

**REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF COMMISSIONERS  
MONDAY AUGUST 4, 2014**

The Pamlico County Board of Commissioners met in regular session on Monday August 4, 2014 at 7:00 p.m. in the Patsy H. Sadler Room of the Pamlico County Courthouse. All Commissioners were present. Also present were Attorney Dave Baxter, County Manager Tim Buck, Finance Officer Bill Fentress and Clerk to the Board Kathy P. Cayton.

Chairman Paul Delamar called the meeting to order.

Reverend Grady Simpson delivered the invocation then Chairman Delamar led the assemblage in the Pledge of Allegiance.

Chairman Paul Delamar asked if there were any corrections, additions and/or deletions to the minutes of the July 7, 2014 regular and closed session and July 21, 2014 regular session meetings. There being none, on a motion made by Commissioner Ann Holton and seconded by Commissioner Kenny Heath, the following resolution was unanimously approved.

**BE IT RESOLVED, the regular and closed session minutes of the July 7, 2014 and the regular session minutes of the July 21, 2014 meetings are hereby approved and the Chairman's signature is authorized thereon.**

Chairman Paul Delamar asked if there were any additions and/or deletions to the agenda.

On a motion made by Commissioner Christine Mele and seconded by Commissioner Kenny Heath, the Board unanimously agreed to the addition of a resolution to aid eligible units of government in financing the cost of construction of a drinking water distribution system project.

Chairman Paul Delamar informed the public in attendance that there was not anything on the agenda regarding duck impoundments and he then explained the rules of Public Comment Period. There were five (5) members of the public that requested to speak.

1. Ms. ILA Leary: stated she was not against duck hunting but was worried about it being a safety issue with hunting taking place right in their backyards.
2. Mr. Kyle Highsmith: purchased 26 acres of land and has turned 13 of those into a duck impoundment. He said he has never had any intention of being a bad neighbor. He said it is the poor hunter who will make bad decisions, but most are safe, smart hunters.

3. Mr. Fred Lewis: He said there was a duck impoundment located approximately 100 yards from his home. He stated there were kids in the community and he felt there was only a matter of time before there was a problem.
4. Mr. Dustin Turnage: He stated the State of North Carolina provides license to hunt and if a problem should arise Wildlife will take action. He stated he too wants to be a good neighbor and intends to uphold the law.
5. Mr. Tom Bland: He stated safety should be the first concern there should no blinds pointed in the direction of homes.

Chairman Paul Delamar declared public comment period closed.

The Board then turned their attention to the Consent Agenda.

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Christine Mele, the following resolutions were unanimously approved.

**BE IT RESOLVED, the request for Network Mapping Project by DP Technology at approximately \$4,800 is hereby approved. Funds are available in the data processing budget.**

**BE IT RESOLVED, the request for Phase II of the computer upgrades is hereby approved. Funds are to be distributed as follows:**

- **\$5,200 from the General Fund**
- **\$2,900 from the Water Fund**

**BE IT RESOLVED, the request for budgetary clarification and to ratify for minute inclusion of the following salary offers is hereby approved. Funds are budgeted.**

- **Public Buildings Maintenance Technician                      \$30,000**
- **Water Department Senior Plant Operator                      \$42,000**

**BE IT RESOLVED, the following meter reading contract is hereby approved.**

**METERMARK  
Contract – Meter Reading Services**

THIS CONTRACT entered into this 1<sup>st</sup> day of July 1, 2014, by and between the Pamlico County, a body politic and corporation organized under the laws of North Carolina with an office located at 102 N. 4<sup>th</sup> Street, Bayboro, NC 28515, hereinafter

referred to as the "Utility" and William J. Barber, dba. Metermark hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and conditions hereinafter contained, the utility and the Contractor hereby contract and agree as follows:

WITNESSETH

1. **Scope:** The work to be done consists of furnishing meter readers to provide meter reading services for the Utility in strict accordance with the terms and conditions of the Contract. Said meters shall be residential meters, however, the Contractor agrees to read commercial meters as well if requested by the Utility. In performance of this Contract, the Contractor binds himself to the Utility to fully comply with all provisions, undertakings and obligations hereinafter set forth.

2. **Term:** This Contract shall continue for the term of 12 months, commencing on July 1, 2014

**Compensation:** The Contractor shall be paid at the agreed upon unit rates set forth in the payment Schedule attached hereto. The Contractor shall invoice the Utility for services completed and the Utility shall pay the Contractor within 30 days after receipt of said invoices.

3. **Equipment and Transportation:** The Utility shall provide the electronic equipment necessary to read the meters: (3) Handheld Devices / (3) Touch-read Probes available daily. The Contractor shall provide the vehicles and uniforms for the Contractor's meter readers.

4. **Read File Data:** The Utility shall include the following data fields in the "Read File" loaded into the handheld to be used for the read cycle:

- Customer Name
- Address
- Meter Number
- Route / Sequence Number
- Any Locations / Comment / Special Instruction information pertaining to the read process.
- MXU ID for any account which have Radio Read meters. (MXU ID is to be listed on the handheld "MXU ID")

5. **Independent Contractors:** The Utility and the Contractor acknowledge that the relationship created under this Contract is that of independent contracting parties and this Contract does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.
6. **Obligations of the Contractor:**
- a) The contractor shall (i) pay or withhold all local, state and federal taxes, when due, resulting from operation of the Contractor's business or the employment for the Contractor's personnel, (ii) pay or withhold all amounts required under local, state and federal worker's compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts with respect to the Contractor's personnel when due, and (iii) maintain insurance coverage necessary and adequate to automobile, commercial liability and statutory workers' compensation insurance.
  - b) The Contractor's agents, employees, contractors, subcontractors and other personnel shall comply with the Utility's rules and regulations pertaining to security and safety when they are located at the Utility's offices and while they are performing the work under the Contract.
- 8) **Permits and Licenses:** The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.
- 9) **Insurance:** The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and property damage Insurance. The Contractor shall maintain policies in accordance with utility requirements, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice shall be sent by mail to the Utility. Certificates of Insurance describing the coverage shall be furnished by the Contractor.

**Amount of Coverage's:**

General Liability - \$1,000,000.00

Property Damage - \$1,000,000.00

Personal Liability - \$1,000,000.00

- 10) **Anti-Discrimination:** The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, sex, sexual orientation, or other legally protected status.
- 11) **Personnel:** The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this contract. Such personnel shall not be employees of or have any contractual relationship with the Utility. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.
- 12) **Indemnification:** The Contractor hereby agrees to protect, indemnify and hold harmless the Utility from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or others whose services were engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the Utility.
- 13) **Termination:** Either party may terminate with or without cause upon (90) ninety days written notice to the other party.
- 14) **Assignment:** the Contractor shall not assign its rights and obligations under this Contract without prior written consent from the Utility. All terms and provisions of this Contract shall be binding upon the insured to the benefit of and shall be enforceable by the parties and their respective successors and permitted assigns.
- 15) **Entire agreement:** This Contract constitutes the entire agreement between the parties.
- 16) **Applicable Law:** This Contract shall be governed by the laws of the State of North Carolina. Venue for any action or proceeding shall be in Pamlico County, NC.
- 17) **Severability:** In the event that any term or provision of this Contract is determined by a court of competent jurisdiction to be void, unenforceable or contrary to law, the remainder of such term or provision shall be enforced to the maximum extent allowable and the remainder of this Contract shall continue in full force and effect.

18) **Information Correspondence:** Any information regarding Billing, Meter Reader Issues, Level-Of-Service and/or Contract Status between the Contractor and the Utility is confidential to the Contractor and Contract meter Readers. The Utility agrees that this information be provided to the Contract (William J. Barber) in the form of email or sealed envelope. This information will not be made available to anyone representing Metermark except William J. Barber without prior consent of William J. Barber. This does not preclude Utility from complying with North Carolina law concerning access to public records.

19) **Payment Schedule**

Contractor will provide necessary meter readers with uniforms to perform meter reading services for Utility.

**Per Meter Rate (price includes vehicle)**

\$ 1.17 (One-Dollar-seventeen-Cents)

Contractor guarantees that all meters will be read accurately. Any inaccurate readings will be posted as a credit to the following months invoice at the agreed per-meter charge as follows:

- A) Number of inaccurate readings less than or equal to .5% of total read meter population will be refunded at \$1.17 (plus any fuel escalation/de-escalation charge) per meter.
- B) Number of inaccurate readings greater than .5% of total read meter population will be refunded at \$5.50 per meter.

***Utility guarantees that an effective process for identifying and process incorrect meter reads will be developed with Contractor and implemented PRIOR to the first scheduled read under this contract.***

Contractor guarantees that all meters will be read within 18 business days beginning the first business day of each month.

Utility guarantees that Contractor will be allowed at least 18 business days to read all meters covered under this Contract.

20) **Fuel Clause**

A fuel escalator/de-escalator will be used to adjust billing rates to account for changing fuel prices. A Base Index Price for fuels will be established upon the effective date of contract. The Base Index Price is pegged at the prices published by AAA Auto Club, Gas Prices, Fuel Gauge report, Self-Serve Unleaded Average Prices, Wilmington,

NC. Found on the web at: <http://www.fuelgaugereport.com/>. The average price for self-service unleaded regular in Raleigh, North Carolina as reported by the AAA Monthly Fuel gauge report for July 29, 2014 was \$3.45. This price will be used as the base price for the duration of the contract.

For each month of the year, commencing July 2014, during the contract term and on or about the 1st day of each month the AAA Fuel Gauge Report will be monitored for price increase.

Please see the chart below for rates if fuel prices increase above or below the base price of \$3.45 per gallon. In the event fuel prices escalate below \$2.80 per gallon or above \$6.90 per gallon, either party reserves the right to further negotiations.

<b>Fuel Price Per Gallon</b>	<b>Per Meter” Rate</b>	<b>Fuel Price Per Gallon</b>	<b>“Per Meter” Rate</b>
\$2.80	- \$.06	\$4.70	+ \$.11
\$2.90	- \$.05	\$4.84	+ \$.12
\$3.00	- \$.04	\$4.98	+ \$.13
\$3.10	- \$.03	\$5.12	+ \$.14
\$3.20	- \$.02	\$5.26	+ \$.15
\$3.30	- \$.01	\$5.40	+ \$.16
\$3.40	+ \$.00	\$5.54	+ \$.17
\$3.50	+ \$.01	\$5.68	+ \$.18
\$3.60	+ \$.02	\$5.82	+ \$.19
\$3.70	+ \$.03	\$5.96	+ \$.20
\$3.80	+ \$.04	\$6.10	+ \$.21
\$3.90	+ \$.05	\$6.24	+ \$.22
\$4.00	+ \$.06	\$6.48	+ \$.23
\$4.14	+ \$.07	\$6.62	+ \$.24
\$4.28	+ \$.08	\$6.76	+ \$.25

\$4.42	+ \$.09	\$6.90	+ \$.26
\$4.56	+ \$.10		

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

**WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system project, and**

**WHEREAS, Pamlico County has need for and intends to construct a drinking water distribution system project described as an elevated storage tank to resolve system pressure problems, and**

**WHEREAS, Pamlico County intends to request state grant assistance for the project,**

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF PAMLICO COUNTY:**

**That Pamlico County, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State grant award.**

**That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.**

**That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.**

**That Paul Delamar, Chairman, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a grant to aid in the construction of the project described above.**

**That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.**

**That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.**

**Adopted this the 4th day of August, 2014 at Bayboro, North Carolina.**



**BE IT RESOLVED, the FY 2014-2015 Title III-D Health Promotion Grant is hereby approved contingent up minor contract changes.**

The Board then turned their attention to the Correspondence agenda.

County Manager Tim Buck informed Board Members that a \$100.00 offer had been made to purchase Parcel J041-48. If the Board accepts the offer a ten (10) day upset bid period will be advertised.

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Jimmy Spain, the following resolution was passed by majority vote. Commissioners Kenny Heath, Ann Holton and Pat Prescott cast dissenting votes.

**BE IT RESOLVED, the \$100.00 offer made to purchase Parcel J041-48 is hereby approved.**

On a motion made by Commissioner Pat Prescott and seconded by Commissioner Christine Mele, the following resolution was unanimously approved.

**BE IT RESOLVED, the call for an upset bid period to be advertised on the offer of \$100.00 on Parcel J041-48 is hereby approved.**

On a motion was made by Commissioner Kenny Heath and seconded by Commissioner Ann Holton, the Board agreed to go into closed session in accordance with G. S. 143.318.11(a) 3 attorney client privilege.

On a motion made by Commissioner Ann Holton and seconded by Commissioner Christine Mele, the Board went back into open session.

No action was taken in closed session.

There being no further business, a motion was made by Commissioner Kenny Heath and seconded by Commissioner Jimmy Spain and the Board adjourned until Monday August 18, 2014 at 7:00 p.m.

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Chairman

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Clerk to the Board