

# Bertie County Board of Commissioners



December 7, 2015  
**2:00pm**

Chairman	Ronald "Ron" Wesson	District 1
	Stewart White	District II
Vice Chairman	Tammy A. Lee	District III
	John Trent	District IV
	Ernestine (Byrd) Bazemore	District V

**BERTIE COUNTY BOARD OF COMMISSIONERS**

**December 7, 2015**

**Meeting Agenda**

*This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.*

- 2:00 Review QSCB sinking fund schedule and authorization
- 3:00 Parks and Recreation – playground design approval & recommendation – Donna Mizelle, Parks and Recreation Director
- 3:30 Grant preparation and proposed agreement with Emily Miller of McAdams and Associates, LLC.

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- 4:00–4:05 Call to Order by Chairman Wesson
- 4:05–4:15 Invocation and Pledge of Allegiance by Vice Chairman Lee
- 4:15 –4:25 Election of Chairman presided by County Manager Sauer
- 4:25–4:45 Election of Vice-Chairman
- 4:45 – 4:50 5-minute Recess
- 4:50 – 4:55 Comments from the Commissioners
- 4:55 – 5:15 Public Comments

**(A)**

**\*\*\* APPOINTMENTS \*\*\***

- 5:15 – 5:30 Program Update by Council on Aging Director, Venita Thompson, and Annette Eubanks of the Mid-East Commission Area Agency on Aging
- 5:30 – 5:45 EMS/NET Program Update by Emergency Services Director, Mitch Cooper

**Board Appointments (B)**

- 1. Vidant-Bertie Hospital Directors Council
- 2. CADA Board

**Consent Agenda (C)**

- 1. Approve Minutes for Regular Meeting 11-16-15
- 2. Approve Minutes for Closed Session 11-16-15
- 3. Approve Minutes for Work Session 11-16-15
- 4. Approve Bonds held for Bertie County officials
- 5. Approve Register of Deeds Fees Report – November 2015
- 6. Tax Department Release Journal – November 2015
- 7. Approval of Springsted as the County’s vendor for a job classification and salary study replacing the Mercer Group which was originally recommended and approved by the Board

- 8. Declare service weapons as surplus property, and approve sale to retiring Sheriff’s Office staff
- 9. Resolution honoring the service of Cooperative Extension Director, Richard Rhodes
- 10. Resolution of Welcome, Pastor David E. Moore of Indian Woods Missionary Baptist Church
- 11. Review of Department Head residency policy

**\*\*\*OTHER ITEMS\*\*\***

**Discussion Agenda (D)**

- 1. Cancellation of December 21, 2015 meeting due to Christmas holiday
- 2. Pending Items/Updates

**Commissioners’ Reports (E)**

**County Manager’s Reports (F)**

**County Attorney’s Reports (G)**

**Public Comments Continued**

**Closed Session**

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

**Adjourn**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** --- 2:00pm

**DEPARTMENT:** Finance

**SUBJECT:** Review QSCB sinking fund schedule and authorization

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:**

November 2, 2015 – The Board received an update of the sinking fund requirements related to the high school project debt service from Mr. Ted Cole, Davenport Financial Advisor.

## MASTER ADVISORY AGREEMENT

THIS AGREEMENT (“*Agreement*”), dated as of November 16, 2015, by and between **County of Bertie, North Carolina**, a political subdivision of the State of North Carolina (the “*Client*”), and **Kensington Capital Advisors LLC**, a North Carolina limited liability company (the “*Independent Registered Municipal Advisor*” or “*IRMA*”).

### W I T N E S S E T H:

WHEREAS, the Securities and Exchange Commission pursuant to Final Rule Release No. 34-70462 entitled “Registration of Municipal Advisors” has promulgated Rule 15Ba1-1 under the Securities Exchange Act of 1934, as amended;

WHEREAS, the IRMA is a “municipal advisor” (as defined in the Rule); and

WHEREAS, the Client desires to retain the IRMA, and the IRMA desires to be retained by the Client, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants contained in this Agreement, the Client and the IRMA hereby agree as follows:

1. Engagement. Subject to the terms and conditions set forth herein, the Client hereby retains the IRMA as an advisor to the Client for the purposes set forth in this Agreement and any Addendums executed by the Parties hereafter, and the IRMA hereby accepts such retention.

2. Advisory Services. The IRMA shall provide the following advisory services to the Client:

(a) To act as IRMA relating to “municipal financial products” as defined in the SEC Municipal Advisor Rule (15 U.S.C. 78o-4(e)(5)), that became effective on July 1, 2014, by assisting in evaluating advice and/or transactions from financial services firms concerning municipal financial products; and,

Advise the Client as detailed in each Addendum executed by the parties hereafter. Each individual engagement performed under this Agreement will be defined by an Addendum. Each Addendum shall be signed by both parties and will describe the services to be performed (the “*Services*”), the schedule for the performance of the Services (the “*Advisory Period*”), the compensation structure for the Services (the “*Transaction Fees*”), and any other terms that apply to that specific Addendum (the “*Special Terms*”). Each Addendum, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Addendum by an authorized corporate officer from the Client and the IRMA. Each Addendum shall be governed by the terms of this Agreement. Except for the Special Terms in the Addendum, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and the Addendum.

In rendering the foregoing services, the IRMA shall have no authority, responsibility or obligation to execute, deliver or perform on behalf of the Client any agreement, understanding or arrangement, oral or written, now or hereinafter in effect. Any and all final decisions as to any municipal financial products will be made by the Client in its sole discretion. Any obligation(s) of the Client relating to or arising under any municipal financial product executed, delivered and accepted by the Client shall be the sole responsibility of the Client, and the IRMA shall have no responsibilities to the Client thereunder or to any third party thereto.

The IRMA shall use its best efforts to provide the foregoing services but in no way guarantees performance of any municipal financial product. By entering into this Agreement, Client certifies that it understands that municipal financial product performance may be affected by market forces and that such market forces are beyond the control and prediction of the IRMA. Client further understands that it is free to accept or reject recommendations by the IRMA and that said recommendations are not to be construed as guarantees of expected performance of any municipal financial product.

This Agreement applies only to such advice and consultation the IRMA has directly provided to the Client and in no way implies a duty to the Client regarding proposals, transactions and/or discussions to which the IRMA was not privy to or to which the IRMA did not provided advice or consultation.

3. Independent Contractor. In the performance of all services hereunder and during the term of this Agreement, the IRMA shall be deemed to be, and shall be, an independent contractor. The IRMA shall be responsible for all income and employment taxes, contributions to social security and any other deductions that may be required by state or federal law with respect to the services rendered hereunder. In rendering all advisory services pursuant to Section 2 hereof, the IRMA will only take directions and instructions from the authorized representatives of the Client, such authorized representatives being deemed to be the following named officers of the Client: Scott Sauer, County Manager and William Roberson, Finance Director

4. Compensation. In consideration of the services to be rendered by the IRMA hereunder, the IRMA will be paid as stated in the Addendum attached hereto. In addition, the Client shall promptly reimburse the IRMA, upon the IRMA's rendering of an account to the Client, for any and all travel expenses (including, but not limited to, transportation, lodging and meal expenses) incurred by the IRMA in connection with the IRMA's furnishing of services hereunder, *provided* that any single travel expense in excess of \$200 shall require the prior written approval of the Client. All other expenses incurred by the IRMA with respect to its performance hereunder shall be the responsibility of the IRMA.

5. Termination. Each of the Client and the IRMA may terminate this Agreement or any Addendum at any time upon fourteen (14) days prior written notice to the other party and payment of any accrued but unpaid fees. Upon any termination of this Agreement for any reason, the IRMA shall receive reimbursement, in accordance to Section 4 hereof, for any travel expenses incurred by the IRMA prior to such termination. The provisions of this Section 5 shall survive the expiration or termination of this Agreement or any Addendum hereto.

6. Indemnification.

(a) The IRMA shall indemnify, defend and hold the Client, its affiliates and their respective agents, shareholders, directors, officers, trustees, partners, members, managers and employees, whether disclosed or undisclosed, harmless to the fullest extent permitted by law for and against any cost, expense (including reasonable attorneys' fees), judgment or liability incurred by or imposed upon it in connection with any third-party action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which it may be made a party or otherwise involved or with which it shall be threatened arising out of this Agreement or any work performed, services rendered or actions taken by the IRMA or any of its agents, shareholders, directors, officers, trustees, partners, members, managers and employees, to the extent that such actions, suits, claims, judgments, liabilities, costs, or expenses arise out of (i) the negligence or willful misconduct of the IRMA, (ii) any act or omission by the IRMA which is not directly authorized by the Client or in accordance with the authorized written instructions given by or on behalf of the Client, or (iii) a breach by the IRMA of this Agreement; *provided, however,* that in no case shall the IRMA be responsible for any amount in excess of the Advisory Fee or Transaction Fee, as the case may be, actually received by the IRMA.

(b) The Client shall indemnify, defend and hold the IRMA, its affiliates and their respective agents, shareholders, directors, officers, trustees, partners, members, managers and employees, whether disclosed or undisclosed, harmless to the fullest extent permitted by law for and against any cost, expense (including reasonable attorneys' fees), judgment or liability incurred by or imposed upon it in connection with any third-party action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which it may be made a party or otherwise involved or with which it shall be threatened arising out of this Agreement or the transactions contemplated by this Agreement to which the Client is a party, to the extent that such actions, suits, claims, judgments, liabilities, costs, or expenses do not arise out of (i) the negligence or willful misconduct of the IRMA, (ii) any act or omission by the IRMA which is not directly authorized by the Client or in accordance with the municipal financial product or (ii) authorized written instructions given by or on behalf of the Client, or (iii) a breach by the IRMA of this Agreement.

(c) The indemnified party shall notify the indemnifying party in writing promptly after receiving the first written notice or summons or other first legal process giving information of the nature of the claim or commencement of the action, but the omission to so notify the indemnifying party shall not relieve the indemnifying party from any indemnification liability which the indemnifying party may have to the indemnified party (except where such omission shall have materially prejudiced the indemnifying party). In case any such action shall be brought against an indemnified party and the indemnified party shall notify the indemnifying party of the commencement of such action or claim, the indemnifying party shall be entitled to participate in such action or claim and, to the extent that the indemnifying party may desire, to assume the defense of such action or claim with counsel selected by the indemnifying party and approved by the indemnified party. After notice from the indemnifying party to the indemnified party of the indemnifying party's election so to assume the defense of such action or claim, the indemnifying party shall not be liable to the indemnified party for any legal, accounting and other fees and expenses subsequently incurred by the indemnified party in connection with the defense of such action or claim other than reasonable costs of investigation. Notwithstanding any other provision of this Section 6 to the contrary, if, in any action or claim as to which indemnity is or may be available, an indemnified party and the indemnifying party shall reasonably conclude that their interests are or may be adverse, in whole or in part, or that there

may be legal defenses available to the indemnified party which are or may be different from, in addition to, or inconsistent with the defenses available to the indemnifying party, the indemnified party may retain its own counsel in connection with such action or claim, in which case the indemnifying party shall be responsible for any legal, accounting, and other fees and expenses reasonably incurred by or on behalf of the indemnified party in connection with investigating or defending such action or claim. In no event shall an indemnifying party be liable for the fees and expenses of more than one counsel in connection with any one action or claim or in connection with separate but similar or related actions or claims in the same jurisdiction arising out of the same general allegations. An indemnifying party shall not be liable for a settlement of any such action or claim effected without its written consent, but if any such action or claim shall be settled with the written consent of an indemnifying party or if there shall be a final judgement for the plaintiff in any such action or claim, the indemnifying party shall indemnify, hold harmless and defend an indemnified party from and against any loss, liability or expense in accordance with this Section 6 by reason of such settlement or judgment.

(d) Nothing in this Section 6 or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the IRMA or the Client.

(e) The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. Additional Representation. The Client confirms that it is a “qualified eligible person” as defined in CFTC regulation 4.7. Specifically, the Client represents that it owns securities and other investments with an aggregate market value of at least \$2,000,000 and is a government entity (including the United States, a State, or a foreign government) or political subdivision thereof, or a multinational or supranational entity or an instrumentality, agency, or department of any of the foregoing, not formed for the specific purpose of entering into the Investment, as defined in an Addendum hereto, with total assets in excess of \$5,000,000.

8. Notices. Any notice, request, instruction or other document to be given under this Agreement to any party hereunder by any other party hereunder shall be in writing and shall be deemed given upon the earlier of delivery thereof if by hand or upon receipt if sent by mail (registered or certified mail, postage prepaid, return receipt requested) or on the second next business day after deposit if sent by a recognized overnight delivery service or upon transmission if sent by telecopy or facsimile transmission (with request of assurance of receipt in a manner customary for communication of such type) to the following addresses:

If to the IRMA:

Kensington Capital Advisors, LLC  
6420 Rea Road, Suite 344  
Charlotte, NC 28277  
Facsimile No.: (435) 921-0457  
Email: jmoore@kensington-advisors.com

If to the Client:

County of Bertie, North Carolina  
Attn: Scott Sauer, County Manager



106 Dundee Street  
P.O. Box 530  
Windsor, NC 27983  
Facsimile No.: (252) 794-5327  
E-mail: scott.sauer@bertie.nc.gov

In all circumstances with a copies to:

Katten Muchin Rosenman LLP  
550 South Tryon Street  
Suite 2900  
Charlotte, NC 28202  
Attention: Russell Black, Esq.  
Facsimile No.: (704) 444-2051

, or to such other address as a party hereto may hereafter designate in writing to the other party, provided that any notice of a change of address shall become effective only upon receipt thereof.

9. Benefit; Assignment.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Client and the IRMA and their permitted successors and assigns. The benefits of this Agreement shall not inure to any assignee or any successor to the business of the Client or the IRMA, by operation of law or otherwise, without the express written consent of their counterparty hereto.

(b) The IRMA may not assign its obligations under this Agreement.

10. Entire Agreement; Amendment. This Agreement contains the entire understanding between the Client and the IRMA with respect to the engagement of the IRMA and supersedes all prior negotiations and understandings, whether oral or written, between the Client and the IRMA with respect to the subject matter hereof. This Agreement may not be amended or modified except by a written instrument signed by both the Client and the IRMA.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of the other provisions hereof, and such other provisions shall remain in full force and effect, unaffected by such invalidity or unenforceability.

12. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina without reference to the conflict or choice of laws provisions thereof.

13. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and shall in no way define, limit or extend the scope or intent of this Agreement or any provision hereof or in any way affect the construction or interpretation hereof.

14. Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in



the masculine, feminine or the neuter gender shall include the masculine, the feminine and the neuter. The term “include” and its forms shall be construed as follows by the phrase “without limitation.”

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Survival. Sections 5 and 6 shall survive the expiration or termination hereof.

[Signatures appear on next page]

**PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS, THIS DOCUMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMODITY FUTURES TRADING COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMODITY FUTURES TRADING COMMISSION HAS NOT REVIEWED OR APPROVED THIS DOCUMENT.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**COUNTY OF BERTIE, NORTH CAROLINA**

By: \_\_\_\_\_

Name:

Title:

**KENSINGTON CAPITAL ADVISORS, LLC**

By: \_\_\_\_\_

Name:

Title:

EXHIBIT A

ADDENDUM

dated as of November 16, 2015

to the Master Advisory Agreement

dated as of November 16, 2015

between:

**County of Bertie, North Carolina** (the “*Client*”) and **Kensington Capital Advisors, LLC** (the “*IRMA*”)

1. Services. During the Advisory Period (as defined in Section 2 hereof), the IRMA shall provide the following advisory services to the Client:

- (a) Act as bidding agent for the reinvestment of monies in the Series 2012A Subaccount of the Sinking Fund Account of the Bond Fund (the “*2012 A Sinking Fund Account*”) established pursuant to the issuance of the Client’s \$18,030,000 Taxable Limited Obligation Bonds (Qualified School Construction Bonds), Series 2012A (the “*Investment*”);
- (b) Prepare a written bid solicitation to procure the Investment through a competitive bid process, which solicitation shall be reviewed and approved by Bond Counsel, the Client and the Client’s financial advisor prior to bidding;
- (c) Conduct a competitive bid for the Investment;
- (d) Coordinate the delivery and settlement of the Investment between the winning bidder and the Client, including review of applicable documentation or agreements; and
- (e) Provide a bidding agent certificate to Bond Counsel with respect to the Investment.

2. Term. The term of this Addendum shall commence on the date hereof and expire on the earlier of (i) the execution of the Investment or (ii) March 31, 2016 (the “*Advisory Period*”), unless earlier terminated by the parties in writing. The term of this Addendum and the Advisory Period may be extended by a written instrument signed by each party.

3. Compensation. In consideration of the services to be rendered by the IRMA hereunder, the Client is advised that the IRMA will be paid a fee equal to \$30,000 (the “*Transaction Fee*”) due upon execution of the Investment.

Disclosure of Relationship with Deutsche Bank AG New York Branch (“DBAG”) - The IRMA has an ongoing business relationship with DBAG that may involve joint work relating to various municipal financial products. Deutsche Bank Securities Inc. (a wholly owned subsidiary of DBAG) is a potential provider of escrow securities and may submit a competitive bid. The IRMA will not provide or discuss any information with any provider (including Deutsche Bank Securities Inc.) that it has not been provided to other potential bidders. The IRMA, as independent registered municipal advisor to the Client, has a duty to the Client and is, and will be, subject to additional requirements in order to comply with all applicable regulations, including without limitation rules promulgated by the Municipal Securities Rulemaking Board (“MSRB Rules”).

**COUNTY OF BERTIE, NORTH  
CAROLINA**

**KENSINGTON CAPITAL ADVISORS,  
LLC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

[SIGNATURE PAGE TO EXHIBIT A DATED AS OF NOVEMBER 16, 2015 TO THE MASTER ADVISORY AGREEMENT DATED AS OF NOVEMBER 16, 2015 BETWEEN COUNTY OF BERTIE, NORTH CAROLINA AND KENSINGTON CAPITAL ADVISORS, LLC]



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** --- 3:00pm

**DEPARTMENT:** Parks and Recreation

**SUBJECT:** Playground Design approval & recommendation – Donna Mizelle, Parks and Recreation Director

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

### ITEM HISTORY:

November 16, 2016 – The Board received the second round of proposal presentations for this project from Bliss Products & Services, Inc. and Play World.

October 26, 2015 – The Board received the first round of proposal presentations for this project from Carolina Parks & Play and Cunningham Recreation.



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** --- 3:30pm

**DEPARTMENT:** Economic Development

**SUBJECT:** Grant preparation and proposed agreement with Emily Miller of McAdams and Associates, LLC.

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** County Manager Sauer would like the Board to consider a 12 month agreement for grant writing services to assist the Board with a number of new and ongoing project initiatives as outlined below:

- Dental Program equipment acquisition and facility improvements to support establishment of new dental practice in Windsor, NC
- Recreation facilities for the Blue Jay community
- Ballfields for Town of Aulander –this item may be included under a separate agreement with the Town of Aulander
- Computers for patrol vehicles and body cameras for deputies in the Sheriff’s Office
- Water front public access and recreational facilities on the Albemarle Sound utilizing PARTF—parks and recreation trust fund; LWCF—Land and water conservation fund; and CAMA—Coastal area management act grant funds.
- EMS base station—reuse of former DSS/Health Department county owned property—to replace leased facility in downtown Windsor
- Basketball Court facility at the Bertie Recreation complex
- Affordable Housing initiative for middle income residents to assist teachers, corrections staff and law enforcement officers—and others to find housing near local employment opportunities.
- Others – to be determined

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** It is requested that the Board approve the proposed terms of the contract and an expense of \$2,500 per month which would be taken from the approved Economic Development budget.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:**

The Board was first introduced to Ms. Emily Miller back on September 21, 2015. Since then, she has been working in conjunction with Economic Development and the County Manager to gauge a plan of action for the County's current and future economic endeavors.





November 30, 2015

## Proposal for Bertie County

Retainer: \$2,500.00 / month for 12 months

Beginning December 15, 2015 through December 31, 2016

*no charge for time from November 16, 2015 through December 14, 2015*

- ✓ Grant and Loan Application Preparation
- ✓ Funding Administration (exclusive of grant allowance per below)
- ✓ Application Administrative Costs (i.e. binding, copying, postage, etc.)
- ✓ Consulting via Phone and in Bertie County (unlimited)
- ✓ Assistance with Economic Development Efforts
- ✓ Facilitation of Energy Project(s)
- ✓ Updates / Report to Board at 1 meeting / month
- ✓ Other? (Scott / Steve)

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### Additional Charges

- Funding Administration of **awarded** grants as allowed by Program  
*(i.e. 5% of grant with Not to Exceed)*  
Project management, facilitation of pay requests, weekly updates, compliance (i.e. Fair Housing, Section 3, etc.), Davis Bacon, etc.
- Preliminary Engineering Reports, Environmental Reports / Assessments, Maps, Engineering Budgets (i.e. utility infrastructure)

# Bertie County

## Board of Commissioners



December 7, 2015

**4:00pm**

Chairman	Ronald "Ron" Wesson	District 1
	Stewart White	District II
Vice Chairman	Tammy A. Lee	District III
	John Trent	District IV
	Ernestine (Byrd) Bazemore	District V

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**\*\*\* APPOINTMENTS \*\*\***

- 5:15 – 5:30 Program Update by Council on Aging Director, Venita Thompson, and Annette Eubanks of the Mid-East Commission Area Agency on Aging
- 5:30 – 5:45 EMS/NET Program Update by Emergency Services Director, Mitch Cooper

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- 11. Review of Department Head residency policy

**\*\*\*OTHER ITEMS\*\*\***

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- 2. Pending Items/Updates

**Commissioners’ Reports (E)**

**County Manager’s Reports (F)**

**County Attorney’s Reports (G)**

**Public Comments Continued**

**Closed Session**

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

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Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

**Adjourn**



# Bertie County

## Board of Commissioners

### **2015 BOARD REORGANIZATION AND ELECTION OF OFFICERS**

At this time, County Manager Sauer will oversee the election of the 2015 Chairman. The Board will also vote to elect a 2015 Vice Chairman. This process is being completed in accordance with **NCGS § 153A-39**.

The full statute is listed below:

### **NCGS § 153A-39**

**Selection of chairman and vice-chairman; powers and duties.** [During] its first regular meeting in December of each odd-numbered year, the board of commissioners shall choose one of its members as chairman for the ensuing year, unless the chairman is elected as such by the people or otherwise designated by law.

The board shall also at that time choose a vice-chairman to act in the absence or disability of the chairman. If the chairman and the vice-chairman are both absent from a meeting of the board, the members present may choose a temporary chairman.

The chairman is the presiding officer of the board of commissioners. Unless excused by rule of the board, the presiding officer has the duty to vote on any question before the board.

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Once a new Chairman and Vice Chairman have been appointed, we will have a brief recess so that the Board members may switch chairs, and so that name plates can be reorganized.



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** A-1

**DEPARTMENT:** Council on Aging

**SUBJECT:** Program Update by Council on Aging Director, Venita Thompson, and Annette Eubanks of the Mid-East Commission Area Agency on Aging

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** A-2

**DEPARTMENT:** EMS/NET

**SUBJECT:** EMS/NET Program Update by Emergency Services Director, Mitch Cooper

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** N/A



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** B-1

**DEPARTMENT:** --

**SUBJECT:** Vidant-Bertie Hospital Directors Council

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that the Board appoint the enclosed individual to this Board.

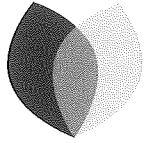
**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** N/A





# VIDANT HEALTH™

November 25, 2015

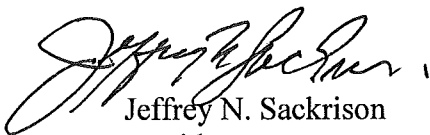
Mr. Scott Sauer  
County Manager  
County of Bertie  
Post Office Box 530  
Windsor, North Carolina 27983

Dear Mr. Sauer:

The Vidant Bertie Hospital Directors Council approved the recommendation of Mr. William "Bill" Pittman to fill the Council's vacancy that occurred as a result of the resignation of Mr. Hosea Wilson.

In accordance with the lease agreement, this recommendation will require a nomination from the Bertie County Commissioners to the Vidant Community Hospitals Board. I would like to request that this item of business be placed on the commissioners' agenda for action at their next meeting on December 7, 2015. Mr. Pittman's biography is enclosed for review. Thank you for your assistance in this matter.

Sincerely,



Jeffrey N. Sackrison  
President

[Enclosure]

cc: Glenwood Mitchell, Chairman  
Roger Robertson  
File

I am William Gibbs Pittman, Jr. I was born in Lewiston, NC, Bertie County. I married Alice Saunders Pittman also from Lewiston. Alice graduated from East Carolina University and became a teacher. She received her Masters Degree and her Administration and Supervision certificate from East Carolina University. She served as an assistant principal, a principal, and Director of Federal Programs for Bertie County Schools. We have two children: Dr. Tres Pittman, Director of Hospital Medicine at Wake Med, Raleigh, NC. and Jamieson Pittman, currently enrolled in his third year at the UNC Eshelman School of Pharmacy. I graduated from Bertie High School, and UNC School of Pharmacy. I did my internship in Rocky Mount, NC. I served in the US States Army for two years. One of which was in Seoul, South Korea and Alice and Tres went with me to live for that year. I returned to the US and moved to Windsor where I have lived since 1973. I purchased Pugh's pharmacy in 1979. I am the pharmacist/owner of Pittman's Pharmacy, Inc., serve as a pharmacist for Albemarle Regional Health Department (located in Windsor), and as a pharmacist for Community Care. I served as president of our local PTA, past president of Windsor Area Chamber of Commerce, and I was a member of the Windsor Jaycees. In 2009 I received the Windsor Area Chamber of Commerce Citizen of the Year Award. I attend St. Thomas Episcopal Church where I served on the Vestry and am currently the treasurer. I served as chairman of the Bertie County Financing Authority, was chairman of the Board of Health, and served on the Mid-East Comprehensive Health Planning Committee. I worked with the local Boy Scout troop, helped form the Youth Basketball League of Bertie County, and I helped with Little League baseball serving as an assistant coach and later as a coach. I was an active participant the schools' booster clubs that facilitated the renovation of our middle school and high school's baseball fields.



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** B-2

**DEPARTMENT:** --

**SUBJECT:** CADA Board

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that the Board appoint the enclosed individual to this Board.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

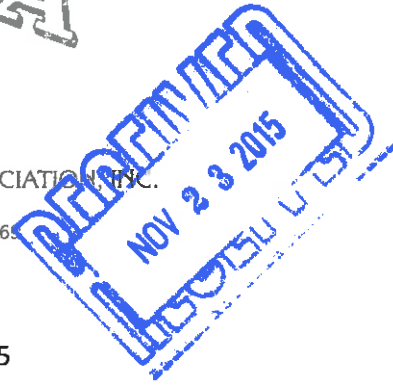
**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** N/A

C A D A



CHOANOKE AREA DEVELOPMENT ASSOCIATION, INC.  
P.O. Box 530  
RICH SQUARE, NORTH CAROLINA 27868  
TELEPHONE: 252-539-4155  
FAX: 252-539-2048



November 18, 2015

Ronald Wesson, Chairman  
Bertie County Board of Commissioners  
P O Box 530  
Windsor, NC 27983

Dear Commissioner Wesson:

RE: County Appointments to the CADA Board of Directors 2016 – 2017

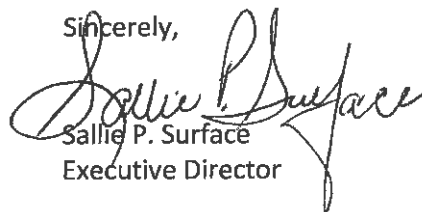
The By-Laws of Choanoke Area Development Association of North Carolina, Inc. (CADA), designate (2) Board positions to be appointed by Bertie County. Those appointed by the County may be County Commissioners themselves, or may be selected by the Commissioners from other County residents that can represent the County. The term of office is two years. There is no limit to the number of terms a County appointee may serve.

It is important to the mission of this agency that county appointees to the Board have knowledge, experience, and leadership skills that enable CADA to coordinate and maximize resources to serve those in need. Board meetings are on the second Tuesday of each month at 6:00 pm and are usually held at the CADA Administrative Office in Rich Square.

The current Board member appointed by Bertie County, Morris Rascoe, is eligible to be reappointed. There is a vacancy since Thadd White resigned. Currently, James Peele is serving in an interim position on the Board until the County can appoint a new member. Mr. Peele is interested in continuing to serve on the Board as a Bertie County appointment. CADA is requesting that your two appointments be made by December 15, 2015. The new Board will be installed at the annual meeting on January 12, 2016.

Thank you for the continuing support and guidance Bertie County. Please let me know if you need additional information.

Sincerely,



Sallie P. Surface  
Executive Director

✓cc: Scott Sauer, County Manager

## CADA Board

**Immediate Vacancies:** 1

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
CADA Board	3 years	James Peele	---	---

**Special requirements:** N/A

**Notes:** Ms. Sallie Surface, Executive Director of CADA of NC, Inc, informed us that Mr. James Peele was currently serving in an Interim capacity on the CADA Board. There is one vacancy on that board, and he would like to fill it to represent Bertie County. His application is forthcoming.

It is requested the Board appoint Mr. Peele to the Board pending the submission of his application per the Board's policy.

**Attendance of Current Members:** N/A

**Applications Received:**

Application is forthcoming.

**Current Members (unexpired):**

1. Morris Rascoe



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-1

**DEPARTMENT:** Administration

**SUBJECT:** Approve minutes for Regular Session 11-16-15

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that these minutes be approved.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** If legal review is still pending, it is requested that these minutes be approved upon the submission of any changes.

**Windsor, North Carolina**  
November 16, 2015  
**Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 7:00pm at 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I  
Stewart White, District II  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: Tammy A. Lee, District III

Staff Present: County Manager Scott Sauer  
Assistant County Attorney Jonathan Huddleston  
Finance Officer William Roberson  
Network Administrator Joe Wilkes  
Economic Development Director Steve Biggs  
Human Resources Director Carolyn Furnes  
Department of Social Services Director Linda Speller  
Income Maintenance Supervisor of Food and Nutrition Services,  
Velma Whitaker  
Income Maintenance Supervisor of Work First Vernetta Henderson  
Income Maintenance Caseworker for Food & Nutrition Services,  
Jean Copeland

Gene Motley of the Roanoke-Chowan News Herald, and Barry Ward of the Bertie Ledger-Advance were present from the media.

**CALL TO ORDER**

Chairman Wesson called the meeting to order, and thanked those present for their attendance.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Chairman Wesson led the Invocation and Pledge of Allegiance.



## **PUBLIC COMMENTS**

There were no public comments during this section.

## **APPOINTMENT**

### **Pound the Sound review and video presentation by Windsor Chief of Police, and President of the Windsor Rotary Club, Todd Lane**

Chairman Wesson first announced an agenda revision. The Chairman was notified before the start of this meeting that Windsor Chief of Police, and Windsor Rotary Club President, Todd Lane, was unable to attend tonight's meeting. This presentation was deferred until a later date.

### **Agency program update by Linda Speller, Director of the Bertie County Department of Social Services**

Department of Social Services Director, Linda Speller, and various staff members were present to assist in this programmatic update.

Mrs. Speller covered several program areas with significant local funds contributed such as the Special Assistance for adults and disabled persons serving 86 county residents at a cost of \$69,000 per month.

In addition, Mrs. Speller detailed the Medicaid Transportation program which assists clients with travel to and from medical appointments which serves 600 clients annually, and provides approximately 175 citizens with medical trips each month.

Mrs. Speller explained that County Manager Sauer had requested that the Board of Commissioners be provided an updated report regarding the Food and Nutrition Services (food stamps) program performance as compared with benchmark data from other counties.

Mrs. Speller referred the Board to correspondence from the US Department of Agriculture indicating that the State of North Carolina has received a "federal warning" for FNS processing delays which puts \$75,000,000 at risk which is provided annually to local Departments of Social Services for administrative costs.

Bertie County is performing at the 100 percent level as required by the State and federal agencies to insure that clients receive benefits within thirty (30) days of making an application at the local DSS office.

Income Maintenance Supervisor of Food and Nutrition Services, Velma Whitaker, Income Maintenance Supervisor of Work First Vernetta Henderson, and Income Maintenance Caseworker for Food & Nutrition Services Jean Copeland were also present for this report, and

provided detailed examples of the work processes and challenges encountered working through the State system protocols.

Mrs. Speller reported that 5,660 residents receive food stamps and the average monthly benefit for one recipient is \$194, whereas a two person household might qualify for \$337. The household minimum for elderly clients is \$16 per month.

In regards to staffing needs, the average caseload per worker is 400 to 475, and the department is recruiting for the six (6) new positions approved by the Board for FY 2015-2016 which are available January 1, 2016.

Commissioner Bazemore, who serves on the Board of Social Services commended Mrs. Speller and her staff for the outstanding job that they do every day in service to Bertie County citizens.

### **Presentation by Neil Brothers, Mobile Crisis Services Supervisor for Integrated Family Services**

Neil Brothers, Mobile Crisis Supervisor with Integrated Family Services (IFS) provided an introductory summary of mental health coverage for his contract agency under the local management entity, Trillium which was formerly Eastern Carolina Behavioral Services.

Mr. Brothers explained that a crisis occurs when ever a person does not have the coping skills to deal with the particular situation facing them, which ranges from financial to marital stress, substance abuse to suicide or loss of a family member.

IFS mobile crisis services are available 24 hours a day, 7 days per week and provide a two hour minimum response and come to the patient. The caseload in Bertie County averages five to fifteen responses per month.

### **Economic Development update by Director, Steve Biggs**

Economic Development Director, Steve Biggs, reviewed several projects with the Board, including efforts to evaluate a potential hotel site, with the assistance from the Electric-Cities and he noted that the Town of Windsor is an associate member.

He also updated the Board on the construction of a Family Dollar store in Aulander, efforts to site a manufacturing company in the shell building space at the State Prison and several other projects.

He noted that Commissioner Bazemore has been integral to the recruitment of a new Dentist for Bertie County, and will be looking at office space in Windsor in the very near future.

Following Mr. Biggs remarks, Chairman Wesson announced that the Board of Commissioners has project unveiling that has been the result of the collective effort of the County Commissioners and he read the following statement into the record:

*“Good evening ladies and gentlemen. As Chairman of this board, it gives me great pleasure to announce a major and perhaps even historic acquisition of waterfront property in support of this county’s Economic Development Strategy as it relates to Adventure Tourism and Waterfront Development. For many years, prior boards have sought a public access waterfront property that would make Bertie County a premier destination for tourism, water sports, camping, entertainment, and family oriented eco-friendly outings.*

*On today, November 16th, by unanimous vote, this body approved the expenditure of funds in the amount of \$1,250,000 to secure the purchase a 137 acre waterfront property on the Albemarle Sound that includes 2,200 linear feet of beach front access. This property located just east of what is commonly referred to as the Bell property, and west of Bal- Gra, is uniquely pristine and will give this county an opportunity to create one of the premier inter-banks recreational destinations in the State.*

*Bertie County has a unique opportunity to build on its location as a “gateway community” to the Outer Banks by offering experiences that are unparalleled in the realm of historical, natural resources and eco-tourism. The Board’s action tonight includes the transfer of \$855,000 from Water District 11 cash reserves to the General Fund as repayment of startup loans in the 1990’s, with the remaining \$395,000 from the County’s General Fund. It is this Board’s firm expectation that this acquisition will not negatively impact our county’s tax rates.*

*Let me share a personal story with you. As a child born here in Bertie County, I was always fascinated with the water, but like so many, I never had the opportunity to enjoy the fun of learning to swim and enjoy water sports in this county. I remember that we once heard that the beaches in Winton were open to us, and my Mom took me and some friends there, but we were turned away. Not to be outdone, my Mom took me and my friends to a pool in Rocky Mount for most of that summer, where we learned to swim and enjoy the water. Even today, this story is far from unique...but the actions of this Board, will open up one of this county’s most cherished assets to all of her citizens and guest alike.*

*In the coming weeks, the Board of Commissioners will look to engage a planning consultant to assist with development of a vision for the ultimate build out for this property to include road access, parking, restroom and picnic facilities in phase one. Other potential amenities may include an outdoor performance stage on the waterfront, a heritage tourism and a Lost Colony visitor education center. The possibilities are truly unlimited. Can you imagine swimming for children, adventure programming through Cooperative Extension’s 4H Clubs, hosting corporate outings, family reunions, and Church events like Sun Rise Sunday or baptisms in the shallow sandy waters?*

*Educational field trips for school children, a vacation spot for local families and hosting visitors from across the State and region are also possible.*

*I want to thank the hard work and dedication of so many of Bertie's finest on our team. Special thanks to Steve Biggs our Dir. Of Economic Development who led this effort; to William Roberson from Finance, Traci White from Planning, our legal team, Lloyd Smith and Jonathan Huddleston, and most importantly our County Manager Scott Sauer. But none of this could have happened without the faith and trust of members of this Board as we work to help "Build a Better Bertie".*

*It is my prayerful expectation that this investment will proudly serve the citizens of Bertie County for generations to come."*

Commissioner Bazemore made a **MOTION** to approve the Assumption and Assignment Agreement as prepared by the County Attorney which provides for the purchase of this property as described by the Chairman. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The executed contract reads as follows:

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment of Agreement for purchase and sale of real property made and entered into this the 13<sup>th</sup> day of November, 2015 by and between Pritchett & Burch, PLLC (hereinafter sometimes referred to as "Assignor") and Bertie County, a Body Politic organized under the laws of the State of North Carolina (hereinafter sometimes referred to as "Bertie" and sometimes hereinafter referred to as the "Assignee").

WITNESSETH, THAT WHEREAS:

- A. Bertie County is a sovereign county in the State of North Carolina;
- B. Pritchett & Burch, PLLC are the attorneys for the Assignee;
- C. In closed session pursuant to N.C.G.S. §143-318.11(a)(4) and (5), the County Commissioners of Bertie County decided that the best interest of the citizens of the Bertie County would be served by attempting to purchase a 137.063 tract of land, which is more particularly described on a plat recorded in Map Book B, Page 655 in the office of the Register of Deeds of Bertie County (hereinafter referred to as the "Tract") for public purposes such as water access for the citizens of Bertie County on the Albemarle Sound and other significant recreational uses;
- D. In closed session pursuant to N.C.G.S. §143.318.11(a)(5), the County Commissioners of Bertie County directed the attorneys of Pritchett & Burch, PLLC to enter into negotiations as an agent for an undisclosed Principal, to-wit Bertie County, for purposes of maintaining confidentiality and preventing any undue increase in the purchase price for the Tract;

E. The County Commissioners of Bertie County authorized and delineated the terms and purchase they were willing to pay for the Tract in Closed Session;

F. Pritchett & Burch, PLLC entered into said negotiations and with the full knowledge, approval, and authority of the County Commissioners of Bertie County, successfully negotiated a purchase for the Tract as shown on the document attached hereto as Exhibit 1 entitled "Agreement For Purchase And Sale Of Real Property" (hereinafter referred to as "Agreement") which is signed by Lloyd C. Smith, Jr., Member-Manager of Pritchett & Burch, PLLC as agent for an undisclosed Principal and Brown Brothers Enterprises, LLC, which is signed by its Managing Partner;

G. Pritchett & Burch, PLLC executed said Agreement upon the expressed condition that they were attorneys and agents for an undisclosed Principal and would have the absolute right to assign the terms of the Agreement to its Principal, which will become responsible for all the terms thereof;

**NOW, THEREFORE, Pritchett & Burch, PLLC as Assignor and Bertie County as Assignee covenant, contract, and agree as follows:**

1. The Agreement attached hereto as Exhibit 1 and all of its terms and conditions are hereby assigned to Bertie County, the Assignee by Pritchett & Burch, PLLC as the Assignor without recourse.

2. All the terms and conditions of said Agreement are incorporated in this Assignment.



3. Henceforth, Pritchett & Burch, PLLC will have no further rights or liabilities arising from or out of this transaction or from and out of the terms of the aforesaid Agreement.

4. Bertie County agrees to hold said attorneys harmless from any liability arising from said law firm acting as the agent for its undisclosed Principal which is now known to be Bertie County.

5. Bertie County will have all of the rights, obligations, and liabilities set forth in the Agreement which is incorporated herein.

6. Henceforth, Bertie County shall be the party to which the Tract will ultimately be titled and which will pay the purchase price as set forth in the Agreement.

In testimony whereof, the Parties hereto have executed this Agreement in two original counterparts with the said Agreement being signed by the Managing-Member of Pritchett & Burch, PLLC as Assignor and the Chairman of the Bertie County Commissioners and the Clerk to the Board signing the same as agents of Bertie County.

ATTEST:

Sarah Tinkham  
Sarah Tinkham  
Clerk to the Board of  
Commissioners

Sarah Tinkham  
SARAH TINKHAM  
COUNTY CLERK

BERTIE COUNTY

By: Ronald W. Wesson (SEAL)  
Ronald W. Wesson, Chairman of  
the Board of Commissioners of  
Bertie County

ATTEST:

By: Judy W. Brown  
Judy W. Brown

Pritchett & Burch, PLLC

By: Lloyd C. Smith (SEAL)  
for Lloyd C. Smith, Member-Manager

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

This the 16<sup>th</sup> day of November, 2015.

By: William Roberson  
William Roberson, Finance Officer

LCS 15County/Tall Drink of Water 15-MS-377/Assignment and Assumption Agreement/lbt

Chairman Wesson called on Finance Officer William Roberson to present a budget amendment detailing the transaction with the appropriate fund transfer and appropriation from fund balance reserves as detailed below:



## BUDGET AMENDMENT

# 16-06

10-0050-4839-27	\$	INCREASE 855,000	10-0090-4991-99	\$	DECREASE 855,000
60-7110-5980-10	\$	INCREASE 855,000	60-0090-4991-99	\$	INCREASE 855,000

### TO TRANSFER REMAINING STARTUP LOAN FROM WD II

10-4920-5570-00	\$	INCREASE 1,250,000	10-0090-4991-99	\$	INCREASE 1,250,000
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### TO SETUP BUDGET FOR ECON. DEV. CAPITAL OUTLAY - LAND PURCHASE

APPROVED 11/16/2015

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Commissioner Trent made a **MOTION** to approve the Finance Officer's recommendation. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

## BOARD APPOINTMENTS

### CADA Board

Commissioner White made a **MOTION** to reappoint Morris Rascoe to the CADA Board. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

## CONSENT AGENDA

Commissioner Bazemore made a **MOTION** to approve the Consent Agenda collectively as presented. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

1. **Tax Release Journal** – October 2015
2. **Minutes** for Regular Session 11-2-15, and Work Session 11-2-15

## DISCUSSION AGENDA

**Update: review and consider municipal requests for litter, solid waste and other code enforcement**

Attorney Huddleston provided the following summary of steps and necessary actions by each municipality, including suggested language revisions for the interlocal agreement:

*“For a municipality to adopt a solid waste management ordinance it has to advertise and hold a public hearing. The statutes vary slightly on how much notice is required (one date of publication or two, publish seven days prior to the hearing or 10), but they all require some kind of notice. It is recommended that following text be inserted: Paragraph 5 - The TOWN will pay any costs or fees associated with any enforcement action, including but not limited to filing fees, service fees, publication costs, attorney’s fees, mediation fees, court reporter fees, deposition fees or expert witness fees. Important distinctions, and issues need to be resolve. Especially, if a town resident were to challenge the County’s enforcement procedures, we need to insure that there have been no procedural lapses or omissions. “*

**Discuss job classification recommendations and work schedule**

After some discussion, Commissioner Trent made a **MOTION** to engage the Mercer Group for a job classification and salary study for the cost of \$19,750. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Review regional PSAP backup center and draft resolution from Martin County**

After some discussion, Commissioner Bazemore made a **MOTION** to approve the regional PSAP backup center and draft resolution from Martin County. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Resolution reads as follows:

**RESOLUTION SUPPORTING THE APPLICATION FOR A GRANT  
FROM NORTH CAROLINA 911 BOARD**

WHEREAS, Beaufort County, Bertie County and Martin County currently operate Public Safety Answering Points or PSAP's providing service and answering 911 calls in their respective jurisdictions; and

WHEREAS, the current PSAP's providing service and answering 911 calls for Beaufort County, Bertie County and Martin County are handled through a system financed, in part, from 911 surcharge funds provided by the North Carolina 911 Board under G.S. 62A-46(c); and

WHEREAS, the North Carolina 911 Board will soon commence its PSAP Grant Program; and

WHEREAS, Martin County plans to apply for funding through the PSAP Grant Program for the relocation of its primary PSAP; and

WHEREAS, through NC General Statutes 62A-46(e)(4a), the State of North Carolina requires a PSAP to have a plan and means for 911 call-taking in the event 911 calls cannot be received and processed in the primary PSAP; and

WHEREAS, through the PSAP Grant Program application referenced above, Beaufort County, Bertie County and Martin plan to jointly apply for grant funding to provide back-up PSAP service for the PSAP's and citizens of all three counties on a regional basis; and

WHEREAS, the Beaufort County Board of Commissioners, Bertie County Board of Commissioners and the Martin County Board of Commissioners support the regional effort to cooperatively provide for the back-up PSAP needs of Beaufort, Bertie and Martin Counties in a cost effective way; and

WHEREAS, by this Resolution, the Beaufort County Board of Commissioners, Bertie County Board of Commissioners and the Martin County Board of Commissioners intend to authorize and to support an application for grant funding under the PSAP Grant Program adopted by the North Carolina 911 Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Beaufort County, Bertie County and Martin County, each being a government body located in North Carolina, that individually and jointly each of the governmental bodies expresses its support for the relocation of the Martin County PSAP; and

FURTHERMORE, BE IT RESOLVED by the Board of Commissioners of Beaufort County, Bertie County and Martin County, each being a government body located in North Carolina, that individually and jointly each of the governmental bodies:

- Expresses its support for the provision of a single back-up PSAP facilities for the PSAP's and citizens of all three counties on a regional basis through utilizing the existing Martin County Primary PSAP and relocated Martin County Primary PSAP proposed; and

- Agrees to facilitate and finance, or partially finance, the operation and maintenance costs for the provision of back-up PSAP facilities for the PSAP's and citizens of all three counties on a regional basis through the existing Martin County PSAP and relocated Martin County PSAP proposed; and
- Authorizes and supports the application for a grant under the PSAP Grant Program from the North Carolina 911 Board when the applications for funding become available; and
- Agrees that in order to facilitate the application and granting process, the application shall be submitted and any grant funds received shall be administered with Martin County acting as the lead agency for such purposes.

### **COMMISSIONER REPORTS**

Commissioner Trent updated all of those present on the latest work done by the NC Wildlife Resources Commission's construction on the new fishing pier and boat launch on the Roanoke River located on Weeping Mary Road, and reported that it should be completed by the end of November. He also announced that all Courthouse and Jail renovations are progressing as scheduled.

Commissioner Bazemore announced that she had attended the recent NC Soil and Water Conservation Regional meeting and learned a lot of new information. Commissioner Bazemore recommended that the Board review its policy and protocols to improve its responses to public comments from citizens, and to hold a work session if necessary.

Also, Commissioner Bazemore reported that the dentist from Raleigh is prepared to make a commitment to come to Bertie County and he is looking for office space that would be appropriate for dental services. Commissioner Trent suggested the current Sheriff's office located on Dundee Street which will soon be vacated as a possibility. County Manager Sauer reminded the Board that the other possible use for that space is the NC DMV license office that may be opened in Windsor at some point in the future that had been mentioned by Vice Chairman Lee.

Commissioner White expressed his gratitude to Steve Biggs for his efforts in assisting the Board with securing public access to the waters of the Albemarle Sound, and reminded the audience of the 52<sup>nd</sup> annual herring supper at the Perrytown Fire Department next Friday, November 27<sup>th</sup>. He also reported new information regarding project costs for the new water treatment plant in Martin County which was dedicated last week. Lastly, he expressed congratulations to the congregation of Peter's Chapel Church on its 150<sup>th</sup> anniversary.

Chairman Wesson expressed his support and gratitude to the staff of the Water Department and its efforts to support Bertie County Residents. He also explained the extensive efforts being made to improve service in Roxobel and other areas of the County.

### **PUBLIC COMMENTS**

There were no public comments during this section but Commissioner Bazemore gave the following closing remarks to the audience stating "we [the Board] want[s] to hear from you and to have your input on the projects we are undertaking," and encouraged the public present to be vocal if needs or concerns arise.

### **ADJOURN**

Chairman Wesson adjourned the meeting at 8:40PM.

---

Ronald D. Wesson, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-2

**DEPARTMENT:** Administration

**SUBJECT:** Approve minutes for Closed Session 11-16-15

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that these minutes be approved.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** If legal review is still pending, it is requested that these minutes be approved upon the submission of any changes.



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-3

**DEPARTMENT:** Administration

**SUBJECT:** Approve Minutes for Work Session 11-16-15

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that these minutes be approved.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** If legal review is still pending, it is requested that these minutes be approved upon the submission of any changes.



**Windsor, North Carolina**  
November 16, 2015  
**Work Session**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 2:00pm at 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald “Ron” Wesson, District I  
Stewart White, District II  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: Tammy A. Lee, District III

Staff Present: County Manager Scott Sauer  
Assistant County Attorney Jonathan Huddleston  
Finance Officer William Roberson  
Parks and Recreation Director Donna Mizelle  
Economic Development Director Steve Biggs

**CALL TO ORDER**

Chairman Wesson called the meeting to order, and thanked those present for their attendance.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Chairman Wesson led the Invocation and Pledge of Allegiance.

**APPOINTMENTS**

The Board heard a joint presentation by Lindsay Richardson of Park & Play Structures, as well as from Kristie Pate of Bliss Products and Services. There was also a questions and answer review upon completion of the presentations.

At approximately 3:00PM, the Board received another joint presentation from Susan Paschal of Play World Preferred, and Chip Zechman of Play World Products. There was also a questions and answer review upon completion of the presentations.

In preparation for the next portion of the meeting, Assistant County Attorney, Jonathan Huddleston, and Economic Development Director, Steve Biggs, arrived at 4:00PM.

**CLOSED SESSION**

Commissioner Trent made a **MOTION** to go into Closed Session pursuant to NCGS 143-318.11(a)(5). Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Bazemore made a **MOTION** to return to Open Session. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

**RECESS**

Chairman Wesson recessed the meeting until the 7:00PM regular meeting in order for the Board to break for dinner and tour the courthouse renovation site.

---

Ronald D. Wesson, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-4

**DEPARTMENT:** Various

**SUBJECT:** Approve Bonds held for Bertie County officials

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** Per statute §58-72-20:

*The bonds of the officers named in G.S. 58-72-10 shall be carefully examined on the first Monday in December of every year, and if it appears that the security has been impaired, or for any cause become insufficient to cover the amount of money or property or to secure the faithful performance of the duties of the office, then the bond shall be renewed or strengthened, the insufficient security increased within the limits prescribed by law, and the impaired security shall be made good; but no renewal, or strengthening, or additional security shall increase the penalty of said bond beyond the limits prescribed for the term of office.*

# REQUEST FOR BOARD ACTION

Bertie County

Board of Commissioners

**MEETING DATE:** Monday, December 7, 2015

**SUBJECT:** Review of Public Officials' Bond

**SUMMARY OF REQUEST:**

Pursuant to N.C. General Statute §58-72-20 (and the Board's Rules of Procedure), the next order of business at the Board's annual organizational meeting is the annual review and approval of the size and issuer of the bonds for county public officials.

Under §58-72-20:

*The bonds of the officers named in G.S. 58-72-10 shall be carefully examined on the first Monday in December of every year, and if it appears that the security has been impaired, or for any cause become insufficient to cover the amount of money or property or to secure the faithful performance of the duties of the office, then the bond shall be renewed or strengthened, the insufficient security increased within the limits prescribed by law, and the impaired security shall be made good; but no renewal, or strengthening, or additional security shall increase the penalty of said bond beyond the limits prescribed for the term of office.*

The following are the current bond amounts:

<b>PUBLIC OFFICIAL</b>	<b>BOND AMOUNT</b>	<b>BOND COMPANY</b>
*John Holley, Sheriff	\$25,000.00	RLI Insurance Company
Tax Administrator (Position Bond)	\$50,000.00	Cooper Insurance Agency/CNA Surety
Finance Director (Position Bond)	\$50,000.00	Cooper Insurance Agency/CNA Surety
Annie Wilson, Register of Deeds	\$50,000.00	Cooper Insurance Agency/CNA Surety

\*The bond for Sheriff Holley is valid through 2018 per Board approval in December 2014.

**BOARD ACTION REQUESTED:**

It is requested that the Board approve the bonds.

If the Board is so inclined, the following motion is suggested:

***“I move that the Board approve the public officials’ bonds as proposed.”***

**Cooper Insurance Agency  
Invoice**

A division of: Phelps Insurance Group, Inc.  
Phone: 252-794-4036

Date: 11/18/2014

PO Box 39      103 S Kings St.  
Windsor NC      27983

Account #

Account Rep:

Bertie County Sheriff's Office  
PO Box 157  
Windsor, NC 27983

Please detach and return top portion with payment.

Cooper Insurance Agency

252-794-4036

Insured name:  
John B Holley

Date:  
11/18/2014

Effective Date	Company	Transaction description	Amount
12/6/2014 – 12/6/2018	RLI Insurance Co.	Bond (\$25,000)	\$444.00

Notes:	Invoice Total:
John B Holley – Bond	\$444.00

Please Remit to: Cooper Insurance Agency  
PO Box 39, Windsor NC 27983

COUNTY OF BERTIE

P.O. BOX 530  
WINDSOR, NC 27983

112515

166418  
VOUCHER

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT PO NO.

1/20/15 2016-ROD

BOND RENEWAL

221.00 2307

*Handwritten scribbles*

0342 CNA SURETY DIRECT BILL

221.00

166418

SOUTHERN BANK AND TRUST

COUNTY OF BERTIE  
ACCOUNTS PAYABLE  
P.O. BOX 530  
WINDSOR, NC 27983

CHECK NO.

166418

166418

68-258  
531

This Disbursement has been approved as  
Required by The Local Government & Fiscal Control Act.

VENDOR	CHECK DATE	CHECK AMOUNT
10342	11/24/2015	\$221.00

PAY

\*\*\*\*\*221 DOLLARS AND NO CENTS

TO THE  
ORDER OF

CNA SURETY DIRECT BILL  
P.O. BOX 957312  
ST. LOUIS

MO 63195-7312

*Signature*

NON-NEGOTIABLE

⑈166418⑈ ⑆053102586⑆5331708879⑈

**NOTICE OF PREMIUM DUE**  
\*\*\*\*\*



Phone: 1-888-866-2666  
Fax: 1-605-335-0357  
Email: uwservices@cna surety.com  
Company#: 0601  
Bond/Policy#: 71036141  
Billing Date: 10/23/2015  
Due Date: 12/23/2015

OFFICE OF THE REGISTER OF DEEDS COUNTY OF BER  
P. O. BOX 340  
WINDSOR, NC 27983

Premium: \$221.00

**Amount Due: \$221.00**

We show 3 rated for premium purposes.  
To ensure proper coverage, verify the total number of employees and owners covered & contact us with changes. Note: After several years, we may have increased our rates slightly.

Company#: 0601  
Bond/Policy#: 71036141  
Effective Date: 12/23/2015      Anniversary Date: 12/23/2016  
Bond amount: \$50,000.00  
Name: OFFICE OF THE REGISTER OF DEEDS COUNTY OF BERTIE  
Description: NC P E F P B #3

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: (252)794-4036      **Cooper Insurance Agency**  
Agency Code: 32-02936      **P. O. Box 39**  
   **Windsor, NC 27983**

**YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM**

Please detach and return the coupon below with your payment. Please send payment to the address below.  
For overnight payments please call 1-888-866-2666.

**CNA Surety**

Company#: 0601  
Bond/Policy#: 71036141      Effective Date: 12/23/2015  
Name: OFFICE OF THE REGISTER OF DEEDS COUNTY OF BERTIE  
Description: NC P E F P B #3  
Written By: WESTERN SURETY COMPANY  
Agency Code: 32-02936      Cooper Insurance Agency

**Amount Due: \$221.00**



Check here if changes needed and explain below.

Make Check Payable To CNA Surety

CNA Surety Direct Bill  
P.O. Box 957312  
St Louis, MO 63195-7312

**PAID**  
NOV 24 2015

**NOTICE OF PREMIUM DUE**

\*\*\*\*\*



Phone: 1-888-866-2666  
Fax: 1-605-335-0357  
Email: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)

Company#: 0601  
Bond/Policy#: 24857715  
Billing Date: 10/02/2015  
Due Date: 12/06/2015

BERTIE COUNTY TAX COLLECTOR  
PO BOX 527  
WINDSOR, NC 27983

Premium: \$450.00

**Amount Due: \$450.00**

We show one individual in this business. To ensure proper coverage, verify the total number of employees (and owners, if they are covered) & fax, call or write us if the number has changed.

Company#: 0601  
Bond/Policy#: 24857715  
Effective Date: 12/06/2015      Anniversary Date: 12/06/2016  
Bond amount: \$50,000.00  
Name: BERTIE COUNTY TAX COLLECTOR  
Description: NC P.E. POSITION SCHEDULE (1)

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: (252)794-4036  
Agency Code: 32-02936

**Cooper Insurance Agency**  
**P. O. Box 39**  
**Windsor, NC 27983**

**YOU CAN PAY ONLINE BY VISITING [ONLINEPAY.CNASURETY.COM](http://ONLINEPAY.CNASURETY.COM)**

Please detach and return the coupon below with your payment. Please send payment to the address below. For overnight payments please call 1-888-866-2666.



COUNTY OF BERTIE

P.O. BOX 530  
WINDSOR, NC 27983

102515

165884  
VOUCHER

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

1/20/15 15-16COND-FI SURETY BOND-FY 2015-2016  
1/20/15 15-16BOND-TA ANNUAL BOND FOR TAX COLLE

175.00 1755  
450.00 1758

0342 CNA SURETY DIRECT BILL

625.00

165884

SOUTHERN BANK AND TRUST

COUNTY OF BERTIE  
ACCOUNTS PAYABLE  
P.O. BOX 530  
WINDSOR, NC 27983

CHECK NO.

165884

165884

68-258  
531

This Disbursement has been approved as  
Required by The Local Government & Fiscal Control Act.

VENDOR	CHECK DATE	CHECK AMOUNT
10342	10/22/2015	\$625.00

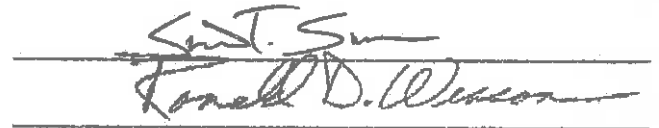
PAY

\*\*\*\*\*625 DOLLARS AND NO CENTS

TO THE  
ORDER OF

CNA SURETY DIRECT BILL  
P.O. BOX 957312  
ST. LOUIS

MO 63195-7312



⑈ 165884 ⑈ ⑆ 053 102586 ⑆ 533 1708879 ⑈

**NOTICE OF PREMIUM DUE**  
\*\*\*\*\*



Phone: 1-888-866-2666  
Fax: 1-605-335-0357  
Email: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)  
Company#: 0601  
Bond/Policy#: 24857717  
Billing Date: 10/02/2015  
Due Date: 12/06/2015

BERTIE COUNTY FINANCE OFFICER  
P. O. BOX 530  
WINDSOR, NC 27983

Premium: \$175.00

<b>Amount Due: \$175.00</b>
-----------------------------

We show one individual in this business. To ensure proper coverage, verify the total number of employees (and owners, if they are covered) & fax, call or write us if the number has changed.

Company#: 0601  
Bond/Policy#: 24857717  
Effective Date: 12/06/2015      Anniversary Date: 12/06/2016  
Bond amount: \$50,000.00  
Name: BERTIE COUNTY FINANCE OFFICER  
Description: NC P.E. POSITION SCHEDULE (1)

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: (252)794-4036      **Cooper Insurance Agency**  
Agency Code: 32-02936      **P. O. Box 39**  
   **Windsor, NC 27983**

**YOU CAN PAY ONLINE BY VISITING [ONLINEPAY.CNASURETY.COM](http://ONLINEPAY.CNASURETY.COM)**

Vendor 10348  
10-4130-5450-00

Please detach and return the coupon below with your payment. Please send payment to the address below.



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-5

**DEPARTMENT:** Register of Deeds

**SUBJECT:** Register of Deeds Fees Report – November 2015

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** N/A



# Bertie County Register of Deeds

Annie F. Wilson  
Register of Deeds

P.O. Box 340  
Windsor, NC 27983  
252-794-5309  
[www.bertie-live.inttek.net](http://www.bertie-live.inttek.net)

NORTH CAROLINA  
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of NOVEMBER 2015 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

### AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$3,258.60
10-0030-4344-03	VITAL STATISTICS-----		\$952.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$193.95
10-0030-4344-04	NO. MARRIAGE LICENSE-----	5 @ \$60.00-----	\$300.00
			<u>\$4,704.55</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$1,497.00
10-0030-4344-10	STATE TREASURER FEE-----	112 @ \$6.20-----	\$694.40
	STATE VITAL RECORDS-----	@ \$14.00-----	
			<u>\$6,895.95</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		\$4.00
			<u>\$6,899.95</u>

*Annie F. Wilson*  
REGISTER OF DEEDS - BERTIE COUNTY  
*By: Shakedia L. Williams, Assoc*

### FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	19 @ \$6.20=	\$117.80
ADDITIONAL PAGES-----	8 @ \$0.40=	\$3.20
DEEDS & OTHER INSTRUMENTS-----	103 @ \$1.94=	\$199.82



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-6

**DEPARTMENT:** Tax

**SUBJECT:** Tax Department Release Journal – November 2015

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** N/A



Bertie County Tax Department  
PO Box 527  
106 Dundee St.  
Windsor, NC 27983  
Phone: (252) 794-5310  
Fax: (252) 794-5357

December 1, 2015

William Roberson  
Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Error Journal" (Ledger) manually maintained in the tax office, both relative to Errors and Releases which are now ready for your approval.

The errors and releases herein are for the month of **NOVEMBER** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

Tax Administrator

Approved on \_\_\_\_\_ 20\_\_\_\_

---

RLS*15*334	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	11/4/2015	Rascoe, Joseph	G01	\$210.00	\$0.00	\$0.00		\$210.00
		Elderly exemption left off in error						
	11/23/2015	Thomas, David 15A5855489520	G01	\$28.71		\$0.00		\$28.71
		Use Value left off in error						
	11/23/2015	Thomas, David 15A5828476782	G01	\$79.40	\$0.00			\$79.70
		Use Value left off in error	C04	\$34.16				\$34.16
	11/23/2015	Thomas, David 15A5828379831	G01	\$394.77				\$394.77
		Use Value left off in error	C01	\$169.19				\$169.19
	11/23/2015	Thomas, David 15A5828356877	G01	\$449.88		\$0.00		\$449.88
		Use Value left off in error						
	11/23/2015	Thomsas, David 15A5828279772	G01	\$39.40				\$39.40
		Use Value left off in error						
								<u>\$1,405.81</u>

RT020303  
Page 1  
Effective Date 11/04/15

Detail Transactions by Group  
Abatement

Tax Collections  
12/01/15  
Group Number RLS#16\*334

Seq	Date	Account Number	Taxpfrt Number	Tax Code	Transaction Amount	Penalty Amount	Addl Cigs	Interest Amount	Discnt Amount	Check Number	Trans Rev Description
1	11/04/15	10866	15A985259415	G01	210.00	0.00	0.00	0.00	0.00		R PG96
2	11/23/15	31869	15A985489E20	G01	28.71	0.00	0.00	0.00	0.00		R PG96
3	11/23/15	31869	15A9828476792	G01	28.71	0.00	0.00	0.00	0.00		R PG96
4	11/23/15	31869	15A9828476792	C04	79.70	0.00	0.00	0.00	0.00		R PG96
5	11/23/15	31869	15A9828476792	G01	113.86	0.00	0.00	0.00	0.00		R PG96
6	11/23/15	31869	15A9828476792	C04	39.40	0.00	0.00	0.00	0.00		R PG96
7	11/23/15	31869	15A9828476792	G01	563.96	0.00	0.00	0.00	0.00		R PG96
8	11/23/15	31869	15A9828476792	C04	449.88	0.00	0.00	0.00	0.00		R PG96
9	11/23/15	31869	15A9828476792	G01	449.88	0.00	0.00	0.00	0.00		R PG96
10	11/23/15	31869	15A9828476792	C04	39.40	0.00	0.00	0.00	0.00		R PG96
11	11/23/15	31869	15A9828476792	G01	39.40	0.00	0.00	0.00	0.00		R PG96
12	11/23/15	31869	15A9828476792	C04	203.35	0.00	0.00	0.00	0.00		R PG96
13	11/23/15	31869	15A9828476792	G01	1202.46	0.00	0.00	0.00	0.00		R PG96
14	11/23/15	31869	15A9828476792	C04	1405.81	0.00	0.00	0.00	0.00		R PG96

Tax Code Totals  
C04\*15- KELFORD  
G01\*15- BRT TAX

Totals By Tax Cycle \*\*\*\*\*  
Current 0.00  
Delinquent 1405.81





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-7

**DEPARTMENT:** Human Resources

**SUBJECT:** Approval of Springsted as the County's vendor for a job classification and salary study replacing the Mercer Group which was originally recommended and approved by the Board

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** N/A

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** N/A

September 23, 2015

Mr. Scott T. Sauer, County Manager  
Bertie County  
106 Dundee Street  
2<sup>nd</sup> Floor  
Windsor, North Carolina 27983

Dear Mr. Sauer:

I am pleased to submit our qualifications statement and Memorandum of Agreement for services for a Compensation and Salary Study for Bertie County. This submittal is presented in response to the County's request for qualifications. Five (5) copies of this agreement are enclosed for your execution.

This contract will be performed through an agreement between the North Carolina Association of County Commissioners and Springsted Incorporated of Richmond, Virginia. Mr. John A. Anzivino, Senior Vice President, will serve as project director and principal on-site consultant for this project. He will be assisted by Mr. Joel Davis, Vice President and other Springsted staff. Resumes of staffing assigned to this study and Springsted's client references have been presented in prior communications. As you know, Springsted Incorporated has conducted numerous personnel studies for counties in North Carolina and is well qualified to perform the work described herein.

I will have overall responsibility for this project to determine that all contractual obligations of this study are successfully met.

If you have any questions or need clarification on any item contained within our Memorandum of Agreement, please contact me at the Association Office.

Sincerely,

Amy Bason  
Deputy Executive Director

Enclosures

cc: John A. Anzivino, Springsted Incorporated

## MEMORANDUM OF AGREEMENT

### PERSONNEL SERVICE

### BERTIE COUNTY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of September \_\_\_\_, 2015, by and between the North Carolina Association of County Commissioners, an unincorporated association, hereinafter called "Association", and Bertie County, a governmental subdivision of the State of North Carolina, hereinafter called the "County".

### WITNESSETH

In consideration of the amounts of money hereinafter agreed to be paid, and in consideration of the other conditions hereinafter agreed to by the County, the Association offers to perform the following services:

#### Scope of Services

See Attachment "B", Scope of Services as amended, which is incorporated into and made a part of the Memorandum of Agreement by reference.

#### Time for Performance

The time for performance will be approximately 120 calendar days. This study can be started no later than October 15, 2015 and completed by February 15, 2016. This completion date is guaranteed for a period of thirty (30) days only after the submission date.

#### Costs

The professional fee of the proposed work is Twenty Five Thousand Seven Hundred Fifty Dollars (\$25,750.00) plus project expenses not expected to exceed \$2,800.00.

In consideration of the services performed by the Association, the County agrees to abide by and perform the following:

The County will be billed an initial payment of \$6,437.50, two monthly progress payments of \$6,437.50 and a final payment of \$6,437.50 plus properly documented expenses when the project is completed and presented to the County. This cost includes fifteen (15) bound copies of the completed study document and electronic versions of the study and supporting information. The County agrees to remit payment to Springsted upon receipt of each of the statements referred to above.

Execution

If this Memorandum of Agreement is not executed and returned to the Association Office within thirty (30) days from the submission date, the time frame for performance may have to be renegotiated.

If the terms of this contract are acceptable, please sign two (2) copies and return same to the Association office.

SUBMITTED BY:

NORTH CAROLINA ASSOCIATION  
OF COUNTY COMMISSIONERS

ACCEPTED BY:

BERTIE COUNTY

---

Amy Bason  
Deputy Executive Director

---

Name

---

Submission Date

---

Title

---

Date



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-8

**DEPARTMENT:** Sheriff's Office

**SUBJECT:** Declare service weapons as surplus property, and approve sale to retiring Sheriff's Office staff

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Recommend approval.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** N/A

**RESOLUTION DECLARING SERVICE WEAPONS AS SURPLUS PROPERTY;  
AUTHORIZATION OF PURCHASE BY RETIRING  
DETECTIVE SERGEANT, EDWIN “ED” PITTMAN**

**THAT, WHEREAS,** Edwin “Ed” Pittman, began his Bertie County Law Enforcement career in 1988; and

**WHEREAS,** after 27 years of distinguished service to Bertie County, Edwin “Ed” Pittman will retire: and

**WHEREAS,** North Carolina General Statute 20-187.2 (a) provides that the governing body of the law enforcement agency may in its discretion, award to a retiring member upon his/her request for their service weapon(s); and

**WHEREAS,** the governing body deems said service weapons as surplus property; and

**WHEREAS,** according to North Carolina General Statute 14-202 and 14-409.1, proper permits have been obtained in order to receive the side arm.

**NOW, THEREFORE, BE IT RESOLVED** by the Bertie County Board of Commissioners that Edwin “Ed” Pittman be awarded the following service weapon for the following denomination: a price of one dollar (\$1.00) for a Sig P9229, 40 caliber, with the Serial Number of AM74094.

This resolution adopted this **7th** day of **December**, 2015.

(SEAL)

---

Ronald D. Wesson, Chairman  
Bertie County Board of Commissioners

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Sarah S. Tinkham, Clerk to the Board

**RESOLUTION DECLARING SERVICE WEAPONS AS SURPLUS PROPERTY;  
AUTHORIZATION OF PURCHASE BY RETIRING  
LIEUTENANT CARL HOGGARD**

**THAT, WHEREAS,** Carl Hoggard, began his Bertie County Law Enforcement career in 1984; and

**WHEREAS,** after 31 years of distinguished service to Bertie County, Edwin “Ed” Pittman will retire: and

**WHEREAS,** North Carolina General Statute 20-187.2 (a) provides that the governing body of the law enforcement agency may in its discretion, award to a retiring member upon his/her request for their service weapon(s); and

**WHEREAS,** the governing body deems said service weapons as surplus property; and

**WHEREAS,** according to North Carolina General Statute 14-202 and 14-409.1, proper permits have been obtained in order to receive the side arm.

**NOW, THEREFORE, BE IT RESOLVED** by the Bertie County Board of Commissioners that Carl Hoggard be awarded the following service weapon for the following denomination: a price of one dollar (\$1.00) for a Sig P9229, 40 caliber, with the Serial Number of AM74085.

This resolution adopted this **7th** day of **December**, 2015.

(SEAL)

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Ronald D. Wesson, Chairman  
Bertie County Board of Commissioners

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Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-9

**DEPARTMENT:** Cooperative Extension

**SUBJECT:** Resolution honoring the service of Cooperative Extension Director, Richard Rhodes

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that the Board approve the attached Resolution.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** See above.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** Director Rhodes officially announced his retirement on October 5, 2015.



**BERTIE COUNTY**

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**BOARD OF  
COMMISSIONERS**

RONALD "RON" WESSON, Chairman  
TAMMY A. LEE, Vice-Chairman  
JOHN TRENT  
ERNESTINE (BYRD) BAZEMORE  
STEWART WHITE

**RESOLUTION HONORING THE SERVICE OF COOPERATIVE EXTENSION  
DIRECTOR, RICHARD RHODES**

**THAT, WHEREAS,** Richard Rhodes, Bertie County Cooperative Extension Director, will retire on December 31, 2015, after 13 years of outstanding and meritorious service to Bertie County, and 27 years to the State of North Carolina; and

**WHEREAS,** Richard began his career with the County on October 1, 2002; and

**WHEREAS,** as a result of his diligent work and demonstrated dedication to the citizens of Bertie County, he has assisted in various projects including: the implementation of an Energy Fair program in order raise conservation awareness, an on-farm research initiative for test crops, and has participated in countless meetings with local tobacco, grain, peanut, and cotton growers regarding yearly market changes, as well as assisting in a County Administration and Courthouse beautification project in conjunction with the Master Gardner's of Bertie County; and

**WHEREAS,** Mr. Rhode's contributions have spanned outside of the Cooperative Extension office to assist in the erection of a law enforcement monument honoring fallen officers from the local area, as well as became a representative for the NC STEM Teachers Education Program charged with attracting students back to the area upon completion of college studies; and

**WHEREAS,** throughout his many years of service, Richard has served the people of this County with dedication, passion, and enthusiasm; and

**THEREFORE, BE IT RESOLVED,** that we, the Bertie County Board of Commissioners, do hereby extend to Richard Rhodes our sincere and grateful appreciation for his dedicated service to Bertie County and to the State of North Carolina, our congratulations on his well-earned retirement, and our best wished to him for continued success, happiness, and good health in the years to come.

Adopted this 7<sup>th</sup> day of **December**, 2015.

_____ Tammy Lee	_____ Ernestine Bazemore	_____ John Trent
_____ Stewart White		_____ Ronald "Ron" Wesson



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-10

**DEPARTMENT:** Administration

**SUBJECT:** Resolution of Welcome, Pastor David E. Moore of Indian Woods Missionary Baptist Church

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is requested that the Board approve the attached Resolution.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** See above.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** N/A

**RESOLUTION OF WELCOME HONORING PASTOR DAVID E. MOORE OF  
INDIAN WOODS MISSIONARY BAPTIST CHURCH**

**WHEREAS**, According to records found in the Bertie County Courthouse, Indian Woods Missionary Baptist Church is believed to be the one of the oldest African American churches in the County, dating to its founding in 1877;and

**WHEREAS**, your installment as pastor at Indian Woods Missionary Baptist Church is a special day in the life of your congregation and Bertie County is honored to be included in this service; and

**WHEREAS**, the County Commissioners, as elected officials, recognize that we can best serve our citizens when we partner with other leaders and organizations; and

**WHEREAS**, the faith based community plays an important role in this partnership, and we welcome you as you become a servant leader in Bertie County; and

**NOW, THEREFORE, BE IT RESOLVED**, that your family will find Bertie County to be a warm, giving and wonderful place to make your new home, and we look forward to your enthusiasm, energy and involvement in our community.

Resolved this **7th** day of **December**, 2015.

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Ronald D. Wesson, Chairman  
Bertie County Board of Commissioners

ATTEST:

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Sarah S. Tinkham, Clerk to the Board  
Bertie County Board of Commissioners



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** C-11

**DEPARTMENT:** Administration

**SUBJECT:** Review of Department Head residency policy

**ITEM HISTORY:** On March 4, 2013, the Board of Commissioners revised the County's personnel policy regarding residency for the Department Heads hired in the future. At that time, the list of covered positions (see attached) did not include the Cooperative Extension Director.

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** It is recommended that the Board approve the addition of the Cooperative Extension Director to the Department Head list of Section 14 of the County Personnel Policy.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** In light of the pending retirement and vacancy of the current Cooperative Extension Director, Richard Rhodes, and the upcoming advertisement of this position, County Administration is requesting clarification and modification of the residency requirement coverage for this position.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

3-4-2013

#### **Section 14. Residency Policy**

Bertie County employees holding Department Head, Manager and Director level positions are required to maintain an actual, bona fide residence within the County throughout their employment. This requires an employee to establish that he or she actually lives at a certain location in Bertie County which can be demonstrated by the address listed on a driver's license, a voter registration card, a lease, an income tax return, property tax bills, or utilities bills. When a person residing outside the County is hired into a Department Head or higher level position, they must move inside Bertie County within one year of their hire date.

Employees found to be in non-compliance with the residency policy shall be subject to disciplinary action including immediate termination or discharge. Questions about the residency requirement should be directed to the immediate supervisor or the Department of Human Resources.

The list of positions subject to this provision is as follows:

1. County Manager
2. Assistant County Manager
3. Department Heads:
  - a. Economic Development Director
  - b. Emergency Management Coordinator
  - c. Social Services Director
  - d. Tax Administrator
  - e. Finance Director
  - f. Water System Manager
  - g. Information Systems Administrator
  - h. Building and Grounds Supervisor
  - i. Aging Director
  - j. Planning and Inspections Director
  - k. Veteran Services Officer
  - l. Parks and Recreation Director



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** D-1

**DEPARTMENT:** N/A

**SUBJECT:** Cancellation of December 21, 2015 meeting due to Christmas holiday

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** N/A



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 7, 2015

**AGENDA ITEM:** D-2

**DEPARTMENT:** N/A

**SUBJECT:** Pending Items/Updates

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** N/A

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):**

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** N/A