

**REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF COMMISSIONERS
MONDAY, MAY 16, 2016**

The Pamlico County Board of Commissioners met in regular session on Monday, May 16, 2016 in the Patsy H. Sadler Room of the Pamlico County Courthouse. All Commissioners were present; Commissioner Carl Ollison came in later. Also present were County Attorney Jim Hicks, County Manager Tim Buck, and Clerk to the Board Courtney L. Norfleet.

Chairman Pat Prescott called the meeting to order.

Chairman Pat Prescott asked if there were any corrections, additions, and/or deletions to the regular session minutes of the May 2, 2016 meeting. There being none, on a motion made by Commissioner Paul Delamar and seconded by Commissioner Ann Holton, the following resolution was unanimously approved.

BE IT RESOLVED, the regular session minutes of the May 2, 2016 meeting are hereby approved and the Chairman's signature is authorized thereon.

Chairman Pat Prescott recognized Mr. Daniel Simpson from Cooperative Extension. Mr. Simpson introduced the new 4H Agent, Ms. Kait Neeland. Ms. Neeland graduated from East Carolina University with a Master's degree in Social Work.

Chairman Pat Prescott recognized Ms. Lisa Jackson and Mr. Steve Curtis who came before the Board to give the Board of Education's budget request for FY 2016-17. A summary of the funding request is as follows:

		Actual		Requested	Increase
• Local Current Expense	15-16	\$3,324,138	15-16	\$3,507,710	\$183,572
• Capital Outlay	15-16	\$ 250,000	15-16	\$ 387,621	\$137,621
• Total Funding	15-16	\$3,574,138	15-16	\$3,895,331	\$321,193

Chairman Pat Prescott recognized Mr. Mark Pullium from Pamlico Community College who came before the Board to give Pamlico Community College's budget request for FY 2016-17. He stated that the overall budget request is about 3.3% higher than the FY 2015-16 allocation.

Chairman Pat Prescott asked if there were any additions and/or deletions to the agenda. There was one deletion.

On a motion made by Commissioner Paul Delamar and seconded by Commissioner Ed Riggs, the Board unanimously agreed to delete item fourteen (14), Approve Contractor for Inclusive Playground Equipment/Installation from the agenda.

On a motion made by Commissioner Paul Delamar and seconded by Commissioner Ann Holton, the Board unanimously agreed to move item sixteen (16), Public Hearing regarding amendments to Pamlico County Subdivision Ordinance to item three-a (3a).

There were no members of the public to speak during public comment period.

Chairman Pat Prescott declared the public hearing regarding amendments to Pamlico County Subdivision Ordinance open. A summary of the proposed amendments had been given in a previous meeting. There were no members of the public to speak. Chairman Pat Prescott declared the public hearing closed.

On a motion made by Commissioner Paul Delamar and seconded by Commissioner Ann Holton, the following amendments to Pamlico County Subdivision Ordinance were unanimously approved.

ARTICLE 11

GUARANTEES IN LIEU OF COMPLETED IMPROVEMENTS

11.1

No construction or installation of improvements shall commence in a proposed subdivision until the preliminary plat has been approved, and all plans and specifications have been approved by the appropriate Pamlico County, State of North Carolina and Federal authorities, and evidence thereof presented to the Planning Board.

11.2

No building, zoning or other permits shall be issued for erection of a structure on any lot not of record at the time of adoption of this ordinance until all the requirements of this ordinance have been met. The Subdivider, prior to commencing any work within the subdivision, shall make arrangements with the Subdivision Administrator to provide for adequate inspection. The Subdivision Administrator or his representatives shall inspect and approve all completed work prior to release of the sureties. At its option, the Board of Commissioners may require that inspections be performed by a qualified person

designated by it and at the Developer's cost.

11.3

The Board of Commissioners may require installation of certain oversized utilities or the extension of utilities to adjacent property when it is in the interest of future development. If the Board of Commissioners requires the installation of improvements in excess of the standards required in this ordinance, including all standards adopted by reference, the County shall pay the cost differential between the improvement required and the standards in this ordinance.

11.4

In lieu of requiring the completion, installation and dedication of all improvements prior to final plat approval, the Board of Commissioners may enter into an agreement with the Subdivider whereby the Subdivider shall agree to complete all required improvements no later than eighteen (18) months from the date of recordation of the final plat. The agreement to complete all required improvements shall be in substantially the same form as set forth in Appendix "C". Once said agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the Board of Commissioners, if all other requirements of this ordinance are met. To secure this agreement, the Subdivider shall provide, subject to the approval of the Board of Commissioners, either one, or a combination of, the following guarantees in an amount no less than 1.25 times the entire cost as provided herein. The Planning Board may approve a final plat without the performance agreement and security required herein, provided such approval is specifically contingent on the Subdivider's providing such agreement and security required herein to the Board of Commissioners prior to its consideration of the final plat.

At the time of submission of the guarantee required herein, the Subdivider shall furnish therewith a sealed statement by a licensed engineer, architect, surveyor or licensed contractor setting forth the estimated cost of the improvements required under this ordinance together with the estimated time of completion. The estimate of cost shall take into consideration the current cost of the improvements as well as the effect of

inflation on the cost, considering the estimated time of completion. The final estimate shall be multiplied by no less than 1.25 to determine the amount of the security required.

The Subdivider may elect which form of guarantee he shall submit to the County, but the guarantee must be of a type expressly authorized herein, and in any event such guarantee shall not expire prior to the completion of the improvements as described herein.

11.5

The Subdivider may obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina. The bonds shall be payable to Pamlico County and shall be in an amount equal to 1.25 times the entire cost, as shown on the estimate required herein. The bond shall be approved by the Board of Commissioners. The bond shall be conditioned so that the required improvements may be constructed by Pamlico County without cost to the County in the event of default by the Subdivider. The duration of the bond(s) shall be until the completion of the improvements as described herein. Such bond shall also contain a provision to the effect that in the event of any conflict between the terms of such bond and this ordinance, the provisions of this ordinance shall control.

11.6

The Subdivider may deposit cash, an irrevocable letter of credit or other instrument readily convertible into cash at face value, either with the County or in escrow with a financial institution designated as an official depository of the County. The amount of deposit shall be equal to 1.25 times the cost, as estimated under the requirements of this ordinance and approved by the Board of Commissioners, for installing all required improvements within the time period required under this ordinance. Such instrument shall also contain a provision to the effect that in the event of any conflict between the terms of such instrument and this ordinance, the provisions of this ordinance shall control.

If cash or other instrument is deposited in escrow with a financial institution as provided above, then the Subdivider shall file with the County an agreement between the financial institution and himself guaranteeing the following:

- (a) That said escrow account shall be held in trust until released by the Board of Commissioners and may not be used or pledged by the Subdivider in any other manner during the term of the escrow; and
- (b) That in case of a failure on the part of the Subdivider to complete said improvements, the financial institution shall, upon notification by the Board of Commissioners, immediately either pay to the County the funds estimated to complete the improvement, up to the full balance of the escrow account, or deliver to the County any other instruments fully endorsed or otherwise made payable in full to the County.

11.7

Submission of the guarantee of improvements as required herein or submission of a final plat for approval hereunder shall constitute a warranty from the Subdivider to the County, said warranty expiring on the date which is one (1) year from the time when all improvements required under this ordinance have been installed or constructed and approved or accepted by the unit of government having jurisdiction thereof, that (i) all improvements required under this ordinance have been installed or constructed in a workmanlike manner, (ii) all improvements required under this ordinance have been installed or constructed in accordance with the provisions of this ordinance and all federal, state or local permits issued to the Subdivider and (iii) all improvements required under this ordinance are adequate for the intended uses thereof.

If it is anticipated that the improvements shall be done by contract at a later date, the Subdivider, having submitted satisfactory guarantees in lieu of completed improvements, in such case, this requirement of this ordinance may be satisfied by an agreement between the Subdivider and the County, in manner and form satisfactory to the Board of Commissioners, by which the Subdivider warrants all such improvements, and agrees to provide the warranties at such time as the improvements are completed.

11.8

Upon default, meaning failure on the part of the Subdivider to complete the required improvements in a timely manner as spelled out in the agreement as required by this ordinance, the surety, or the financial institution holding the escrow account shall, if requested by the County, pay all or any portion of the guarantee to Pamlico County up to the amount needed to complete the improvements, including all of the County's costs. Upon payment, the County, in its discretion, may expend such portion of said funds as it deems necessary to complete all or any portion of the required improvements, including professional fees and consultants. The County shall return to the Subdivider and/or issuer of the guarantee, as the case may be, any funds not spent in completing the improvements.

11.9

The Board of Commissioners may release all of the security, as appropriate, when the improvements are completed and written confirmation of such is received under seal from a licensed contractor, engineer or surveyor.

11.10

In the event a Subdivider elects to install, after the approval of a preliminary plat but before the approval of a final plat, all improvements required by this ordinance, such Subdivider, upon submittal of a final plat for approval, shall provide, subject to the approval of the Board of Commissioners, either one, or a combination of, the financial guarantees described herein in an amount no less than ten percent (10%) of the entire actual cost of such improvements installed. Such financial guarantee(s) shall be controlled by and shall conform to the provisions of this ordinance governing financial guarantees intended to serve as security for the installation of improvements after approval of a final plat.

APPENDIX "C"

PERFORMANCE AGREEMENT
TO COMPLETE REQUIRED IMPROVEMENTS

NORTH CAROLINA

PAMLICO COUNTY

PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between _____, a(n) _____ (hereinafter "Developer"); and PAMLICO COUNTY, a North Carolina body politic and corporate (hereinafter "County");

WITNESSETH:

THAT WHEREAS, Developer is the owner of that certain tract or parcel of land lying and being situate in Township __, Pamlico County, North Carolina, more commonly referred to as _____ (hereinafter "Subdivision"), as is shown in the plat recorded in Map Book __, Page __ in the office of the Register of Deeds of Pamlico County, North Carolina; and,

WHEREAS, Developer has undertaken to subdivide said land in accordance with the subdivision regulations as officially adopted by the County and to install streets and perform other requirements as are set forth in said regulations; and,

WHEREAS, in order to secure the compliance of Developer with the subdivision, regulations, Developer has given the County a [describe type of collateral] of even date

herewith, to serve in the place of and in substitution of, a bond for the performance of said work to be performed by Developer in the Subdivision.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS and the covenants and agreements set forth herein, Developer does hereby obligate itself to the installation of streets, utilities and other improvements as required by the County under its subdivision regulations in the subdivision as recorded in Map Book __, Page __; and if in the event the Developer shall complete said subdivision improvements according to the specifications as outlined by the county's subdivision regulations within eighteen (18) months of the date of this Agreement, then and in that event, this obligation shall become null and void, and upon completion and expiration of the same, the Pamlico County Board of Commissioners shall take all necessary actions to cancel this bond of record; otherwise this bond shall be and remain in full force and effect. In the event of the failure of Developer to complete said improvements in the time set forth above or any extensions thereof, in accordance with the subdivision regulations of County and the terms of this Agreement, the County is hereby authorized to proceed upon the collateral given this day by Developer to secure the performance of this Agreement and to apply the proceeds thereof to the completion of said Subdivision in accordance with subdivision regulations of County, with any balance being applied first to any and all costs incurred by the County due to the default, and the remainder, if any, returned to Developer. Further, in the event of the failure of the Developer to comply with the terms of this Agreement, which shall constitute a default hereof, the County may employ an attorney to enforce the County's rights and remedies under the terms of any collateral securing this Agreement. County shall have the right to collect reasonable attorney's fees, plus all other reasonable expenses incurred by the County in exercising any of the County's rights and remedies upon default. The County's failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

If there is a breach of the warranty stated in Section 11.7, County may pursue all legal and equitable remedies against Developer or any contractor or agent of

Developer, as the County deems appropriate, to enforce the warranty and recover any damages associated with the breach of said warranty.

In the event County grants Developer any extension(s) of time in which to complete said subdivision improvements, this Agreement shall likewise be extended by the amount of such approved extension, without the necessity of a formal written amendment to this Agreement.

ALL TERMS, CONDITIONS AND PROVISIONS OF COUNTY'S SUBDIVISION ORDINANCE ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN SEPARATELY, AND DEVELOPER AGREES TO BE BOUND BY SAME.

IN TESTIMONY WHEREOF, the Developer and County have caused this instrument to be duly executed, the day and year first above written.

On a motion made by Commissioner Paul Delamar and seconded by Commissioner Kenny Heath, the following resolutions were unanimously approved.

BE IT RESOVED, the following tax reliefs and releases are hereby approved.

Name:	Year	Tax/Ticket	Reason	Amount
Jerry Moore	2015	6568682		\$ 10.11
The Kibbe Group, LLC	12-13	6480572/6525143	Clerical Error -	
The Kibbe Group, LLC	14-15	6554217/6580511	Wrong Code Applied	\$1150.52

BE IT RESOLVED, the following Budget Amendments are hereby approved.

Department: Water Department

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

FISCAL YEAR 2015-2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
30-7140-555000	Capital Outlay		\$6,100.00
30-7140-529001 MIL	Departmental Supplies & Chemicals	\$5,000.00	
30-7140-533000	Electrical	\$1,100.00	

Reason for Budget Revision: To move funds to cover expenses through the end of the fiscal year.

Department: Medical Examiner

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

FISCAL YEAR 2015-2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
10-0000-439900	Fund Balance Appropriated	\$2,000.00	
10-4360-519000	Professional Services	\$2,000.00	

Reason for Budget Revision: To move funds to cover medical examiner fees.

Department: Health Department

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

FISCAL YEAR 2015-2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
10-0211-435154	Women Preventive Health Local	\$61,383.87	
10-0000-439900	Fund Balance Appropriated	\$61,383.87	

Reason for Budget Revision: To move Medicaid Cost Settlement funds that rolled into fund balance FY 14-15. Restricted funds – Health Department.

Department: Sheriff's Department

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

FISCAL YEAR 2015-2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
10-4310-555000	Capital Outlay	\$1,000.00	
10-4210-535200	M & R Equipment (Data Processing)		\$1,000.00

Reason for Budget Revision: To move funds to cover the expense of the server project at the Sheriff's Department.

Department: Elections

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

FISCAL YEAR 2015-2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
10-4170-517000	Per Diem		\$400.00
10-4170-537000	Advertising	\$400.00	

Reason for Budget Revision: To move funds to cover advertising cost for the June 7, 2016 Primary Election.

BE IT RESOLVED, the request to record the following Budget Amendment in the minutes is hereby approved.

Department: Sheriff's Department

The original budget is being revised with this Budget Revision. A Budget Amendment will revise the total dollar amount, either increase or decrease, of the original Budget Ordinance. A Line Item Transfer will revise the dollar amounts allocated between different programs in a department with more than one budget code or different line items within a single department code but will not increase or decrease the Budget Ordinance.

FISCAL YEAR 2015-2016

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT (+) INCREASED	AMOUNT(-) DECREASED
10-4310-539800	Drug Enforcement		\$82.46
10-4310-529000	Departmental Supplies	\$82.46	
10-4310-535200	M & R Equipment		\$7,000.00
10-4310-535300	M & R Auto	\$7,000.00	
10-4310-537000	Advertising		\$111.79
10-4310-532001	Postage	\$111.79	
10-4310-529000 MAJ	Departmental Supplies-Major		\$2,000.00
10-4310-512900	Separation Allowance	\$2,000.00	
10-4320-533002	Natural Gas		\$500.00
10-4320-518210	401K Employer Contributions	\$500.00	

Reason for Budget Revision: To move funds to cover expenses for the remainder of the fiscal year.

BE IT RESOLVED, the request for approval of Sheriff uniform purchase of \$1739.12 in addition to the \$26.50 per pay period uniform allowance is hereby approved.

BE IT RESOLVED, the request to appoint Pamlico County Senior Center as the lead agency responsible for the County funding plan is hereby approved.

BE IT RESOLVED, the request to table the local and Regional Library Board volunteer application until June 6, 2016 meeting, per board practice is hereby approved.

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

BE IT RESOLVED, the Budget Workshop is set to take place on Wednesday, May 18, 2016 at 6:00 p.m.

On a motion made by Commissioner Kenny Heath and seconded by Commissioner Paul Delamar, the following resolution was unanimously approved.

BE IT RESOLVED, the Backup Plan for the Pamlico County PSAP, with no commitment to building anything, is hereby approved.

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

BE IT RESOLVED, the request for appointments to the Home Community Care Block Grant, Senior Services Advisory Boards and Pamlico County Foundation for the Aged Board is hereby approved.

On a motion made by Commissioner Ed Riggs and seconded by Commissioner Kenny Heath, the following resolution was unanimously approved.

BE IT RESOLVED, the request to approve Annual Croaker Festival fireworks the weekend of July 4, 2016 is hereby approved.

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

BE IT RESOLVED, the request for approval of Board support of possible Public Defender Office expansion is hereby approved.

There being no further business, the Board members agreed to recess until Wednesday, May 18, 2016 at 6:00 p.m. for Budget Workshop.

Chairman

Clerk to the Board