Total Estimated Revenues	\$ 50,500

Section 5: The following amount is hereby appropriated in the Revaluation Fund for the revaluation of property in Martin County during the fiscal year beginning July 1, 2011, and

ending June 30, 2012, in accordance with the chart of accounts heretofore established for the county.

<u>General Government</u>	\$ 35,000
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Section 6: It is estimated that the following revenue will be available in the Revaluation Fund for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

Transfers from Other Funds

Transfer from General Fund	\$ 35,000
Fund Balance Appropriation	<u>0</u>
Total Estimated Revenues	\$ 35,000

Section 7: The following amounts are hereby appropriated in the Emergency Telephone System Fund for the operation of the E-911 emergency telephone system for the fiscal year beginning July 1, 2011, and ending June 30, 2012, in accordance with the chart of accounts heretofore established for this county.

Public Safety

Communications	
Emergency 911	\$ 345,531
Total Appropriations	\$ 345,531

Section 8: It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

Taxes

911 Access Charges	\$ 150,847
<u>Fund Balance Appropriation</u>	<u>194,684</u>
Total Estimated Revenues	\$ 345,531

Section 9: The following amounts are hereby appropriated in the Fire District Funds for the operation of fire protection services for the fiscal year beginning July 1, 2011, and ending June 30, 2012, in accordance with the chart of accounts heretofore established for this county.

Public Safety

Jamesville Fire	\$ 93,950
Roanoke Fire	75,200
Williamston Fire	226,050
Goose Nest Fire	45,050

Griffins Fire	59,000
Bear Grass Fire	81,300
Hamilton Fire	<u>\$ 51,100</u>
 Total Appropriations	 \$ 631,650

Section 10: It is estimated that the following revenues will be available in the Fire District Funds for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

Taxes

Ad Valorem	
Real & Personal Property - Current Year	\$ 439,400
Motor Vehicles – Current Year	59,400
Prior Year	21,900
Interest/Discounts	4,950
Sales Tax	<u>106,000</u>
 Total Estimated Revenues	 \$ 631,650

Section 11: The following amounts are hereby appropriated in the Water and Sewer District No. 1 Fund for the operation of the District’s water system for the fiscal year beginning July 1, 2011 and ending June 30, 2012, in accordance with the chart of accounts heretofore established for this District.

Administration	\$ 168,687
Water Operations	55,400
Capital Outlay	0
Water Debt	251,358
Reserve for Future Expenditures	<u>46,260</u>
Total Appropriations	\$ 521,705

Section 12: It is estimated that the following revenues will be available in the Water and Sewer District No. 1 Fund for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

Unrestricted Intergovernmental	\$ 48,009
Sales and Service	<u>473,696</u>
 Total Estimated Revenues	 \$ 521,705

Section 13: The following amounts are hereby appropriated in the Water and Sewer District No. 2 Fund for the operation of the District’s water system for the fiscal year beginning July 1, 2011, and ending June 30, 2012, in accordance with the chart of accounts heretofore established for this District.

Administration	\$ 173,687
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Water Operations	43,400
Capital Outlay	0
Water Debt	<u>628,925</u>

Total Appropriations \$ 846,012

Section 14: It is estimated that the following revenues will be available in the Water and Sewer District No. 2 Fund for the fiscal year beginning July 1, 2011, and ending June 30, 2012.

Unrestricted Intergovernmental	\$ 160,307
Sales and Service	<u>685,705</u>

Total Estimated Revenues \$ 846,012

Section 15: There is hereby levied a tax at the rate of sixty-seven cents (\$.67) per one hundred dollars (\$100) valuation of real and personal property listed for taxes as of January 1, 2011 for the purpose of raising the revenue listed as “Ad Valorem Taxes – Real & Personal - Current Year” in the General Fund in Section 2 of this Ordinance. This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$1,619,472,733 and an estimated collection rate of 94.89%. No discounts are allowed.

Section 16: There is hereby levied a tax at the rate of sixty-seven cents (\$.67) per one hundred dollars (\$100) valuation of motor vehicles registered with the NC Department of Motor Vehicles for the purpose of raising the revenue listed as “Ad Valorem Taxes – Motor Vehicles – Current Year” in the General Fund in Section 2 of this Ordinance. This rate of tax is based on an estimated total valuation of motor vehicles for the purpose of taxation of \$159,007,500 and an estimated collection rate of 85.95%. No discounts are allowed.

Section 17: There is hereby levied a \$162 fee for 95-gallon containers to offset sanitation expenses of providing door to door pickup, transportation costs, and tipping fee costs at the regional landfill in Bertie County. Construction & Demolition fee is set at \$32 per ton.

Section 18: There are hereby levied taxes at the rates indicated below per one hundred dollars (\$100) valuation of property within the special fire districts listed for taxes as of January 1, 2011 for the purpose of raising revenue listed as “Ad Valorem Taxes – Real & Personal - Current Year” in Section 10 of this Ordinance for said special fire district. The rate of tax is based on an estimated total valuation of property for the purpose of taxation as listed below for each special fire district and an estimated collection rate of 94.89%.

Fire District	Tax Rate	Valuation
Jamesville Fire District	\$.05	\$ 139,426,719
Roanoke Fire District	.04	134,913,021
Williamston Fire District	.08	216,129,328
Goose Nest Fire District	.05	65,147,142
Griffins Fire District	.04	106,249,764

Bear Grass Fire District	.045	126,250,907
Hamilton Fire District	.05	78,047,665

Section 19: There are hereby levied taxes at the rates indicated below per one hundred dollars (\$100) valuation of motor vehicles registered with the NC Department of Motor Vehicles within the special fire districts listed for the purpose of raising revenue listed as “Ad Valorem Taxes – Motor Vehicles – Current Year” in Section 10 of this Ordinance for said special fire district. The rate of tax is based on an estimated total valuation of motor vehicles for the purpose of taxation as listed below for each special fire district and an estimated collection rate of 85.95%.

Fire District	Tax Rate	Valuation
Jamesville Fire District	\$.05	\$ 21,152,477
Roanoke Fire District	.04	15,986,266
Williamston Fire District	.08	30,972,314
Goose Nest Fire District	.05	6,058,504
Griffins Fire District	.04	15,011,547
Bear Grass Fire District	.045	21,573,778
Hamilton Fire District	.05	6,870,987

Section 20: Property taxes will be collected for the following towns: Hamilton, Bear Grass, Everetts, Parmele, Hassell, and Oak City. Taxes on motor vehicles will be collected for all towns.

Section 21: Receipts collected by county officers and employees must be deposited daily with the County Finance Officer regardless of the amount or type of revenue except for the Airport, Cooperative Extension, Animal Control, Landfill and Office of Aging Operations who shall make deposits weekly or when money on hand amounts to \$250, whichever comes first.

Section 22: The County Manager is designated as the Budget Officer of the County. He is authorized to approve transfers within a department without the approval of the Board of Commissioners.

Section 23: There is a 3% cost of living increase in salaries in this budget. Provisions have been made to pay the individual cost of hospitalization and dental insurance for all eligible county employees at a cost of \$588.36 per month per employee. The county will provide \$10,000 of term life insurance for eligible county employees. Longevity pay is provided for eligible employees who complete five years or more of continuous service with the county.

Employees’ contributions to the NC Local Governmental Employees Retirement System will continue to be tax sheltered. Permanent employees will have an opportunity to participate in the cafeteria plan (IRC 125), the deferred compensation plan (IRC 457) and State 401K plan.

Section 24: In accordance with General Statute 163-32 the following compensation rates have been approved for the Board of Elections members.

Election Day (including the counting of absentee and transfer ballots)

\$200 Chairman

\$200 Member

Regular Meetings

\$ 60 Chairman

\$ 40 Member

Section 25: Dual signatures are required for each check that is drawn on county funds. The signatures of the Chairman of the Board of County Commissioners and the Finance Officer, Assistant Finance Officer or Deputy Finance Officer shall be the authorized signatures of the County. The use of facsimile signatures is permitted.

Section 26: Changes in this budget will be by amendment only.

Adopted this 13th day of June, 2011

Martin County Board of Commissioners

Skewarkee Fire District Tax

Chairman Lilley asked Chief Jimbo Peele why such a large increase from \$.05 to \$.08. Chief Peele stated that it was originally thought that the rate was \$.06 instead of \$.05. Due to tax revaluation in 2009, the rate had been decreased to \$.05(revenue neutral). Chief Peele added that to bring services to par, \$.08 is not unreasonable.

Vice Chairman Bowen questioned whether citizens within the city limits will be affected by the rate increase. The answer was that town citizens would not be affected. Citizens outside of the city limits will be affected only.

Manager Overman explained that the same property would be taxed for property and fire taxes. The property would be taxed at the present rate of \$.67 for property taxes. In addition, the same property would be tax \$.08 for the fire tax. Overall tax rate would be \$.75. Although the fire tax rate may vary, this is the method used in all fire districts.

Commissioner Price was concerned with the citizens being over burdened and the equity issue. Chairman Lilley answered that the local Fire Board makes the decision for their area. Manager Overman added that on the equity issue, the only way to the fairness is the tax rate itself.

Commissioner Smith stated that the State (NC GS§69-25.5 and 69-25-6), allows the rate to be between \$.00 and \$.15 per \$100.00 valuation. More money is needed for populated area than rural area. Chief Peele added that the Town of Williamston services half of the population in the county, "between 12,000 to 13,000", man 25 pieces of equipment and answer over 2,000 calls a year.

Public Comments – Marvin Davis

EDC Executive Director Marvin Davis commented in the absence of EDC Chairman Laurence Lilley. He thanked the Commissioners for their consideration and added that EDC will work hard to bring economic development to the county. Executive Director Davis thanked Manager Overman for his support of the county and for his handling of issues large and small and for his professionalism during his six and half years.

Vice Chairman Bowen introduced a MOTION to end the Public Hearing; SECONDED by Commissioner Hyman. The motion was APPROVED unanimously.

Approval of 2011-2012 Budget

Manager Overman stated that the 2011-2012 Budget had been prepared with the \$.08 fire tax increase for the Williamston Fire Tax District/Skewarkee Fire Tax District.

Commissioner Smith made the MOTION that the Budget Ordinance be accepted as stated, with a SECOND by Commissioner Price. The motion was APPROVED unanimously.

The Board of Commissioners thanked the staff for their hard work on the budget. Commissioner Smith thanked the citizens and the present and former commissioners as well for the sound financial decisions that were made in the past. Chairman Lilley stated that the budget was lean but functional.

Resolution Supporting the Water Treatment Plant and River Reclassification

Engineer Chris Thomson, the Wooten Company, attended the meeting to present and answer questions regarding reclassifying the Roanoke River from a Class C to Class Water Supply IV (WS-IV) and Class Water Supply IV Critical Area (WS-IV CA). At the present time, the Roanoke River is not legally classified for a Water Treatment Plant. Reclassification would impact the Town of Williamston, Bertie County and Martin County. The Town of Williamston has already passed the resolution of support. Land use controls are required with the water treatment plant. A public hearing would be required and a zoning ordinance will need to be adopted. The following information was discussed.

Critical Area (WS-IV CA)

- Area affected - From intake to ½ mile upstream of intake
- Wastewater discharges allowed for domestic & industrial
- New industrial discharges in the Critical Area requires some additional treatment
- Development Activities allowable density low density option; (1) dwelling unit/1/2 acre
- Development Activities allowable density low density option; Max. 24% Built Upon Area ①
- Development Activities allowable density high density option; With engineered stormwater controls, 24% to 50% Impervious Area①
- Stream Buffers –Low Density = 30'; High Density = 100'

- Standard Rules for Erosion & Sediment Controls
- Agriculture Best Management Practices (BMPs) mandated ③
- Forestry Best Management Practices (BMPs) mandated
- Transportation Best Management Practices (BMPs) mandated ④
- Landfills Allowed; No New Landfills
- No Specific Restrictions for Dams/Water Resources Projects

Protected Area (WS-IV PA)

- Area affected – From intake to 10 miles upstream of intake
- Wastewater Discharges Allowed for Domestic and Industrial
- Development Activities allowable density low density option; (1) Dwelling Unit 1/2 Acre
- Development Activities allowable density low density option; Max. 24% Built Upon Area①,②
- Development Activities allowable density high density option; with engineered stormwater controls, 24% to 70% Impervious Area①,②
- Stream Buffers –Low Density = 30’; High Density = 100’
- Standard Rules for Erosion & Sediment Controls
- Agriculture Best Management Practices (BMPs) mandated
- Forestry Best Management Practices (BMPs) mandated
- Transportation Best Management Practices (BMPs) mandated ④
- Landfill Allowed; No Specific Restrictions
- No Specific Restrictions for Dams/Water Resources Projects

① Limits are in effect if the development is greater than one acre (requiring an Erosion & Sediment Control Permit)

② 1/3 acre lot or 36% built upon area is allowed for projects without a curb and gutter street system.

③ Agricultural activities must maintain a 10-foot vegetated buffer from perennial surface waters or equivalent control as determined by the Soil & Water Conservation Commission

④ DOT must use BMPs as described in their document, “Best Management Practices for Protection for Protection of Surface Waters” (March 1997)

⑤ Table from NC DWQ’s “Guide to surface Freshwater Classifications in North Carolina.”

After the Q&A session, Vice Chairman Bowen made a MOTION to approve the following resolution of support, with a SECOND by Commissioner Hyman. The motion was unanimously APPROVED.

Resolution of Support
For the Martin County Regional Water and Sewer Authority
Water Treatment Plant

WHEREAS, the Martin County Regional Water and Sewer Authority (MCRWASA) has submitted to the State a request for reclassification of a segment of the Roanoke River in Bertie and Martin Counties from a Class C to Class Water Supply IV (WS-IV) and Class Water Supply IV Critical Area (WS-IV CA); and

WHEREAS, the purpose of the reclassification is to allow for a new intake structure in the Roanoke River which will supply MCRWASA's proposed surface water treatment facility; and

WHEREAS, local governments with land use jurisdiction within a water supply watershed are responsible for developing and implementing water supply watershed ordinances; and

WHEREAS, the Martin County Board of Commissioners has been presented a map outlining the proposed Water Supply IV Protected and Critical Areas; and

WHEREAS, the Martin County Board of Commissioners has land use jurisdiction within the proposed Water Supply IV Protected Area; and

WHEREAS, the Board finds that the availability of water resources fit for use by industry, agriculture and human consumption is important for economic development; and

WHEREAS, the Board finds that the preservation of regional groundwater supplies requires the use of long-term sustainable resources, including surface water.

THEREFORE BE IT RESOLVED, that the Martin County Board of Commissioners supports this proposed reclassification of the Roanoke River; and

BE IT FURTHER RESOLVED, that the Martin County Board of Commissioners will develop watershed protection land use ordinance(s) to meet the requirements of 15A NCAC 2B .0100 and .0200 within 270 days following the effective date of the proposed rule or before the subject waters are used as a potable water source, whichever comes first.

BE IT FURTHER RESOLVED, that a copy of this resolution be submitted to the Department of Environmental and Natural Resources - Division of Water Quality, Planning Section.

Adopted this 13th day of June, 2011.

Retiree Health Insurance

For new hires July 1, 2011 and after, Manager Overman recalled that he had asked the Board to consider eliminating retiree health insurance as a benefit. Last year, FYE June 30, 2010, the county spent \$214,206 for this coverage on a pay-as-you-go basis. Actuarially, it has been estimated this benefit should be funded at an amount of \$918,000 per year. Our financial statements showed an obligation of \$1,413,128 at the end of the fiscal year. As long as it is funded using the pay-as-you-go basis, that number will continue to increase.

The amendment will not affect those retirees/employees that are already vested for insurance purposes. Manager Overman did not recommend that the Board eliminate this benefit for current employees not yet vested to receive the insurance upon retirement.

Vice Chairman Bowen made a MOTION to table retiree health insurance until the meeting in July, with a SECOND by Commissioner Smith. The Motion was APPROVED by all.

Sale (Donate) Equipment to Other Counties

Thirteen counties in the northeastern part of the state prepared, submitted and were awarded a 2007 Homeland Security Planning and Equipment grant. Martin County agreed to handle the administration of the grant. Part of the grant funds were used to purchase four (4) electronic message boards and fifteen (15) generators to be distributed to the different counties. The Memorandum of Agreement between Martin County and each of the other counties was prepared by NCGS §160A-274 guidelines which states the governing body must take the action to sale without consideration (donate) the equipment to the other counties.

There will be twelve (12) different agreements. The agreements for Bertie and Currituck; a message board and a generator, the agreements for Gates and Tyrrell; a message board and two generators and the agreements for Camden, Chowan, Dare, Hyde, Hertford, Pasquotank, Perquimans and Washington counties; one generator.

Emergency Management Director Mike Stalls and Manager Overman recommended that the Board approve the Memorandum of Agreement between Martin County and each of the other counties listed above. Commissioner Smith made the MOTION to sale without consideration (donate) the equipment to the other counties, SECONDED by Vice Chairman Bowen. The motion was APPROVED unanimously.

Approve Debris Management & Removal Services Contract

Several months ago, Roberson Contracting Inc was awarded a bid for debris management and removal services in the event the County had a natural disaster and needed those services. The approval of the Board was needed to execute the contract.

Vice Chairman Bowen introduced the MOTION of approval for the Chairman to execute the contract with Roberson Contracting, Inc., with a SECOND by Commissioner Hyman. Commissioners Lilley, Bowen, Price and Hyman vote for the motion. Commissioner Smith voted against. The motion was APPROVED by a majority.

PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

THIS AGREEMENT, made this 13th day of June, 2011 by and between Martin County, existing under the laws of the State of North Carolina, hereinafter referred to as the "County" and Roberson Contracting, Inc., hereinafter referred to as the "Contractor", for the term specified herein, agree as follows:

I. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any, and the Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;
3. County's Request for Proposal;
4. Contractor's Proposal

III. TERM OF AGREEMENT

The period of this Agreement shall be for thirty-six (36) months, beginning on June 13, 2011 and ending on June 12, 2014. This Agreement may, by mutual written assent of the parties, be extended.

IV. COMPENSATION

The contractor agrees to provide services and materials as specified in its proposal to the County at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth. The fee schedule is attached as Exhibit 1 and the hourly fee schedule is attached as Exhibit 2.

V. PAYMENT

All invoices received by the County are payable within twenty (20) days from receipt, provided they have first been approved by the County and the County has accepted the Work. Payment may be delayed up to sixty (60) days due to the State and FEMA reporting and reimbursement process when applicable.

All invoices shall be directed to:

Martin County Finance Office
PO Box 668
Williamston, NC 27892

VI. GENERAL CONDITIONS

A. Termination for Default

1. The performance of Work under this agreement may be terminated by the County in whole or in part, in writing, whenever the County shall determine

that the Contractor has failed to meet the performance requirements of this Agreement.

2. The County has the right to terminate for default if the Contractor fails to make delivery of the supplies, perform the work, or if the Contractor fails to perform any other provisions of the Agreement.

B. Performance Requirements and Services

1. The services to be provided by Contractor for the County include those which are necessary for the removal of excess green waste and/or bulk refuse from County's streets, right-of-ways, public parks and public places, including, but not limited to personal/private property and debris placed on or in these public sites as approved by the County to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a county official, inspector, or other personnel approved by the County.
3. The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the County. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the County. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the County by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the County. The County shall instruct the Contractor to grind or recycle the County's excess green waste materials.
4. The Contractor shall perform work so as not to interfere with the normal operations of the County, State or Federal functions and or violate existing regulations of these or other regulatory agencies.
5. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or County, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or County's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or County's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or the County's performance, respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the County may at its discretion, cancel this Agreement for its convenience.

C. Indemnification and Insurance

1. Indemnity

The contractor hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

(a.) Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

(c.) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by N. C. law, shall be provided.

(d.) Insurance Certificates

The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Commercial General Liability policy shall provide that the County be an additional named insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized to do business under the laws of the North Carolina.

(e.) Acceptance

The County will be deemed to have accepted the Work after the County is notified by the County Manager or Emergency Management Director of its satisfaction that the Work for their respective department is completed.

D. Correction of Work

The Contractor shall promptly correct all Work rejected by the County as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected work shall consist of that work which is deemed ineligible by the County's representative.

E. Right to Audit Records

The County shall be entitled to audit the books and records of the Contractor of any sub-contractor to the extent that such books and records relate to the performance of this Agreement of any sub-contract to this Agreement.

Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement from the date of final payment.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

VII. SPECIFIC PROVISIONS

- A. The successful contractor must have a representative present in the County's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within seventy-two (72) hours of Notice to Proceed. Martin County generally is isolated for a period of twenty-four (24) to forty-eight (48) hours following our most likely debris event, a hurricane. If necessary, the successful contractor may be called upon to pre-stage in the region after a Notice to Proceed.
- B. Emergency road clearing on highway right of ways (ROW) shall be performed on a time and material basis only as authorized by the County and up to seventy (70) hours or other limits allowed by Federal requirements as applicable. However, experience has shown the fire departments, N. C. Forestry, farmers, and other volunteers generally have the initial cut through promptly completed. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the County.
- C. The county will supply the contractor with a list of potential local sub-contractors. Proposals shall list the contractor's ability to utilize local contractors and their general requirements for doing so.
- D. The contractor shall provide one day of Debris Management training per year to the County staff during the month of June, as arranged by the Emergency Management Department. The contractor shall also assist the County with updates and improvement of the Debris Management Plan annually.

- E. The contractor shall provide all necessary security and oversight for all operations.
- F. The contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the County.
- H. The contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The contractor shall operate within the requirements of the Occupational Safety and Health Act.
- J. The County shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

- Date
- Preprinted Number
- Hauler's name
- Truck number
- Truck Capacity in cubic yards
- Load percentage full, as assigned by Debris Monitors
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped

- K. The County will identify Temporary Debris Storage Sites in the Debris Management Plan. All site work on these sites must be approved by the County. The contractor will prepare a site management plan in advance for these sites to include:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc.

- Site preparation, - clearing, erosion control, and grading
- Traffic control procedures
- Site Safety
- Site Security
- Site Layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required).
Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with NC Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor

L. The Contractor shall construct an inspection tower at each debris storage site as requested by the County. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved N. C. Building Codes.

M. The Contractor shall be responsible for reporting to the County and cleaning up all spills caused by the Contractor's operation at no additional cost to the County or any other governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Martin County Emergency Management Coordinator immediately following discovery. A written follow-up shall be submitted to the County not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and to whom it was reported
- Exact time and location and spill

Receiving stream or waters
Cause of incident and equipment and personnel involved
Injuries or property damage
Duration of discharge
Containment procedures initiated
Summary of all communication the Contractor had in regards to the spill
Description of cleanup procedures

VIII. MICELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without the advance written consent of the County.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the County or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to laws of North Carolina.
- F. Any litigation arising out of this Agreement shall be had in the Courts of Martin County, North Carolina.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice of demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at: Roberson Contracting Inc
1294 Greenville Ave, P O Box 1596
Williamston, North Carolina 27892
252-792-9155

To County at: Martin County,

305 E. Main St, P O Box 668
Williamston, North Carolina 27892
252-789-4300

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above:

Roberson Contracting, Inc
(Contractor)

Martin County
(County)

By: _____
Brent Roberson

By: _____
Elmo "Butch" Lilley

Title: _____
Contracting Agent

Title: Chairman
Martin County Board of Commissioners

ATTEST:

Marion B. Thompson, Clerk to the Board

Approve Department of Aging Food Service Contract

Trumps Catering of Plymouth was awarded the contract for food services for the Department of Aging for the congregate and home delivered meal services. Approval by the Board was needed to execute the contract listed below. Commissioner Price made the MOTION, with a SECOND by Commissioner Smith to approve the following contract as presented. The motion was APPROVED by all.

THIS FOOD SERVICE CONTRACT, dated this day the ____ of _____, 2011, by and between Martin County, a political subdivision of the State of North Carolina, party of the first part, and Jonathan Thomas and Carolyn Thomas, doing business as Trump's Caterers, parties of the second part.

WITNESSETH:

WHEREAS, party of the first part, by and through Martin County Department of Aging administer the Home and Community Care Block Grant Congregate Nutrition and Home Delivered Meals Nutrition Program pursuant to Title III of the Older American Act (hereinafter "the Title III Nutrition Program");

WHEREAS, the purpose of the title III Nutrition Program is to provide one hot nutritious noon meal per serving day with 1/3 of the minimum daily allowance (a minimum of 700 calories) for older adults. The target population for this service is persons sixty (60) years of age or older, with emphasis on the low-income minority elderly. Emphasis is also placed on service to the rural elderly; and

WHEREAS, the annual estimate of approximately 36,000 meals (between 109 to 183 meals per day) must be prepared and transported in bulk or pre-plated in order to fulfill the needs addressed by the Title III Nutrition Program. There are approximately 248 serving days beginning July 1, 2011 and ending June 30, 2012.

WHEREAS, in order to carry out the purposes of the program, the party of the first part requires the services of a Food Service Contractor;

WHEREAS, the parties of the second part are food service contractors located in Williamston, Martin County, North Carolina;

WHEREAS, the party of the first part advertised a request for proposals pursuant to the competitive bidding requirements of Chapter 143 of the North Carolina General Statutes;

WHEREAS, parties of the second part submitted a bid in compliance with the request for proposals, and parties of the second part were the lowest responsible bidders;

WHEREAS, this Food Service Contract is intended to memorialize the agreement by and between the party of the first part and the parties of the second part regarding the provision of meals by parties of the second part as required by the party of the first part pursuant to the Title III Nutrition Program, by incorporating herein the Bid Specifications and Requirements.

NOW THEREFORE, in consideration of Ten Dollars and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties of the second part shall prepare between 109 to 183 hot meals per day to be prepared and transported in bulk or pre-plated, beginning July 1, 2011 and ending June 30, 2012, all in accordance with the terms of the Bid Specifications and Requirements attached hereto as Exhibit A, and incorporated herein by reference. Parties of the second part shall receive a total of \$4.49 plus sales tax per meal from the party of the first part, billed and payable on a monthly basis, in accordance with the Bid Specifications and Requirements.

2. The parties shall comply in all respects with the terms set forth in the Bid Specifications and Requirements attached hereto as Exhibit A and incorporated herein.
3. This agreement shall be interpreted under the laws of the State of North Carolina.
4. Parties of the second part warrant that all information provided on the Bidder Qualifications Form attached hereto as Exhibit B and incorporated herein is accurate in all material respects.
5. This agreement shall be terminated by the Party of the First Part in the event the funding for the Title III Nutrition Program is discontinued or terminated.
6. This agreement, as well as the attachments hereto, constitutes the entire agreement of the parties. No amendment hereto shall be enforceable unless in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized representatives this day and year first above written.

MARTIN COUNTY

Martin County Department of Aging

Chairman

Clerk

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

Finance Officer

Trump's Caterers

By: _____

Jonathan Thomas

By: _____

Carolyn Thomas

Approve Placement of Property/Casualty Insurance & Workers' Compensation Insurance

Insurance quotes were requested from two independent agents and the self insurance pools through the NC Association of County Commissioners Risk Management Program, our present property/casualty and workers' compensation insurance carrier.

One could not obtain a good quote so he did not provide anything to us. The other quote was through BB&T Insurance services and while competitive, Manager Overman recommended that the County remains with the NCACC RMP. The NCACC RMP quotes were Property & Casualty \$122,596; Workers Compensation \$140,834; Less: Multi-pool discount \$6,930; Total proposed cost \$256,500.

Manager Overman noted that the benefits outweighed the cost savings (\$ 4,246) that would have been received by switching to BB&T.

Commissioner Smith made the MOTION to continue with the NCACC RMP, with a SECOND by Commissioner Price. The motion was unanimously APPROVED.

Discuss Water Rate Structure Action Taken at Previous Meeting

Manager Overman and Water District Manager Ed Warren asked the Board to reconsider the action taken on June 8, 2011 that approved changes to Water District 1 & 2 rate structure for Travel Trailer Parks, Hotels, Motels and other similar Transient use.

Manager Overman stated that while hotels and motels rent out rooms for transients, their operations are more like a commercial business or industry. Currently, a single minimum fixed water rate is charged.

As a result of this reconsideration, the proposal was to approve the revisions listed below while removing any mention of hotels and motels and eliminating the "larger than two inch" category.

Commissioner Price asked the Board to excuse him from voting due to financial interests. Vice Chairman Bowen made the MOTION to allow Commissioner Price to be excused, with a SECOND by Commissioner Hyman. The motion Carried.

Vice Chairman Bowen introduced the motion to rescind existing Section IV F of Rules and Regulations of Water and Sewer District No. 1 & 2 and to add new Section IV F; SECONDED by Commissioner Smith. Commissioners Lilley, Bowen, Smith and Hyman voted for the motion. The motion was APPROVED by a majority.

RULES AND REGULATIONS OF MARTIN COUNTY WATER AND SEWER DISTRICTS NO. 1 & 2

Rescind Existing Section IV F (approved 6/8/2011 & listed below)

- F. Minimum charges for master meters for transient residential type uses not occupied of a permanent nature, such as travel trailer parks, hotels, motels and similar uses shall be based on the following schedule:

Two (2) inch meter and smaller – One (1) Fixed Minimum Charge per eight (8) units or portion thereof (Ex. 35 space travel park – 35 spaces ÷ 8 = 4.4 rounded to 5 fixed minimum charges)

Larger than Two (2) inch meter – One (1) Fixed Minimum Charge per four (4) units or portion thereof (Ex. 80 room hotel – 80 rooms ÷ 4 = 20 fixed minimum charges)

Add: Section IV F (Adopted 06/13/2011 & listed below)

- F. Minimum charges for master meters for transient residential type uses not occupied of a permanent nature, such travel trailer parks shall be based on the following schedule:

Two (2) inch meter and smaller – One (1) Fixed Minimum charge per eight (8) units or portion thereof (Ex. 35 space travel trailer park – 35 spaces ÷ 8 = 4.4 rounded to 5 fixed minimum charges).

Social Service Court Fees

Vice Chairman Bowen spoke about a new fee for child support that had been brought to his attention starting with the new fiscal year. It seems that Child support cases would begin paying \$20 per motion.

Attorney Bowen spoke of the additional fees as well. This action could take money from the child. Civil complaints would increase from \$100 to \$150. More than child support would be affected.

Manager Overman was to write a letter to legislators for support and to seek feedback for the NCACC Association on how other counties are dealing with this.

ADJOURNMENT

Vice Chairman Bowen made the MOTION to adjourn at 9:06 p.m., with a SECOND by Commissioner Price. The motion was unanimously APPROVED.

Elmo “Butch” Lilley, Chairman

Marion B. Thompson, Clerk to the Board