

March 8, 2017

The Martin County Board of Commissioners met in Regular Session on Wednesday, March 8, 2017 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 Officer/Deputy Clerk Cindy Ange.

Chairman Lilley called the meeting to order at 7:00 p.m. Commissioner Bond led the pledge of allegiance. Commissioner Smith provided the invocation.

Chairman Lilley welcomed everyone and recognized elected officials, Parmele Mayor Jerry McCrary, Parmele Commissioner Glenda Barnes, Sheriff Dan Gibbs and Bear Grass Mayor Charlotte Griffin.

AGENDA APPROVAL

The Board was asked to approve the agenda as revised with the inclusion of the Single-Family Rehabilitation (SRF) Funding Agreement with North Carolina Housing Finance Agency.

Vice Chairman Bowen made the MOTION to approve the agenda, as revised with the addition of the SFR Agreement to the Consent Agenda, with a SECOND by Commissioner Bond. The motion was unanimously APPROVED.

PUBLIC COMMENTS

Mr. Dennis Dink Mills, 1090 Oakview, Williamston, NC, addressed the Board regarding cleaning up a living area close to his, in a neighbor's front yard, which is an eyesore. It seemed six to seven cars are being stored behind a barbwire fence. Mr. Mills shared pictures with the Board of the current situation. Mr. Mills stated after talking to the Williamston Planning Board/Board of Adjustments ETJ, he was told the barbwire fence was illegal for this area, and the owner would be required to remove the fence. However, the Williamston Planning Board/Board of Adjustments ETJ stated it was not authorized to require the removal of the cars or anything else.

Mr. Wilson Fairall, 1399 Poplar Point Rd, Williamston, NC suggested the purchase of lockboxes for keys for emergency access to homes. Mr. Fairall stated recently, an acquaintance of his fell at home and could not get up. Fortunately, the telephone was near and assistance arrived shortly, after 911 Communications was called. Emergency responders were forced to make a hole in the door to gain access to unlock the door.

Mr. Fairall solicited support from the Board in providing lockboxes for keys, which would allow emergency access to homes for citizens of Martin County that needed it. Mr. Fairall stated he

was informed by the Williamston Fire Department that the Towns of Williamston and Bear Grass provided such a service.

Mr. Fairall suggested the County purchase the lockboxes for distribution, so all citizens could be afforded this protection. Mr. Fairall stated another approach would be to ask local real estate companies or businesses to donate some of the lockboxes, and the County could provide the rest.

CONSENT AGENDA

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

1. **Minutes** for February 8, 2017, Regular and Closed Sessions.
2. **Financial Report** for January 2017 included for informational purposes.
3. **Tax Refund Request** – February 2017

Mrs. Sharon Lyall (Account #22341, Parcel #07-03316) requested a refund for a double billing on a commercial sign, on behalf of Redco Properties, Inc. Tax Assessor Elisha Hardison verified that the sign had been billed on the same account as real estate property, and as business personal property.

Per General Statute §105-381 (a)(1), Martin County may refund the current year plus 5 additional years. The refund amount would be \$1,950.00, plus any interest. Redco Properties, Inc. requested the refund be mailed to its attention, since the taxes had been paid in full.

4. **Tax Relief Orders – February 2017**

| <u>Year Levy</u> | <u>Lname</u> | <u>Fname</u> | <u>Reason</u> | <u>Value</u> | <u>Total</u> |
|------------------|--------------|--------------|-------------------|--------------|--------------|
| 2016 | Cherry | Mildred | Error in Landfill | | 172.00 |
| 2016 | Chesson | Michael L | Double List | | 486.76 |
| | | | | Total | \$ 658.76 |

5. **Tax Collector’s Report – February 2017**

| Category | February | February Y-T-D |
|----------|-----------------|---------------------|
| 20 | \$220,518.39 | \$8,075,218.78 |
| 25 | <u>9,571.06</u> | <u>3,949,007.82</u> |
| | \$230,089.45 | \$12,024,226.60 |
| 30 | <u>90.11</u> | <u>2,734.38</u> |
| | \$90.11 | \$2,734.38 |
| | \$230,179.56 | \$12,026,960.98 |

6. Board Appointments/Reappointments/Resignations

a. Bear Grass ETJ Planning & Zoning

On behalf of the Bear Grass ETJ Planning & Zoning Board, Mayor Charlotte Griffin asked that the Martin County Board of Commissioners reappoint Mr. Derek Price for another three year term which would expire March 31, 2020.

b. Equalization & Review Board

As per Statute 105-322 (e), Tax Assessor Elisha Hardison wanted to start the Equalization and Review Board sessions on Monday, April 3, 2017 at 5 p.m. Two additional E & R Board sessions were scheduled for April 10, 2017 at 5 p.m. and April 17, 2017 at 5 p.m. The meetings would be held in the Martin County Board of Commissioners Room.

The five current E & R Board members had been contacted and four had agreed to continue serving, if approved: Mr. Kay Pittman, Mr. Hugh Kennedy, Mr. Donald White and Mr. Tracy Gurganus.

Ms. Ella Thigpen served well but expressed a desire to discontinue her service on the E & R Board.

Staff requested the appointment of Ms. Anita Whitehurst, who had shown an interest in serving on the Martin County E & R Board. Ms. Whitehurst possesses experience in Tax Collections and owns property in the Jamesville area of Martin County.

Statutorily, the Board was required to appointment a Chairman and a Vice Chairman, as well. Staff recommended the Board reappoint Mr. Kay Pittman as the Chairman, and Mr. Hugh Kennedy as the Vice Chairman.

7. Request to Advertise 2016-17 Liens on Unpaid Taxes

Martin County Tax Collector Christie Blevins reported the total of unpaid 2016-17 taxes that are liens on real property as of February 6, 2017 to be \$2,113,149.09. Tax Collector Blevins requested and received the approval of the Board of Commissioners to advertise said unpaid taxes for 2016-2017 in the Enterprise and Weekly Herald newspaper on April 7, 2017 or as soon as is possible thereafter, according to NC G. S. § 105-369 of the Machinery Act of North Carolina.

8. Declare Canine Rony Surplus Property

The 2015 Session of the General Assembly of North Carolina ratified and approved HB 550 on July 18, 2016 regarding service animal's retirement from public service.

HB 550 is an act to authorize ownership of service animals owned by the state or a unit of local government to be transferred to the service animal's handler or other specified persons upon the service animal's retirement from public service.

N C G. S. §20-187.4(a)(1) states “upon determination that any service animal is no longer fit or needed for public service, the State or unit of local government may transfer ownership of the animal at a price determined by the State or unit of local government and upon any other terms and conditions as the State or unit of local government deems appropriate, to any of the following individuals, if that individual agrees to accept ownership, care, and custody of the service animal: the officer or employee who had normal custody and control of the service animal during the service animal's public service to the State or unit of local government”.

Canine Rony was donated to the Sheriff’s Office when a South Carolina Police Department terminated its Canine Unit. Martin County did not invest any money in the acquisition of the Rony.

Sheriff Dan Gibbs asked the Board to declare Canine Rony surplus property and to transfer Canine Rony to Sergeant Andy Beacham for the sum of \$1. Sheriff Gibbs would also like to present a plaque recognizing the retirement of Canine Rony. All expenses related to Rony from March 1, 2017, and beyond would become the responsibility of Sergeant Beacham.

Current County policy gives the authority of disposing of personal property valued at less than \$20,000 to the County Manager and Finance Officer. However, in the case of the service animal of fallen Deputy Charlie Brown, the Board of Commissioners approved declaring the dog surplus, and H-2 was given to the family of Deputy Brown.

The Board approved declaring Rony, the dog, surplus, as part of the Consent Agenda.

9. Single-Family Rehabilitation Funding Agreement with NC Housing Finance Agency

Project Engineer Mike Barnette, of McDavid Associates, prepared a grant application on behalf of Martin County for the North Carolina Housing Finance Agency Single Family Rehab Loan Pool funds available to assist persons affected by recent disasters.

This application was submitted, approved, and an initial amount of \$150,000 was set aside for Martin County, with access to additional funds at a later time. This program is somewhat consistent with the SFRLP15 program McDavid Associates is currently managing for the County.

The North Carolina Housing Finance Agency Single Family Rehab Loan Pool – Disaster Recovery funding agreement was received in the mail for execution, on Monday, March 6, 2017.

The Board approved the North Carolina Housing Finance Agency Single Family Rehab Loan Pool – Disaster Recovery funding agreement, and authorized County Manager Bone to execute all documents regarding the Single Family Rehab loan, as part of the Consent Agenda.

10. Clerk Report included for informational purposes.

INTRODUCTION OF NEW EMPLOYEE (S)

Social Services/Transit Director Susan Davenport introduced newly promoted Income Maintenance Caseworker Supervisor Lisa Watson, who in turn introduced new full-time employee, Income Maintenance Caseworker Katesha Downing.

The Board congratulated Ms. Watson on her promotion, and welcome Ms. Downing to the Martin County workforce family.

PRESENTATION(S)

Present Retired Canine Rony & Plaque to Sergeant Andy Beacham

As requested by Sheriff Dan Gibbs, the Board declared retired dog, Canine Rony, surplus property for the transference to Sergeant Andy Beacham for the sum of \$1, as part of the Consent Agenda.

Reportedly, Sergeant Beacham and Canine Rony have been very successful in the apprehension of wanted persons, the detection of illegal narcotics and in locating missing persons. Unfortunately, after many years of service, it has been determined that Canine Rony was suffering from hip dysplasia – arthritis in the hips.

Sheriff Gibbs presented a plaque in recognition of the commendable service of Sergeant Andy Beacham and Canine Rony, before transferring ownership of the dog to Sergeant Beacham.

Riverside Middle School, Kinetic Knights Robotics Team, First LEGO League (FLL) State Champions

The Riverside Middle School (RMS) Kinetic Knights Robotics Team won the 2016-2017 First LEGO League (FLL) State Championship in the Team Research Project Presentation at North Carolina Agriculture and Technological State University (NC A & T) in Greensboro, on January 14, 2017.

The First LEGO League is an international robotics program for 9 to 16 year olds, designed to challenge students to experiment, create, and incorporate science and technology principles taught in the classroom, while gaining valuable lifetime skills in the process.

The Riverside Middle School (RMS) Kinetic Knights Robotics Team was invited to the March 8, 2017 meeting, and a resolution was created for presentation in recognition of the outstanding accomplishment.

Additionally, Martin County Schools STEM Coordinator Tonya Little was commended for being recognized as the Outstanding Volunteer of the Year, at the State tournament.

Vice Chairman Bowen made the MOTION to approve the resolution for presentation as shown below, with a SECOND by Commissioner Ayers. The motion was APPROVED unanimously.

The Board extended congratulations to the RMS Robotics team. Commissioner Bond recognized the group on receiving a \$2,000 grant to continue the program. Vice Chairman Bowen commented it was good to honor the minds of students, as well as their athletic ability. Gratitude and praise were also extended to the parents, grandparents, family and friends of the Robotics Team.

RESOLUTION RECOGNIZING
THE RIVERSIDE MIDDLE SCHOOL
KINETIC KNIGHTS ROBOTICS TEAM
2016-2017 FIRST LEGO LEAGUE STATE CHAMPIONS

Whereas, the County of Martin and the Martin County Board of Commissioners takes extreme pride in recognizing the accomplishments of students in Martin County; and

Whereas, the Riverside Middle School (RMS) Kinetic Knights Robotics Team won the 2016-2017 First LEGO League (FLL) State Championship at North Carolina Agriculture and Technological State University (NC A&T) in Greensboro, on January 14, 2017; and

Whereas, the First LEGO League is an international robotics program for 9 to 16 year olds, designed to challenge students to experiment, create, and incorporate science and technology principles taught in the classroom, while gaining valuable lifetime skills in the process; and

Whereas, after having competed against 20 teams at the First LEGO League Regional Qualifying Competition held in Newport on November 17, 2016, and winning 1st place in both the Project Presentation and the Robotics Competition, the RMS Robotics Team competed against 60 teams at the state level and won 1st place in the Team Research Project Presentation: and

Whereas, for their presentation, the RMS Robotics Team chose a skit using Wile E. Coyote and Road Runner (infamous Looney Tunes carton icons) to demonstrate an innovative means to monitor and control the growing coyote populations in northeastern North Carolina; and

Whereas, this championship brings statewide recognition and distinction to all of Martin County, and further continues the spirit of hard work, commitment, determination, excellence and healthy competition, which is a tradition in Martin County Schools.

Now Therefore, Be It Resolved that the Martin County Board of Commissioners hereby commends and publicly recognizes and records this resolution into the permanent records of Martin County archives.

*Students/Team: Nelson Angeles, Robert Augburn, Divya Chawla, Ryan Leggett, Noah Lynch,
Destiny Martin, Joseph Moran, Morgan Parker, Jailyn Rondeau, Alexander Santos,
Osvaldo Santos, Dominic Savary, and Kayden Williams*

*Coaches/Teachers: Franklin G. Scott, Jr. and Sarah Delph
Outstanding Volunteer: STEM Coordinator Tonya Little*

Adopted this the 8th day of March, 2017.

Elmo "Butch" Lilley, Chairman

Attest:

Marion B. Thompson, NCCCC
Clerk to the Board

Trillium's Health Resources Annual Report, Budget Reductions & Resolution of Support Request

In a letter, CEO Leza Wainwright stated over the past two fiscal years, the General Assembly has reduced State funding for mental health, substance use disorder and intellectual/developmental disability services by \$263.7 million and require those reductions to be filled using Local Management Entity/Managed Care Organizations (LME/MCO) one time savings.

Northern Regional Director Bland Baker gave an overview of the annual report and also provided an update on the reductions and the direct impact the cuts are having on the services Trillium provides. Reportedly, the funding needed for such services and supports have been increasing due to North Carolina's increasing population and the opioid epidemic in our State.

Regional Director Baker stated the current formula the NC General Assembly uses, which tags the reduction to cash balance as of June 30, 2015, has been unfair to Trillium. A reinvestment plan has been implemented by Trillium, which has resulted in its cash balance decreasing relative to the other LME/MCOs.

- At June 30, 2015, the Trillium cash balance was 15.11% of the statewide total, so Trillium received 15.11% of the \$110.8 million reduction for SFY 2015-16.
- At June 30, 2016, the Trillium cash balance was only 13.13% of the statewide total, but since the formula was not adjusted, Trillium still received 15.11% of the \$152.8 million reduction. This resulted in an additional reduction of \$3 million to Trillium.
- As of October 31, 2016 (the latest statewide numbers available), Trillium's cash balance was down to 11.61% of the statewide total, meaning Trillium's share of the 2016-17 reduction was actually \$5.3 million more this year than Trillium's "fair share".

Regional Director Baker added in June 2014, Trillium had approximately \$10.3 million in state fund balance. By June 2016, the state fund balance was completely exhausted. Trillium has had to use unrestricted Medicaid fund balance to assure services have continued. If all continues as is, by July 1, 2017 unrestricted Medicaid fund balance may be less than \$3 million.

Regional Director Baker stated Trillium prepared a Resolution of Support for Adequate Funding to Meet the Mental Health, Intellectual and Developmental Disabilities, and Substance Use Disorder Service Needs for Citizens of Martin County, and would be asking all twenty-four counties within the LME/MCO service area to support and adopt the resolution.

After receiving the presentation, the Board of Commissioners was asked to adopt the resolution.

Commissioner Smith made the MOTION to approve the Trillium Resolution of Support for Adequate Funding as presented below, with a SECOND by Vice Chairman Bowen. The motion was APPROVED unanimously.

Resolution of Support for Adequate Funding
to Meet the Mental Health, Intellectual and Developmental Disabilities, and Substance Use
Disorder Service Needs for Citizens of Martin County

WHEREAS, Martin County knows that citizens dealing with mental illness and substance use disorders can achieve recovery with the appropriate services and supports and that citizens with intellectual and developmental disabilities can live productive lives in our communities with similar services and supports; and

WHEREAS, the funding needed for such services and supports is increasing due to North Carolina's increasing population and the opioid epidemic in our State; and

WHEREAS, Martin County is a member of Trillium Health Resources, a twenty-four county LME/MCO serving eastern North Carolina; and

WHEREAS, in accordance with the intent of the NC General Assembly and the NC Department of Health and Human Services, the Board of Trillium Health Resources has developed and is implementing a robust reinvestment plan to use savings that is benefiting the citizens of Martin County with such enhancements as accessible playgrounds, Access Point Kiosks, and new evidenced-based services; and

WHEREAS, the North Carolina General Assembly has made significant budget reductions in State funding for the past two years; and

WHEREAS, the formula used to allocate the reduction statewide in the current fiscal year was based on 2015 information which has resulted in a disproportionate reduction to Trillium Health Resources; and

WHEREAS, these budget reductions can no longer be absorbed by Trillium Health Resources without jeopardizing services to Martin County citizens, negatively impacting the lives of people in need of service as well as potentially impacting the local economy through job loss;

NOW, THEREFORE BE IT RESOLVED that we, the Martin County Board of Commissioners do hereby request that the North Carolina General Assembly:

- Maintain full State funding for mental health, developmental disabilities and substance abuse services without further reductions; and
- Allow Trillium Health Resources to continue to use its savings to reinvest in enhanced services in our communities rather than having to use that funding to replace State budget reductions; and
- Modify the formula by which any future reductions in funding are allocated, if such reductions must be made, to ensure the reduction is fairly distributed statewide.

ADOPTED this 8th day of March, 2017.

Elmo "Butch" Lilley, Chairman

Attest:

Marino B. Thompson, NCCCC
Clerk to the Board

Volunteers of America Supportive Services for Veterans and Families (SSVF)

Rocky Mount Team Leader Tina Rodgers explained Volunteers of America was a national faith based organization. The North Carolina branches were awarded the Veterans Affairs Supportive Services for Veteran Families (SSVF) program grant in 2013. Now, veterans in the following 27 North Carolina counties have access to the services offered by VOA-SSVF: Alamance, Caswell, Chatham, Durham, Franklin, Granville, Harnett, Johnston, Lee, Person, Orange, Randolph, Rockingham, Wake, Bertie, Edgecombe, Martin, Nash, Northampton, Halifax, Hertford, Pitt, Vance, Warren, Washington, Wayne, and Wilson.

Team Leader Rodgers commented Volunteers of America SSVF program goal is "to promote housing stability among very low-income Veteran families who "but for" case management services and in some cases temporary financial assistance would not have housing stability. While encouraging Veterans' personal strengths, SSVF uses a housing first approach designed to produce an immediate desired result: housed Veterans and their families. By connecting veterans to resources and services the SSVF staff seeks to prevent homelessness. When homelessness does occur Volunteers of America makes it a mission that such an episode is short-lived."

Veteran eligibility includes:

- Veteran with a discharge other than dishonorable
- A single person or family in which the head of household, or the spouse of the head of household is a Veteran
- Very low income of less than 50% of the area median
- Currently, homeless or currently residing in permanent housing and in danger of becoming homeless (restrictions apply)
- Timing out of transitional housing

Martin County Veterans Officer Theodosia Robinson and NC Works Career Center Veteran Employee Consultant Wayne Bray partner with Volunteers of America to provide services for those veterans in need.

Mr. Bray stated a Point-in-Time Count is taken every fourth Wednesday of January to provide a snapshot of Martin County's homeless population, including veterans. At that time, ten (10) to fifteen (15) were counted, with two (2) being unsheltered.

Mr. Bray explained the Point-in-Time Count is an important effort that ensures the voices of people experiencing homelessness in the community are heard and efforts are made to provide

appropriate services. It also helps communities develop more effective plans and measure progress toward ending homelessness.

March NCACC Video Update

The NC Association of County Commissioners March video update was shown at the monthly board meeting. Six NCACC District meetings have been planned in various locations during the month of April 2017. County Assembly Day will take place on May 10, 2017 in Raleigh, NC at North Carolina Museum of History, which would be a change from the previous location, the Quorum Building.

OLD BUSINESS – None

NEW BUSINESS

Adult & Aging Service Department Agreement with ECU Concerning Interns Field Program

Adult & Aging Services Director Charmaine Hardison reached-out to the East Carolina University (ECU) School of Social Work concerning the development of a possible relationship to facilitate internship experiences for both undergraduate and graduate degree students. The ECU School of Social Work oftentimes has students who desire to complete their field experiences with adult services agencies.

Currently, ECU works with both undergraduate and graduate students in such placements. ECU undergraduate students working on their Bachelor's degree in Social Work (BSW) are in the field every Tuesday through Friday for 32 hours a week. Graduate students working on their Master's Degree in Social Work (MSW) are in the field every Wednesday through Friday for 24 hours weekly.

BSW students complete a one semester generalist practice internship. MSW students have two internships, Foundation (one semester) and Advanced (two semesters). Semesters are 14 weeks long, running August to December and January to May. All social work student interns have a weekly field seminar class. ECU places students in the agencies that best fit their needs.

Students assigned to Martin County under this arrangement would not be deemed employees or agents of Martin County or the University. Martin County would not be responsible for payment to students of any salary, wages or employment-related benefits.

A social work intern can be utilized in ways such as with case management, outreach, resource development, groups, and help with grant writing. Other duties can include: interviewing and counseling individuals, families, and groups; assessing needs and developing response plans; referring clients to professional or community services; and coordinating responses between civic, religious, governmental, and other organizations.

Martin County would be required to ensure the student had a meaningful learning experience during his/her placement and would be given supervision for one hour a week by a BSW/MSW leveled social worker or AASD Director. If a BSW/MSW social worker or AASD Director could

not provide the one hour of supervision, the school would be responsible for providing this service.

Social Services/Transit Director Susan Davenport stated the Department of Social Services has a similar agreement with several high schools, community colleges and universities. Some of the students have returned and become valuable employees in DSS, after earning their degree.

Commissioner Smith commended DSS Director Davenport for her willingness to hire students born and raised in Martin County.

AASD Director Hardison concluded by saying to begin the process, ECU needed to implement an Affiliation Agreement between Martin County and the ECU School of Social Work. More than a formality, these agreements would provide clarification that strengthens the collaboration between the university and agency.

The Board of Commissioners was asked to approve the agreement. Commissioner Smith made the MOTION to approve the Affiliation Agreement between Martin County and the ECU School of Social Work as presented below, with a SECOND by Commissioner Bond. The motion was APPROVED unanimously.

AGREEMENT BETWEEN

Martin County Adult & Aging Services Department

AND

EAST CAROLINA UNIVERSITY

This Agreement is made and entered into as of the date of the last signature below, by and between Martin County Adult & Aging Services Department (hereinafter referred to as the Agency) and East Carolina University (hereinafter referred to as the University).

Whereas, the Agency desires to enrich the School of Social Work's training program through an educational relationship with the University and its students; and

Whereas, the University desires to provide appropriate clinical learning experiences to its students enrolled in the School of Social Work program.

Now, therefore, the Agency and the University hereby agree as follows:

1. MUTUAL RESPONSIBILITIES:

- a. The University and the Agency shall mutually agree to a schedule of student assignments to the Agency, including the number of students and the time periods of assignment. The maximum number of students accepted at the Agency for assignment to a clinical area shall be determined by the Agency. The University will provide information to the Agency prior to the initiation of the clinical education experience, including but not limited to, dates of assignment, number of students, names and other pertinent information about each student, the University's objectives for the clinical education

experience, suggested curriculum outlines, and prior clinical experiences of the students, if any.

- b. The University and the Agency shall each appoint a designated representative to coordinate the clinical education experience and to work with the University's instructors and students to facilitate a meaningful learning experience.
- c. Each party shall keep the other informed of changes in curriculum, program, and staff which may affect the clinical education experience.
- d. The Agency shall have the right to remove and/or exclude a student or faculty member from the Agency in the event that the Agency determines that individual is not performing satisfactorily or is interfering with the Agency's operations; provided, however, that the person has been made aware of the intent to release him/her and has been given the opportunity to respond prior to the release. In the event the Agency elects to exclude a student or faculty member, it shall immediately notify the University.
- e. There shall be no discrimination on the basis of race, religion, age, color, creed, sex, national origin, or physical disability in either the selection of students for clinical practice or as to any aspect of the clinical practice experience; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.
- f. Students assigned to the Agency under this Agreement shall not be deemed employees or agents of the Agency or the University by reason of such assignment. Neither the Agency nor the University shall be responsible for payment to students of any salary, wages or employment-related benefits, including but not limited to workers compensation benefits.
- g. The costs of first aid or emergency care provided by the Agency to any of the University's students for illness or accidents occurring to those persons while on the property of the Agency shall not be the responsibility of the Agency or the University, but rather, shall be the responsibility of the student. The costs of first aid or emergency care provided to the University's faculty members shall be the responsibility of the faculty member and shall not be borne by the Agency, and shall not be borne by the University except as required by law.

2. UNIVERSITY RESPONSIBILITIES:

- a. The University shall retain responsibility for a student's education and appropriate disciplinary measures and for arranging for the student an appropriate clinical learning experience.
- b. Insurance. During the term of any student's participation in a clinical education experience under this Agreement, the University shall secure and maintain or cause such students to secure and maintain professional liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

- c. The University shall periodically provide, upon request by the Agency, written communication to the Agency regarding the Agency's performance in providing clinical education experiences, and such communication shall include information on the student's evaluations of their experiences at the Agency.
- d. The University shall keep on file and make available upon request to all assigned students a copy of this Agreement.
- e. Notwithstanding any other provision of this Agreement, the liability of University, as an agency of the State of North Carolina, for any injury or damage arising out of this Agreement or University's performance thereof is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. §143-291, *et. seq.* ("Act"). University does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent the University.

3. AGENCY RESPONSIBILITIES:

- a. The Agency shall provide the premises and equipment (including conference room space to the extent possible) necessary for the student's clinical education experience.
- b. The Agency shall provide the student and faculty member access to first aid and emergency care for illness or accidents occurring to these persons while on the property of the Agency. The Agency shall be entitled to make a reasonable charge to the student for such first aid and emergency care services; faculty may be charged in accordance with section 1 g., above.
- c. The Agency will provide to the designated University's representative, a risk assessment following reported exposures to communicable diseases.
- d. The Agency will provide the University a mid-term and final evaluation of student performance and progress.
- e. The Agency shall maintain responsibility for patient care while cooperating with the University faculty in making selected learning experiences available to students.
- f. University has determined that Agency is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If University provides Agency with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Agency hereby certifies that collection of this information from University is necessary for Agency's duties and responsibilities under this Agreement. Agency further certifies that it shall maintain the confidential status of the education records in their custody, and that it shall maintain the personally identifiable information as directed by FERPA. Failure to abide by legally applicable University measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Agency for a period of at least five (5) years from the date of the violation. If Agency experiences a breach relating to this information or if Agency re-discloses this information, Agency shall immediately notify

University. To the extent allowed by law, Agency shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Agency pursuant to this Agreement.

- g. The Agency shall inform all assigned students of any other policies and procedures the Agency has established. The students shall comply with these rules, regulations, and policies at all times during the clinical education experience.
- h. The Agency shall indemnify and hold University, its trustees, officers, employees and agents harmless for any and all claims, loss, liability, demands, or damages, including attorney fees and court costs, due to the negligent acts of its employees or agents in the performance of this Agreement.
- i. The Agency will provide the University with information concerning the Agency's policy on pre-placement requirements including but not limited to health checks and/or records, background checks and drug screenings. The Agency shall not be responsible for administering any checks or screenings or for any costs associated with pre-placement requirements.

4. GENERAL PROVISIONS:

- a. This Agreement shall last no more than three (3) years with annual reviews by the University and the Agency. This Agreement shall remain in effect until it terminates or is canceled at any time by either party upon not less than ninety (90) days written notice. . However, any students who have commenced their program at the date of termination may complete their program.
- b. Any written communication or notice pursuant to this Agreement shall be made to the following representative of the respective parties at the following addresses:

For the University:

Contact: Director of Field Education
Address: College of Health and Human Performance
ECU School of Social Work
221 Rivers Building Mail Stop 132
Greenville, NC 27858
Telephone No.: (252) 328 – 4383 Fax No: (252) 328 – 2951

For the Agency:

Agency Name: Martin County Adult & Aging Services Department

Contact: Charmaine Hardison, Director

Address: P O Box 1023, 201 Lee Street, Williamston, NC 27893

Telephone No.: 252-792-1027

Fax No.: 252-792-9141

E-mail charmaine.hardison@martincountyncgov.com

- c. This Agreement contains the entire understanding of the parties and shall not be altered, amended or modified, except by an agreement in writing executed by the duly authorized officials of both the University and the Agency.
- d. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties, acting through their duly authorized officials, have executed this Agreement as of the date of the last signature below.

For the Agency:

Signature: _____

Title: Chairman, Martin County Board of Commissioners

Date: _____

For the University:

Signature _____

Title: _____

Date: _____

Reclassification of Tax Clerk Position to Tax /DMV Clerk Position

County Manager David Bone explained Martin County has been operating the License Plate Agency (LPA) since October 2009. Martin County is one of eleven counties operating LPAs, and currently owns the distinction of being the only county-run LPA offering every Department of Motor Vehicles service available including International Registration Plan (IRP) plates, "For Hire" license plates, and Wildlife Registration.

The Martin County LPA Office has become a regional LPA office, attracting customers from Martin County, as well as many other counties. Additionally, the Tax and Tag Together program implemented in October 2013 has further complicated the registration process.

County Manager Bone added the provision of adequate staffing for the LPA office has been an ongoing concern for Tax Collector Christie Blevins. Both the Tax Collector and Deputy Tax Collector provide support to the LPA office and work in the LPA office, as needed, although the amount of time has increased in recent years.

Martin County currently has a vacancy in a Tax Clerk position. Tax Collector Christie Blevins requested the reclassification of the Tax Clerk position (currently Grade 54) to a Tax-DMV Clerk position (suggested Grade 55), in an effort to address the issue.

The Board of Commissioners was asked to approve this reclassification. Vice Chairman Bowen made the MOTION to approve reclassifying the Tax Clerk position to Tax-DMV Clerk, with a SECOND by Commissioner Ayers. The motion was unanimously APPROVED.

Reclassification of Part-time Transit Driver Position to Part-time Office Assistant Position

Social Services/Transit Deputy Director Frank Halsey stated North Carolina refers to the network of coordinated public transportation programs as the Community Transportation Program (CTP). These entities, including Martin County Transit, provide public transportation to the general public and to clients of human services agencies such as the Department of Social Services. Martin County Transit is therefore classified as a Non-Emergency Medical Transportation (NEMT) provider.

Deputy Director Halsey explained there has been a change in the way Martin County Transit NEMT processes account receivables for the Medicaid recipient transports. Beginning on March 1, 2017, the billing for Medicaid recipients will be submitted directly to the Division of Medical Assistance (DMA) through the NC TRACKS system. MCT and DSS employees have been training for months to prepare for the change in the payment process for public transportation agencies.

In review of this major change, the MCT administration respectfully asked the Commissioners to reclassify one part-time Driver position to one part-time Office Support I position. The primary responsibility for this position would be to directly assist the Office Support III employee in entering the billing of invoices into the NC TRACKS system. Secondary, this employee would serve as back-up to two Office Support associates, in the absence of one or both. Regulations require at least one staff member in the office during operating hours.

Commissioner Smith made the MOTION to reclassify one part-time Driver position to one part-time Office Support I position, with a SECOND by Vice Chairman Bowen. The motion was unanimously APPROVED.

Transit SSPP Update Driver-Employee Training (Sections 1-7)

Social Services/Transit Deputy Director Frank Halsey stated to be eligible to receive Community Transportation Program (CTP) – Section 5311 funds, community transportation providers must fulfill several minimum CTP requirements, one being the annual adoption of the revised SSPP Manual available from the North Carolina Department of Transportation – Public Transportation Division. Martin County Transit is required to keep System Safety Program Plan (SSPP) policies current and visibly available in the MCT office, preferably in a binder.

The SSPP, the definitive operational practices guide for community transportation providers, has seven sections:

| | |
|-----|--|
| (1) | Driver – Employee Selection |
| (2) | Driver – Employee Training |
| (3) | Martin County’s Safety Data Acquisition & Analysis Plan and Safety Awareness Program |
| (4) | Drug and Alcohol Abuse Program (Section 4 was previously adopted on 12/16/2016) |
| (5) | Vehicle Maintenance Plan |
| (6) | Security Program |
| (7) | MCT Local Policy and Procedures (MCT Operational Handbook) |

On January 11, 2017, the KFH Group and Associates conducted a Compliance, Capacity, and Proficiency (CCAP) review of Martin County Transit operational practices. As a result, the KFH Group and Associates, as well as NCDOT-PTD, suggested multiple policy additions / revisions.

The previous adopted SSPP Manual (Sections 1 to 7) would be replaced by the revised version, once approved by the Board of Commissioners. Each Martin County Transit employee would receive a hard copy of the revised SSPP Manual (Sections 1 to 7), to put into their Martin County Transit notebook, at that time.

Vice Chairman Bowen made the MOTION to adopt the revised seven sections of the SSPP Manual, with a SECOND by Commissioner Smith. The motion was APPROVED unanimously.

Update of Auditing Contract with County Tax Services

Tax Assessor Elisha Hardison stated the North Carolina General Statutes requires each county to have a property auditing program. Under the provisions of N.C.G.S. 105-296 (a), the Tax Assessor is charged with the responsibility of listing and appraising all property located in an assigned jurisdiction. An audit program monitors business and personal property for accurate listing, ensures the tax burden will be distributed in a fair and equitable manner, encourages compliance by taxpayers, discovers unlisted and under listed personal property, and lets the taxpayers know there will be professionals in the County Tax Assessor’s office to assist at all times.

In dealing with business taxpayers, the Tax Assessor’s Office frequently encounters situations where negotiations will be done with corporate controllers, CPA's, lawyers, and other corporate officers. Successful interaction with these business professionals is critical in the auditing process.

Since the mid 1980’s, the use of contractors to assist counties in auditing business taxpayers has dramatically increased. Most of these firms operate on a flat fee basis; however, the service is also available on an hourly rate.

Martin County began a contractual relationship with County Tax Services Inc. (CTSI) on June 27, 2012 on a percentage basis of discovered tax base, and has had great success. CTSI provided an analysis of the auditing programs showing \$67,746,891 in property tax values were discovered by its firm on behalf of Martin County, since the contract’s inception.

Tax Assessor Hardison stated the General Assembly ratified House Bill 462 on July 12, 2012, whereas, the compensation schedule allowed for contract auditing was adjusted. HB 462 require that compensation for contract auditing services no longer be based in whole or in part by the county for services rendered on a contingent basis or any other basis related to the amount of tax, interest, or penalty assessed against or collected from the taxpayer; rather, it must be based on a flat fee or hourly schedule.

Contracts entered into on or after July 1, 2012 must take into consideration HB 462 provisions. So, Martin County's contract with CTSI needed be updated accordingly.

The Board of Commissioners was asked to review and officially approve the updated contract with County Tax Services. Vice Chairman Bowen made the MOTION to approve the updated agreement with County Tax Services as presented below, with a SECOND by Commissioner Ayers. The motion was APPROVED unanimously.

NORTH CAROLINA
MARTIN COUNTY

COUNTY TAX SERVICES, INC.
SERVICES AGREEMENT

This Service Agreement made and entered into this _____ day of _____, 2016, between the County of _____ Martin _____, (Hereinafter "COUNTY"), a political subdivision of the state of North Carolina, and County Tax Services, Inc. (Hereinafter "CTSI") a North Carolina Corporation having its registered office in Raleigh, North Carolina.

WITNESSETH

WHEREAS, COUNTY desires to obtain audit services on Business Personal Property Tax Listings as authorized by the North Carolina General Statutes; and

WHEREAS, CTSI agrees to provide said audit services for COUNTY pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises mutually herein exchanged, the parties agree as follows:

1. AUDITING SERVICES

CTSI agrees to provide to COUNTY auditing services on Business Personal Property Tax Listings.

CTSI will:

- A. Make copies of the Business Personal Property Tax Listings according to the Tax Administrator's instructions on accounts selected for audit.
- B. Prepare an introduction letter on COUNTY letterhead and provide the letter to the Tax Administrator for signature and timely mailing.

- C. Make an appointment with the selected businesses for a Business Personal Property Tax audit to be performed.
- D. Inform the Tax Administrator of the audit findings after the audit is completed, and provide adequate work papers to support all audits, whether there is a discovery or no discovery.
- E. Upon COUNTY approval of the audit, prepare a discovery letter pursuant to G.S. §105-312, a no discovery letter, or other letters as directed by the COUNTY, on COUNTY letterhead, together with a copy of the work papers, for the Tax Administrator's signature and mailing to the taxpayer.
- F. Agree to be accompanied by COUNTY personnel on any local audits to assist in training for ongoing audit activities.
- G. Answer all questions of COUNTY regarding any audit performed by CTSI and to assist the COUNTY in preparing for any appeal as provided in section 2 below.
- H. Maintain confidentiality of all taxpayer information and other information provided to it by the COUNTY to the extent required of the COUNTY under all applicable state and federal law.

2. AUDIT APPEALS

If any audit performed by CTSI enters the appeals process, CTSI will:

- A. Appear at meetings with taxpayers or their representatives concerning the information identified in the audit.
- B. Provide testimony and evidence at hearings before the County Tax Assessor, Board of County Commissioners, North Carolina Property Tax Commission or other appeal level hearing concerning the information identified in the audit.

3. CONSULTING SERVICES

- A. Consulting services include ANY services requested by COUNTY that are not required to complete an audit. This can include services on audits which have been finalized, but where additional information that was not covered in the original audit is requested by COUNTY. COUNTY AND CTSI SHALL AGREE IN WRITING AND IDENTIFY ALL COSTS AND SERVICES TO BE PERFORMED UNDER THIS SECTION PRIOR TO COMMENCEMENT OF THE SERVICE BY CTSI.
- B. CTSI will maintain an hourly time sheet on any consulting services performed for COUNTY to be billed to COUNTY on a monthly basis if this service is required.

4. RESPONSIBILITY OF COUNTY

COUNTY will:

- A. Make available to CTSI legible Business Personal Property Tax Listings for the purpose of making copies.
- B. Provide CTSI with COUNTY letterhead and envelopes.

- C. Sign and mail approved letters to the taxpayers in a timely manner.
- D. Provide postage for mailing audit correspondence from COUNTY to the taxpayer.
- E. Inform CTSI if any of the ongoing audits enter the appeals process or if any taxpayer sends COUNTY any additional information that may be vital to the audit.
- F. Provide the North Carolina Department of Revenue with the proper statement of confidentiality as required under the provisions of NCGS 105-296 for the personnel of CTSI.
- G. Provide to CTSI a notarized authorization letter giving authority to conduct audits on behalf of COUNTY.
- H. Compensate CTSI for AUDITING SERVICES and CONSULTING SERVICES performed under this Agreement as stated in Item 6, COMPENSATION.

5. TERM OF AGREEMENT

- A. This Agreement will become effective from the date of execution and will continue until cancelled by either party.
- B. This Agreement is cancelable at any time by either party upon thirty (30) days written notice.
- C. In the event of cancellation by either party, all audits assigned to CTSI as of the date of cancellation shall be completed by CTSI and all fees for completed audits shall be payable in accordance with the terms as provided by this Agreement.

6. COMPENSATION

For AUDITING SERVICES, as outlined in Section 1 and CONSULTING SERVICES, as outlined in Section 3 provided by CTSI under this Agreement, COUNTY agrees to compensate CTSI as follows:

A. AUDITING SERVICES

Fee Determination

For auditing services provided by CTSI, County will pay to CTSI a fee in accordance with the table and guidelines below.

| Size | *Total Tax Value per Current Listing | Fee per Acct# |
|------|--------------------------------------|---------------|
| S-0 | 1 - 49,999 | 400.00 |
| S-1 | 50,000 - 399,999 | 600.00 |
| S-2 | 400,000 - 999,999 | 1,000.00 |
| S-3 | 1,000,000 - 4,999,999 | 2,000.00 |
| S-4 | 5,000,000 - 14,999,999 | 6,000.00 |
| S-5 | 15,000,000 - 29,999,999 | 10,000.00 |
| S-6 | 30,000,000 - 49,999,999 | 10,000.00 |
| S-7 | 50,000,000 up | 10,000.00 |

*The fee paid will be based on utilizing the Total Assessed Value of the most current Business Personal Property Tax Listing form; except in the following cases.

In the event the COUNTY assigns CTSI an account whereby the taxpayer:

- 1) Has never provided a Business Personal Property Listing form
- 2) Has not provided a current year Business Personal Property Listing form
- 3) The taxpayer's Business Personal Property Listing form consists of a statement such as "Same as last year" rather than a completed listing

The compensation for items 1, 2 and 3 above, will be based on the most current tax years assessed value after the review has been completed. In as much as there would be no accurate way to determine a fair and reasonable compensation prior to the review.

Invoicing Procedures

If COUNTY has appropriated funds for audit services, as outlined in Section 1, CTSI will invoice the COUNTY thirty (30) days from the date of a discovery letter, no discovery letter, or other letter as directed by the COUNTY, informing the taxpayer of the audit findings. Invoices will be sent to the COUNTY on a monthly basis.

If COUNTY has NOT appropriated funds for the audit program the COUNTY will provide CTSI with copies of audited taxpayer's post-audit paid bills so that CTSI can generate invoices to COUNTY for services. If it is determined that the amount COUNTY has collected as a result of CTSI audits totals more than the total fees due up to that date then CTSI will invoice all audits completed up to that date. CTSI shall invoice COUNTY; Payment to CTSI for services provided under this Agreement will be due 30 days from the date of funds collected. Account assignments will be made until sufficient funds are collected by COUNTY as a result of CTSI audits to pay CTSI all fees for services rendered, or until COUNTY elects to discontinue making assignments for any reason thereafter and appropriates sufficient funds to pay CTSI for all outstanding fees for services rendered up to the effective date of termination.

B. CONSULTING SERVICES

For consulting services provided by CTSI under this Agreement, COUNTY will pay to CTSI One Hundred Dollars and No Cents (\$100.00) per hour. Consulting fees will be invoiced at the end of each month.

7. PROPRIETARY RIGHTS

COUNTY agrees that the proprietary rights to the computer database and spreadsheet systems that CTSI has developed for auditing Business Personal Property Tax Listings will remain the property of CTSI.

8. GENERAL

A. This Agreement will be governed by the laws of the State of North Carolina.

- B. This Agreement is not assignable, by either party, by operation of law or otherwise.
- C. Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.
- D. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.
- E. This Agreement including any attachments, will constitute the entire understanding between COUNTY and CTSI and will supersede all prior understandings and agreements relating to the subject matter hereof. Any modification, revision or amendment to this Agreement must be in writing and executed by both parties. This Agreement may not be orally modified.
- F. COUNTY acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

9. NOTICES

Notices to be given or submitted by either party to the other, pursuant to this Agreement, will be sufficiently given or made in writing and sent by certified mail, postage prepaid to:

CTSI: County Tax Services, Inc.
 3733 National Drive, Ste. 125
 Raleigh, NC 27612

COUNTY: Martin County
 P. O. Box 885
 Williamston, NC 27892

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement; COUNTY through _____, authorized to execute same by _____ and COUNTY TAX SERVICES, INC., signing by and through its duly authorized representative.

COUNTY TAX SERVICES, INC. COUNTY OF: Martin

BY: _____ (Seal) BY: _____

TITLE: _____ TITLE: _____

ATTESTED BY:

BY: _____

TITLE: _____

Informational Update – Architecture Services for the Martin County Regional 911 PSAP

County Manager Bone recalled the NC 911 Board awarded and Martin County accepted a grant of \$4,315,437 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 would also serve as a back-up and training facility for Bertie County Communications. The grant also would provide funding for the procurement and installation of Next Generation 9-1-1 technologies that would ensure all its citizens’ 9-1-1 needs were met. Additionally, the Board of Commissioners approved the addition of Pasquotank County to the project on January 18, 2017.

Request for Qualifications advertisements were ran and Staff interviewed four (4) architectural firms for the Martin County PSAP and Regional Back-up Center, on March 1, 2017.

- Becker Morgan (Wilmington)
- Oakley Collier (Rocky Mount)
- Schrader Group (Philadelphia) / Lyall Design Architects (Norfolk)
- Stewart-Cooper-Newall (Gastonia)

Based on the RFQ submittals and interviews, Staff recommended the County pursue a contract with the Schrader Group / Lyall Design Architects. The Schrader Group can be found online at <http://www.sgarc.com>, and Lyall Design Architects online at <http://www.lyall.com/>. Eastern Carolina Engineering, out of Camden, would also be included in the team, and can be found online at (<https://www.easterncarolinaengineering.com/>).

The Schrader Group designed the center for Dare County (which also will serve Hyde and Tyrrell). The Schrader Group also performed work for 911 centers in Fayetteville-Cumberland County, Richmond County and Mitchell County.

Communications Director Jason Steward and Tax Assessor Elisha Hardison participated in the interviewing process, along with County Manager Bone. Communications Director Steward stated he was also impressed with the Schrader Group’s knowledge of FEMA guidelines, the presence of its engineer and designer at such short notice, and the ways the Schrader Group demonstrated innovations for cost saving and access control.

The following was given as the estimated general timeframe for the project:

- | | |
|---|-------------------------------|
| • Schematic Design | May – July, 2017 |
| • Design Development | August – October 2017 |
| • Development of Construction Documents | November 2017 – February 2018 |
| • Bidding | March 2018 |
| • Construction | April 2018 – May 2019 |
| • System Integration | June 2019 |
| • Commissioning | July 2019 |
| • Migration | August 2019 |
| • Owner Occupancy | September 2019 |

The Board was not asked to take any action at the time.

Staff had asked the Schrader Group to submit a proposed agreement for services, in anticipation of the agreement being on the April 12, 2017 Board of Commissioners' meeting agenda. The Schrader Group was expected to provide an introductory presentation to the Board of Commissioners at the meeting, as well.

Commissioner Smith suggested consideration be given to a certain percent of minority contractors, when building a major project such as this. Commissioner Smith inquired as to whether the Schrader Group had a background in military construction project.

County Manager Bone assured the Board minority contractors would be considered. County Manager Bone stated the firm has a depth of knowledge, and a lot of experience in federal and private projects.

Informational Update – Engineering Services for Water District #1/Oak City Project

County Manager Bone explained Martin County recently received notification of a Drinking Water State Reserve (DWSR) grant award of \$1.476 million from the NC Infrastructure Authority to make water system improvements in Water District #1, namely in the Oak City area. The original lines were installed sometime in the late 1950's, with rehabilitation projects being done through the 1990's. The grant was funded 100% grant from the State Water Infrastructure Authority, with no County match required.

Martin County was required by state standards to seek engineering proposals. A deadline of March 1, 2017 was set for submittals. The three firms responded; The Wooten Company, Stroud Engineering, and The East Group.

County Manager Bone reviewed and scored the submittals based on the following criteria:

- Consultant's profile and experience with similar projects
- Project approach
- Project team experience
- Familiarity with locality

Based on the review of the submittals and the criteria listed above, County Manager Bone recommended the County enter negotiations with The Wooten Company.

The following was given as the general timeframe for the project:

- Complete Preliminary Engineering Report & Environmental Assessment June 1, 2017
- Complete Field Survey and Engineering Design May 1, 2018
- Obtain Permits September 4, 2018
- Advertise, Bid and Award Project January 4, 2019
- Complete Construction June 4, 2019

No action was requested at this time.

County Manager Bone had asked The Wooten Company to submit a proposed agreement for services, with the expectation of it being on the April 12, 2017 Board of Commissioners' meeting agenda.

Budget Amendment # 18

Finance Officer Cindy Ange stated Budget Amendment #18 would be the Capital Projects Ordinance Budget for the construction of the new Martin County 9-1-1 Communications Center. No local funds would be included in this project.

Commissioner Ayers made the MOTION to approve Budget Amendment #18, with a SECOND by Commissioner Bond. The motion was APPROVED unanimously.

Capital Project Budget Ordinance
Communications Building
Fund 68
Budget Amendment # 18

BE IT ORDAINED by the Governing Board of Martin County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is the planning, design and construction of a 5,000 square foot communications/PSAP building.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the grant documents and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

| | Increase |
|--|--------------|
| Capital Outlay – Communications Building | \$ 4,472,937 |

Section 4. The following revenues are anticipated to be available to complete this project:

| | Increase |
|--------------------------------|--------------|
| 911 Board Grant | \$ 4,315,437 |
| Pasquotank County Contribution | 157,500 |

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements the NC 911 Board.

Section 7. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and the Finance Officer for direction in carrying out this project.

Adopted this 8th day of March 2017

Elmo "Butch" Lilley - Chairman

BOARD REPORTS / COMMISSIONERS' COMMENTS

Commissioner Smith reported that the NACo Legislative Conference Commissioner Bond and he attended was very informative. Over one hundred officials from North Carolina were in attendance.

Commissioner Ayers commented on receiving a flurry of concerns and reports concerning water quality. Commissioner Ayers stated the water does not seem to be getting better, may be worse, and wanted to know what was being done about it. SUEZ Project Manager stated staff continues to address the issue.

CLOSED SESSION - Economic Development NC G.S. § 143-318.11(a) (4)

Around 8:49 p.m., Commissioner Smith made the MOTION to enter Closed Session in pursuant of NC G.S. §143-318.11(a)(4) Economic Development, with a SECOND by Commissioner Bond. The motion was APPROVED unanimously.

Around 9:10 p.m., Vice Chairman Bowen made the MOTION to end Closed Session in pursuant of NC G.S. §143-318.11(a)(4) Economic Development, with a SECOND by Commissioner Bond. The motion was APPROVED unanimously.

OPEN SESSION

No action was taken in open session regarding the Closed Session discussion.

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 motion was unanimously APPROVED.

The next regular meeting of the Martin County Board of Commissioners was scheduled for Wednesday, April 12, 2016 at 7:00 p.m. in the Board Room of the Martin County Governmental Center, 305 East Main Street, Williamston, North Carolina.

Elmo "Butch" Lilley, Chairman

Marion B. Thompson, NCCCC
Clerk to the Board