

May 9, 2018

The Martin County Board of Commissioners met in Regular Session on Wednesday, May 9, 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: Chairman Elmo "Butch" Lilley, 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 Lilley called the meeting to order shortly after 7:00 p.m. Commissioner Ayers led the pledge of allegiance. Commissioner Smith provided the invocation.

Chairman Lilley extended a welcome to everyone in attendance, thanked each for his/her participation, counted it a special opportunity to hear their concerns, and hoped each got the results anticipated. Chairman Lilley recognized the following elected/appointed officials in attendance: Sheriff Tim Manning, Williamston Mayor Joyce Whichard-Brown, Parmele Mayor Jerry McCrary, and Williamston Town Administrator David Jaynes. Bear Grass Mayor Charlotte Griffin arrived later. Chief Deputy Drew Robinson was also in attendance.

AGENDA APPROVAL

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

PUBLIC COMMENTS – None

CONSENT AGENDA

Commissioner Ayers made the MOTION to approve the Consent Agenda, as presented, with a SECOND by Vice Chairman Bowen. The Board APPROVED the motion unanimously.

- 1. Minutes** for April 11, 2018 Regular & Closed Sessions & April 25, 2018 Special Session
- 2. Financial Report** for March 2018 included for informational purposes.
- 3. Tax Assessor – Tax Relief Orders – April 2018**

Year Levy	Lname	Fname	Reason	Value	Total
2017	Benthall	Shieka	Situs Error		171.29
2017	Gold Point	Church of Christ	Exempt Property		126.65
2017	Lilley	Brian J	Double Billed		437.00
2017	Peele	James Bailey, Jr Heirs	Error In Landfill		172.00
2017	Lilley	Brian J	Munis Software Error		3.00

2017	Peele	James Bailey Jr. Heirs	Late List Penalty		3.00
				Total	\$912.94

4. Tax Collector’s Report – April 2018

	Category	Apr-18	Apr-18 Y-T-D
Real Property	20	\$177,807.00	\$8,950,977.08
Personal Property	25	<u>17,371.41</u>	<u>5,034,499.36</u>
Total		\$195,178.41	\$13,985,476.44
Motor Vehicle	30	<u>1,714.28</u>	<u>8,381.41</u>
Total MV		\$1,714.28	\$8,381.41
All Total		\$196,892.69	\$13,993,857.85

5. Board Appointments/Reappointments/Resignation

a. Council On Aging

The Council of Aging recommended the appointment of Ms. Melissa Knox to replace Ms. Dinah Gradis, who resigned effective March 19, 2018. Ms. Knox would complete the unexpired term of Ms. Gradis, which would expire February 10, 2020.

After completing the unexpired term, Ms. Knox would be eligible to serve two consecutive full terms in accordance to Council of Aging bylaws.

The Board accepted the resignation of Ms. Gradis, and approved the appointment of Ms. Knox, as part of the Consent Agenda.

b. Home & Community Care Block Grant Lead Agency & Board

Section V-A.1 of the Development of the County Funding Plan for the Home & Community Care Block Grant states that it is the responsibility of the County Board of Commissioners to annually designate an agency or office within the county with the lead responsibility for planning and coordination of the County funding Plan.

The Martin County Adult & Aging Services Department continues to do a great job serving as the lead agency.

Section V-A.2 lists the appointment of a committee to serve as a Block Grant Advisory Committee to the lead agency for planning and coordination in the development of the County Funding Plan as a responsibility of the County Commissioners.

The Board designated the Martin County Adult & Aging Services Department as the Lead Agency, and approved the following board member appointments/reappointments for fiscal 2018-19 as part of the Consent Agenda.

Barney Conway	Lula Council	Carolyn Harrell	Betty Rae Jones	Melissa Knox
Butch Lilley	Molly Long	Jerry McCrary	Steve Minor	Eliza Waters
Joseph Williams	Charmaine Hardison	Lisa Edmonds		

c. Martin Community College Board of Trustees

On behalf of the Martin Community College Board of Trustees, Chair Helen Davis recommended the reappointment of Mr. Clint Saunders for another four (4) year term, which would expire June 30, 2022.

The Board approved the reappointment of Mr. Saunders, as part of the Consent Agenda.

6. Resolution Recognizing National Hospital Week in Martin County

In recognition of May 6-12, 2018 being National Hospital Week, the attached resolution was created to commend, support and say thank you to the hard working individuals, who spend countless hours taking care of the patients and hospitals all over the nation.

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

Resolution Recognizing
“National Hospital Week”
 In Martin County

WHEREAS, 2018 National Hospital Week is May 6-12, and the official theme is “Caring is Our Calling”; and

WHEREAS, National Hospital Week celebrates the hospitals, health systems as well as, the women and men, who support the health and wellbeing of their communities, through dedication and compassionate care from the heart.

WHEREAS, National Hospital Week serves as a reminder to thank all of the dedicated individuals – physicians, nurses, therapists, engineers, food service workers, volunteers, administrators and so many more – for their contributions.

NOW THEREFORE, BE IT RESOLVED THAT, the Martin County Board of Commissioners hereby declare May 6-12, 2018 to be Hospital Week in Martin County, and urge residents to express their appreciation for the individuals, facilities and technologies that make trustworthy, reliable health care possible in our community.

Adopted the 9th day of May, 2018.

 Elmo “Butch” Lilley, Chairman

 Marion Thompson, NCCCC, NCMCC
 Clerk to the Board

7. Records Retention & Disposition Schedules Approval Amendment to County Management Schedule Published April 15, 2013

The Government Records Section of the State Archives of North Carolina amended Item 19 Employee Eligibility Records of the records retention schedules for County Management.

The County was asked to approve the amendment. A copy of the signature page will be sent to the Government Records Section of the State Archives of North Carolina, acknowledging the approval of the amendment.

The Board approved the Amendment to County Management Schedule Published April 15, 2013, as part of the Consent Agenda.

8. Trillium Financial Report Quarter Ending 03/31/18

Vice President of Business Operations Joy Futrell, of Trillium Health Resources provided a brief summary of revenues and expenditures for the Fiscal Monitoring Report ending March 31, 2018.

9. Addendum to Contract to Audit Martin County Accounts

In a memo, Finance Director Cindy Ange stated the Local Government Commission, Division of the State Treasurer's Office is requiring addendums to audit contracts requesting the County to acknowledge the receipt of the latest peer review letter when the audit firm received a "pass with deficiency" rating.

A peer review was conducted by a CPA firm using standards established by the Peer Review Board of the American Institute of Certified Public Accountants. The review examines the auditing firms system of quality control, and whether complying with the system will provide reasonable assurance of performing and reporting in conformity with applicable professional standards in all material aspects.

The peer review of Carr, Riggs and Ingram, LLC identified performance and documentation deficiencies in each of the Single Audit engagements reviewed and also made recommendations to the firm to provide appropriate training to ensure an understanding of the procedures required to be performed, as well as related documentation requirements.

Carr, Riggs, and Ingram was proactive in training staff and establishing new review procedures to correct these deficiencies within the last year. Carr, Riggs, and Ingram expect these issues to be fully remedied and reflected in their next peer review.

As part of the consent Agenda, the Board approved the Addendum to the Audit Contract.

10. Clerk Report included for informational purposes.

INTRODUCTION OF NEW EMPLOYEE (S) – None

PRESENTATIONS

Annual Agreement Between Martin County DSS & the State of North Carolina

Department of Social Service/Transit Director Letecia Loadholt explained that House Bill 630 (ratified as Session Law 2017-41), commonly referred to as Ryan's Law or the Child Protection and Accountability Act, was ratified on June 15, 2017 and signed by Governor Cooper on June 21, 2017. The law does the following:

- Establishes Social Services regional supervision and collaboration;
- Provides reform of the child welfare system;
- Requires written agreements, corrective action and state intervention (as needed) with Social Services Departments;
- Establishes a Child Well-Being Transformation Council;
- Establishes a driver's license pilot project;
- Establishes a pilot program to authorize a waiver of the employment requirement for foster parents of children receiving intensive alternative family treatment;
- Reduces the time frame a parent has to appeal from a termination of parental rights order;
- Reduces the time frame for licensure approval regarding foster care; and
- Requires Child Protective Service observation before physical custody of a child may be returned.

The Board of Commissioners was provided a written agreement developed for the State of North Carolina to have with each Department of Social Services, which satisfies the pertinent portion of Session Law 2017-41. Approval of this agreement by the Board of Commissioners was not required. The Department of Social Services Director must sign the agreement by June 30th. The effective date would be July 1st.

DSS/Transit Director Loadholt informed the Board of the mandated perform measures which would go into effect. In the last few years, the concept was strongly suggested to cross-train staff to be universal workers. Now, it has become optional, whether an agency provides universal or specialized services. With the stringent mandates, many have chosen to return to specialize services, building on the strengths of the knowledgeable staff in those specialties, such as Medicaid and Food stamps. DSS/Transit Director Loadholt explained she sought the advice of the Social Services Board and the opinion of staff, before making a final decision to return to specialized services. Every effort would be made to transform without incident.

Overall, the Board expressed support for the return to specialized services and spoke of the potential benefits.

Medicaid Overpayment Recoupment Plan

Department of Social Service/Transit Director Letecia Loadholt stated in February 2018, County Directors of Social Services were informed of the amendment in the Senate Law 2017-57 Section 11H.22.f that adds NC G. S. Article 2 §108A-25.1A regarding the recoupment of overpayments from a county responsible for the erroneous issuance of Medicaid and North Carolina Health Choice (NCHC) benefits. The amendment reads:

- a. A county department of social services shall be financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claims payments resulting when the county department of social services takes any action that requires payment of Medicaid claims for an ineligible individual, for ineligible dates, or in an amount that includes a recipient's liability and for which the State cannot claim federal participation.
- b. Notwithstanding subsection (a) of this section, a county department of social services shall not be financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claims payments resulting from a failure or error attributable solely to the State.
- c. The amounts to be charged back to a county department of social services for erroneous payments of claims shall be the State and Federal shares of all erroneous payments, not to exceed the lesser of the amount of actual error or claims payment.

What this means is that if a county has determined eligibility for a client and the client was later found to be ineligible (through audit or monitoring) due to an agency error, the county would be responsible to repay all of the benefits expended on behalf of the client.

For example, if:

- A Medicaid client was approved for Medicaid that was diagnosed with cancer;
- The client went through surgery and chemotherapy treatments resulting in \$400,000 in medical treatment;
- If the county was audited and it was revealed that eligibility was determined incorrectly;
- THEN, the county would have to pay back all of those funds to the State of NC / Department of Medical Assistance (DMA).

DSS Director Loadholt added counties are certainly concerned about this new procedure because this could be a potential "budget buster." DSS Director Loadholt added measures were being put into place to ensure that staff check, double-check, and triple-check claims to reduce and prevent errors.

The Division of Medical Assistance (DMA) will begin the recoupment process for Medicaid and NCHA overpayments identified during State FY 2017 audits.

No action were required by the Board of Commissioners.

2018-2019 Martin County Proposed Budget

County Manager David Bone recalled the Departments and County Agencies submitted their budget requests to the County Manager by February 23, 2018. Presentations on these requests were made to the Board of Commissioners on March 21, 2018. Outside agencies presented their budget requests on March 28, 2018. The Board of Commissioners held a joint meeting with the Board of Education about its budget needs on April 25, 2018.

North Carolina General Statute § 159-11(b) requires the County Manager to submit a proposed budget and budget message to the governing body by June 1st of each year. On the same day that the budget is presented to the governing body, the budget officer shall file a copy of it in the office of the clerk for public inspection and schedule a public hearing. This public hearing has been scheduled for the June 13, 2018 meeting.

The governing body must adopt the annual budget ordinance by July 1st [North Carolina General Statute 159-13(a)]. However, North Carolina General Statute § 159-16 directs that if the budget ordinance is not adopted by July 1st, the governing body must adopt “interim appropriations for the purpose of paying salaries, debt service payments, and the usual ordinary expenses” of the county until the ordinance is adopted. North Carolina General Statute § 159-13 specifies that not earlier than 10 days after the budget is presented to the governing body and not later than July 1st, the governing body shall adopt a budget ordinance. Otherwise, the Board of Commissioners may adopt an interim budget ordinance to be effective from July 1st to August 1st.

County Manager Bone stated the FY 2018-19 Draft Budget totaled \$31,615,968 for all County General Fund operations, capital improvements and debt service. County Manager Bone discussed the FY 2018-19 Draft Budget highlights.

Having received the draft budget the night of the meeting, the Board planned to review the data over the next week, and consensually agreed to hold a Special Called Meeting, May 16, 2018.

Commissioner Smith requested the following items concerning the new shell building funding request for the next budget work session: the investment, payback and per job in relations to the project.

ACTING IN ITS AUTHORITY AS GOVERNING BOARD OF W& S DISTRICT 1

Water District Manager Ed Warren stated the NC Division of Water Resources (NC DWR) requires each Martin County Water District to submit a Local Water Supply Plan annually, based on the most recently completed calendar year. The NCDWR advised the County Water Manager that the 2017 Local Water Supply Plan (LWSP) for Water District 1 (WSD 1) met the minimum criteria established by DWR and was considered complete.

DWR requires that the completed plans be adopted by the water system’s governing board, by resolution every five years. Acting in its authority as the Martin County Water and Sewer District 1 governing board, the Board of Commissioners may adopt the Water District 1 2017 LWSP by passing the attached resolution for Water District 1.

Vice Chairman Bowen made the MOTION to adopt the Water District 1 2017 LWSP, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

Resolution For Approving Local Water Plan for Martin County WSD 1

**RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN
FOR MARTIN COUNTY WATER AND SEWER DISTRICT 1**

WHEREAS, North Carolina General Statute 143-355 (1) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Martin County Water and Sewer District 1, has been developed and submitted to the Martin County Board of Commissioners for approval; and

WHEREAS, the Martin County Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (1) and that it will provide appropriate guidance for the future management of water supplies for Martin County Water and Sewer District 1, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED by the Martin County Board of Commissioners of Martin County Water and Sewer District 1 that the Local Water Supply Plan entitled, 2017 LWSP Martin County WD 1 is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water resources; and

BE IT FURTHER RESOLVED that the Martin County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this the 9th day of May, 2018.

Elmo "Butch" Lilley, Chairman of the Board

Attest:

Marion B. Thompson, NCCCC, NCMCC
Clerk to the Board

ACTING IN ITS AUTHORITY AS GOVERNING BOARD OF W&S DISTRICT 2

Water District Manager Ed Warren stated the NC Division of Water Resources (NC DWR) requires each Martin County Water District to submit a Local Water Supply Plan annually, based on the most recently completed calendar year.

The NCDWR advised the County Water Manager that the 2017 Local Water Supply Plan (LWSP) for Water District 2 (WSD 2) met the minimum criteria established by DWR and was considered complete.

DWR requires that the completed plans be adopted by the water system's governing board, by resolution every 5 years. Acting in its authority as the Martin County Water and Sewer District 2 governing board, the Board of Commissioners may adopt the Water District 2 2017 LWSP by passing the attached resolution for Water District 2.

Vice Chairman Bowen made the MOTION to adopt the Water District 2 2017 LWSP, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

Resolution For Approving Local Water Plan Martin County WSD 2

RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN FOR MARTIN COUNTY WATER AND SEWER DISTRICT 2

WHEREAS, North Carolina General Statute 143-355 (1) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Martin County Water and Sewer District 2, has been developed and submitted to the Martin County Board of Commissioners for approval; and

WHEREAS, the Martin County Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (1) and that it will provide appropriate guidance for the future management of water supplies for Martin County Water and Sewer District 2, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute.

NOW, THEREFORE, BE IT RESOLVED by the Martin County Board of Commissioners of Martin County Water and Sewer District 2 that the Local Water Supply Plan entitled, 2017 LWSP Martin County WD 2 is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water resources; and

BE IT FURTHER RESOLVED that the Martin County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this the 9th day of May 2018.

Elmo "Butch" Lilley, Chairman of the Board

Attest:

Marion B. Thompson, NCCCC, NCMCC
Clerk to the Board

OLD BUSINESS – None

NEW BUSINESS

Approval of Amended 911 Grant Agreement

County Manager David Bone recalled the NC 911 Board awarded a grant of \$4,315,437 to Martin County to fund the construction of a new Martin County 9-1-1 Communications Center (also referred to as PSAP or “Public Safety Answering Point”) building, which will also serve as a back-up and training facility for Bertie County Communications and Pasquotank County (which also provides service to Camden County). The Martin County Board of Commissioners approved the acceptance of the grant on September 14, 2016. The Board of Commissioners approved the grant agreement with the NC 911 Board on November 16, 2016.

County Manager Bone explained the bid opening for the new Martin County PSAP and Regional Back-up Facility was scheduled for February 27, 2018, but only one company (A.R. Chesson) was present with a bid submittal. The bid was not opened and was returned to the company.

The project was re-advertised, and the second bid day was March 13, 2018. Two bids were received and considered at the March 14, 2018 Board of Commissioners meeting. The Board of Commissioners rejected all bids and re-advertised.

The third bid opening for the Martin County PSAP and Regional Back-up Facility was held on April 17, 2018. A. R. Chesson was the only bidder, with a bid for \$3,219,865, \$10,000 less than its bid, on March 13, 2018.

Even with the decrease, the \$3,219,865 bid was higher than anticipated. Several factors contributed to this fact. Over the past five years, the construction industry has seen a significant rise in the number of construction projects, shortage in the workforce and yearly inflation on materials and labor. It has also created a challenge to attract qualified bidders in our region, the rural, northeastern NC.

County Manager Bone added with the new bid of \$3,219,865 received on April 17, 2018, Martin County remained in a deficit to fund the new 911 project and requested \$880,878 in additional funding from the NC 911 Board at its May 20, 2018 meeting. The request was approved.

Being a member of the NC 911 Board, County Manager Bone noted he recused himself from voting for the increase in funding for the Martin County PSAP and Regional Back-up Facility. The Board of Commissioners expressed gratitude and acknowledged the importance of County Manager Bone serving on the State 911 Board.

The agreement amendment would increase the project funding by the \$880,878 requested and approved by the 911 Board. The Board of Commissioners was asked to approve the grant agreement amendment with the NC 911 Board.

Commissioner Smith made the MOTION to approve the NC 911 Board grant agreement amendment as presented, with a SECOND by Commissioner Ayers. The Board unanimously APPROVED the motion.

AMENDMENT
To the 911 Grant Agreement for
Martin County

THIS AMENDMENT is entered into by and between the North Carolina 911 Board (Board), Raleigh, NC, and Martin County, 305 E Main St, Williamston NC 27892-8825 (County).

Whereas, the Board and County acknowledge they entered into the Grant Agreement on or about 6 December 2016;

Whereas, the County requested additional funds to complete the project as described in the Grant Agreement; and

Whereas, the Board approved an allocation of additional grant funds on 20 April 2018.

Therefore, the parties now agree to amend the Grant Agreement as follows:

1. The grant funds awarded are increased by the amount of \$880,878, and this additional amount shall be applied solely to construction costs identified in the County's request letter of 12 April 2018.
2. Except as modified herein, the Agreement continues in effect as written and agreed.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Martin County

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Chief Finance Financial Officer

N.C. 911 Board

By: _____

Title: _____

Date: _____

Construction Bids/Construction Contract for the Martin County PSAP & Regional Back-up PSAP

County Manager Bone restated that A. R. Chesson was the lone bidder for the third bid opening for the Martin County PSAP and Regional Back-up Facility, which was held on April 17, 2018. The A. R. Chesson bid was \$3,219,865, \$10,000 less than the agency bid on March 13, 2018.

With the new bid of \$3,219,865 received on April 17, 2018, a deficit remained in funding Martin County's new 911 project. Martin County requested additional funding from the NC 911 Board and was approved for \$880,878 at the 911 Board meeting on May 20, 2018.

The Schrader Group, the Project Engineers, recommended approving the bid amount of \$3,219,865. The construction should start in June, if the bid was approved. Project Engineer Harry Pettoni of The Schrader Group, thanked all for their patience. Project Engineer Pettoni stated he was confident in the ability of A. R. Chesson to construct the project. The anticipated completion date was fall of 2019. Project Engineer Pettoni stated every effort would be made to save money, without impact to the building, etc. or requiring additional local investment.

A construction kick-off meeting was scheduled for May 10, 2018, if approved.

The Board of Commissioners was asked to receive the recommendation for award of bid from The Schrader Group and award the bid to A. R. Chesson. The Board of Commissioners was also asked to authorize the County Manager to execute the contract with A. R. Chesson.

Vice Chairman Bowen made the MOTION to award the construction bid for the new 911 Center to A. R. Chesson, and to authorize the County Manager to execute the contract (*entered into these minutes by reference*) with A. R. Chesson. Commissioner Ayers SECONDED the motion. The Board APPROVED the motion unanimously.

EMS Medical Director's Contract/Agreement Approval

The Office of Emergency Medical Services (OEMS) administers the state EMS program. County governments are the key players in overseeing the EMS programs at the local level.

Each EMS system must have a medical director and credentialed EMS personnel. The medical director must be a licensed physician and meet certain standards. The medical director is responsible for:

- Ensuring medical control is available 24 hours per day;
- Establishing, approving and annually updating treatment protocols;
- Emergency medical dispatch programs;
- Medical supervision of EMS personnel; and
- Medical review of care provided to patients.

County Manager Bone recalled on December 22, 2017, Emergency Management Director Jody Griffin recommended and the Board of Commissioners approved Dr. Bryan Kitch, of the ECU Emergency Physicians Group, as the Martin County Medical Director, effective January 1, 2018.

This recommendation was prompted by the resignation of Dr. Steven Manning as Medical Director.

A contract on this matter was not drafted for the December 22, 2017 meeting. The arrangement has been proceeding since January 1, 2018 with the understanding that services would be continued, as with the previous contract and at the previous funding level. It was stated a contract would be drafted for consideration at a future meeting.

Under the current arrangement, someone from the ECU Emergency Physicians Group is on-call 24 hours per day/365 days per year to provide Medical Director Services to Martin County. The ECU Emergency Physicians Group provides similar services in Pitt, Beaufort and Hyde Counties.

County Manager Bone continued to explain that a proposed contract was brought to the Board of Commissioners for consideration at the May 9, 2018 meeting. The initial term of the contract would run through December 31, 2018. After the initial term, the agreement would renew automatically for additional one (1)-year periods (from January 01 through December 31 of each calendar year), unless written notification is provided sixty (60) days prior to the expiration of the initial term or any renewal term by either party. The cost of the service would be \$16,800 annually, or \$1,400 per month.

Commissioner Smith made the MOTION to approve the contract with East Carolina University/Brody School of Medicine/ECU Physicians Group, as the Martin County Medical Director, effective immediately as presented below, with a SECOND by Commissioner Ayers. The Board APPROVED the motion unanimously.

MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement (“Agreement”), effective as of the 1st day of January 2018, is made and entered into by and between Martin County, North Carolina (hereinafter “County”) and East Carolina University through its Brody School of Medicine (hereinafter “University”). County and University are sometimes collectively referred to herein as “Parties” or individually as a “Party.”

WITNESSETH

Whereas, the County provides emergency medical services to the residents of Martin County, North Carolina; and

Whereas, the County desires to engage University to provide a qualified physician who is licensed in the state of North Carolina and who is trained and specializes in emergency medicine to provide services as the Medical Director for the County’s Emergency Medical Services (EMS) System and Staff; and

Whereas, the University wishes to provide these services for the County on the terms and subject to the provisions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations set forth below and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DUTIES OF UNIVERSITY. University shall have the following duties and responsibilities under this Agreement:
 - a. The University, through its Chair of its Department of Emergency Medicine, in consultation and with the approval of the County, shall appoint a physician to service as medical director (“Medical Director”) for the County’s EMS System. The University shall cause the Medical Director to, and the Medical Director shall perform his or her duties under this Agreement for approximately fifteen (15) hours per month. The approximate hours set forth in this Section are an estimate, but shall not exceed one hundred sixty (160) hours per year. Otherwise, the Medical Director shall be able to engage in other activities for University for the remaining percent of his or her time that is unrelated to his or her Medical Director duties.
 - b. As Medical Director, the University physician shall:
 - i. Oversee and participate in training and instructional courses for ambulance and emergency medical personnel of the County’s Emergency Medical Service at facilities within the County designated by the County;
 - ii. Provide medical advice to ambulance and emergency personnel of the County’s Emergency Medical Service; and
 - iii. Perform the duties and responsibilities listed for a Medical Director as enumerated in the rule located at 10A NCAC 13P.0403 (Responsibilities of the Medical Director for EMS System Oversight) or its successor for so long as either is in effect.
 - c. In connection with the Medical Director services provided under this Agreement, the Medical Director shall maintain a monthly log recording the effort devoted (Exhibit A). A copy of the Medical Director’s log shall be submitted to the County upon request.
2. DUTIES OF COUNTY. The County shall have the following duties and responsibilities under this Agreement:
 - a. Provide sufficient personnel, staff, space, and facilities necessary for the provision of Medical Director services under this Agreement.
3. COMPENSATION. During the Term of this Agreement, the County agrees to compensate University by paying the University the amount of Sixteen Thousand Eight

Hundred Dollars (\$16,800) per calendar year for the services provided by the University under this Agreement. Such amount shall be paid in equal monthly installments of One Thousand Four Hundred Dollars (\$1,400) to be paid on or before the last day of each month. In the event any Term of this Agreement is for less than a calendar year, compensation in this Section shall be prorated. The Parties acknowledge and agree that compensation provided under this Agreement is commercially reasonable, does not exceed fair market value, and does not take into account the volume or value of any referrals or other business generated between the Parties. The Parties further acknowledge and agree that the services furnished pursuant to this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.

4. TERM. The initial term of this Agreement (“Initial Term”) shall commence on January 1, 2018 and continue through December 31, 2018, unless sooner terminated as hereinafter provided. After the Initial Term of this Agreement, the Agreement will renew automatically for additional one (1)-year periods from January 01 through December 31 of each calendar year (each, a “Renewal Term”), unless written notification is provided sixty (60) days prior to the expiration of the Initial Term or any Renewal Term by either Party. The Initial Term and any Renewal Term are collectively referred to herein as “Term.”
5. TERMINATION. Unless otherwise provided herein, either Party shall have the right to terminate this Agreement at any time, with or without cause, by providing sixty (60) days written notice to the other Party of its intent to terminate. Upon termination for any reason, University shall be compensated by County for all services furnished prior to the date of termination.
6. RELATIONSHIP OF PARTIES. The University’s relationship to County is that of an independent contractor, and under no circumstances shall this Agreement be construed, deemed, or considered as an employment agreement between the County and the University or their employees or contracted physicians. The University is an independent contractor and is not an agent of the County and is not authorized to act as an agent for the County. The County is not an agent of the University and is not authorized to act as an agent for the University.
7. PAYMENTS AND BENEFITS TO PHYSICIAN. The University is responsible for payments to the physician providing services under this Agreement of his/her salary and other benefits provided to employees or contractors of the University in accord with the University’s standard policies. The University shall also be responsible for all applicable taxes relating to the physician as its employee.
8. INSURANCE.

- a. University shall maintain Workers' Compensation insurance as required by North Carolina law covering its employees who provide services under this Agreement. University also agrees to procure and maintain or cause to be procured and maintained medical malpractice liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of the University's employees while each is engaged in medical professional services pursuant to this Agreement. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate generally, and with respect to each covered physician.
 - b. The County shall maintain Workers' Compensation insurance as required by North Carolina law covering its employees. As provided in Sections 6 and 7 above, University's physician serving as Medical Director is not an employee of the County, and as such, the County is not responsible for providing Workers' Compensation insurance for the University's physician.
 - c. To the extent that the County maintains medical director insurance covering physicians providing administrative duties on behalf of the County, said coverage will be extended to University's physician providing administrative duties on behalf of the County under this Agreement. Provided, however, nothing in this Agreement or Section is intended to provide, nor shall it be construed to provide, insurance coverage to the University by the County for clinical duties and/or patient care and treatment. In addition, nothing in this Agreement or Section is intended to require the County to provide Workers' Compensation insurance for the University's physician, which is the responsibility of the University as indicated above in Subparts (a) and (b) of this Section 8.
9. PHYSICIAN-PATIENT RELATIONSHIP. This Agreement shall not be construed to allow the County to control or any way interfere with the physician-patient relationship between physicians employed by or under contract with University and patients receiving services from such physicians. Neither the County nor the University shall control or direct the professional judgment of the University's physicians, and such professional judgment rests solely with the physicians.
10. COMPLIANCE WITH LAWS. Each Party represents that they have complied with all applicable federal, state and local laws regarding any business permits, certificates or licenses that may be required to carry out the services to be performed under this Agreement.
11. HOLD HARMLESS. University will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the

Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of University, its officers or employees. As to the University, the County on its behalf accepts responsibility for any and all claims, losses, liabilities, demands, damages, or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by itself or its agents, employees, or independent contractors (other than University) while in the performance of their duties or assignments under this Agreement.

12. NO REQUIREMENT TO REFER. The Parties acknowledge that none of the benefits granted to either Party hereunder are conditioned on any requirement that either Party or their employees or agents make referrals to, be in a position to make or influence referrals to, or otherwise generate business for, the other.

13. FRAUD AND ABUSE. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare/Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder either Party's ability to obtain reimbursement from Medicare/Medicaid, or if this Agreement becomes illegal under any subsequent law or regulation, this Agreement shall terminate immediately upon written notice by one Party to the other Party.

14. DEBARMENT. By signing this Agreement, each Party hereby represents and warrants the following: (1) that it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred," as applicable); (2) no basis for Debarment exists; and (3) it agrees to immediately notify the other Party in the event that it (a) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (b) becomes Debarred. Upon receipt of such notice by a Party, this Agreement shall automatically terminate without further action or notice.

15. OBRA COMPLIANCE. It is understood that pursuant to Section 952 of Public Law 96-499, as a condition for reimbursement for costs incurred under this Agreement, each Party hereby agrees, that they will retain, and make available upon request of the Secretary of the Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, all books, documents and records necessary to verify the nature and extent of the costs of the services provided under this contract, and that such records will be retained and held available by said Party for such inspection until the expiration of four (4) years after the services are furnished, and it will obtain a similar agreement from any subcontractor it engages to perform on its behalf.

16. DEFICIT REDUCTION ACT. To the extent it is required by 42 U.S.C. § 1396a(a)(68), as it relates to the provision of services under this Agreement, each Party adopts and acknowledges having received written policies of the other Party regarding compliance with the federal False Claims Act, 31 U.S.C. §§ 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding the other Party's policies and procedures for detecting and preventing fraud, waste, and abuse.
17. ACCESS TO PERSONS AND RECORDS. North Carolina's State Auditor and University's internal auditor shall be provided access to persons and records that are generated as a result of, or are related to, this Agreement for the purposes of verifying accounts and data affecting fees or performance in accordance with N.C. General Statutes § 147-64.7 and N.C. Session Laws 2010-194, Section 21.
18. NOTICES. Any notice required or allowed to be given hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, Registered or Certified, with Return Receipt Requested and properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered in accordance herewith:

Notices shall be sent to University at:

Brody School of Medicine of East Carolina University
Attn: Executive Director of ECU Physicians
600 Moyer Blvd.
Greenville, NC 27834

Notices shall be sent to County at:

Martin County
Attn: David Bone
P O Box 668
305 E. Main St Williamston, N C 27892

19. RECORDS. University, its officers, employees and representatives, including University's physician providing services under this Agreement, shall keep confidential all medical and related records/health information regarding the County's patients and shall comply with all federal and state laws applicable to said records and health care information. The County shall be responsible for maintaining all medical records relating to services provided to County's patients in a confidential manner consistent with applicable federal and state law. At any time during the Term of this Agreement and

after termination, University may copy and otherwise have access to such medical records.

20. GOVERNING LAW. This Agreement is made and entered into in the State of North Carolina and shall be governed and construed in accordance with the laws of North Carolina.
21. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein. This Agreement may not be modified except by a written amendment properly approved and executed by duly authorized Parties.
22. ASSIGNABILITY. This Agreement is personal to each of the Parties hereto, and neither Party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other Party. Any purported assignment without prior written consent from the other Party shall be null and void.
23. NO THIRD PARTY BENEFICIARIES. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients of the County, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
24. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
25. WAIVER OF CONTRACTUAL RIGHT. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
26. HEADINGS. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

27. BINDING AUTHORITY. Each Party to this Agreement represents to the other that it has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions thereof, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties.

28. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

29. SIGNATURES. As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is "signed" if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party's Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date first written above, by authority duly given.

COUNTY:
MARTIN COUNTY, NORTH CAROLINA

Date: _____

By: _____
Elmo "Butch" Lilley, Chairman

ATTEST:

Marion Thompson, Clerk to the Board

UNIVERSITY:
BRODY SCHOOL OF MEDICINE AT EAST CAROLINA UNIVERSITY

Date: _____

By: _____
Mark Stacy, MD
Dean, Brody School of Medicine
Senior Associate Vice Chancellor
for Medical Affairs

Date: _____

By: _____
Theodore R. Delbridge, MD, MPH
Chair, Department of Emergency Medicine

Windows/Boxing/Guttering Replacement Bids – Transit Ray Street Project

County Manager Bone recalled the Martin County Transit CTP/Section 5311 grant application for 2017-18 included a request for funds to renovate the Ray Street building. The request was approved by the NC Department of Transportation.

In February 2018, the Board of Commissioners approved and awarded the bid for roof replacement to BM Roofing in the amount of \$24,877. The Board of Commissioners also approved and awarded the bid for HVAC replacement to Armstrong and Son Heating and Air, LLC in the amount of \$13,000.

Public Works Director Justin Harrison placed advertisements for the window replacement and the boxing/guttering replacement. Contractors were allowed to consolidate the bids for both projects into one bid. Of the four bids submitted, TNT Siding was the apparent low bidder in the amount of \$10,826.24.

The Board of Commissioners was asked to approve and award the bid for the window and boxing replacement to TNT Siding, pending approval by NC Department of Transportation.

Commissioner Smith made the MOTION to approve and award the bid to TNT Siding, pending approval by NC Department of Transportation, with a SECOND by Vice Chairman Bowen. The motion was APPROVED unanimously.

Local Update of Census Addresses (LUCA) Services Contract Between Martin County and Mid-East Commission

LUCA, or “Local Update of Census Addresses”, is the only opportunity offered to tribal, state, and local governments to review and comment on the U.S. Census Bureau's residential address list for their jurisdiction prior to the 2020 Census.

The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census.

Census data is used to determine eligibility and distribution of federal dollars to Martin County for most federal grant programs. For this reason, ensuring accurate census data is vital to Martin County.

County Manager Bone stated a Local Update of Census Addresses (LUCA) identifies and updates the Census address list and GIS shapefiles in order to provide all residents with the 2020 Census.

Governments that participate in LUCA help ensure an accurate decennial census count for their communities. An accurate count helps the federal government annually allocate more than \$675 billion across 26 federal agencies for tribal, state, and local government programs and services.

Additionally, a regional planning agency or council of governments can also perform this service on behalf of local governments, and the Mid-East Commission has been working to complete this task for Martin County.

County Manager Bone stated the County would have additional benefits from this work – some addressing, GIS (geographical information system) information and records issues would be resolved. Municipalities would benefit for the LUCA results, as well. However, no investment would be required from the municipalities. Municipal officials present at the meeting thanked the Board of Commissioners for their generosity.

Mid-East Commission Planner Jamie Heath stated the accuracy of information for the 12,000 addresses in Martin County would determine the distribution of future federal dollars. Substantial work would be needed to complete this project by the July deadline.

The attached contract for \$10,000 in services would allow the Mid-East Commission to complete this project.

Commissioner Smith made the MOTION to approve this LUCA contract with the MID-East Commission, as presented, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

MID-EAST COMMISSION

Local Update of Census Addresses (LUCA) Services Contract
April 27, 2018 – August 31, 2018

THIS AGREEMENT, made this 27th day of April 2018 by and between the Mid-East Commission, hereinafter called the “Commission,” and Martin County, North Carolina, hereinafter called the “County.”

W I T N E S S E T H

WHEREAS, the Commission operates to provide Planning, Mapping, and Technical Assistance to Local Governments in Region Q, and on a case-by-case basis to local governments in Region R, and

WHEREAS, the County, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the County mutually agree as follows:

1. Employment and Scope of Work

The County hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed “Scope of Services” set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 27th day of April 2018, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this Contract and all conditions of this Contract shall expire on the 31st day of August 2018.

3. Assignability

The Commission shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the County, unless specifically contained in the Scope of Work.

4. Compensation and Method of Payment

The County will pay the Commission for the services provided hereunder, a lump sum price for work provided to the County by the Commission staff. All travel costs will be incurred by the Commission. Such travel will include periodic site visits around the County as needed.

The total of services is a lump sum price of \$10,000 and is described on page 4, Exhibit A, Scope of Services.

The Commission will issue two invoices to the County, one for \$5,000.00 before June 30, 2018 and the other one for \$5,000.00 when services are complete in the 2018-2019 fiscal year. The County will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

5. Termination of Contract

The Commission may terminate this contract for any reasons associated with its workload, time constraints, and the like. If the Commission feels that it cannot complete the work for any of the aforementioned reasons, it shall have the right to terminate this contract by giving written notice to the County of such termination forty-five (45) days before such effective date.

The County may also terminate this contract at will by giving written notice to the Commission of such termination forty-five (45) days before the effective termination date.

6. Changes

The County may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the County and the Commission, shall be incorporated as written amendments to the Contract.

7. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

8. Access to Records

The Commission shall have access to all pertinent records of Martin County to assist Commission staff in providing mapping and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

9. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the County.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By: _____
Bryant Buck, Executive Director
Mid-East Commission

By: _____
David Bone, Manager
Martin County

Date: _____

Date: _____

Attest: _____

Attest: _____

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

Signed: _____
Finance Officer

EXHIBIT A

SCOPE OF SERVICES

For consideration of the lump sum as set forth below, the Mid-East Commission will make available to Martin County, the following GIS Mapping Services related to the Local Update of Census Addresses (LUCA):

PROFESSIONAL SERVICES:

The purpose of the Census is to “conduct a census of population and housing and disseminate the results to the President, the States, and the American People.” The main purpose of the LUCA (Local Update of

Census Addresses) is to identify and update the Census address list and GIS shapefiles in order to provide all residents with the 2020 Census.

Census Bureau data is used for a variety of purposes. Most importantly for Martin County, Census data is used for distribution of federal dollars, meaning that most grant programs that utilize federal dollars rely on Census data to determine eligibility. For this reason, ensuring accurate Census data is vital to Tier 1 Counties such as Martin.

The Mid-East Commission will assist Martin County with the LUCA operation with certified, professional GIS staff for the project.

Partial update of Martin County address points and LUCA addresses

- Includes update of address points and LUCA addresses for new construction that has occurred since the last Census in 2010.
- Includes update of address points and LUCA addresses for parcels with multiple structures on one parcel (these are more likely to have addressing issues).
- Includes update of address points and LUCA addresses for other Census identified priorities, such as apartment buildings, group quarters, prisons, mobile home parks, etc. (these are also more likely to have addressing issues).
- Other addresses would be verified for LUCA using Martin County's existing data.
- Total cost for this option is \$10,000. This amount will be split over two fiscal years.

Budget Amendments

Budget Amendment # 36

Finance Director Cindy Ange stated the Statewide Misdemeanant Confinement Program (SMCP) manages the housing, transportation, and medical expenses of state inmates convicted of a misdemeanor crime, including DWI, and sentenced to more than 90 days to be served in county jails. County jails may volunteer available space in local facilities to house Program inmates. Counties are reimbursed for expenses related to housing from the Statewide Misdemeanant Confinement Fund. The North Carolina Sheriffs' Association manages the day to day operations of the program.

Martin and Bertie Counties, along with the Regional Jail, participate in the SMCP. Housing funds are reimbursed to the Bertie Martin Regional Jail, while mileage and transportation hours are reimbursed to the Counties.

Last fiscal year, due to a change in staff at the Sheriffs' Association, Martin County began receiving funds for housing that should have been reimbursed to the Bertie Martin Regional Jail. This budget amendment would allocate the funds to the Jail.

BUDGET ORDINANCE AMENDMENT-36

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		
Regional Jail	\$9,640	

This will result in an increase of \$9,640 in the expenditures of the General Fund. To provide an increase in the revenues for the above, the following revenues will be changed.

Appropriated Fund Balance	\$9,640
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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 Vice Chairman Bowen and SECONDED by Commissioner Bond to adopt the above budget ordinance amendment this 9th day of May 2018. The Board APPROVED the motion unanimously.

Budget Amendment # 37

Finance Director Ange reiterated LUCA, or “Local Update of Census Addresses”, is the only opportunity offered to tribal, state, and local governments to review and comment on the U.S. Census Bureau's residential address list for their jurisdiction prior to the 2020 Census.

Census data is used to determine eligibility and distribution of federal dollars to Martin County for most federal grant programs. For this reason, ensuring accurate census data is vital to Martin County.

A Local Update of Census Addresses (LUCA) identifies and updates the Census address list and GIS shapefiles in order to provide all residents with the 2020 Census.

The Mid-East Commission would conduct the LUCA operation with certified, professional GIS staff for the project for \$10,000. The approval of a contract with the Mid-East Commission was also on tonight’s agenda.

BUDGET ORDINANCE AMENDMENT-37

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 Commissioners	\$10,000	

This will result in an increase of \$10,000 in the expenditures of the General Fund. To provide an increase in the revenues for the above, the following revenues will be changed.

Appropriated Fund Balance	\$10,000
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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 9th day of May 2018. The Board APPROVED the motion unanimously.

BOARD REPORTS / COMMISSIONERS' COMMENTS

Commissioner Smith suggested County Manager Bone look into the Harbor Town Project grant, a collaborative infrastructure effort between several eastern North Carolina counties. Funding provided by several universities and institutions. Commissioner Smith stated Dr. Nicholas Didow, Professor of the UNC School of Government, has been instrumental in the project.

County Manager Bone stated there were also two regional initiatives in the making with Golden Leaf.

RECESS – A short recess was taken before proceeding with the Closed Sessions.

CLOSED SESSIONS

N C G. S. §143-318.11(a) (5) Contract Negotiations

N C G. S. §143-318.11(a) (6) Personnel

Around 8:20 p.m., Commissioner Smith made the MOTION to enter Closed Sessions in pursuant of N C G. S. §143-318.11(a) (5) Contract Negotiations and NC G.S. §143-318.11(a) (6) Personnel, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

Around 9:10 p.m., Vice Chairman Bowen made the MOTION to end Closed Session in pursuant of N C G. S. §143-318.11(a) (5) Contract Negotiations and NC G.S. §143-318.11(a) (6) Personnel, with a SECOND by Commissioner Bond. The Board APPROVED the motion unanimously.

OPEN SESSION

In Open Session, Chairman Lilley stated no action would be taken regarding the Closed Session discussion, at this time.

ADJOURNMENT

With no further business to discuss, Vice Chairman Bowen made the MOTION to adjourn at 9:11 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, June 13, 2018 at 7:00 p.m. in the Commissioners' Board Room of the Martin County Governmental Center, 305 East Main Street, Williamston, North Carolina.

Elmo "Butch" Lilley, Chairman

Marion B. Thompson, NCCCC, NCMCC
Clerk to the Board