

**February 14, 2018**

The Martin County Board of Commissioners met in Regular Session on Wednesday, February 14, 2018 at 7:00 p.m. in the Martin County Governmental Center, Commissioners’ Boardroom at 305 East Main Street, Williamston, North Carolina.

**ASSEMBLY**

Those in attendance: Vice Chairman Tommy Bowen, Commissioner Ronnie Smith, Commissioner Dempsey Bond, Jr., Commissioner Joe R. Ayers, County Manager David Bone, County Attorney J. Melvin Bowen, Clerk to the Board Marion B. Thompson and Finance Director/Deputy Clerk Cindy Ange.

Chairman Elmo “Butch” Lilley was not in attendance, due to recovering from a medical procedure.

Vice Chairman Bowen called the meeting to order shortly after 7:00 p.m. Commissioner Bond led the pledge of allegiance. Commissioner Smith provided the invocation.

Vice Chairman Bowen extended a welcome to all in attendance. Vice Chairman Bowen recognized the following elected/appointed officials in attendance: Town of Bear Grass Mayor Charlotte Griffin, Martin County Sheriff Tim Manning, and Town of Parmele Mayor Jerry McCrary. Town of Williamston Administrator David Jaynes also attended the meeting.

**AGENDA APPROVAL**

Commissioner Smith made the MOTION to approve the agenda as presented, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

**PUBLIC COMMENTS** – None

**CONSENT AGENDA**

Commissioner Bond made the MOTION to approve the Consent Agenda, as presented, with a SECOND by Commissioner Smith. The Board APPROVED the motion unanimously.

- 1. **Minutes** for January 10, 2018 Regular Session
- 2. **Financial Report** for December 2017 included for informational purposes.
- 3. **Finance Office – Disposal of Old Personnel Records**

Finance Director Cindy Ange requested approval to dispose of the following items:

Prior to 2010	Monthly accumulators (FYTD & CYTD), payroll, payroll deductions records, terminated employees’ time sheets-state law requires retention 7 years.
Prior to 2010	Payroll earning records-state law requires retention for 7 years.

Prior to 2013	Supporting documents to W-2, W-3, 1099-state law requires retention 4 years. (W-2, W-3, & 1099 maintained permanently)
Prior to 2012	Leave Reports and Payroll Transmittal Reports-state law requires retention 5 years for leave reports.
Prior to 2014	Local Government Retirement Reports-state law requires retention 3 years.
Prior to 2014	Cafeteria Plan records-state law requires retention 3 years after audit.
Prior to 2014	Personnel correspondence/memoranda-state law requires retention 3 years.
Prior to 2014	Receipts for County Retiree Payments of Insurance-state law requires retention 3 years.

#### 4. Tax Assessor – Tax Refund Request – Dec.’17 & Jan.’18

**Parcel # 04-01573** – Mr. J. Elmo Lilley and Ms. Carolyn G. Lilley requested a refund for an over payment of taxes for 2017, due to a system error with the present use value program. After extensive research, the Tax Assessor’s Office discovered one tract of open acreage was not included in the program and should have been. Mr. Lilley purchased this tract on April 21, 2016 and the tract qualified for the present use program since that date. Per NC G. S. § 105-381(a)(1), Martin County may refund the current year plus 5 additional years due to an error from within the Tax Assessor’s Office. The refund amount would be \$1,023.71 plus any additional interest and fees due for year 2017. The property owners requested the refund mailed back to them because all taxes are currently paid.

**Parcels #05-05945, 05-05916, & 05-02247** – On behalf of Martin Enterprise, Ms. Becky Bullock requested a refund for year 2016 for a solid waste availability fee. Martin County Landfill Ordinance allows refund/adjustment up to 2 years. This commercial property consists of one building broken up and divided among three parcels. Martin Enterprises has a commercial dumpster on the property maintained by Waste Industries. Martin Enterprises does not have any rollout carts. The refund amount would be \$516.00 for year 2016, plus any additional fees or interest due. Martin Enterprises requested the refund mailed back to them because all taxes were currently paid, through 2017.

**Parcel #06-00373** – On behalf of the Irma Roberson Heirs, Ms. Glenda Springer requested a refund for year 2016 for a solid waste availability fee. Martin County Landfill Ordinance allows up to 2 years refund/adjustment. There is one unoccupied dwelling on this parcel. The refund amount would be \$172.00 for year 2016 plus any additional fees or interest due. Ms. Springer requested the refund mailed to her since all taxes were paid, through 2017.

#### 5. Tax Assessor – Tax Relief Orders – Dec.’17 & Jan.’18

Year Levy	Lname	Fname	Reason	Value	Total
2017	Ayers	Donald E.	Double Billed		90.74
2017	Ayers	Donald E.	Doubled Billed		115.92
2017	Coltrain	Ernest T. Jr. Ernie	Double Billed	74,560	641.21
2017	Edmondson	R. Sutton III	Error in Listing		23.83
2017	Kennedy	Hugh Brian	Out of County	46,873	389.05
2017	Price	Ruby Farmer	Sr. Citizens Exempt	32,380	482.46

2017	Stalls	Jonathan Daniel	Double Billed	1,400	11.06
2017	Whitley	Ronnie Eugene	Out of County	11,125	87.89
2017	Wiggins	Annie Butler	Error in Landfill		172.00
2017	Fields	E. L. Heirs	Value Correction		973.04
2017	Fields	E.L. Heirs	Value Correction		1,890.03
2017	Best	Rakeem Deshawn	Situs Error		77.16
2017	Best	Tyrrell	Situs Error		36.46
2017	Bond	Sebastian	Over Assessment		5.95
2017	Gatlin	Amber Lynn	Situs Error		86.31
2017	Gray	Jeffrey Abram	Situs Error		251.99
2017	Harrison	C. Denver	Adjustment		67.63
2017	Odom	Melody Kerley	Situs Error		77.57
2017	Worthington	Deborah Davidson	Situs Error		35.84
2017	Barber	Henry Hoyt Jr.	Error in Landfill		172.00
2017	Carter	Linda D.	Error in Landfill		172.00
2017	Hester	Joseph Lee Jr.	Out of County	1,400	11.62
2017	Kanipe	Chaise Brent	Sold Vehicle	300	2.49
2017	Modlin	Phillip Eugene Jr.	Error in Listing	6,154	52.93
2017	Roberson	Charles Brent	Error in Listing	3,980	206.62
2017	Roberson	Charles Brent	Error in Value	113,588	897.35
2017	Brown	David Michael	Over Assessment		14.89
2017	Cornerstone	Baptist Church	Exempt Property		48.18
2017	James	Charles Wendell	Situs Error		34.32
2017	Leggett	Brandi Mills	Mileage		12.07
2017	Norfleet	William Trammel	Situs Error		43.43
2017	River Hill	Properties LLC	Situs Error		40.30
2017	Wilmore	David Leroy	Situs Error		35.76
				Total	\$7,260.10

## 6. Tax Collector's Report – Dec.'17 & Jan.'18

	Category	Dec-17	Dec-17 Y-T-D	Jan-18	Jan-18 Y-T-D
Real Property	20	\$2,653,254.84	\$7,035,269.37	\$1,146,364.17	\$8,181,633.54
Personal Property	25	<u>3,689,342.71</u>	<u>4,697,983.97</u>	<u>283,138.23</u>	<u>4,981,122.20</u>
Total		\$6,342,597.55	\$11,733,253.34	\$1,429,502.40	\$13,162,755.74
Motor Vehicle	30	<u>156.46</u>	<u>3,265.81</u>	<u>470.15</u>	<u>3,735.96</u>
Total MV		\$156.46	\$3,265.81	\$470.15	\$3,735.96
All Total		\$6,342,754.01	\$11,736,519.15	\$1,429,972.55	\$13,166,491.70

## 7. Tax Collector – Request to Advertise 2017-18 Liens on Unpaid Taxes

Taxes that are liens on real property as of February 5, 2018 was \$2,128,284.50. Revenue Collections Manager Christine Blevins requested the Board's approval to advertise all unpaid property taxes in the Enterprise & Weekly Herald on April 3, 2018 or as soon as possible thereafter, according to NC G. S. § 105.369 of the Machinery Act of North Carolina.

## 8. Tax Collector – Request for Records Purge/Destruction

Revenue Collections Manager Christine Blevins requested permission to shred the records below in accordance with the Amended Records Retention and Disposition Schedule provided by the North Carolina Department of Cultural Resources dated April 17, 2013.

Record	Retention	Years on file Thru June 2017	Years Requested to be Destroyed
Debt-Setoff Records	3 Years	2013-2017	2013-2014
Motor Vehicle Scrolls	10 Years	2005-2017	2005-2006
Motor Vehicle Tag Surrenders, Release, and Refunds	1 Year After Submission or 3 Years After Final Settlement	2013-2017	2013-2014
Mobile Home Moving Permits	5 Years	2011-2017	2011-2012
Deposits	3 Years	2013-2017	2013-2014
Attachment/Garnishment Records	3 Years	2013-2017	2013-2014
Payment Proofs and Monthly Reports	1 Year	2015-2017	2015-2016
Town Monthly Reports for Checks	1 Year	2015-2017	2015-2016
Accounts Receivable Monthly Reports	3 Years	2013-2017	2013-2014
Employer Record of Employees For Garnishment	Destroy in office when administrative value ends (1 Year)	2015-2017	2015-2016
Applications and Interview Notes	2 years	2015,2017	2015
Beer & Wine Permit Copies	Tax Receipts File-Destroy in office after 3 Years	2013-2017	2013-2014
Payment Plans	Destroy in office 3 Years after final settlement	2013-2017	2013-2014
Motor Vehicle Block Records	1 Year	2015	2015
Gross Receipts	3 Years	2013-2017	2013-2014
Check Request and Purchase Orders	3 Years	2013-2017	2013-2014
Leave Reports	3 Years	2013-2017	2013-2014
Telephone Records	1 Years	2015-2017	2015-2016

## 9. Approval of Revised By-laws Transportation Advisory Board

The current Transportation Advisory Board (TAB) by-laws state that the members shall serve three-year terms. Agency representative would serve continuously or until succeeded for whatever reason (resignation, termination, retirement, etc.) Presently, all members are on the same rotation for appointment/reappointment.

On behalf of the Transportation Advisory Board, DSS/Transit Deputy Director and Secretary of TAB proposed changing the terms of service in the TAB by-laws to read, "Members of the Martin County Transportation Advisory Board shall serve staggering terms of two to three years".

Also, in the by-laws, the names of some of the agencies have been updated to agree with current identifying information or have been removed from the list due to no longer operating in the community.

The Board approved the revised TAB by-laws shown below to allow staggering terms for its members, as part of the Consent Agenda.

## MARTIN COUNTY TRANSIT ADVISORY BOARD OPERATIONAL BY-LAWS

### ARTICLE I: NAME

The name of this board shall be the Martin County Transit Advisory Board.

### ARTICLE II: DUTIES AND RESPONSIBILITIES

The Transportation Advisory Board shall perform the following duties or be responsible for the following functions:

1. Serve as a liaison between the residents of Martin County and the county government concerning transportation issues.
2. Serve as the advisory body to Martin County Transit which is designated as the leading agency in the Martin County Transportation Development Plan in the operation and funding of the Martin County Transportation System also known as Martin County Transit.
3. Make policy recommendations to the Martin County Board of Commissioners about transportation needs of Martin County citizens, particularly with respect to a coordinated and cost effective approach to the delivery of transportation services to area human service agencies and the general public.
4. Work to evaluate, stimulate and promote transportation services and programs for Martin County residents.
5. Work to evaluate and/or develop coordinating transportation services with other human services agencies outside Martin County.
6. Assist public, private non-profit, private and voluntary agencies in developing and/or providing transportation services to their clients.
7. Assist in the development and update of the Martin County Development Plan.
8. Perform other functions and responsibilities as may be requested or prescribed by the Martin County Board of Commissioners.

## ARTICLE III: COMPOSITION

### 1. NUMBERS AND QUALIFICATIONS

The Martin County Transportation Advisory Board shall be composed of the following representatives:

- a. One voting representative from each of the following agencies:
  - Martin County Department of Social Services (Core Agency)
  - Martin Enterprises (Core Agency)
  - Martin County Board of Commissioners or its designee
  - Martin-Washington-Tyrrell District Health Department (Core Agency)
  - Martin County Adult & Aging Services Department(Core Agency)
  - Trillium Health Resources
  - One voting representative from the following user groups: Martin Community College, Martin County Schools, Martin County Emergency Management, consumers and transportation vendors.
  - NC Works Career Center
  - Church Leader
  - Business/Industry
- b. Member representatives should be nominated form the agencies and approved by the county board of commissioners.
- c. The representative serving on the Board from the user group should be nominated by the agencies or groups listed in Article III above. The Board shall notify user group agencies or groups of the vacancy and offer them the opportunity to nominate (a) representative(s).

### 2. TERMS AND REPLACEMENTS

Members of the Martin County Transportation Advisory Board shall serve staggering terms of two to three years. Agency representatives will serve continuously or until succeeded for whatever reason (resignation, termination, retirement, etc.)

### 3. VACANCIES

Vacancies on the Martin County Transportation Advisory Board shall be recommended by the agency and approved by the Board of County Commissioners. The person appointed shall serve any unexpired portion of the term.

### 4. ATTENDANCE

Any member of the Board who accumulates more than three unapproved absences in a twelve month period shall lose his/her status as a member of the Board and shall be replaced.

Absences due to illness, death of immediate family member or other excused absence approved by the chairperson shall be considered approved absences and shall not affect the member's status. Following the second absence, the member will be notified by the secretary in writing of the attendance policy. In the case of a core agency, the agency is to be contacted as to a reason for the absences and asked for a replacement.

## ARTICLE IV: REGULAR MEETINGS

### 1. DATES AND LOCATIONS

- a. Meetings of the Martin County Transportation Advisory Board will be determined by the Board. The Board will establish and approve the meeting schedule for the fiscal year. The meetings will take place on the fourth Wednesday of the second month of each quarter. The meetings will take place at the Transit Office at 205 E. Main Street, Williamston, N.C. The meeting time will be 12:00 noon.
- b. Special meetings of the Martin County Transportation Advisory Board may be called by the Chairperson as deemed necessary to carry out the duties of the Board.
- c. Board agenda information will be provided to Board members in advance of the meeting date.
- d. Meeting dates will be established annually for the fiscal year.

### 2. QUORUM

A majority of the Board then in office shall constitute a quorum for the transaction of business for any meeting of the Board.

## ARTICLE V: OFFICERS

### 1. NUMBER AND TITLE

The principle officers of Martin County Transportation Advisory Board shall be a chairperson, vice-chairperson, and secretary.

### 2. ELECTION

The chairperson, vice-chairperson, and secretary shall be elected by the Transportation Advisory Board for a term of one year at its first meeting in the fiscal year. Consecutive terms may be served.

### 3. VACANIES

Any vacancy in any office elected by the Board may be filled by the Board for the unexpired portion of the term.

4. CHAIRPERSON

The Chairperson shall preside at all meetings of the Board and shall represent the Board in approved activities on its behalf.

5. VICE CHAIRPERSON

The Vice Chairperson shall perform the duties of the chairperson in his/her absence.

6. SECRETARY

The secretary shall record and keep a file of the minutes of all Board meeting. The secretary will be responsible for submitting notices of all meetings to the membership of the Board. The secretary shall notify members of the Board's attendance policy as outlined in Article III (4) above.

ARTICLE VI: RULES OF ORDER

At all meetings of the Board and of such committees as may be established by it, parliamentary procedures shall be followed according to the latest edition of Roberts' Rules of Order.

ARTICLE VII: BOARD OF COMMISSIONERS

The Martin County Board of Commissioners may direct the Transportation Advisory Board regarding matters relating to it and may overrule or redirect actions of the Transportation Advisory Board.

ARTICLE VIII: CONFLICT OF INTEREST

In the event that there comes before the Advisory Board a matter for consideration or decision that raises a potential conflict of interest for any Director, such Director shall disclose the conflict of interest as soon as such Director becomes aware of it. Any Director who is aware of a potential conflict of interest with respect to any matter coming before the Advisory Board shall not vote in connection with that matter. These requirements shall not be construed as preventing or discouraging any Director from disclosing relevant information with respect to any matter as to which such Director has knowledge, or from answering question or stating a position with respect to any such matter.

These by-laws may be adopted, altered, or repealed by the affirmative votes of a majority of the Board of Commissioners in office during any regular or special meetings of the Board, but only if the notice of such meetings shall have contained a copy or an accurate summary and explanation of the proposed by-laws amendment, alteration, or repeal as the case may be.

APPROVED AND ADOPTED BY THE MARTIN COUNTY BOARD OF COMMISSIONERS

SIGNED: \_\_\_\_\_ VICE CHAIRMAN



## **10. Board Appointments/Reappointments**

### **a. Child Fatality Prevention Team**

The North Carolina Child Fatality Prevention System has three tiers. The North Carolina Child Fatality Prevention Task Force (a legislative study commission), the North Carolina Child Fatality Prevention Team (a state team, which reviews child death through the Medical Examiner system), and the Community Child Protection Teams, which review active cases of suspected abuse and neglect, and child deaths due to suspected abuse and neglect.

Legislatively established in 1993, the local child fatality prevention teams (CFPT) operate as a sub-committee of the Community Child Protection Teams in all 100 counties. The local health departments has the responsibility of ensuring that these teams are operational.

The Martin County Child Fatality Prevention Team requested and the Martin County Board of Commissioners approved the appointment of the following individuals to serve on the local Child Fatality Prevention Team, for a one-year commitment with no term limits on time served:

- Law Enforcement Officer- Sheriff Tim Manning or his designee
- EMS/Fire Fighter- Captain Stacey Pippin, Williamston Fire Department
- Parent Representative- Mrs. Jane Pacenta
- Other County Commissioner Appointee: Mr. James Ward, Department of Public Safety
- Other County Commissioner Appointee: Chief Travis Cowan or his designee, Williamston Police Department
- Other County Commissioner Appointee: Ms. Sandy Rhodes, Center for Family Violence Prevention

Terms would be ongoing until the individual resigned, terminated, or vacated the position.

The Board approved the appointments, as part of the Consent Agenda.

### **b. Council On Aging Board**

The Council of Aging recommended the appointment of Mr. Jerry McCrary to replace Mr. Wayne Peele, Ms. Betty Rae Jones to replace Ms. Angela Bell, Ms. Molly Long to replace Ms. Nola Pritchett and Mr. Barney Conway to replace Ms. Mr. John Quellette. All of their terms would expire February 10, 2018.

Council of Aging bylaws state members can serve only two (2) consecutive terms. All of these appointments would be for three (3) year terms and would expire February 10, 2021.

The Board approved the appointments, as part of the Consent Agenda.

**c. Transportation Advisory Board**

Based on the approval of the revised TAB By-laws (previous agenda item), the TAB asked and the Board approved the appointments/reappointments the following TAB members for two or three year terms a specified below. Terms would expire January 31, 2020 and January 31, 2021.

Member	Agency	Term	Term Expiration
Letecia Loadholt	DSS/MCT Director	3 yr.	1/31/2021
Frank Halsey Jr.	DSS/MCT Deputy Director	3 yr.	1/31/2021
Veronica Taylor	DSS (Current TAB Chair)	3 yr.	1/31/2021
Tommy Bowen	Commissioner Representative	3 yr.	1/31/2021
David Bone	County Manager	3 yr.	1/31/2021
Jody Griffin	Emergency Management	3 yr.	1/31/2021
Charmaine Hardison	AASD (Current TAB Vice-Chair)	3 yr.	1/31/2021
Krista Wood	NC Works Career Center	2 yr.	1/31/2020
Mary Hinton	Hinton Employment Transportation Svc	2 yr.	1/31/2020
Eric Manning	Martin Enterprises	2 yr.	1/31/2020
Natalie Wiggins	MTW District Health Dept.	2 yr.	1/31/2020

**11. Trillium Health Resources Report Quarter Ending 12/31/17** included for informational purposes.

**12. Approval of Agreements to Allow Martin County to Process “Gap Bills”**

Finance Director Cindy Ange stated the system creates a gap motor vehicle bill when the owner does not register a motor vehicle in a timely fashion and the new registration changes the billing and registration cycle. The County is then required to bill for the number of months that the vehicle escaped taxation.

For example:

- A registration expired on 12/31/16.
- For various reasons, the owner did not renew the tag on the vehicle until 9/10/17.
- This creates a new registration cycle beginning 10/1/17, and the vehicle escaped taxation for 9 months.
- A gap bill will be created for the 9 months of missed taxation; however, these bills are classified by NC statutes as personal property and not motor vehicles.

Currently, Martin County does not process real and personal property bills for Robersonville and Williamston; therefore, under the current arrangement, Robersonville and Williamston would be responsible for billing these “gap” bills, themselves.

Finance Director Cindy Ange continued to explain that due to the relatively low volume of these monthly bills, and because the County’s software updated package could handle these transactions, staff proposed an agreement with the Town of Robersonville and the Town of Williamston to process the gap motor vehicle taxes on their behalf.

The County will not be collecting and billing standard real and personal property for the Town of Williamston or Robersonville with this agreement.

The Towns had stated they were on board with this proposed solution and plan to have the agreements on the agenda at their next meetings for approval. The Board of Commissioners received drafts copies of the agreements for review and consideration.

The Board approved the agreements, as presented below, as an item on the Consent Agenda.

**a. Town of Robersonville**

NORTH CAROLINA

MARTIN COUNTY

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between Martin County, a body politic, organized and existing under the laws of the State of North Carolina, party of the first part, hereinafter referred to as the “County”, and the Town of Robersonville, a body politic, organized and existing under the laws of the State of North Carolina, as party of the second part, hereinafter referred to as the “Town”;

WITNESS, THAT WHEREAS:

- A. The County is empowered with the authority to collect taxes from its residents pursuant to the laws of the State of North Carolina and to the directions of its Board of Commissioners;
- B. The Town is empowered with the authority to collect taxes from its residents located in its municipal limits pursuant to the laws of the State of North Carolina and to the directions of its Town Council;
- C. N.C.G.S Section 160A-461 allows counties and municipalities, such as the parties hereto, to enter into interlocal agreements with each other in order to execute any undertaking;
- D. N.C.G.S Article 22A, Section 105-330.3 and more specifically paragraph (a1) sub-paragraph (2), which became effective July 1, 2017, requires that taxes for vehicles that had a lapse in registration be billed for the months for which the vehicle escaped taxation due to the lapsed registration (“Gap Bills”);
- E. The taxes that are required to be billed for the lapsed registration are not designated as a special class of “Motor Vehicle Taxes” pursuant to the N.C.G.S 105-330.1, but are instead classified as “Personal Property Taxes”;

- F. The County has computer software that is capable of billing these "Gap Bills" and including the town taxes and license tag fees along with the county taxes on a single bill for the convenience of the taxpayer;
- G. The Town does not wish to seek modifications to its billing software to be able to bill the town portion of these "Gap Bills" separately and apart from the county billing;
- H. The County and the Town wish to enter into an Agreement whereby the County will provide the services of tax collection of the personal property bills identified as "Gap Bills" for the Town under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the County and the Town contract and agree as follows;

1. The County will include the Town taxes and License Tag fees for any vehicle identified as being located within the municipal limits of the Town, and such taxes will be clearly identified as separate lines on the consolidated bill which will be mailed by the County;
2. On a monthly basis, the County already remits traditional Motor Vehicle taxes collected under the new "Tax and Tag" method of collection, as well as any old Motor Vehicles taxes that were generated prior to the "Tax and Tag" implementation. Taxes collected for the "Gap Bills" will be added to the monthly distribution, but will be separately identified such that the Town will have a record of these separate collections.
3. The County will use all collection remedies as set forth in the General Statutes of North Carolina.
4. The taxes attributed to the Town will have the same priority as taxes attributed to the County, and any partial payments collected, unless specifically directed otherwise by the customer, will be equally divided between the County and the Town.
5. In the event of errors in billing, adjustments, releases, refunds and other changes relating to "Gap Bills", the County will additionally act on behalf of the Town using the same procedures as those used by the County.

For the services rendered as set forth above, the Town shall pay the County the sum of two and one-half percent (2.5%) of all monies collected; and, it is agreed that the County will retain monthly, from funds collected, the agreed percentage.

This agreement shall be in full force upon its adoption for the remainder of the current fiscal year. It shall automatically be renewed for each successive fiscal year, unless either party delivers to the other party notice of desire to terminate the agreement no later than May 1 prior to the beginning of the fiscal year for which termination is desired.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed in two original counterparts, one of which is retained by each of them the day and year first above written.

**b. Town of Williamston**

NORTH CAROLINA

MARTIN COUNTY

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between Martin County, a body politic, organized and existing under the laws of the State of North Carolina, party of the first part, hereinafter referred to as the "County", and the Town of Williamston, a body politic, organized and existing under the laws of the State of North Carolina, as party of the second part, hereinafter referred to as the "Town";

WITNESS, THAT WHEREAS:

- I. The County is empowered with the authority to collect taxes from its residents pursuant to the laws of the State of North Carolina and to the directions of its Board of Commissioners;
- J. The Town is empowered with the authority to collect taxes from its residents located in its municipal limits pursuant to the laws of the State of North Carolina and to the directions of its Town Council;
- K. N.C.G.S Section 160A-461 allows counties and municipalities, such as the parties hereto, to enter into interlocal agreements with each other in order to execute any undertaking;
- L. N.C.G.S Article 22A, Section 105-330.3 and more specifically paragraph (a1) sub-paragraph (2), which became effective July 1, 2017, requires that taxes for vehicles that had a lapse in registration be billed for the months for which the vehicle escaped taxation due to the lapsed registration ("Gap Bills");
- M. The taxes that are required to be billed for the lapsed registration are not designated as a special class of "Motor Vehicle Taxes" pursuant to the N.C.G.S 105-330.1, but are instead classified as "Personal Property Taxes";
- N. The County has computer software that is capable of billing these "Gap Bills" and including the town taxes and license tag fees along with the county taxes on a single bill for the convenience of the taxpayer;
- O. The Town does not wish to seek modifications to its billing software to be able to bill the town portion of these "Gap Bills" separately and apart from the county billing;
- P. The County and the Town wish to enter into an Agreement whereby the County will provide the services of tax collection of the personal property bills identified as "Gap Bills" for the Town under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the County and the Town contract and agree as follows;

6. The County will include the Town taxes and License Tag fees for any vehicle identified as being located within the municipal limits of the Town, and such taxes will be clearly identified as separate lines on the consolidated bill which will be mailed by the County;
7. On a monthly basis, the County already remits traditional Motor Vehicle taxes collected under the new "Tax and Tag" method of collection, as well as any old Motor Vehicles taxes that were generated prior to the "Tax and Tag" implementation. Taxes collected for the "Gap Bills" will be added to the monthly distribution, but will be separately identified such that the Town will have a record of these separate collections.
8. The County will use all collection remedies as set forth in the General Statutes of North Carolina.

9. The taxes attributed to the Town will have the same priority as taxes attributed to the County, and any partial payments collected, unless specifically directed otherwise by the customer, will be equally divided between the County and the Town.
10. In the event of errors in billing, adjustments, releases, refunds and other changes relating to "Gap Bills", the County will additionally act on behalf of the Town using the same procedures as those used by the County.

For the services rendered as set forth above, the Town shall pay the County the sum of two and one-half percent (2.5%) of all monies collected; and, it is agreed that the County will retain monthly, from funds collected, the agreed percentage.

This agreement shall be in full force upon its adoption for the remainder of the current fiscal year. It shall automatically be renewed for each successive fiscal year, unless either party delivers to the other party notice of desire to terminate the agreement no later than May 1 prior to the beginning of the fiscal year for which termination is desired.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed in two original counterparts, one of which is retained by each of them the day and year first above written.

**13. Clerk Report** included for informational purposes.

### **INTRODUCTION OF NEW EMPLOYEE (S)**

Tax Assessor Elisha Hardison introduced new full-time employee Property Records/GIS Coordinator Cynthia Murphy. The Board welcomed Ms. Murphy to the Martin County workforce family.

### **PRESENTATIONS**

#### **FY 2016-17 Martin County Audit**

In accordance with NC General Statute 159-34 and governmental auditing standards generally accepted in the United States, the independent certified public accounting firm of Carr Riggs & Ingram, LLC (CRI) completed the 2016-17 Audit of Martin County. The purpose of the audit is to render an opinion concerning the County's compliance with:

- Generally Accepted Accounting Principles (GAAP), and
- Other regulatory items such as budgets, grants and debt covenants.

The Independent Audit Report is part of the Comprehensive Annual Financial Report (CAFR) for the County. Martin County Finance Director Cindy Ange directed the production of the CAFR.

Mr. Chris Burton, of Carr Riggs & Ingram, delivered a clean opinion. Stating, the Martin County 2016-17 financial statements were "presented fairly, in all material respects. The CAFR presented the respective financial position of the governmental activities; the business-type

activities; the aggregate discretely presented component units; each major fund; and the aggregate remaining fund information of Martin County, as of June 30, 2017, as well as the respective budgetary comparison of the General fund for the year ended, in accordance with accounting principles generally accepted in the United States of America”.

Financial Highlights

- The assets and deferred outflow of resources of Martin County exceeded its liabilities and deferred inflows of resources at the close of the fiscal year by \$21,687,239 (net position).
- As of the close of the current fiscal year, Martin County’s General Fund reported an ending fund balance of \$12,015,972, an increase of \$387,208, in comparison with the prior year.
- At the end of the fiscal year, unassigned fund balance for the General Fund was \$8,834,079, or 31.5 percent of total General Fund expenditures for the fiscal year.

Auditor Burton noted the deficit in the Water District Enterprise Funds. The Local Government Commission advised Finance Director Ange that a coaching team would visit regarding the Water Districts Enterprise Fund sometime in the future.

Additionally, audit procedures have become very complex and many audits have discontinued doing cooperate financial records. The Board thanked Auditor Burton, Finance Officer Ange and staff for continuing to do an excellent job.

Charts from the 2016-17 CAFR/Audit Report containing the general fund revenue by sources, changes in ad valorem taxes revenue, growth in sales tax revenue, general fund expenditures by function and the fund balance calculation were as listed below:

Revenues by Source – General Fund				
	6/30/2017		6/30/2016	
Ad valorem taxes	14,279,856	49.66%	14,248,880	49.87%
Local option sales taxes	4,326,559	15.04%	4,093,207	14.33%
Other taxes	396,427	1.38%	405,357	1.42%
Intergovernmental	6,682,953	23.24%	6,801,538	23.80%
Licenses and fees	305,945	1.06%	325,975	1.14%
Sales and services	2,396,267	8.33%	2,406,602	8.42%
Investment earnings	28,598	0.10%	14,575	0.05%
Miscellaneous	341,312	1.19%	277,577	0.97%
	<u>28,757,917</u>	<u>100.00%</u>	<u>28,576,711</u>	<u>100.00%</u>

Change in Ad Valorem Taxes Revenue			
Year	Amount Collected	Percentage Increase	Tax Rate
1998	9,502,460	-0.41%	0.770
1999	9,597,881	1.00%	0.770

2000	10,098,011	5.21%	0.770
2001	10,185,450	0.87%	0.770
2002	11,668,521	14.56%	0.770
2003	12,203,732	4.59%	0.785
2004	12,188,052	-0.13%	0.785
2005	12,316,564	1.05%	0.785
2006	12,451,545	1.10%	0.785
2007	12,086,146	-2.93%	0.785
2008	11,668,642	-3.45%	0.785
2009	13,142,729	12.63%	0.785
2010	12,260,051	-6.72%	0.670
2011	12,232,872	-0.22%	0.670
2012	12,740,224	4.15%	0.670
2013	12,741,568	0.01%	0.670
2014	14,251,585	11.85%	0.720
2015	14,156,564	-0.67%	0.720
2016	14,248,880	0.65%	0.735
2017	14,279,856	0.22%	0.735

Growth in Sales Tax Revenue		
Year	Sales Tax Revenue	% of Growth
1998	3,447,411	2.75%
1999	3,625,310	5.16%
2000	3,839,887	5.92%
2001	3,797,738	-1.10%
2002	3,463,500	-8.80%
2003* (1 <sup>st</sup> year Article) 44	3,859,365	11.43%
2004^ (1 <sup>st</sup> Full Year Article 44	4,761,902	23.39%
2005	4,665,609	-2.02%
2006	4,709,182	0.93%
2007	5,100,922	8.32%
2008	5,460,400	7.05%
2009**	4,860,601	-10.98%
2010	3,841,869	-20.96%
2011	3,650,972	-4.97%
2012	3,965,060	8.60%
2013	3,733,134	-5.85%
2014	3,862,305	3.46%
2015	4,095,482	6.04%
2016	4,093,207	-0.06%
2017	4,326,559	5.70%

Expenditures by Function – General Fund				
	6/30/2017		6/30/2016	
Education	7,270,323	25.90%	7,076,879	26.08%



Human Services	6,718,007	23.94%	6,791,665	25.03%
Public Safety	5,629,216	20.06%	5,269,595	19.42%
General Government	3,289,542	11.72%	3,006,131	11.08%
Environment Protection	2,407,967	8.58%	2,123,054	7.83%
Economic & Phy. Development	1,111,869	3.96%	1,164,915	4.29%
Debt Service	763,432	2.72%	763,432	2.81%
Transportation	726,135	2.59%	787,139	2.90%
Culture and Recreation	<u>149,390</u>	<u>0.53%</u>	<u>148,639</u>	<u>0.55%</u>
	<u>28,065,881</u>	<u>100.00%</u>	<u>27,131,449</u>	<u>100.00%</u>

Fund Balance Calculation – Year Ended 06/30/17	
Cash and Investment, 06/30/17	9,246,918
Less:	
Liabilities	(287,748)
Deferred Revenues Prepaid taxes	<u>(92,186)</u>
Fund Balance available for appropriation	<u>8,866,984</u>
2017 Actual Expenditures	28,065,881
Transfers to other funds	<u>1,106,887</u>
Total expenditures and transfers out	<u>29,172,768</u>
Available fund balance as % of	
Expenditures and transfers out	30.39%

### **FY 2018-19 Community Services Block Grant Program**

In 2016, Choanoke Area Development Association (CADA) of North Carolina, Inc. was designated the Community Action Agency for Martin County.

The North Carolina Administrative Code 10A NCAC 97C.0111 (b) (1) (A) requires each Community Services Block Grant Program (CSBG) grant recipient to submit its Community Anti-Poverty Plan (grant application) to the Board of Commissioners in each of the counties it serves.

CADA's Community Action Agency service area includes Bertie, Halifax, Hertford, Martin and Northampton Counties. CADA, also, has been overseeing the NC Weatherization Assistance Program (WAP) in Martin and Edgecombe Counties since 2014.

The grant mandates the lead agency to submit the grant application to the County Commissioners at least thirty days prior to the application submission to the Office of Economic Opportunity (OEO). CADA submitted the application for the Martin County Commissioners' review on January 12, 2018. The grant application was due to the OEO by February 12, 2018.

Although a presentation is not mandated, CADA Executive Director Sallie Surface asked to make a presentation to the Board of Commissioners regarding the FY 2018-19 Community Services Block Grant Program at the February 14, 2018 meeting.

Executive Director Surface stated through the Community Service Block Grant (CSBG) CADA can:

- Provide a comprehensive assessment, case management, job coaching, direct financial assistance, referrals and follow-up services for low-income residents to help them attain self-sufficiency.
- Assist families/individuals with gaining employment, which would allow them to rise above the Federal Poverty Guidelines according to family size.
- Leverage resources to provide information and referral services to families/individuals with the focus on emergency assistance and standard housing support.
- Identifies low-income families/individuals in need of emergency or standard housing assistance and refers them to appropriate programs for assistance.

Executive Director Surface stated for FY 2018-19, the Community Service Block Grant (CSBG) total amount requested was \$333,274 from the North Carolina Department of Health and Human Services for all counties in the CADA service area.

Executive Director Surface added CADA shares in distributing customer contributions to the Dominion Energy 2017-18 Energy Share Program, for those needing assistance with heating and cooling utilities bills. CADA is also, offering homebuyer education classes in February and March.

CADA Deputy Director Powers announced that NC Housing Finance awarded a grant to Bertie and Martin Counties for \$175,000 per county. CADA would act as administrator of the grant.

Executive Director Surface reminded the Board that CADA needed two members to represent Martin County on the CADA Board.

Executive Director Surface thanked the Board for its support. In return, the Board applaud CADA for its efforts in Martin County and the surrounding counties.

### **Annual Child Community Protection Team Report**

As Chair of the Martin County Community Child Protection Team (CCPT), DSS Social Worker Supervisor Nancy Conner provided an oral presentation of the 2017 annual report to the Board of Commissioners. NC G.S. §7B-1406 mandates CCPT give an annual report.

Established by law in May of 1991, CCPT serves as a means for the state and local communities to form a partnership to strengthen child protection. The CCPT, an interdisciplinary group of community representatives, meets regularly to promote a community-wide approach to the problem of child abuse and neglect. The CCPT is not a Department of Social Services team.

As mandated by law, the composition of the CCPT includes appointed members of various agencies and organizations. The Martin County CCPT consist of representatives of the Department of Social Services, local law enforcement, the director of the local community action agency, a local mental health professional, a local guardian ad litem, public health officials, a member of the county's DSS board, an individual from the local school system, community partners and citizens. The CCPT also collaborates with the Tedi Bear Child (name stands for Tender Evaluation, Diagnosis and Intervention for a Better Abuse Response) Advocacy Center of Greenville quarterly.

Chair Conner explained the duties and responsibilities of the Community Child Protection team included reviewing active cases in which abuse, neglect or dependency was substantiated and identifying where resources may be lacking which as a result affected the outcome of the case. A CCP team member or the Department of Social Services may request a case review in specific instances.

The purpose of these reviews would be to identify gaps and deficiencies in community resources; to advocate for system improvements and needed resources; to promote collaboration between agencies; and to inform County Commissioners about actions needed to prevent child abuse, neglect and dependency.

The Martin County CCPT meets on the first Thursday of each month. In 2017, the Martin County Department of Social Services brought eight cases to the team for review. Of those eight cases, some of the contributing factors were mental health, substance abuse (opioid abuse) and domestic violence. From January 2017 to May 2017, DSS received 26 reports relating to substance abuse.

Substance abuse, mental health, poverty and domestic violence are the current major factors impacting our community. In 2017, Martin County Department of Social Services assumed custody of 17 children under the age of 18. Out of the 17 children, eight (8) children were taken into custody as the primary factor being substance abuse, three (3) children were taken into custody due to the parent's mental health, four (4) children were in situations where there was unstable housing/poor living conditions and/or underemployed and two (2) children were found dependent. These factors place children at risk for failure to thrive issues, mental health issues, unstable housing, educational delays, truancy, and improper supervision.

During the year 2017, Martin County DSS established permanence for 13 children. Out of the 13 children, five (5) were adopted, three (3) children received permanence by guardianship with a family member, three (3) children received permanence with their foster parents and two (2) returned to their parents.

Martin County DSS received 272 Child Protective Services Reports in 2017; on hundred ninety-eight (198) reports were screened and investigated. In December 2017, there remained 52 children in foster care. Forty-eight percent (48%) of the children in foster care are five years old and under, twenty-seven percent (27%) are ages six through twelve years, nineteen percent (19%) are teenagers and six percent (6%) are 18 years old.

Some of the CCPT 2017 activities:

- April – launched a “Blue Ribbon Campaign” raise awareness of Child Abuse Prevention month; participated in Kids Fest; displayed Pin Wheel Gardens at Martin County DSS, Martin County Sheriff’s Office and Martin County Health Department.
- June – participated in a foster care appreciation cook out for foster parents.
- August – participated in an Opioid Crisis Symposium hosted by Liberty Christian Center of Williamston.
- October – sponsored a “Balloon Release Ceremony” to honor the children that lost their lives, as a result of child abuse in North Carolina. The Pastor of Memorial Baptist Church provided music, and students from various schools assisted in releasing the balloons.
- December – sponsored and assisted in the third annual Christmas party for Martin County foster children.

On behalf of the Martin County Community Child Protection Team, Chair Conner expressed appreciation to the Board of Commissioners for providing programs and services to the families of Martin County.

The Board thanked the entire CCPT for all they do for the children in Martin County.

### **Child Fatality Review Team**

MTW District Health Department Social Worker Supervisor Vickey Manning presented the annual Child Fatality Prevention Team report. Social Worker Supervisor Manning explained the North Carolina Child Fatality Prevention System has three tiers:

- (1) The North Carolina Child Fatality Prevention Task Force (a legislative study commission),
- (2) The North Carolina Child Fatality Prevention Team (a state team, which reviews child death through the Medical Examiner system), and
- (3) The Community Child Protection Teams (which review active cases of suspected abuse and neglect and child deaths due to suspected abuse and neglect).

Legislatively established in 1993, the local child fatality prevention teams (CFPT) operate as a sub-committee of the Community Child Protection Teams in all 100 counties. The Martin County CFPT and the Martin County CCPT are composed of the same members and schedule meetings jointly. The local health departments have the responsibility of ensuring these teams are operational.

The purposes of the local child fatality prevention teams are to:

- (1) Identify the causes of child deaths;

- (2) Identify gaps or deficiencies that may exist in order to improve the delivery of services to children and families; and
- (3) Make recommendations for changes and carryout changes that could prevent future child fatalities.

Social Worker Supervisor Manning stated the Child Fatality Prevention Team (CFPT) meetings are closed to the public. However, each local CFPT will scheduled at least two public meetings annually, one presentation to the County Commissioners and one presentation to the Board of Public Health, according to state statue (NC G.S. § 7B-1408.1.2 and NC G.S. § 7B-1410.4)

Local Child Fatality Prevention Teams review child fatalities for the past year, identifying any system issues that may have contributed to the death. The team then makes recommendations related to those issues with the hope of preventing future fatalities. The Team sends recommendations to the State Child Fatality Prevention Coordinator who in turn shares the information with the North Carolina Child Fatality Task Force (CFTF). The CFTF works closely with legislators, advocating for changes in laws or policies to improve child wellbeing and safety across the state.

Some examples of recommendations that started at a local Child Fatality Prevention Team and later became requirements or laws include the following:

- All-Terrain Vehicle (ATV) laws requiring use of helmets and that drivers be of a certain age;
- Graduated Driver's Licensing
- Requiring carbon monoxide detectors in rental property and single/multi-family homes
- Infant Homicide Prevention Act- Safe Surrender
- Transporting children in open bed trucks

### **February NCACC Video Update**

The NC Association of County Commissioners typically produces a monthly NCACC update video for county boards of commissioners. The February video included the highlights of the various NCACC Committee meetings. The NCACC announced the locations of the annual district meeting in April 2018. The actual facilities were to be determined. The video was available at <https://vimeo.com/253859154>.

**OLD BUSINESS** – None

**NEW BUSINESS**

## **2017 CDBG-DR – Acceptance of Grant Agreement, Budget, & Authorization for Management Services**

Project Manager Mike Barnette, of McDavid Associates explained in September 2017, Martin County submitted an application for \$1,000,000 (the maximum amount) of Community Development Block Grant Disaster Recovery (CDBG-DR) funds for housing improvements to the NC Division of Emergency Management (NC DEM). This program is part of the Hurricane Matthew recovery effort. The CDBG-DR application included the following direct housing benefit activities:

- Single family homeowner rehabilitation
- Single family homeowner reconstruction
- Mobile home rehabilitation
- Mobile home replacement
- Temporary rental assistance
- House repair cost reimbursement
- Flood insurance assistance

Martin County's CDBG-DR application also included the following activities:

- Community Recovery activities
- Infrastructure in support of Housing and/or Community Recovery activities

Additionally, all activities must benefit low-moderate income people or address an urgent need as the qualifying National Objective. The program will make every effort to minimize displacement and will provide displacement assistance, if needed. The program does not involve involuntary displacement. The program is a 100% grant and does not require a commitment of any local funds.

Martin County received notification in November of a \$1 million grant award. On January 24, 2018, NCDEM forwarded a CDBG-DR Grant Agreement and Funding Approval form for the Board's approval. NCDEM requested that the County return the signed Grant Agreement along with the minutes, confirming the Board's Acceptance. Additionally, the County would need program management services to startup and manage the proposed program.

NCDEM needed the grant agreement and minutes approved, executed and returned by February 16, 2018 deadline. In order to expedite this process, Staff requested the Board give authorization to approve the minutes of this action item when prepared.

Commissioner Smith made the MOTION to accept/approve the \$1,000,000 CDBG-DR Grant Agreement (entered into these minutes by title reference "*State of North Carolina Community Development Block Grant – Disaster Recovery Grant Agreement CDBG-DR Project #: Martin County 17-R-3017*"), and to authorize the Vice Chairman to sign the grant agreement. Commissioner Bond **SECONDED** the motion. The Board **APPROVED** the motion unanimously.

Commissioner Smith made the MOTION to approve the Capital Budget Ordinance – Budget

Amendment #29, with a SECOND by Commissioner Ayers. The Board APPROVED the motion unanimously.

GRANT PROGRAM BUDGET  
MARTIN COUNTY  
2017 CDBG-DR PROGRAM  
(Budget Amendment #29)

Be it ordained by the Board of Commissioners of Martin County, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Program Budget is hereby adopted:

Section 1. The Program authorized is the CDBG Disaster Recovery (CDBG-DR) program as described in the work statement contained in the grant agreement between this unit and the Division of Emergency Management. This project is more familiarly known as the 2017 CDBG-DR Program.

Section 2. The officers of this unit are hereby directed to proceed with the Grant Program Budget within the terms of the grant documents, the rules and regulations of the Division of Emergency Management and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this Program:

Disaster Recovery Assistance	\$ <u>1,000,000</u>
Other Revenues	\$ <u>0</u>
TOTAL	\$ 1,000,000

Section 4. The following amounts are appropriated for the Program:

Rehabilitation	\$ <u>950,000</u>
Administration	\$ <u>50,000</u>
TOTAL	\$ 1,000,000

Section 5. The finance officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations, is authorized to make revisions as needed to make this budget consistent with the Memorandum of Agreement and Contract upon receipt, and is authorized to sign Budget Revisions to amend this budget within limits authorized by NC DEM for budget changes not requiring a program amendment.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs

and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this Program.

Adopted this 14th day of February 2018.

ATTEST:

\_\_\_\_\_  
Tommy Bowen, Vice Chairman

\_\_\_\_\_  
Marion B. Thompson, Clerk to the Board

Commissioner Smith made the MOTION to approve and authorize the Vice Chairman to execute the Funding Approval Form (entered into these minutes by reference title), with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

Commissioner Smith made the MOTION to authorize the County Manager to procure and contract professional management services, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

Commissioner Smith made the MOTION to authorize the Vice Chairman to approve the minutes of this action item for submission with the grant agreement, with a SECOND by Commissioner Ayers. The Board APPROVED the motion unanimously.

### **Revised System Safety Plan (SSP) Manual and MCT Operational Handbook**

North Carolina refers to the network of coordinated public transportation programs as the Community Transportation Program (CTP). These entities, such as Martin County Transit, provide public transportation to the general public and to clients of human services agencies.

Department of Social Services/Transit Deputy Director Frank Halsey stated that to be eligible to receive Section 5311 funds, community transportation providers must fulfill several minimum CTP requirements, one being the annual adoption of the revised SSP Manual available from the North Carolina Department of Transportation – Public Transportation Division. Community transportation providers are required to keep the System Safety Program (SSP) policies current and in a notebook easily accessible in the office.

Deputy Director Frank Halsey added each Martin County Transit employee would receive a revised hard copy of the seven sections of the local policies and practices of the SSP Manual, upon adoption, to place inside their Martin County Transit Handbook.

Commissioner Bond made the MOTION to adopt the revised seven sections of the SSP Manual for Martin County Transit, with a SECOND by Commissioner Ayers. The Board APPROVED the motion unanimously.



## **Approval of Bids for HVAC Replacement for Transit Ray Street Project**

County Manager Bone explained in Martin County's CTP/Section 5311 grant application for 2016-17, Martin County including a funding request in the Capital Budget for the development and paving of a parking lot for MCT vehicles next to the County-owned building on Ray Street. This would be a secured parking lot for twenty public transit vehicles, as well as the employee parking. The parking lot would be a locked, fenced-in development with security cameras and lighting. This would make MCT vehicles and employees more secure against thief, vandalism, or terrorist threats.

In February 2017, Martin County awarded the engineering services contract for this project to The Wooten Company.

The Board of Commissioners accepted the engineer's recommendation, approved and awarded the low bid of \$48,575 in June 2017, for site work/paving contract to B. E. Singleton & Sons.

In September 2017, the Board of Commissioners approved and awarded the bid from Pamlico Fence Company for the fence installation for \$18,784.

In November 2017, the Board of Commissioners approved and awarded Donnie Whitehurst Electrical Service the parking lot lighting and cameras installation for the bid of \$29,695. Thus, completing the work in the 2016-17 grant application.

Martin County also applied for funds to renovate the Ray Street building in Martin County's CTP/Section 5311 grant application for 2017-18. As part of the 2017-18 funding, the County sought bids for HVAC replacement for the Ray Street building. Of the bids received, Public Works Director Justin Harrison recommended and the North Carolina Department of Transportation approved awarding the bid to the lowest responsible bidder, Armstrong and Son Heating and Air, LLC for \$13,000.

Commissioner Smith made the MOTION to approve and award the bid for HVAC replacement to Armstrong and Son Heating and Air, LLC for \$13,000, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

## **Approval of Bids for Roof Replacement for Transit Ray Street Project**

County Manager Bone reiterated that the renovation of the Ray Street building were a part of the Transit 2017-18 funding. For the renovations of the building, the County sought bids for roof replacement, as well.

Of the bids received, Public Works Director Justin Harrison recommended and the North Carolina Department of Transportation approved awarding the bid to the lowest responsible bidder, BM Roofing for \$24,877.

Commissioner Ayers made the MOTION to approve and award the bid for roof replacement to BM Roofing for \$24,877, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

## **Approval of the Amended Audit Contract #2**

County Manager Bone stated the Board of Commissioners approved an audit contract with Carr, Riggs & Ingram, LLC, on June 14, 2017. The original contract involved the auditing of Martin County's accounts for the year ending June 30, 2017.

Carr, Riggs & Ingram, LLC implemented new internal review and quality control procedures for all audits performed by the firm. The new policy created a backlog for corporate review of audits and created significant delays in issuing audits in a timely fashion.

The Board of Commissioners approved the first contract amendment, at the January 10, 2018 meeting. Amendment #1 stipulated a completion date of January 22, 2018. The audit was completed but not by the deadline specified by contract amendment#1, an additional contract amendment was required.

Commissioner Smith made the MOTION to approve audit contract amendment #2, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously. The Staff in Finance would forward audit contract amendment #2 to the Local Government Commission for its approval.

## **Budget Amendments**

### **Budget Amendment #25**

Finance Director Cindy Ange stated the Martin County ABC Board awarded the Martin County Sheriff's Office \$3,500 for use in the Drug Abuse Resistance Education (DARE) program. The DARE program seeks to prevent the use of controlled drugs, membership in gangs, and violent behavior. Students who enter the program sign a pledge not to use drugs or join gangs. A Martin County Deputy instructs the students using an interactive in-school curriculum, which lasts 12 weeks.

### **BUDGET ORDINANCE AMENDMENT-25**

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, 2018.

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

	Increase	Decrease
Public Safety		
Sheriff	\$ 3,500	

This will result in an increase of \$3,500 in the expenditures of the General Fund. To provide an increase in the revenues for the above, the following revenues will be changed.

Restricted Intergovernmental                      \$ 3,500

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Finance Officer for their direction.

MOTION by Commissioner Smith and SECONDED by Commissioner Bond to adopt the above budget ordinance amendment this 14th day of February 2018. The Board APPROVED the motion unanimously.

**Budget Amendment #26**

Finance Director Ange stated the Martin County Register of Deeds Office, the County Manager’s Office, Finance Office, Tax Assessor’s Office, Tax Collector’s Office and the Co-operative Extension Office all chose to work with a new copier supplier. The new supplier offered to “buy out” the old leases because the departments were close to the end-of-the-lease period, In this scenario, the County continued to make the payments to the old supplier, but the new supplier provided the funds.

Budget Amendment #26 would distribute the funds received from the new supplier to each department to offset the payments.

**BUDGET ORDINANCE AMENDMENT-26**

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, 2018.

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

	Increase	Decrease
General Government		
Register of Deeds	\$ 3,250	
County Manager	\$ 1,225	
Finance	\$ 1,225	
Tax Assessor	\$ 600	
Tax Collector	\$ 975	
Economic & Physical Development		
Cooperative Extension	\$ 1,225	

This will result in an increase of \$8,500 in the expenditures of the General Fund. To provide an increase in the revenues for the above, the following revenues will be changed.

Miscellaneous    \$8,500

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Finance Officer for their direction.

MOTION by Commissioner Bond and SECONDED by Commissioner Smith to adopt the above budget ordinance amendment this 14th day of February 2018. The Board APPROVED the motion unanimously.

**Budget Amendment #27**

Finance Director Ange explained the Martin County Sheriff's Office received five (5) checks totaling \$200 from the Dick and Barbara Fairfield family for use at the animal shelter. The family included a letter explaining the money was in lieu of Christmas gifts for adult family members. Nine year-old granddaughter, Sarah Corey, picked the Martin County animal shelter as her charity of choice.

Sheriff Manning stated that each year the family allowed each grandchild to pick an entity for the donation. Sheriff Manning stated he wrote thank-you notes to each family member who donated money. A Martin County Sheriff's Office patch was included, as well.

**BUDGET ORDINANCE AMENDMENT-27**

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, 2018.

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

	Increase	Decrease
Public Safety		
Sheriff	\$ 200	

This will result in an increase of \$200 in the expenditures of the General Fund. To provide an increase in the revenues for the above, the following revenues will be changed.

Restricted Intergovernmental	\$ 200
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Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Finance Officer for their direction.

MOTION by Commissioner Ayers and SECONDED by Commissioner Bond to adopt the above budget ordinance amendment this 14th day of February 2018. The Board APPROVED the motion unanimously.

**Budget Amendment #28**

Finance Director Ange stated the Corn Growers Association of NC awarded a \$500 grant to the Martin County Co-operative Extension Service. Staff would use the funds to assist farmers with issues concerning corn crop, including weed management, diseases and insect management.

BUDGET ORDINANCE AMENDMENT- 28

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, 2018.

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

	Increase	Decrease
Economic & Physical Development Cooperative Extension	\$500	

This will result in an increase of \$500 in the expenditures of the General Fund. To provide an increase in the revenues for the above, the following revenues will be changed.

Restricted Revenue	\$500
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Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Finance Officer for their direction.

MOTION by Commissioner Smith and SECONDED by Commissioner Bond to adopt the above budget ordinance amendment this 14th day of February 2018. The Board APPROVED the motion unanimously.

**BOARD REPORTS / COMMISSIONERS' COMMENTS**

Vice Chairman Bowen inquired about legislation that governs the reimbursement timetables for health insurance claims. Vice Chairman Bowen, a member of the Martin General Health Systems Board, stated it now takes 90 to 120 days for reimbursement from certain insurance companies.

County Manager Bone would communicate with the North Carolina Insurance Commissioner.

**CLOSED SESSIONS**

**Contract Negotiations N C G. S. §143-318.11(a)(5)**  
**Attorney-Client Privilege N C G. S. §143-318.11(a)(3)**

Around 8:15 p.m., Commissioner Bond made the MOTION to enter Closed Sessions in pursuant of NC G.S. §143-318.11(a)(5) Contract Negotiations and NC G.S. §143-318.11(a)(3), Attorney/Client Privilege, with a SECOND by Commissioner Smith. The Board APPROVED the motion unanimously.

Around 9:23 p.m., Commissioner Bond made the MOTION to end Closed Sessions in pursuant of NC G.S. §143-318.11(a)(5) Contract Negotiations and NC G.S. §143-318.11(a)(3), Attorney/Client Privilege, with a SECOND by Commissioner Ayers. The Board APPROVED the motion unanimously.

## OPEN SESSION

### STX Settlement Agreement & Release

Commissioner Smith made the MOTION to authorize the County Manager to execute the following document regarding the matter of STX Settlement Agreement and Release, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

NORTH CAROLINA

SETTLEMENT AGREEMENT AND RELEASE

WAKE COUNTY

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Release") is made and entered into the \_\_\_\_\_ day of February, 2018, by and between the COUNTY OF MARTIN, NORTH CAROLINA, 305 East Main Street, Williamston, NC 27892 ("Owner") and STX CORP., a Georgia corporation qualified to do business in NC, a/k/a STX Corporation, 111 Petrol Point, Suite 204, Peachtree City, GA 30269 ("Contractor").

### **WITNESSETH:**

WHEREAS, on or about November 2, 2017, Contractor submitted a bid in the amount of \$1,529,816.00 ("Bid") for the Martin Regional Business Park Rail Extension – Martin County, North Carolina ("Project"). A bid security in the form of a Bid Bond dated November 2, 2017, Bond No. 51618-01, issued by Developers Surety and Indemnity Company ("DSIC"), P.O. Box 19725, Irvine, CA 92623 in the amount of "5% of Bid" ("Bid Bond") was attached as part of the Bid.

WHEREAS, a dispute has arisen between Owner and Contractor concerning Contractor's Bid and Owner's acceptance and award of the Contractor's Bid, resulting in Owner submitting a claim to DSIC on the Bid Bond ("Dispute").

WHEREAS, Owner and Contractor wish to resolve the Dispute and to settle and release any demands and other claims and potential claims with respect to the Bid, including, without limitation, Owner's claim on the Bid Bond.

NOW, THEREFORE, in consideration of these premises, of the mutual promises and undertakings herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Payment to Owner. Simultaneously with the execution of this Release by Owner and Contractor, Contractor shall pay to Owner the sum of \$50,000.00, by wire transfer or by certified check, as an accord and satisfaction and in full, complete, final and binding compromise, resolution and settlement of accord and satisfaction and in full and final settlement of the Dispute.

2. Full and Final Release. In consideration of the payment made under Section 1 of this Release, the adequacy and sufficiency of which is acknowledged, Owner, for itself and its

successors and assigns, in good faith fully and unconditionally waives, releases and forever discharges Contractor and DSIC and their respective successors, assigns, officers, employees and affiliated parties (each a “Released Party”), of and from any and all claims, complaints, controversies, demands, damages, actions, causes of action, suits, losses, penalties, fines, costs, expenses, liabilities and attorneys' fees, of every kind and nature, however denominated, contingent or absolute, accrued or unaccrued, state or federal, at law or in equity, civil or criminal, in tort or in contract (whether express or implied), in quantum meruit, or under any statute, law or regulation, which Owner has or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of or relating to the Bid, the Bid Bond or the Project

3. Non-Liability. By the execution of this Release, Owner and Contractor each acknowledges, covenants and agrees that this Release is the compromise, resolution and settlement of certain disputed claims and that neither the payment pursuant to Section 1 of this Release nor any other term or provision in this Release constitutes or implies an admission of any liability or wrongdoing by Contractor and any such admission, liability or wrongdoing is specifically denied. Further, nothing in this Release constitutes an admission, agreement, or concession on the part of any Released Party regarding the any facts involved in the Dispute and this Release shall not be used in any way as evidence against a Released Party, except in an action for the enforcement of this Release. The parties enter into this Release for the sole purpose of avoiding the possible cost, adverse publicity and liability associated with litigation of the disputed claims.

4. Representations of Owner. Owner represents and warrants to Contractor as follows:

- (a) The individuals signing on behalf of Owner have the full right, power and authority to sign and bind Owner to this Release. This Release is a valid and binding obligation of Owner and is binding and enforceable in accordance with its terms against Owner;
- (b) No promise, payment or other inducement has been made or offered to Owner except as set forth in this Release; and
- (e) No right, title, interest, damage or other claim that is the subject of this Release or of the releases and discharges contained in this Release has been sold, assigned, conveyed or otherwise transferred by Owner to any third party and Owner has the sole right, power and exclusive authority to execute this Release.

5. Satisfactorily Resolved. If any court, commission, agency, bureau or other governmental body assumes jurisdiction of any cause of action, lawsuit, complaint, petition, proceeding, report or charge with respect to the Dispute, Owner shall report to such court, commission, agency, bureau or other governmental body that “the Dispute has been resolved to the satisfaction of the Owner”.

6. Enforcement of Agreement. Upon a breach of this Release, Owner and any Released Party may enforce this Release before any court of competent jurisdiction. In the event this Release, or the enforcement hereof, is the subject of any future litigation or proceeding between or among Owner and any Released Party, the prevailing party or parties shall be entitle

to recover all of such party's or parties' reasonable costs, charges, expenses and fees of every kind and nature arising out of such litigation or proceeding including, without limitation, attorneys' fees, interest, costs and expenses in bringing or defending such litigation or proceeding.

7. Liability For Costs. Except as provided in Section 6 above, Owner and Contractor each shall be responsible for paying such party's own attorney's fees, costs and other expenses incurred in connection with this Release and the Dispute.

8. Binding Effect. This Release is binding upon and inures to the benefit of each of the parties hereto and their respective heirs, successors and assigns.

9. Governing Law; Exclusive Jurisdiction and Venue. The Release shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina without regard to conflict of laws provisions.

10. Waiver and Modification. Neither this Release nor any provision hereof may be waived, modified, amended, discharged, or terminated, except by written instrument signed by all the parties hereto, and then only to the extent set forth in such instrument.

11. Entire Agreement. By the execution of this Release, each and all of the parties hereto covenant and agree that this Release is the only agreement between the parties hereto and contains all of the terms agreed upon by the parties, that all prior discussions, negotiations, agreements, understandings and settlements have been merged into this Release, that there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof, and that the execution of this Release has not been induced by any agreement, representation or other inducement other than the agreements and representations contained in this Release.

12. Execution in Counterparts. This Release may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Release may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Release and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Release and/or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Release as to Owner and the Released Parties and may be used in lieu of the original Release for all purposes. Signatures of the parties need not be on the same page. Delivery of an executed counterpart signature page by facsimile or electronic transmission constitutes authorization to attach such signature page to this Release with other executed signature pages.

13. Free and Voluntary Release. Owner and Contractor each acknowledges and agrees that such party has carefully read and reviewed this Release; has had ample opportunity to consult with such party's attorney regarding the terms of this Release; has reflected without haste upon the terms of this Release and the advice of such party's attorney; is satisfied with the terms of this Release; fully understands and voluntarily accepts the terms of this Release; and has signed this Release as such party's own free and voluntary act and deed for the purpose of making a full and final accord and satisfaction, compromise, resolution and settlement.



IN WITNESS WHEREOF, the parties hereto have duly executed this Settlement Agreement and Release, as of the day and year first above written.

**ADJOURNMENT**

With no further business to discuss, Commissioner Smith made the MOTION to adjourn at 9:25 p.m., with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

The Martin County Board of Commissioners' next regular meeting would be Wednesday, March 14, 2018 at 7:00 p.m. in the Commissioners' Board Room of the Martin County Governmental Center, 305 East Main Street, Williamston, North Carolina.

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Tommy Bowen, Vice Chairman

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Marion B. Thompson, NCCCC  
Clerk to the Board