

**REGULAR SESSION OF THE PAMLICO COUNTY BOARD OF  
COMMISSIONERS  
TUESDAY JULY 6, 2010**

The Pamlico County Board of Commissioners met in regular session on Tuesday July 6, 2010 at 7:00 p.m. in the Patsy H. Sadler's Room of the Pamlico County Courthouse. All Commissioners were present with the exceptions of Commissioners Jimmy Spain and Carl Ollison. Also present were Attorney Kyle Dickerson, County Manager Tim Buck, and Amber Lancaster.

Chairman Paul Delamar called the meeting to order.

Chairman Paul Delamar gave the invocation and led the Assemblage in the Pledge of Allegiance.

On a motion made by Commissioner Roy Brinson and seconded by Commissioner Christine Mele the following resolution was unanimously approved.

**BE IT RESOLVED, the June 21, 2010 regular session minutes, June 21, 2010 closed session minutes, and June 29, 2010 recessed session minutes are hereby approved and the Chairman's signature is authorized thereon.**

There were no additions and/or deletions to the agenda.

Chairman Paul Delamar asked if there were any members of the public to speak. There were no members of the public to speak during Public Comment Period.

The Board then turned their attention to the Correspondence Agenda.

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

**BE IT RESOLVED, the request from Mr. Tim Buck, County Manager, for the renewal of storm debris contracts is hereby approved and attached herein.**

**PAMLICO COUNTY**  
**PHASE I – DEBRIS CLEARING CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

STATE OF NORTH CAROLINA

CONTRACT NO: \_\_\_\_\_

COUNTY OF PAMLICO

AGREEMENT BETWEEN  
PAMLICO COUNTY, NORTH CAROLINA  
AND

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THIS AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PAMLICO COUNTY, NORTH CAROLINA (hereafter called "COUNTY"); and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (hereafter called "CONTRACTOR").

1. Purpose

The COUNTY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached, PARTS I – V, PAMLICO COUNTY – PHASE I – DEBRIS CLEARING CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will clear debris from roads, rights-of-way and designated Public Property within the unincorporated limits of the COUNTY, as directed under Section 2.00 of PART II – SCOPE OF WORK.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) AVAILABILITY. CONTRACTOR agrees to make available for use within Pamlico County the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of Pamlico County.

**PAMLICO COUNTY**  
**PHASE I – DEBRIS CLEARING CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

- 2) WORK. The work is described in the PAMLICO COUNTY – DEBRIS CLEARING CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID DOCUMENTS. The instructions to bidders captioned “PAMLICO COUNTY – PHASE I – DEBRIS CLEARING” consisting of eighteen (18) pages dated April 14, 2009 and consisting of Part I – Instructions to Bidders, Part II – Scope of Work, Part III – Form of Proposal, Part IV – Statement of Assurances and Compliance, and Part V – Execution of Agreement are incorporated herein as if set out in full as terms of this Contract.
- 4) COMPENSATION. CONTRACTOR will be compensated at the unit price rates per equipment utilized as set out in Part III – Form of Proposal of the PAMLICO COUNTY, PHASE I – DEBRIS CLEARING CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. CONTRACTOR shall be entitled to act upon verbal instructions given by the County Manager, or his designate, and shall not be required to determine whether approval of the full County Board of Commissioners has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective commencing July 1, 2010 and shall remain effective until June 30, 2011.
- 7) INDEMNITY. CONTRACTOR indemnifies and saves Pamlico County, its officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’S performance under this agreement.
- 8) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties and any amendment shall be in writing, and executed by the parties hereto.
- 9) NON-ASSIGNMENT. CONTRACTOR may not assign this Contract without express written consent of PAMLICO COUNTY.
- 10) INTERPRETATION. This Agreement and rights and obligations of the parties hereto shall be governed by the laws of the State of North Carolina. Venue for any action, whether at law or in equity, shall be in Pamlico County, North Carolina.

**PAMLICO COUNTY**  
**PHASE I – DEBRIS CLEARING CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

Name of Company: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Secretary, Assistant Secretary,  
Trust Officer

BY:

\_\_\_\_\_

President, Vice President, Assistant  
Vice President

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary of Public, certify that the corporation's Secretary, Assistant Secretary or Trust Officer, Mr./Mrs./Ms. \_\_\_\_\_ personally came before me this day and acknowledged that he (she) is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant Vice President, Mr./Mrs./Ms. \_\_\_\_\_, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assistant Secretary or Trust Officer.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**PAMLICO COUNTY**  
**PHASE I – DEBRIS CLEARING CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the COUNTY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

PAMLICO COUNTY, NORTH CAROLINA

BY: \_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk/Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is Clerk/Deputy Clerk for PAMLICO COUNTY, and that by authority duly given and as the act of PAMLICO COUNTY, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, \_\_\_\_\_, sealed with its corporate seal and attested by herself as its Clerk/Deputy Clerk.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**PAMLICO COUNTY**  
**PHASE II – VEGETATIVE AND C&D DEBRIS REMOVAL**  
**CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

STATE OF NORTH CAROLINA

CONTRACT NO: \_\_\_\_\_

COUNTY OF PAMLICO

AGREEMENT BETWEEN  
PAMLICO COUNTY, NORTH CAROLINA  
AND

\_\_\_\_\_

THIS AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PAMLICO COUNTY, NORTH CAROLINA (hereafter called “COUNTY”); and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (hereafter called “CONTRACTOR”).

1. Purpose

The COUNTY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached, PARTS I – V, PAMLICO COUNTY – VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will gather, load and haul vegetative and C&D (Construction and Demolition) debris from roads, rights-of-way and designated Public Property within the incorporated limits of the COUNTY to the appropriate designated landfill/reduction site(s) as directed under Section 10.00 of PART I – INSTRUCTIONS TO BIDDERS.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) AVAILABILITY. CONTRACTOR agrees to make available for use within Pamlico County the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of Pamlico County.

**PAMLICO COUNTY**  
**PHASE II – VEGETATIVE AND C&D DEBRIS REMOVAL**  
**CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

- 2) WORK. The work is described in the PAMLICO COUNTY – VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID DOCUMENTS. The instructions to bidders captioned “PAMLICO COUNTY – VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT” consisting of nineteen (19) pages dated April 14, 2009 and consisting of Part I – Instructions to Bidders, Part II – Scope of Work, Part III – Form of Proposal, Part IV – Statement of Assurances and Compliance, and Part V – Execution of Agreement are incorporated herein as if set out in full as terms of this Contract.
- 4) COMPENSATION. CONTRACTOR will be compensated at the unit price rates per cubic yard as set out in Part III – Form of Proposal of the PAMLICO COUNTY - VEGETATIVE AND C&D DEBRIS REMOVAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. CONTRACTOR shall be entitled to act upon verbal instructions given by the County Manager, or his designate, and shall not be required to determine whether approval of the full County Board of Commissioners has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective commencing July 1, 2010 and shall remain effective until June 30, 2011.
- 7) INDEMNITY. CONTRACTOR indemnifies and saves Pamlico County, its officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’S performance under this agreement.
- 8) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties and any amendment shall be in writing, and executed by the parties hereto.
- 9) NON-ASSIGNMENT. CONTRACTOR may not assign this Contract without express written consent of PAMLICO COUNTY.
- 10) INTERPRETATION. This Agreement and rights and obligations of the parties hereto shall be governed by the laws of the State of North Carolina. Venue for

any action, whether at law or in equity, shall be in Pamlico County, North Carolina.

**PAMLICO COUNTY**  
**PHASE II – VEGETATIVE AND C&D DEBRIS REMOVAL**  
**CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

Name of Company: \_\_\_\_\_

ATTEST:

BY:

\_\_\_\_\_

\_\_\_\_\_

President, Vice President, Assistant  
Vice President

\_\_\_\_\_  
Secretary, Assistant Secretary,  
Trust Officer

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary of Public, certify that the corporation's Secretary, Assistant Secretary or Trust Officer, Mr./Mrs./Ms. \_\_\_\_\_ personally came before me this day and acknowledged that he (she) is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant Vice President, Mr./Mrs./Ms. \_\_\_\_\_, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assistant Secretary or Trust Officer.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**PAMLICO COUNTY**  
**PHASE II – VEGETATIVE AND C&D DEBRIS REMOVAL**  
**CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the COUNTY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

PAMLICO COUNTY, NORTH CAROLINA

BY: \_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk/Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is Clerk/Deputy Clerk for PAMLICO COUNTY, and that by authority duly given and as the act of PAMLICO COUNTY, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, \_\_\_\_\_, sealed with its corporate seal and attested by herself as its Clerk/Deputy Clerk.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

**PAMLICO COUNTY**  
**PHASE III – VEGETATIVE DEBRIS DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

STATE OF NORTH CAROLINA

CONTRACT NO: \_\_\_\_\_

COUNTY OF PAMLICO

AGREEMENT BETWEEN  
PAMLICO COUNTY, NORTH CAROLINA  
AND

\_\_\_\_\_

THIS AGREEMENT, made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between PAMLICO COUNTY, NORTH CAROLINA (hereafter called “COUNTY”); and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, (hereafter called “CONTRACTOR”).

1. Purpose

The COUNTY hereby employs the CONTRACTOR to furnish all labor, materials and equipment to perform all work in manner and form as specified by the attached, PARTS I – V, PAMLICO COUNTY – VEGETATIVE DEBRIS DISPOSAL CONTRACT, containing specifications and documents consisting of, but not limited to: Scope of Services, Advertisement, Instructions to Bidders, General Conditions, Technical Specifications, Proposal and Affidavit, and Performance, which are incorporated as if fully set out, for the following:

CONTRACTOR will measure, stage, grind, and dispose of vegetative debris collected within the incorporated limits of the COUNTY as directed under Section 2.01 of PART II – SCOPE OF WORK.

STATEMENT OF AGREEMENT

In consideration of the mutual promises and covenants set out hereinafter, the parties agree as follows:

- 1) AVAILABILITY. CONTRACTOR agrees to make available for use within Pamlico County the equipment and manpower necessary to quickly and efficiently perform the Work following a storm event when directed to do so by the authorized officials of Pamlico County.

**PAMLICO COUNTY**  
**PHASE III – VEGETATIVE DEBRIS DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

- 2) WORK. The work is described in the PAMLICO COUNTY – VEGETATIVE DEBRIS DISPOSAL CONTRACT Bid Documents under Part II “Scope of Work.”
- 3) INCORPORATION OF BID DOCUMENTS. The instructions to bidders captioned “PAMLICO COUNTY – VEGETATIVE DEBRIS DISPOSAL CONTRACT” consisting of twenty (20) pages dated April 14, 2009 and consisting of Part I – Instructions to Bidders, Part II – Scope of Work, Part III – Form of Proposal, Part IV – Statement of Assurances and Compliance, and Part V – Execution of Agreement are incorporated herein as if set out in full as terms of this Contract.
- 4) COMPENSATION. CONTRACTOR will be compensated at the unit price rates per cubic yard as set out in Part III – Form of Proposal of the PAMLICO COUNTY - VEGETATIVE DEBRIS DISPOSAL CONTRACT Bid Documents, a signed copy of which is attached as part of this document.
- 5) AUTHORITY. CONTRACTOR shall be entitled to act upon verbal instructions given by the County Manager, or his designate, and shall not be required to determine whether approval of the full County Board of Commissioners has been given for any requested work under this Contract.
- 6) TERM. This Contract shall be effective commencing July 1, 2010 and shall remain effective until June 30, 2011.
- 7) INDEMNITY. CONTRACTOR indemnifies and saves Pamlico County, its officers and employees, harmless from any claims, suits and judgments, including the cost of defending against the same, arising out of or relating to CONTRACTOR’S performance under this agreement.
- 8) COMPLETE AGREEMENT. This agreement contains the complete understanding between the parties and any amendment shall be in writing, and executed by the parties hereto.
- 9) NON-ASSIGNMENT. CONTRACTOR may not assign this Contract without express written consent of PAMLICO COUNTY.
- 10) INTERPRETATION. This Agreement and rights and obligations of the parties hereto shall be governed by the laws of the State of North Carolina. Venue for

any action, whether at law or in equity, shall be in Pamlico County, North Carolina.

**PAMLICO COUNTY**  
**PHASE III – VEGETATIVE DEBRIS DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

Name of Company: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Secretary, Assistant Secretary,  
Trust Officer

BY:

\_\_\_\_\_

President, Vice President, Assistant  
Vice President

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary of Public, certify that the corporation's Secretary, Assistant Secretary or Trust Officer, Mr./Mrs./Ms. \_\_\_\_\_ personally came before me this day and acknowledged that he (she) is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assistant Vice President, Mr./Mrs./Ms. \_\_\_\_\_, sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assistant Secretary or Trust Officer.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**PAMLICO COUNTY**  
**PHASE III – VEGETATIVE DEBRIS DISPOSAL CONTRACT**

**PART V – EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the COUNTY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

PAMLICO COUNTY, NORTH CAROLINA

BY: \_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk/Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is Clerk/Deputy Clerk for PAMLICO COUNTY, and that by authority duly given and as the act of PAMLICO COUNTY, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, \_\_\_\_\_, sealed with its corporate seal and attested by herself as its Clerk/Deputy Clerk.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

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

**BE IT RESOLVED, the bond requirement equal to 1.25 times the engineering estimate for River Dunes, Marina Village, Section 1B is hereby approved.**

The Board discussed the reappointment of Planning Board members Maurice Benton, John Buck, and Carl Ollison and discussed the consideration of a new appointee. An application for appointment will be submitted at the July 19, 2010 meeting. Chairman Paul Delamar mentioned that the Board have a plaque made to honor Dennis Fornes' service on the Planning Board. The concensus of the Board was to present the plaque at the beginning of the July 19, 2010 or August 2, 2010 meeting.

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

**BE IT RESOLVED, the request from County Manager Tim Buck for reappointment of Planning Board members Maurice Benton, John Buck, and Carl Ollison as of July 1, 2010 is hereby approved.**

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

**BE IT RESOLVED, the June 21, 2010 closed session minutes for the Board of Equalization and Review are hereby released.**

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

**BE IT RESOLVED, the resolution for approving the Local Water Supply Plan is hereby approved and attached herein.**

**RESOLUTION FOR APPROVING  
LOCAL WATER SUPPLY PLAN**

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

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Pamlico County Water Supply System, has been developed and submitted to the County of Pamlico for approval; and

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

NOW, THEREFORE, BE IT RESOLVED by the County of Pamlico of Pamlico County Water System that the Local Water Supply Plan entitles, Pamlico County Local Water Supply Plan dated July 1, 2007, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

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

This the 6<sup>th</sup> day of July, 2010.

Name: Paul Delamar

Title: Chairman

Signature: s/s Paul J. Delamar

ATTEST: s/s Anita G. Owens

There being no further business on a motion made by Commissioner Christine Mele and seconded by Commissioner Kenny Heath, the Board adjourned until Monday July 19, 2010.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Deputy Clerk to the Board