

Bertie County

Board of Commissioners



July 20, 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

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

Special Meeting
Wednesday, July 20, 2015
2:00PM

AGENDA

1. Convene as the Board of Commissioners for Water District III
 - **Mr. Aaron Gaskins**--USDA Rural Development presentation of the financing "Letter of Conditions" as the next step in seeking State Office confirmation for this project to include a loan not to exceed \$1,717,000 (40 year term at 2.875 %); a grant not to exceed \$1,074,000 and a local contribution of \$264,000 from Bertie County Water District III for a total project cost of \$3,055,000. **Recommend approval.**
 - Review next steps to include preparation of a capital project ordinance and engineering services agreement for consideration at the Board's August 3rd meeting
 2. Adjourn as Board of Commissioners for Water District III, convene as Bertie County Board of Commissioners
 3. **Mr. Ricky Spivey**—Update on the July 1 operational transition for the Towns of Lewiston-Woodville and Roxobel systems.
 4. **Brief overview of Roxobel and Hydraulic Study by Green Engineering and the proposed Water Department system improvements for submittal of two (2) State Revolving Loan applications:**
 - a) Town of Roxobel consolidation (SCADA components, line extensions, meter replacements and booster pump installation) based on recent hydraulic study in the amount of \$1,440,634 of which \$500,000 is requested as "principal forgiveness" as a grant (balance of financing is 20 year term at 1.75%); and,
 - b) County wide water system SCADA network completion for Water Districts I, II and IV, and meter replacements for customers in Lewiston-Woodville and Kelford in the amount of \$1,864,766 (20 year term at 1.75%). **Recommend approval for submittal of both applications.**
- Wellhead Protection Plan Update**—consider for approval and inclusion in State Revolving Loan Fund applications for additional points on rating scale. **Recommend Approval.**
5. **Sheriff John Holley** - Update on implementation of Electronic Monitoring Program and consideration of contract with Corrisoft, LLC., which may be considered on August 3rd
 6. **Emergency Services Director Mitch Cooper** - EMS-Paramedic and Non-Emergency Transport financial and operational reports in follow up to the March 10th Board discussion
 7. **ADJOURN** & relocate to Blue Jay Fire Department, 1653 Indian Woods Road, Windsor, NC 27983

July 20, 2015

Bertie County Water District III
ATTN: Ronald Wesson, Chairman to the Board
PO Box 530
Windsor, North Carolina 27983

RE: Bertie County Water District III: Water System Improvements

Dear Chairman Wesson:

This letter establishes the conditions, which must be understood and agreed to by Bertie County Water District III ("District") before further consideration may be given to your application. The State and Area Office staffs of USDA Rural Development (RD) will administer the loan and grant funds for this project on behalf of the Rural Utilities Service (RUS).

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project or District must be reported to and approved by USDA Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

This letter is not to be considered as a loan or grant approval, or as a representation as to the availability of funds. The application may be completed on the basis of a RUS loan not to exceed **\$1,717,000**; a RUS grant not to exceed **\$1,074,000**; and an applicant contribution of **\$264,000** from Bertie County Water District III for a total project cost of **\$3,055,000**.

The interest rate will be the lower of the rate in effect at the time of loan approval or the rate in effect at the time of loan closing, whichever is less, unless you choose otherwise.

The loan and grant will be considered approved on the date the Form *RD 1940-1, "Request for Obligation of Funds"*, is signed and mailed to you by the Rural Development State Director or an appointed representative.

Please complete and return the attached Form *RD 1942-46, "Letter of Intent to Meet Conditions"*, if you desire that further consideration be given to your application.

If conditions set forth in this letter are not met within **twelve (12) months** from the date hereof or the date of loan closing, whichever occurs first, Rural Development reserves the right to discontinue processing of the application.

Rural Development • Kinston Area Office
2044-C Hwy 11/55 South • P. O. Box 6189 • Kinston, NC 28501-0189
Voice (252) 526-9799, ext. 4 • Fax (844) 325-6827

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

PROJECT BUDGET

Funding for the project is based on the following estimated project expenditures as follows:

<u>Project Costs:</u>		<u>Total Budgeted:</u>
Construction		\$ 2,351,755
Engineering Fees		\$ 371,400
PER	\$ 18,500	
Environmental Report	\$ 12,500	
Basic Services	\$151,500	
Inspection Services	\$136,400	
Additional Services	\$ 52,500	
Legal Fees (Local Attorney)		\$ 10,000
Bond Counsel		\$ 20,000
Land & ROW (Easement Acquisition)		\$ 5,000
Administration		\$ 5,000
Advertisements & Permits		\$ 6,500
Interest		\$ 50,169
Project Contingency		<u>\$ 235,176</u>
TOTAL PROJECT COST		\$3,055,000

REPAYMENT SCHEDULE

The loan will be scheduled for repayment over a period of forty (40) years. The first principal and interest payment will be due and payable on June 1 following the date of loan closing or delivery of the bond and annually thereafter on the 1st day of June of each year.

PREAUTHORIZED DEBIT PAYMENT (PAD)

Prior to loan closing the District must complete *U.S. Department of Treasury Form SF 5510, Authorized Agreement for Preauthorized Payments*. This form will authorize the government to electronically debit your Rural Utilities Service loan payment(s) from your bank account annually on June 1 (payment due date). Preauthorized Debit is accomplished through the Automated Clearing House process method; thus, eliminating the need to write a check for each payment, the expense of mailing the payment, and allows you the certainty of when your payment will be applied.

SECURITY REQUIREMENTS

Security for the loan will consist of a **\$1,717,000 Water and Sewer Revenue Bond** authorized and prepared in accordance with RUS Instruction 1780, Paragraph 1780.14 and the Local Government Bond Act. Rural Development will negotiate the purchase of the bond with the District and the North Carolina Local Government Commission ("LGC"). LGC reserves the right to require a public offering of the bond. The bond will be fully registered as to both principal and interest in the name of the "United States of America acting through the Department of Agriculture".

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with RUS Bulletin 1780-27, "Loan Resolution (Public Body)" RUS Bulletin 1780-12, "Water or Waste System Grant Agreement", applicable regulations, and law.

DEBT SERVICE RESERVE REQUIREMENT

The District must establish and maintain a reserve account in accordance with RUS Instruction 1780; Paragraph 1780.39(e)(2) to provide for at least one average annual loan payment. The District will make annual deposits into the debt reserve account in an amount equal to at least one-tenth (1/10) of the average annual loan payment.

SHORT LIVED ASSET RESERVE

Reserves must be properly budgeted to maintain the financial viability and sustainability of the Water system. District must fund a short-lived asset replacement reserve by depositing a sum of approximately \$12,505 annually into a reserve account.

INTERIM FINANCING

The District will obtain interim construction financing in accordance with RUS Instruction 1780, paragraph 1780.39(d) and the Local Government Bond Act. Interim financing will be obtained through the sale of Bond Anticipation Note(s) with the assistance of the LGC. These funds will be placed into an appropriate construction account. The District will provide Rural Development with a copy of the interim loan financing agreement. The Agency approval official may make an exception to the above when interim financing is cost prohibitive or unavailable.

DISBURSEMENT OF FUNDS

The applicant contribution of \$264,000 and the Rural Development loan funds of \$1,717,000 shall be the first funds expended for this project, prior to the usage of the Rural Development \$1,074,000 grant funds.

Rural Development loan funds will be delivered to the District at the time of loan closing. These loan funds will be used to pay off the Bond Anticipation Note(s), or interim financing. Interim financing funds obtained through the sale of Bond Anticipation Notes placed into the above mentioned construction fund will not be disbursed for any purpose until written approval is obtained from Rural Development. The disbursement of all project funds must be approved by Rural Development.

The District must establish a separate construction account, with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Additional guidance on collateral acceptability and valuation are available at Treasury's Bureau of the public debt website at www.publicdebt.treas.gov.

Any Agency grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account except as follows:

- a. *Federal grant awards (includes all federal funding sources) are less than \$120,000 per year;*
- b. *The best available interest bearing account would not be expected to earn in excess of \$100 per year, will be submitted to the Agency at least quarterly as required in 7CFR3016;*
- c. *The depository would require a minimum balance so high that it would not be feasible.*

Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after loan funds or interim financing is expended.

After providing for all authorized costs at the completion of project construction, any remaining Rural Development funds are considered Agency funds and will be refunded to Rural Development.

ORGANIZATION

The District must provide a certification concerning its organization, authority to issue bonds, and compliance with special laws and regulations in accordance with RUS Instruction 1780, paragraph 1780.7(e).

AUDITS, MANAGEMENT REPORTS AND ACCOUNTING METHODS

The District's accounting methods, audits and management reports will be established and maintained as required by North Carolina General Statutes, RUS Instruction 1780, paragraph 1780.47 and appropriate OMB Circulars. The initial audit will be prepared in accordance with OMB Circular A-133 and a copy furnished to Rural Development. Subsequent audits and management reports will be performed and furnished in accordance with the above instruction. The District must provide Rural Development a copy of its current contract for auditing.

Beginning with the fiscal year in which the loan is closed, within the Proprietary Funds section of the audit, the "Statement of Net Position", "Statement of Revenues, Expenses, and Changes in Fund Net Position", and "Statement of Cash Flows" must show the Water and Sewer Funds separately. They may not be combined, as in previous audits.

INSURANCE AND BONDING

Insurance and fidelity bond coverage must be obtained as required by the North Carolina General Statutes and RUS Instruction 1780, paragraph 1780.39(g), as shown below. The District must provide evidence of required coverage to Rural Development prior to loan closing or start of construction, whichever occurs first. The use of deductibles may be allowed providing you have the financial resources to cover potential claim requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions.

It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained. Evidence that the above-mentioned coverage is being maintained must be provided to Rural Development annually.

- a. **General Liability Insurance** – Include vehicular coverage;
- b. **Workers' Compensation** - In accordance with appropriate State laws;
- c. **Position Fidelity Bond(s)** - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction of this project based on the anticipated monthly advances. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on your Agency loan(s);

- d. **National Flood Insurance** - *If the project involves acquisition or construction in a designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing;*
- e. **Real Property Insurance** – *Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.*

LOAN RESOLUTION, EQUAL OPPORTUNITY AND ASSURANCE AGREEMENTS

The District must formally adopt Form RUS Bulletin 1780-27, "Loan Resolution (Public Body)", Form RD 400-1, "Equal Opportunity Agreement", and Form RD 400-4, "Assurance Agreement", at a properly called meeting of the governing body. Adoption of these documents should be made a part of the official minutes of the above meeting. A certified copy of the said minutes should be attached to the resolution and be provided to Rural Development.

GRANT AGREEMENT

Attached is a copy of RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," for your review. The District will be required to execute the completed form at the time of grant closing.

OPERATING BUDGET AND WATER RATE SCHEDULE

The District must adopt an Operating Budget and Rate Schedule for the Water system that provides for sufficient revenues for the repayment of operating and maintenance expenses, the proposed repayment of the new USDA loan, and required reserves. Certified copies of these documents should be provided to Rural Development prior to loan closing.

The District will be required to submit an Annual Budget at least thirty days prior to the beginning of their fiscal year to Rural Development, along with a current rate schedule, and a listing of the current District officials.

RULES AND REGULATIONS

Rules and Regulations for the District's Water system must be submitted to Rural Development for approval and must be formally adopted by the District, prior to loan closing. A certified copy of the Rules and Regulations must be provided to Rural Development.

USER REQUIREMENTS

Prior to loan closing or start of construction, whichever occurs first, the District must certify in writing they have a minimum of 755 active residential and non-residential users on their Water system.

PROPERTY RIGHTS

Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-ways needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following form:

- a. **Right-of-Ways** - A right-of-way map will be required showing clearly the location of all lands and right-of-ways needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to right-of-ways and easements is required. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" may be used. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.
- b. **Preliminary Title Work** - (Title Opinions) A separate Form RD 1927-9, "Preliminary Title Opinion" along with copies of deeds, contracts or options for any lands needed for construction of the proposed project, other than rights-of-way, may be used for each property currently owned or to be acquired.
- c. **Final Title Work** – On the day of loan closing, your attorney must furnish a separate final title opinion on all property (land) acquired or to be acquired necessary for construction of the proposed project. Form RD 1927-10, "Final Title Opinion" may be used for this purpose.

DEBARMENT CERTIFICATION

Prior to loan approval, the District must certify that they are not debarred or suspended from the Federal Non-procurement Program by executing Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions". Also, Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions", must be executed by lower tier parties (builders, contractors, dealers, suppliers, manufacturers, and others) involved in transactions exceeding \$25,000.

DRUG FREE WORKPLACE CERTIFICATION

Prior to approval of a USDA, Rural Development grant, the District must certify that they will provide a drug-free workplace and will establish an educational program concerning drug abuse for employees by executing Form AD-1049, "Certification Regarding Drug Free Workplace Requirement (Grants)."

DEBT COLLECTION POLICIES

Prior to loan closing, the District will acknowledge receipt of debt collection policies by executing Form RD 1910-11, "County Certification, and Federal Collection Policies for Consumer or Commercial Debts".

CENTRAL CONTRACTOR REGISTRATION and UNIVERSAL IDENTIFIER REQUIREMENTS

Requirement for Central Contractor Registration (CCR):

- a. You as the recipient must have a Data Universal Numbering System (DUNS) number and register it in the System for Award Management (SAM). Recipients can register on-line at <https://sam.gov/>.
- b. The District, as the recipient, must maintain the currency of your information in SAM until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after initial registration, and more frequently if required by changes in your information or other award term.

VULNERABILITY ASSESSMENT AND EMERGENCY RESPONSE PLAN

The District must complete a Vulnerability Assessment (VA) and Emergency Response Plan (ERP) in relationship to the Water system. The VA and ERP must be completed within six (6) months after the Water system has been placed into operation. The District must provide written certification to Rural

Development that the VA/ERP for the Water system has been completed. (Do not provide a copy of the actual VA or ERP to Rural Development).

PERMITS

The owner, contractor or responsible party will be required to obtain all required permits necessary for construction of the project and such should be provided to Rural Development.

FINAL PLANS AND SPECIFICATIONS

The project described in the final plans and specifications must conform essentially in scope to the project as described in the most recent approved version of the Preliminary Engineering Report, including any addendums. If any significant change in the project should develop (i.e. major change in service area, change in type or source of treatment, source of supply, capacity of system, etc.), after Rural Utilities Service funding has been approved, the District will take immediate action to stop incurring, to the extent practicable, any additional project costs or expenses. A supplement or addendum to the Preliminary Engineering Report will be prepared, which shall include a revised project costs summary and operating budget, if necessary, and submitted to Rural Development for review and concurrence.

Final plans and specifications shall be submitted to Rural Development and other appropriate agencies for review and approval within six (6) months from the date of this letter.

CONSTRUCTION CONTRACT DOCUMENTS

The construction contract documents should consist of the EJCDC Construction Contract Documents, as indicated in RUS Bulletin 1780-26 and must be completed in accordance with RUS Instruction 1780, Subpart C, paragraph 1780.61 and 1780.75 for projects funded, in whole or part, with Rural Utilities Service funds. Contract documents shall be the latest version of Rural Development documents in effect at the time the project is bid.

The contract documents must take into consideration and allow the use of all materials and equipment normally used for the application(s) described in the plans and specifications, unless prior concurrence is received from Rural Development to delete a particular type of material, brand or model of equipment, etc. Specifications must not contain unfair clauses, performance requirements, construction requirements, etc. designed to prevent or eliminate the use of any particular material or piece of equipment.

PROCUREMENT OF CONSTRUCTION SERVICES, SUPPLIES, and EQUIPMENT

The project shall be formally advertised for bids in accordance with RUS Instruction 1780, paragraph 1780.72(b) and state and local laws and regulations applicable to this type of procurement. Procurement by other than formal advertising may be used upon written concurrence by Rural Development in accordance with RUS Instruction 1780, paragraph 1780.70 and 1780.72. Formal advertising may be used for any procurement, however, at the option of the District.

Contracts shall be awarded on the basis of the lowest bid of acceptable materials and equipment and in accordance with 1780.70(g) and 1780.70(h). If contract award is proposed to other than the lowest bidder, documentation for such must be provided to Rural Development. The Rural Development State Engineer must provide written concurrence prior to the awarding of any contract by the District.

CONSTRUCTION MONITORING

Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates. The Agency also requires a pre-construction conference, pre-final, final, and warranty inspection.

PROFESSIONAL SERVICES AND CONTRACTS

Contracts or other forms of agreement between the District and its professional and technical representatives, including local attorney, bond counsel, and auditor, are required to be subject to Rural Development review and concurrence. Rural Development forms and/or guides are available for use by the District, when appropriate.

GRADUATION

The District will refinance the unpaid balance, in whole or in part, of its Rural Utilities Service debt upon request of the Government, if at any time it should appear to the Government that the District is able to refinance its indebtedness by obtaining a loan for such purposes from cooperative or private sources at reasonable rates and terms.

MITIGATION MEASURES

The District must formally adopt and agree to enforce the mitigation measure(s) as identified in the final Environmental Report (revision dated March 13, 2015) for this project. The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review may be required.

EXCESS FUNDS

If there is a significant reduction in project costs as a result of redesign or bids received, funding needs for the project will be reassessed. Any loan and/or grant funds not needed in order to complete the proposed project will be de-obligated. Grant funds will be the first funds considered for de-obligation. An amended Letter of Conditions will be issued if the amount of the proposed sources of funds changes.

Remaining funds may be used for eligible [loan and grant] purposes, provided the use will not result in major changes to the original scope of work and the purpose of the [loan and grant] remains the same.

Agency loan funds that are not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.

Grant funds not expended for authorized purposes will be cancelled within 45 days of project completion. Prior to actual cancellation, the District and your project engineer will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

CLOSING INSTRUCTIONS

The loan will be closed in accordance with instructions issued by the Office of General Counsel and applicable RUS Instructions issued by the Rural Development National and/or State Office.

OTHER CONDITIONS

All applicable items set out in *Form NC RUS Bulletin 1780-6-A, WWD Processing Checklist (Public Body)*, apply to this project and become a part of this Letter of Conditions. All requirements of the following must be met:

- a. *Compliance with all Federal State and local laws and Regulations in accordance with RUS Instruction 1780, Paragraph 1780.15:*
- b. *Compliance with State Pollution Control and/or Environmental Protection Agency standards;*
- c. *Compliance with other development plans;*
- d. *Compliance with State agency regulating Water rights;*
- e. *Compliance with the Civil Rights Act of 1964;*
- f. *Compliance with Section 504 of the Rehabilitation Act of 1973;*
- g. *Compliance with the Age Discrimination Act of 1975;*
- h. *Compliance with the American with Disabilities Act of 1990;*
- i. *OMB Circular A-133 Audit Requirements.*

Sincerely,



Aaron T. Gaskins
Area Specialist

Attachment(s)

Cc: Bertie County Water District III
ATTN: Scott Sauer, County Manager
PO Box 530
Windsor, NC 27983

major nuisance. There will be no permanent noises created in District III as a result of this project.

3.9.3.2. Environmental Consequences

Noise resulting from heavy equipment and machinery could cause problems with hearing while traveling near the construction operations. However, these consequences will be short-lived and will cause no permanent damage.

3.9.3.3. Mitigation

To alleviate noise issues as much as possible, certain standards and requirements will be demanded during the construction process. Operation of heavy machinery will be limited to day light hours, or working hours, thus regulating the noise issue. The noise that is generated from the heavy equipment and construction operations will be for short periods of time and localized.

4.0 Summary of Mitigation

Mitigation measures will be required to minimize adverse impacts as identified above. The specific measure for each impact is as follows:

4.1. Permitting/Regulatory Agencies Requirements

The following bulleted items describe requirements established by various regulatory agencies for permitting construction projects of this nature:

- A sedimentation and erosion control plan must be prepared for the project and approved by the North Carolina Department of Environmental and Natural Resources, Division of Land Quality.
- The NCDOT has a rigid set of requirements relating to traffic control during utility construction operations including sign placement, flagmen, etc. NCDOT personnel will be invited to participate in the preconstruction conference and all monthly project meetings. Typically, NCDOT construction observers are present at the project on a periodic basis to insure maintenance of the traffic control and safety regulations. Project specifications will require the contractor to restore individual driveways, mailboxes, etc. to their original state as quickly as possible. Emphasis will be placed on cleanup and restoration of the construction site throughout the duration of the project.
- Wetland disturbances will be reviewed by the United States Army Corps of Engineers as directed by Section 404 of the Clean Water Act. Wetlands will be avoided and/or minimized by design methods such as locating waterlines in roadway shoulders and

horizontal directional drilling at stream crossings. Any disturbed wetlands will be returned to their preconstruction state.

4.2. Best Management Practices

The following bulleted items describe typical best management practices (BMPs) as incorporated into construction plans, specifications, and contract documents:

- Emission control devices are required for all construction equipment as necessary. Project specifications will allow the engineer to require dust control measures as needed. The preconstruction conference will also emphasize the contractor's responsibility in this area.
- Sediment and Erosion Control measures will be strictly enforced. Project specifications and permits will require the topography of the area to be restored to pre-project conditions. No fill or excavation (other than required to install the pipeline) will be allowed. Vegetation will be restored as quickly as site conditions allow. State personnel from the N.C. Department of Environment and Natural Resources typically monitor construction activities to assure compliance with the approved Sediment and Erosion plan. Anything not conforming to plan will be corrected. This will protect the water quality of the streams within the project area.

4.3. Protection of Wetlands, Floodplains and Farmland

The remaining bulleted items describe the other measures taken or implemented for the protection of valuable wetlands, floodplains and farmland areas:

- Special care will be taken when crossing wetlands and streams. The method of construction will be by horizontal directional drilling.
- Bertie County's "no-tap in the floodplain" provision of their rules and regulations discourages new development in these areas. This restriction will not allow any new development located within the 100 year floodplain, as identified by the most current FEMA flood insurance rate maps, to receive water service from this proposed system.

*A copy of these rules and regulations is presented in **Exhibit V**.*



BERTIE COUNTY

106 DUNDEE STREET
POST OFFICE BOX 530
WINDSOR, NORTH CAROLINA
27983
(252) 794-5300
FAX: (252) 794-5327
WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS

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

RESOLUTION OF THE BERTIE COUNTY BOARD OF COMMISSIONERS FOR THE BERTIE COUNTY WATER DISTRICT III

BE IT RESOLVED:

That the Board of Commissioners of the Bertie County Water District III do hereby accept the conditions set forth in the Letter of Conditions dated July 20, 2015 and the RUS Bulletin `780-27, Loan Resolution, dated July 20, 2015; and

That the Board of Commissioners will adopted an operating budget for the District that will maintain a water user rate schedule at rates sufficient to meet all budgeted operating, replacement, and debt service expenses, and, the District may make modifications to the rate system as long as the rate schedule remains sufficient to meet budget requirements; and

That the Chairman of the Board and Clerk to the Board be authorized to execute all forms necessary to obtain a loan from the USDA Rural Development, Rural Utility Service including, but not limited to the following forms;

Form RD 1942-46	Letter of Intent to Meet Conditions
RUS Bulletin 1780-27	Loan Resolution (Public Body)
RUS Bulletin 1780-12	Grant Agreement
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1910-11	Applicant Certification Federal Collection Policies for Consumer or Commercial Debts
Form AD 1047	Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions and, copy of AD 1048 for use with Lower Tier Covered Transactions
Form RD 1049	Certification Regarding Drug-Free Workplace Requirements
RD Instruction 1940-Q	Certification for Contracts, Grants and Loans
Unnumbered Form	Certification of Compliance

That the Board of Commissioners of the Bertie County Water District III elects to have the interest rate charged by RUS to be the lower of the rate in effect at either the time of loan approval or loan closing; and,

That if the interest rates charged by RUS should be changed between this date and the date of actual loan approval, the Chairman and Clerk to the Board be authorized to execute new forms reflecting the current interest rate and revised payments as required by RUS; and,

That this resolution becomes part of the official minutes of the Board of Commissioners of Bertie County Water District III meeting held on July 20, 2015.

Adopted this 20th day of July, 2015.

Ronald D. Wesson, Chairman
Bertie County Board of Commissioners,
Board of Commissioners Water District III

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

Motion made by _____ and seconded by _____ to
adopt the foregoing resolution. Motion passing ____ to ____.

CERTIFIED LIST OF OFFICERS/DIRECTORS

NAME OF APPLICANT: Bertie County Water District III, Bertie County Board of Commissioners, Bertie County, NC

ADDRESS: 106 Dundee Street, PO Box 530, Windsor, NC 27983

PHONE NUMBER: 252-794-5300 **FAX NUMBER:** 252-794-5327

CONTACT PERSON:

Scott Sauer
Bertie County Manager
PO Box 530
Windsor, NC 27983
(home) 252-482-0346
(work) 252-794-6112

1. OFFICERS AND DIRECTORS OF GOVERNING BODY

NAME	OFFICE HELD	TERMS OF OFFICE
Ronald "Ron" Wesson	Chairman	1 term; 2012-2016
Tammy A. Lee	Vice Chairman	1 term; 2014-2018
John Trent	Commissioner	1 term; 2012-2016
Ernestine (Byrd) Bazemore	Commissioner	1 term; 2014-2018
Stewart White	Commissioner	1 term; 2014-2018

I certify that the above is the correct list of officers and directors of the Bertie County Board of Commissioners as of July 20, 2015.

CERTIFIED CORRECT:

Ronald D. Wesson, Chairman

ATTEST:

Scott T. Sauer, Bertie County Manager

(SEAL)

LETTER OF INTENT TO MEET CONDITIONS

Date 07-20-2015

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

Kinston Area Office
2044-C Hwy 11/55 South
Kinston, NC 28501

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 07-20-2015 . It is our intent to meet all of them not later than 07-20-2016 .

Bertie County Water District III

(Name of Association)

BY _____

Ronald Wesson, Chairman of the Board

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Board of Commissioners

OF THE Bertie County Water District III

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

To provide water service to residents of District

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Bertie County Water District III

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

One Million Seven Hundred Seventeen Thousand & 00/100

pursuant to the provisions of General Statute 162-A; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association;

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Clerk to the Board of the Bertie County Water District III
 hereby certify that the Board of Commissioners of such Association is composed of
 _____ members, of whom, _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____ ,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

 Sarah S. Tinkham
 Title Clerk to the Board

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated 7/20/2015, between

Bertie County Water District III

a public corporation organized and operating under

General Statute 162-A

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 3,055,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 1,981,000.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 1,981,000.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 1,074,000.00 or 35.16 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 35.16 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated 7/20/2015, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

None

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

SCADA for wells and tank as well as appurtenances

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 1,074,000.00 which it will advance to Grantee to meet not to exceed 35.16 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Chairman of the Board

attested and its corporate seal affixed by its duly authorized

Clerk to the Board

Attest:

By _____
Sarah S. Tinkham
(Title) **Clerk to the Board**

By _____
Ronald Wesson
(Title) **Chairman of the Board**

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By _____
Aaron T. Gaskins (Title)
Area Specialist

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 38-008-*****3846		LOAN NUMBER	FISCAL YEAR 2015
2. BORROWER NAME Bertie County Water District III		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
PO Box 530		4. STATE NAME North Carolina	
Windsor, NC 27983		5. COUNTY NAME Bertie	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER		8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT
9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.	10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO
13. CREDIT REPORT 1 - YES 2 - NO	14. DIRECT PAYMENT 3 (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 067 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$1,717,000.00		25. AMOUNT OF GRANT \$1,074,000.00
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 2.8750 %	29. REPAYMENT TERMS 40
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Loan and Grant Approval subject to meeting all requirements of the processing checklist, Letter of Conditions, and Office of General Counsel Loan Closing Instructions.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Attest:

Sarah S. Tinkham, Clerk to the Board

BERTIE COUNTY WATER DISTRICT III

(Signature of Applicant)

Date July 20, 20 15

Ronald Wesson, Chairman of the Board

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Randall A. Gore

Date Approved: _____

Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 07-20-2015 between
Bertie County Water District III

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Bertie County Water District III

Name of Corporate Recipient

Attest:

Sarah S. Tinkham, Clerk to the Board

By _____
Ronald Wesson, Chairman to the Board

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The Bertie County Water District III
(name of recipient)
P.O. Box 530 Windsor, NC 27983
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Bertie County Water District III on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

	<i>Recipient</i>
	7/20/2015
	<i>Date</i>
	Ronald Wesson, Chairman of the Board
	<i>Title</i>

Attest: _____

Sarah S. Tinkham, Board Clerk *Title*

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

<i>(Signature-Individual(s))</i>	<i>(Date)</i>	<i>(Signature-Individual(s))</i>	<i>(Date)</i>
(SEAL)	07-20-2015 <i>(Date)</i>	Bertie County Water District III <i>(Name of Applicant)</i>	
ATTEST:		(Signature of Authorized Entity Official) Ronald Wesson, Chairman of the Board <i>(Title of Authorized Entity Official)</i>	
<i>(Signature of Attesting Official)</i>		P.O. Box 530 <i>(Address)</i>	
Sarah S. Tinkham, Clerk to the Board <i>(Title of Attesting Official)</i>		Windsor, NC 27983 <i>(City, State, and Zip Code)</i>	

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bertie County Water District III

Organization Name

Water System Improvements

PR/Award Number or Project Name

Ronald Wesson, Chairman to the Board

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

07-20-2015

Date

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bertie County Water District III
Organization Name

Water System Improvements
PR/Award Number or Project Name

Ronald Wesson, Chairman of the Board
Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

07-20-2015
Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C.701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part 11 of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Bertie County Water District III
P.O. Box 530
Windsor, NC 27983

Check If there are workplaces on file that are not identified here.

Bertie County Water District III

Organization Name

Water System Improvements

Award Number or Project Name

Ronald Wesson, Chairman of the Board

Name and Title of Authorized Representative

07-20-2015

Signature

Date

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

07-20-2015
(date)

Ronald Wesson, Chairman of the Board
(title)

000

P.O. Box 530

Windsor, NC 27983

RURAL DEVELOPMENT, USDA

2044-C Hwy 11/55 South

Kinston, NC 28501

Dear Sir:

This is to certify that the Bertie County Water District III
is in compliance with Federal, State, and Local requirements include the following:

- a. Compliance with special laws and regulations.
- b. Compliance with State Pollution Control or Environmental Protection Agency standards.
- c. Consistency with other development plans of the area.
- d. Compliance with State agency regulating water rights.
- e. Compliance with Civil Rights Act of 1964.
- f. Compliance with Title IX of the Education Amendments of 1972.
- g. Compliance with Section 504 of the Rehabilitation Act of 1973.
- h. Compliance with Age Discrimination Act of 1975.
- i. Compliance with A-133 audit requirements.

BY:

Ronald Wesson
Chairman of the Board

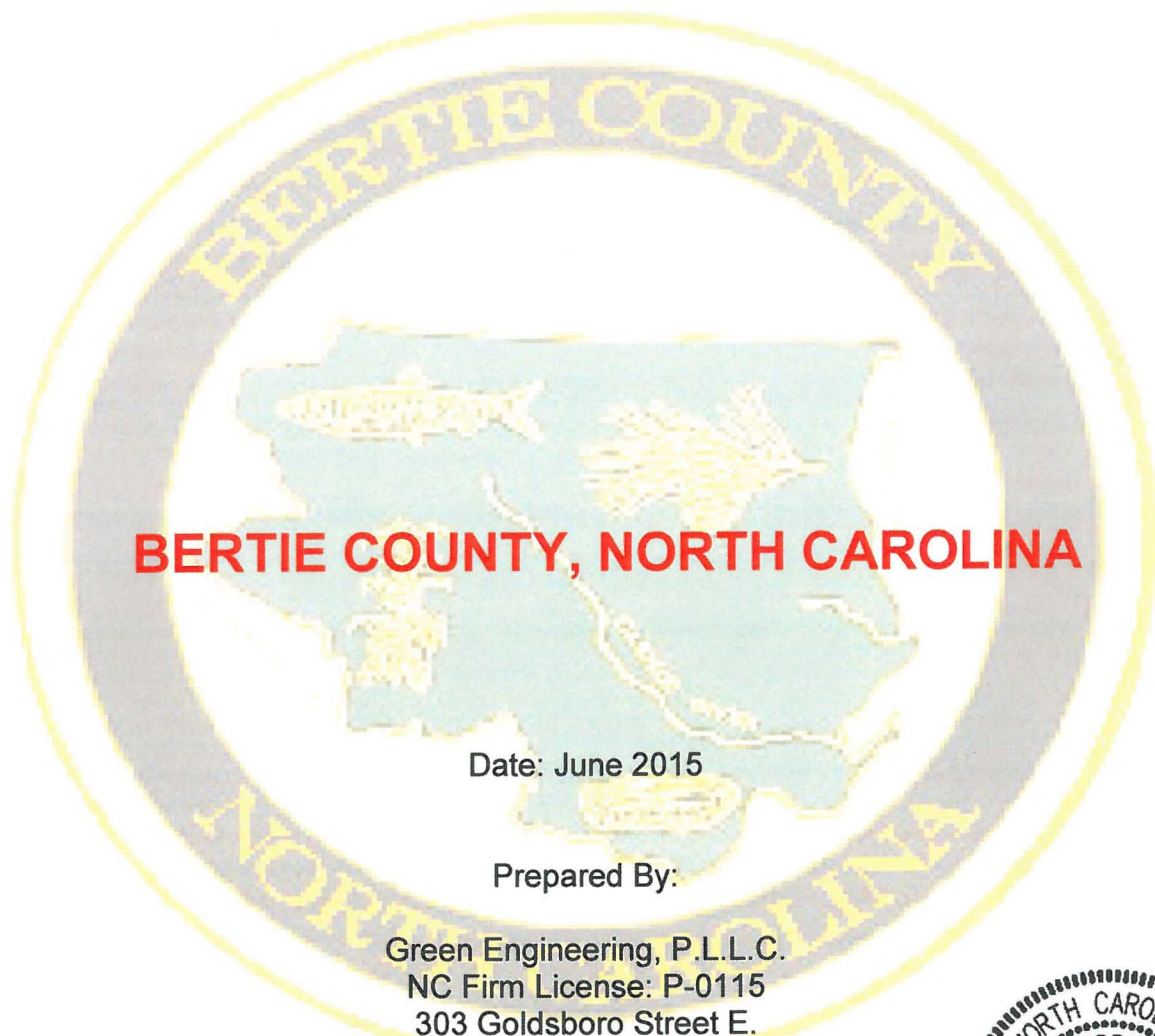
7/20/2015

Date

HYDRAULIC MODEL UPDATE

For

BERTIE COUNTY REGIONAL WATER SYSTEM



BERTIE COUNTY, NORTH CAROLINA

Date: June 2015

Prepared By:

Green Engineering, P.L.L.C.
NC Firm License: P-0115
303 Goldsboro Street E.
Wilson, NC 27893
(252) 237-5365

Thomas D. Dienes

Prepared by



Table of Contents

Water System Improvement Maps	i
PURPOSE OF REPORT:	1
MODEL PREPARATION:	1
CRITERIA EVALUATED:.....	1
EXISTING MODEL RESULTS:.....	2
Roxobel:	2
Kelford:.....	2
Lewiston-Woodville:	3
RECOMMENDED IMPROVEMENTS:.....	3
Roxobel:	3
Kelford:.....	4
Lewiston-Woodville:	4
RESULTS WITH RECOMMENDED IMPROVEMENTS:	4
Roxobel:	4
Kelford:.....	5
Lewiston-Woodville:	5
SUMMARY OF IMPROVEMENTS:	6

Water System Improvement Maps

Roxobel Improvements

Lewiston-Woodville Improvements

PURPOSE OF REPORT:

This Report summarizes the update to Bertie County's water distribution system hydraulic model as it relates to analyses performed primarily to determine operating pressures during peak demands and available fire flows in the current Roxobel, Kelford, and Lewiston-Woodville systems. Results from these analyses were used to recommend improvements to these areas of the Bertie County Regional Water System to correct any deficiencies noted and to determine if the existing elevated water storage tanks in these towns would be beneficial in correcting these deficiencies.

Recalibrating or confirming the calibration of the existing model was outside the scope of this project.

MODEL PREPARATION:

Bertie County provided Green Engineering with shapefiles prepared from the original Hobbs-Upchurch (Hobbs) hydraulic model dated September 2011. These shapefiles provided the sizes and roughness factors of the existing water mains and the junction demands that were allocated throughout the system.

From these shapefiles, Green Engineering was able to import this information into Bentley's WaterCAD program to recreate the model. Initial model runs were made for the average day, max day with fire flows, and peak hour scenarios to confirm the results provided in the Hobbs model.

Once the results were confirmed, the model was updated and evaluated as follows:

1. The existing distribution systems for the towns of Roxobel, Kelford, and Lewiston-Woodville were added to the model and demands from their most recent Local Water Supply Plans were distributed throughout these systems.
2. The demands in the model were compared with the County's water consumption information derived from its latest Local Water Supply Plan.
3. Average Day, Max Day with Fire Flow, and Peak Hour scenarios were run for the entire system to identify areas of low pressure or fire flows within the systems mentioned above.
4. Evaluated the need for a booster pumping station to fill the Roxobel elevated water storage tank.

CRITERIA EVALUATED:

The design of water distribution systems is regulated by the State of North Carolina, Department of Environment and Natural Resources as codified in the North Carolina Administrative Code, Title 15A, Subchapter 18C – Water Supplies; also known as the North Carolina Rules Governing Public Water Supply Systems (Green Book). Below is a summary of the regulations that form the basis of our evaluation:

15A:18C.0405.b.2: The elevation of storage tanks shall be sufficient to produce a designed minimum distribution system pressure of 20 psi at peak demand (fire flow) and 30 psi during

peak flow. Fire hydrants shall not be installed on water mains of less than six inches diameter or on water mains or water systems not designed to carry fire flow protection.

15A:18C.0805.b: The elevated storage for a municipality shall be sufficient to minimize the effect of fluctuating demand plus provide a reserve for fire protection, but not be less than 75,000 gallons in capacity.

15A:18C.0901: Water distribution mains shall be sized to provide a minimum pressure at all points within the distribution system of not less than 20 psi during periods of peak demand (fire flow).

NCDENR – Public Water Supply: Any location within a water distribution system that is proposed for a fire hydrant must be capable of delivering a minimum of 500 gpm for 60 minutes, or 250 gpm for 120 minutes, while maintaining 20 psi minimum pressure anywhere in the system during the period of these fire flow rates.

EXISTING MODEL RESULTS:

Roxobel:

The Town of Roxobel presently has one (1) 75,000 gallon elevated water storage tank in its system. The tank is currently in service and is supplied water from the County. This tank's overflow elevation is approximately 13 feet higher than the County's tanks. Consequently, the County is only able to fill this tank to a maximum level of 4 feet; providing approximately 16,000 gallons of available storage. Therefore, the usable volume of the tank fails to meet the minimum State storage requirement of 75,000 gallons mentioned above.

The system also fails to meet the State minimum fire flow requirements of either 500 gpm for 60 minutes or 250 gpm for 120 minutes. At these flow rates/durations, both requirements equate to 30,000 gallons. As mentioned above, the existing system in its current configuration provides only 16,000 gallons or 53% of this minimum available storage requirement.

With the Roxobel tank online, the model indicates Peak Hour pressures are in the 40± psi range with minimum Max Day fire flows in the range of 450 gpm; however, available storage is well below the minimum State criteria.

With the Roxobel tank offline, Peak Hour pressures and Max Day fire flows drop to the range of 30± psi and 120 gpm respectively.

Therefore, it is recommended that the Roxobel tank remain online and that a means to fill the tank is provided in order to provide a system capable of supplying minimum fire protection.

Kelford:

Bertie County is the sole water provider for the Town Kelford. The town took their elevated tank offline some time ago and has been floating off the County's Connarista Tank (Tank #4) without issues. As-built drawings of the Kelford system indicate that the County abandoned and replaced the town's entire distribution system and water meters in 2009.

The Kelford system is connected to the County in two locations; along S.R. 1204 (E. Church Street) and N.C. Hwy 308 (South Main Street); however, the model runs indicate that all the water to the town is supplied through the 8-inch main along E. Church Street. Very little, if any, of the demand is met through the 6-inch main along South Main Street from the south (County).

With the Roxobel tank online and being gravity fed from the Bertie County elevated tanks, Peak Hour pressures are in the range of 40-45 psi and the minimum Max Day fire flow is slightly less than 400 gpm. If the Roxobel tank was offline, Peak Hour pressures would increase slightly to the range of 42-46 psi and fire flows would decrease somewhat with the minimum Max Day fire flow being in the 300 gpm range.

No significant deficiencies were noted for Kelford. System pressures and fire flows meet State Minimum Standards.

Lewiston-Woodville:

Bertie County is presently the sole water provider for the Town of Lewiston-Woodville. The town has also taken their elevated tank offline some time ago and has been floating off the County's Connarista Tank (Tank #4) without issues; however, model results indicate that fire flows in the Lewiston-Woodville system are inadequate with the town's elevated tank offline.

The model indicates Peak Hour pressures to be less than 50 psi with Max Day fire flows in the range of ± 200 gpm.

Water to the town is supplied from the County via the Connarista tank (Tank #4). This is achieved through a single interconnection point at the intersection of N.C. Hwy. 308 and Oak Drive in the northwestern section of town.

RECOMMENDED IMPROVEMENTS:

Roxobel:

Given the inability of the existing County tanks to be able to completely fill the Roxobel tank (due to differences in overflow elevations), it is recommended that a booster pump station be added to the County system at the intersection of Harrells Siding Road (S.R. 1208) and 72 Siding Road (S.R. 1204).

The booster station would be a duplex station with each pump designed to deliver a minimum of 250 gpm. The pumps would be designed to fill the Roxobel tank (overflow elevation of 212.67') thereby improving present fire flows throughout its service area.

In addition to the booster station, pressure reducing valves would be added to provide a separate pressure zone consisting of the Town of Roxobel, the Town of Kelford, and existing County mains adjacent to these systems and to prevent water from recirculating back to the suction side of the booster pump station during operation. The pressure reducing valves will be added along N.C. Hwy. 308 at the southern end of the Kelford water system and near the northern end of Moore Road near 72 Siding Road (S.R. 1204).

Recommendations also include extending 6-inch mains along Harrells Siding Road (S.R. 1208) and Tyler School Road (S.R. 1249) to connect existing County infrastructure to the Roxobel system. These extensions are necessary to increase pressures and fire flows to existing County mains in this pressure zone while providing alternative flow paths to Roxobel from the booster station.

Kelford:

With the Roxobel recommendations described above, the Town of Kelford would change from being supplied from the Connarista Tank (Tank #4) to the proposed booster pump station and the Roxobel Tank (Tank #9). Recommendations for the Kelford system include extending 6-inch mains along A.C. Smith Road and N.C. Highway 308 from the Roxobel system to the Kelford system to improve the transmission of water between the systems and to provide redundant flow paths to prevent outages during system maintenance or repairs. These improvements will also improve system pressures and fire flows for the Town of Kelford.

No further modifications to the Town of Kelford system are recommended.

Lewiston-Woodville:

The Town of Lewiston-Woodville will not benefit from the system modifications described above. The majority of the water supplied to the town comes through the existing 10-inch main along N.C. Hwy. 11 directly from the Connarista Tank (Tank #4).

To improve fire flows to Lewiston-Woodville, and without putting the town's elevated tank back into service, two (2) additional interconnections with the County are recommended. The first connects an existing 10-inch county main to an existing 8-inch town main at the intersection of N.C. Hwy. 308 and N.C. Hwy. 11. The second connects an existing 8-inch county main to an existing 6-inch town main at the easternmost end of the town's system along N.C. Hwy. 308.

RESULTS WITH RECOMMENDED IMPROVEMENTS:

Roxobel:

The Roxobel Tank can provide a service area demand of 150,000 gallons per day and still meet the State requirement for elevated storage tanks of ½ day. Average day demands for the revised service area of this tank is 66,000 gallons (Roxobel = 27,000 gpd; Kelford = 26,000 gpd; County = 13,000).

The booster pump station with a design capacity of 250 gpm will require approximately 147' of head to deliver this flow rate. This head condition will vary depending on the exact location of the pump station and the site friction losses. The horsepower of the pumps is estimated to be 15 HP.

With the proposed improvements, the minimum available fire flow within the Town of Roxobel is approximately 545 gpm. The 6-inch line extensions in the expanded service

areas adjacent to the town will improve fire flows in those areas of the county approximately 160% (284 gpm to 409 gpm).

Kelford:

The water system extensions recommended for the Town of Roxobel will improve Peak Hour static pressures slightly to a range of 41-46 psi. The addition of the 6-inch water mains between Roxobel and Kelford will increase maximum flows in the Kelford system from ± 390 gpm to ± 640 gpm. This increased flow ensures all locations in the Kelford system will be capable of exceeding the State's minimum fire flow requirement of 500 gpm for 1 hour.

Lewiston-Woodville:

Providing the two (2) additional interconnections to the County's system at the locations along N.C. Highway 308 noted above (each less than 100 feet in length), will increase average fire flows in the Town of Lewiston-Woodville by $\pm 325\%$ from approximately 226 gpm to 736 gpm. This system enhancement can be achieved without the need to put the Lewiston-Woodville tank back in service.

SUMMARY OF IMPROVEMENTS:

Proposed Improvements

Proposed Booster Station and Pressure Reducing Valves (See Roxobel Improvements Map)

6-inch Water Main Extension (to connect County Mains to Town of Roxobel) (See Roxobel Improvements (Water Mains) Map)

1. Church Street Extension (Harrells Siding Road)
2. E. Church Street (Tyler School Road)

6-inch Water Main Extension (to connect Town of Roxobel to Town of Kelford) (See Roxobel Improvements (Water Mains) Map)

1. A.C. Smith Road
2. N.C. Highway 308 (Main St.)

10-inch Water Main Addition (additional interconnection between County and Town of Lewiston-Woodville (See Inset #1, Lewiston-Woodville Improvements Map)

8-inch Water Main Addition (additional interconnection between County and Town of Lewiston-Woodville (See Inset #2, Lewiston-Woodville Improvements Map)

Enhancements

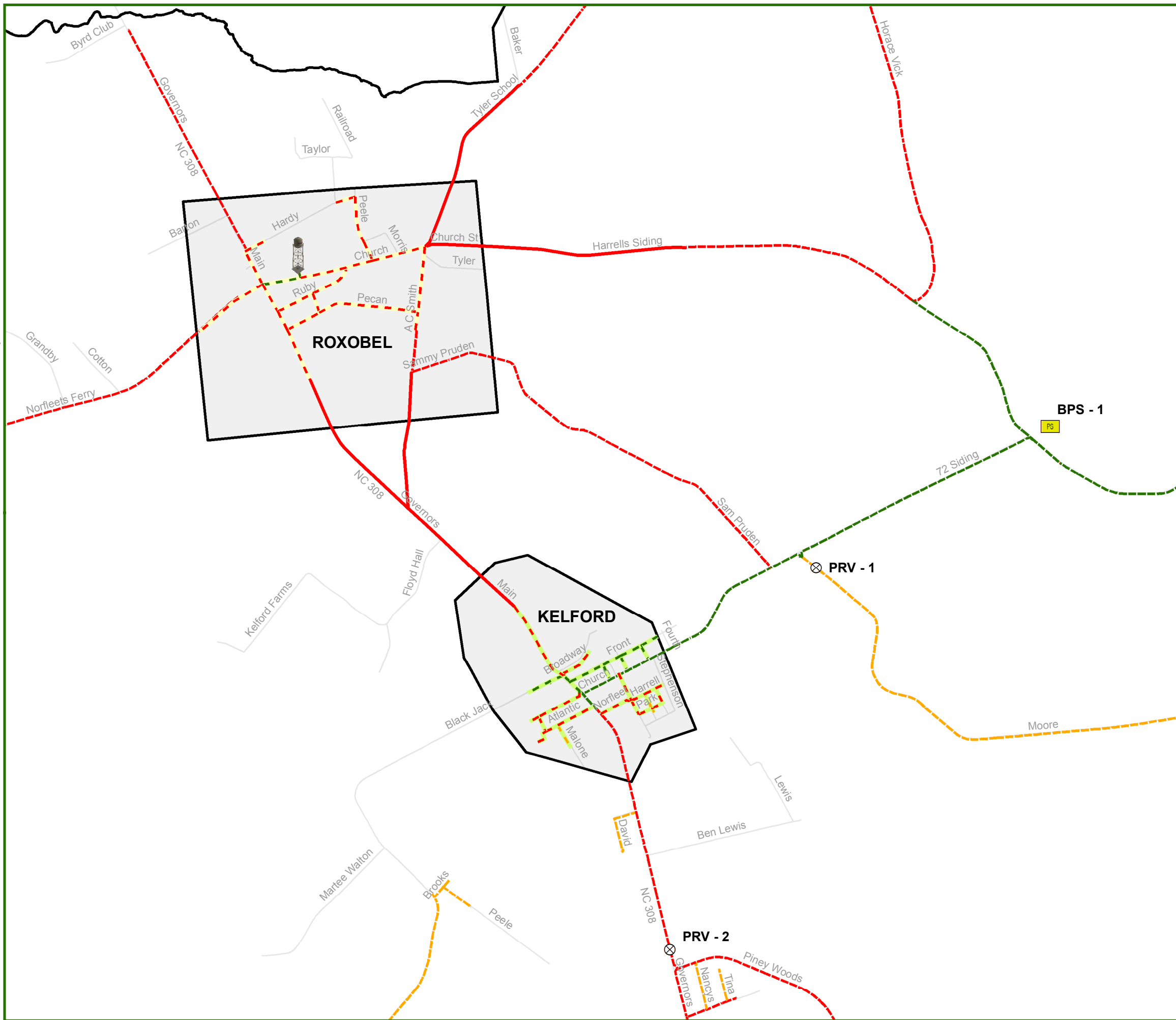
1. Creates new pressure zone for Roxobel, Kelford, and county mains north of booster station with Roxobel tank as pressure source.
2. Pressure reducing valves maintains flow in new pressure zone and prevents recirculation of flow back to booster station.
3. Addition of booster provides the ability to completely fill the Roxobel tank.
4. The higher hydraulic grade of the Roxobel tank provides higher static pressures and fire flows to service area.
5. Minimum fire flow ± 545 gpm.

1. Increases system pressures and fire flows in pressure zone created by addition of booster station and pressure reducing valves.
2. Church Street Extension: 300+% increase in fire flow.
3. E. Church Street: 200+% increase in fire flow.

1. N. Main Street (Kelford): 164% increase in fire flow (390 \pm gpm to 640 \pm gpm).

1. Average increase in Lewiston-Woodville fire flows of 325% (226 \pm gpm to 736 \pm gpm).

1. Provides an additional interconnection with County should other interconnections require maintenance.



Water System Model Update

Bertie County, North Carolina

Roxobel Improvements

Legend

Existing Kelford Water Mains

- Diameter**
- 4-inch
 - 6-inch
 - 8-inch

Existing County Water Mains

- Diameter**
- 4-inch
 - 6-inch
 - 8-inch

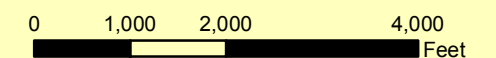
Existing Roxobel Water Mains

- LAYER**
- 6-inch
 - 8-inch

Proposed Water Mains

- Diameter**
- 6-inch

- Proposed Booster Pump Station
- Proposed Pressure Reducing Valves



Prepared By:

Green Engineering P.L.L.C
 NC Firm License: P-0115
 303 Goldsboro Street E.
 Wilson, NC 27893
 Phone: (252) 237-5365
 Fax: (252) 243-7489

This map is a graphic representation and should be used for planning purposes only. Green Engineering cannot guarantee the accuracy of this map.



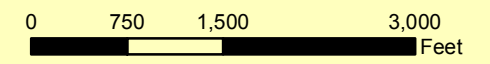
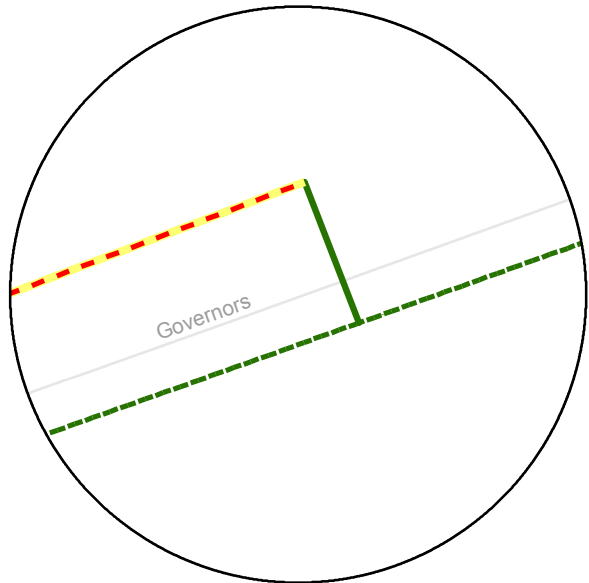
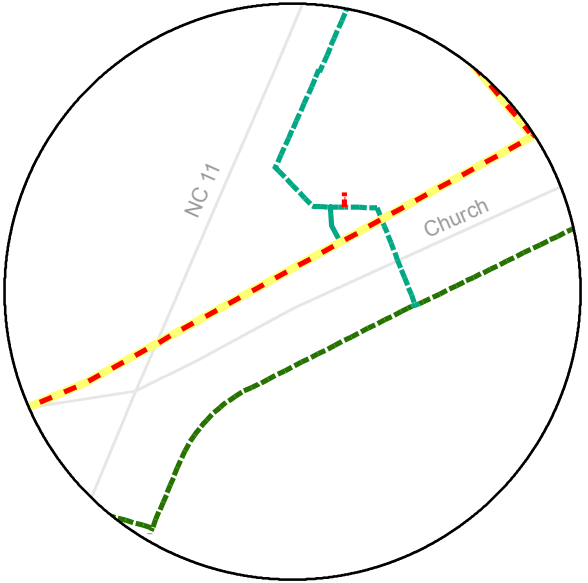
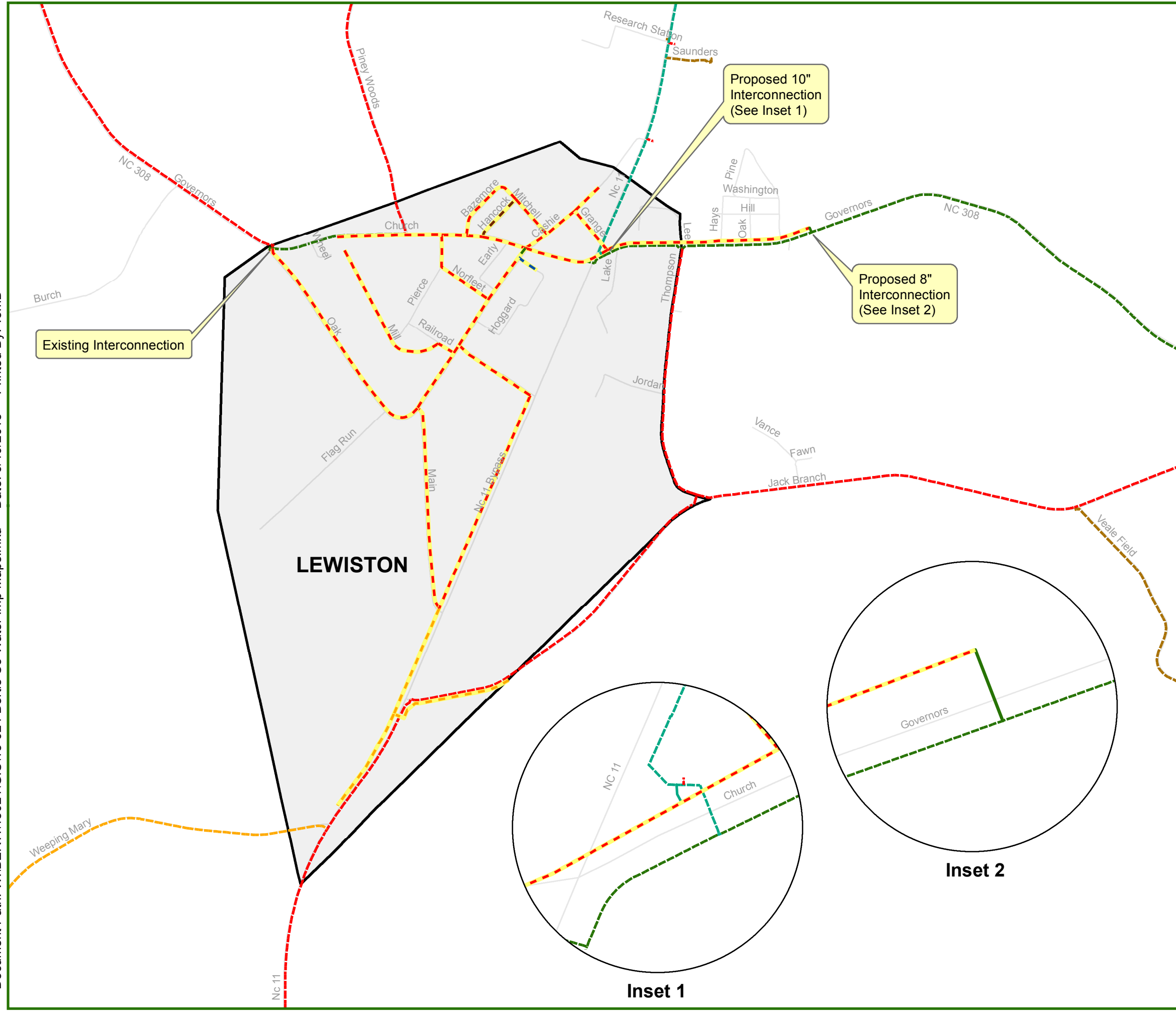
Water System Model Update

Bertie County, North Carolina

Lewiston-Woodville Improvements

Legend

Existing Lewiston-Woodville Water Mains		Existing County Water Mains	
Diameter		Diameter	
	2-inch		3-inch
	4-inch		4-inch
	6-inch		6-inch
	8-inch		8-inch
	10-inch		10-inch
	12-inch	Proposed Water Mains	
Diameter		Diameter	
			8-inch
			10-inch



Prepared By:

Green Engineering P.L.L.C
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WATER DISTRICT IV-ROXOBEL CONSOLIDATION			
Qty	Description	Unit Price	Total Cost
1	Well #8 SCADA	\$24,500.00	\$24,500.00
1	Well #9 SCADA	\$24,500.00	\$24,500.00
1	Well #14 SCADA	\$24,500.00	\$24,500.00
1	Tank #4 SCADA	\$24,500.00	\$24,500.00
1	Tank #7 SCADA	\$24,500.00	\$24,500.00
1	Tank #9 SCADA	\$24,500.00	\$24,500.00
3	Chlorine Analyzers at Wells #8,9,14	\$6,000.00	\$18,000.00
3	Static Well Water Level Gauges at Wells #8, 9, 14	\$5,000.00	\$15,000.00
3	Well Head Encoder Meters	\$3,500.00	\$10,500.00
1	Altitude Vault Tank #4,	\$57,000.00	\$57,000.00
3	Static Well Water Level Gauge - Wells #8,9,14	\$5,000.00	\$15,000.00
1	Booster Station #4 with SCADA	\$250,000.00	\$250,000.00
170	AMR Meters (Roxobel)replacement	\$350.00	\$59,500.00
LS	Water Line Extensions around Roxobel	\$359,260.00	\$359,260.00
2	PRV Vaults	\$35,000.00	\$70,000.00
	TOTAL CONSTRUCTION COST - DISTRICT IV		\$1,001,260.00
	Project Contingency 10%		\$100,126.00
	PER		\$28,000.00
	EA		\$24,000.00
	Application		\$6,500.00
	Permitting		\$2,500.00
	Design		\$85,000.00
	Construction Observation		\$90,000.00
	Project Administration		\$65,000.00
	System GIS Mapping/ Asset Management Update		\$10,000.00
	SRF Loan Closing Cost 2 %		\$28,248.00
	TOTAL PROJECT COST - DISTRICT IV		\$1,440,634.00

TABLE X

COST ESTIMATE
COUNTYWIDE SCADA PROJECT
WATER SYSTEM IMPROVEMENTS
BERTIE COUNTY, NORTH CAROLINA
 Jun-15
 PN: 15-037

<u>Part A</u>			<u>Unit</u>	<u>Total</u>	<u>Sub totals by</u>
<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Price</u>	<u>Cost</u>	<u>District</u>
Water District I					
	1	Well #3 SCADA	\$24,500.00	\$24,500.00	
		Well # 4 SCADA	\$24,500.00	\$24,500.00	
	1	Well # 10 SCADA	\$24,500.00	\$24,500.00	
	1	Well # 11 SCADA	\$24,500.00	\$24,500.00	
	1	Well #12 SCADA	\$24,500.00	\$24,500.00	
	1	Tank # 2 SCADA	\$24,500.00	\$24,500.00	
	1	Tank # 5 SCADA	\$24,500.00	\$24,500.00	
	1	Booster Station #1, SCADA 1232 Bull Hill Rd,Windsor, NC	\$35,000.00	\$35,000.00	
	5	Chlorine Analyzers at Wells 3, 4,,10,11,12,	\$6,000.00	\$30,000.00	
	5	Static Well Water Level Guages 3,4,10,11,12	\$5,000.00	\$25,000.00	
	5	Well Head encoder Meters	\$4,500.00	\$22,500.0	
	2	Re -Pipe Altitude Vaults at Tanks 2 & 10	\$50,000.00	\$100,000.0	
	2	master meter vault with Scada	\$71,500.00	\$143,000.00	
					\$527,000.00
Water District II					
	1	well #6 SCADA	\$24,500.00	\$24,500.00	
	1	well #7 SCADA	\$24,500.00	\$24,500.00	
	1	Tank # 6 SCADA	\$24,500.00	\$24,500.00	
	1	Tank # 8 SCADA	\$24,500.00	\$24,500.00	
	1	Booster Station # 2 SCADA 734 Old Merry Hill Rd, Merry Hill, NC	\$35,000.00	\$35,000.00	
	1	Booster Station # 3 SCADA 224 Cooper Hill Rd, Windsor, NC	\$35,000.00	\$35,000.00	
	2	Well Head encoder Meters	\$4,500.00	\$9,000.0	
	2	Chlorine Analyzers at Wells 6, 7	\$6,000.00	\$12,000.00	
	2	Static Well Water Level Guages wells 6,7	\$5,000.00	\$10,000.00	
	1	Altitude Vault Tank 3	\$57,000.00	\$57,000.00	
	2	master meter vault with Scada	\$71,500.00	\$143,000.00	
	1	Re -Pipe Altitude Vault at Tank 6	\$40,000.00	\$40,000.00	
					\$439,000.00
Water District IV					
	1	Tank # 7 SCADA	\$24,500.00	\$24,500.00	
	1	Well # 13 SCADA	\$24,500.00	\$24,500.00	
	1	Chlorine Analyzers at Wells 1	\$6,000.00	\$6,000.00	
	1	Static Well Water Level Guages 1	\$5,000.00	\$5,000.00	
	1	Well Head encoder Meters	\$4,500.00	\$4,500.00	
	1	Repipe Altitude Valve Vault Tank 7	\$40,000.00	\$40,000.00	
	610	AMR meter s (Lewiston & Kelford)	\$350.00	\$213,500.00	
	1	RePipe Aulander Meter Vault	\$40,000.00	\$40,000.00	
					\$358,000.00
		TOTAL CONSTRUCTION		\$1,324,000.00	\$1,324,000.00
Part B					
		Contingency (10%)			\$132,400.00
		Technical: Preliminary			\$28,000.00
		E.A.			\$18,000.00
		Design			\$105,000.00
		Supervision/Construction			\$125,000.00
		Permitting			\$5,000.00
		Construction Administration			\$22,000.00
		Funding Application			\$15,000.00
		Legal			\$5,000.00
		Bid and Award			\$9,500.00
		Advertisement Fees			\$1,500.00
		Loan Administration			\$18,000.00
		GIS Meter As- Builts			\$19,500.00
		SRF 2 % Closing Cost			\$36,866.00
		TOTAL DEVELOPMENT			\$1,864,766.00



Debbie Maner
 741 Parham Road
 Henderson, North Carolina 27536
 Cell 919-812-5500

Delivered to Bertie County June 11, 2015:

A hard copy of your draft Wellhead Protection Plan,
 An example public notification,
 An authority letter,
 a Sample Resolution (voluntary)
 and a WHPP trifold for educational purposes.
 These documents have also been copied onto a DVD and delivered with the Plan.

What Bertie County needs to do now:

1. Review the plan carefully and have the designated Wellhead Protection Committee review the plan. I can make the changes or corrections that need to be made for you, or you can make them on your electronic version.
2. Post the public notice in the local newspaper and take whatever other measures you want to notify the public that the plan is available for review and describe what you have done in the Public Participation Section of the plan.
3. Get the letter signed granting authority to the Public Works Director to implement the plan and approve any changes necessary for plan approval and include a copy with the submitted plan. The letter can be printed on the County's letterhead.
4. Send a final copy of the Plan, (or I can deliver it), to Gale Johnson. His address is in the plan on page 5 or on the cover letter. Do not put his copy in a notebook. He doesn't have the room. Bertie County should keep the original copy. If changes are made, I need a copy of the submitted version after it has been approved by the State.
5. Call me at 919-812-5500, with any questions or if you need any help.
6. Please consider writing a letter of appreciation to the NCRWA for my services. It can be addressed to Daniel Wilson, Executive Director, The North Carolina Rural Water Association, PO Box 540, Welcome, NC 27374, and please copy it to District 1 Congressman George "G. K." Butterfield, Jr., Washington, DC Office, 2305 Rayburn HOB, Washington, DC 20515, Phone: (202) 225-3101, Fax: (202) 225-3354.

It has been a pleasure to work with you.

Thank you,

A handwritten signature in cursive script that reads "Debbie Maner".

Debbie Maner
 NCRWA

Date

Mr. M. Gale Johnson, L.G.
Public Water Supply Section
1634 Mail Service Center
Raleigh, NC 27699-1634
Phone 919-707-9083
Fax 919-715-4374

Dear Mr. Johnson,

Bertie County's Wellhead Protection Committee has reviewed and approved the updated Wellhead Protection Plan dated May 8, 2015. The Public Works Director has been granted authority by the Bertie County Board of Commissioners to implement the Plan and to approve any revisions necessary for plan approval.

Sincerely,

Chairman Bertie County Commissioners

PUBLIC NOTIFICATION EXAMPLE

Bertie County, with assistance from the North Carolina Rural Water Association, is in the process of updating their Wellhead Protection Plan. This is a voluntary program intended to assist in protecting the County's water supply from contamination, and to identify vulnerable areas around their wells called "Wellhead Protection Areas." Another goal of this program is to make residents and businesses aware that chemicals and other pollutants spilled or dumped in the vicinity of the "Wellhead Protection Areas" can be drawn into the wells, possibly contaminating the County's drinking water supply.

A draft copy of the updated Wellhead Protection Plan is available for review and comment at the Bertie County Water Office. The public is invited to review the plan, and submit any comments or suggestions to Bertie County. All written comments will be reviewed by the Wellhead Protection Committee, and any suggestions or comments that may be beneficial will be incorporated into the plan.

If you have any questions or comments, please contact the Public Works Director, Ricky Spivey, at 252-794-5350.

Underlined portion is required. Time period and other wording is optional.

RESOLUTION

WHEREAS, the County of _____ derives their public water supply from ground wells, and

WHEREAS, the groundwater needs to be protected from contamination by activities of mankind, and

WHEREAS, the County of _____ desires to assume and maintain a leadership role in the protection of its drinking water resources through its own efforts and in cooperation with other local governments and state and federal agencies,

NOW THEREFORE BE IT RESOLVED by the Manager and the Commissioners that the County of _____, North Carolina does hereby adopt the following resolution titled "Groundwater Protection Resolution".

TITLE AND PURPOSE

This resolution shall be known as the "Groundwater Protection Resolution".

It is the purpose of this resolution to promote the public health, safety, and general welfare, and to minimize public and private losses due to contamination of the public water supply, to maximize groundwater protection/pollution abatement control procedures, and protect our groundwater resources:

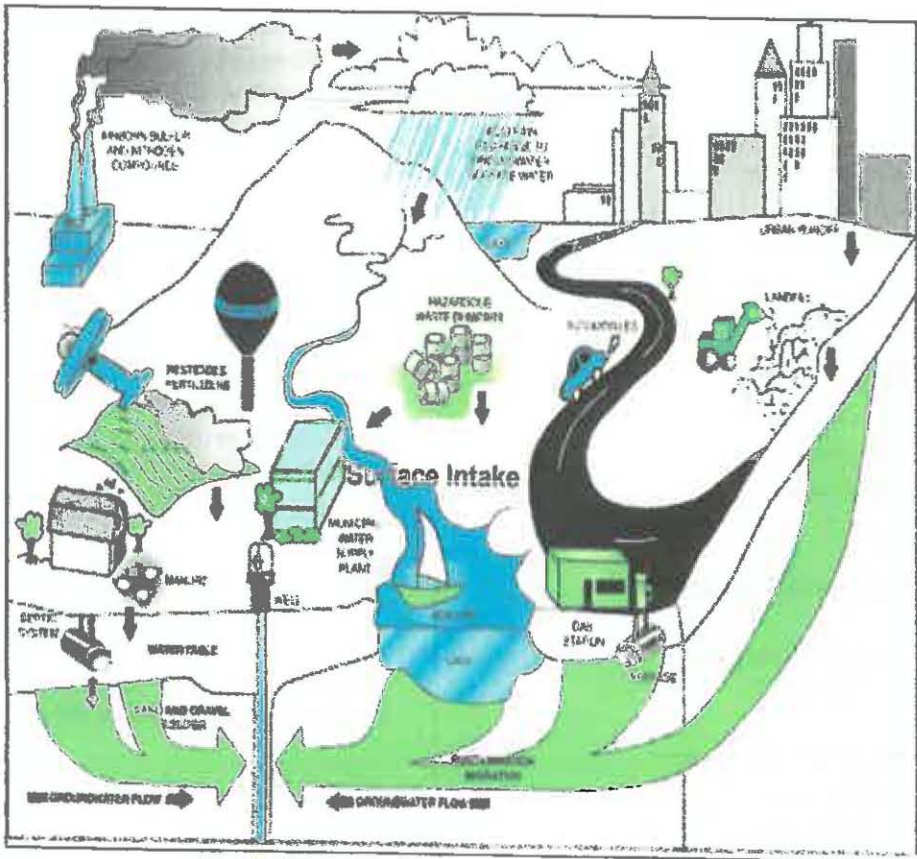
- 1) Protect human life and health;
- 2) Minimize expenditure of public money for costly pollution projects;
- 3) Minimize business interruption;
- 4) Insure that the public is provided with a safe potable water supply now and for future generation;
- 5) Protect the natural groundwater resources of the state.

In order to accomplish its purpose, this resolution shall employ the following methods:

- 1) Establish a groundwater protection area.
- 2) Inventory and plot on a map all potential sources of contamination within the designated groundwater protection area.
- 3) Frequent monitoring of existing and future activities within the groundwater protection area that have been identified as potential sources of contamination.
- 4) Develop contingency plans for alternative drinking water supplies to help mitigate contamination of the current public water supply.
- 5) Educate the public on groundwater, where it comes from, how it becomes contaminated, and the ways to protect it.
- 6) Use all local, state, and federal resources and regulations to protect groundwater.
- 7) Submit a copy of this program to the NC Department of Environment and Natural Resources, Public Water Supply Section for consent and approval.

**NEED MORE
INFORMATION?**
Bertie County Public Utilities
252-794-5350

NC Rural Water Association
919-812-5500



WELLHEAD PROTECTION PLAN

*Bertie County
Protecting Our
Community's
Water Supply*

WHAT IS GROUNDWATER?

Groundwater is precipitation that has soaked into the ground and is stored in pores between the soil or in cracks in the bedrock. Bertie County uses groundwater it pumps from the ground using 13 wells located in its service area.

THE WELLHEAD PROTECTION PLAN

Bertie County is updating its Wellhead Protection Plan to protect its water supply from contamination. As a part of the program, it has identified vulnerable areas around its wells called "Wellhead Protection Areas". Chemicals and other pollutants spilled or dumped in these areas can be drawn into the wells, possibly contaminating our community's drinking water supply. Residents and businesses in these areas must be very careful with chemicals and other potential pollutants.



POLLUTION SOURCES

Many things we do in our daily lives can pollute our surface and groundwaters.

Sources of groundwater pollution include:

- Used oil, paint thinner, gasoline and other chemicals poured on the ground
- Leaking storage tanks (aboveground and underground)
- Overuse of pesticides and fertilizers on lawns, golf courses and agricultural fields
- Chemical spills at businesses, farms and along highways
- Illegal dumps and poorly managed landfills
- Failing septic tanks
- Leaking sewer lines
- Improperly abandoned wells
- Unlined waste pits, ponds and lagoons

NEED MORE INFORMATION?

Bertie County Public Utilities
252-794-5350

NC Rural Water Association
919-812-5500
www.ncrwa.com

HOW CAN YOU HELP?

Water is our most valuable natural resource – we must protect it! You can help by doing your part to protect our supply and by supporting this program.

Here are some tips:

- Never pour used oil, paint thinner or other hazardous chemicals on the ground or down the drain. Take them to a recycling center or to a Household Hazardous Waste Collection Day. For more information call the Bertie County Solid Waste Department at 252-348-3322
- Check for and fix leaks in storage tanks (i.e. home heating oil/kerosene) at your home or business
- Inspect and pump your septic tank as needed
- Have any unused wells on your property properly abandoned
- Minimize your use of pesticides and fertilizers and store them properly
- Clean up junk and debris on your property
- Report all chemical spills immediately
- Encourage community leaders and businesses to do everything possible to protect our drinking water supply

AIR® SERVICE Agreement

This AIR™ Service Agreement ("Agreement") is made between CORRISOFT, LLC ("Corrisoft"), a Kentucky limited liability company with its principal place of business at 1713 Jaggie Fox Way, Lexington, KY 40511, and Bertie County Sheriff's Office ("Agency"), with its principal place of business at 104 Dundee St. #1, Windsor, NC, 27983. This Agreement is effective as of the date of full execution.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

DEFINITIONS

- 1.1. "Active monitoring" or "actively monitor," as used herein, refers to the ability to periodically receive recent location coordinates and other limited information about Clients, subject to certain limitations set forth in the Documentation.
- 1.2. "Client" refers to any person that is subject to Agency's enrolled in the AIR and or electronic monitoring programs.
- 1.3. "Confidential Information" refers to any information that is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of Corrisoft.
- 1.4. "Documentation" refers to the "Corrisoft AIR Officer's Reference Manual" which is incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.5. "Unit" or "Equipment" refers to:
 - 1.5.1. "System 5000" consisting of a (PTU) Personal Tracking Unit, a base station charging unit, and an (RF) tether
 - 1.5.2. "System 5000" consumables consisting of a strap, a clip, and a pin
- 1.6. "AIR" or "AIR Service" refers to the AIR Web based software platform, Smartphone and/or the Connect Equipment, Documentation and services described in Section 2.
- 1.7. "GPS" refers to Global Positioning Satellite.
- 1.8. "System" refers to Corrisoft central monitoring computer systems, which are located and maintained at Corrisoft offices.
- 1.9. "Active Unit" refers to any Unit that is assigned to a Client that is being monitored, regardless of whether such monitoring is active or passive.
- 1.10. "Active Unit Day" refers to any day, or any portion thereof, in which there is an Active Unit.

1. AGENCY'S OBLIGATIONS

- 1.1 Agency agrees to retain complete authority of and responsibility for Client selection, enrollment, monitoring alerts and reports; to oversee orientation and installation of Equipment; to verify the accuracy of all profile(s); to establish policies and procedures, responses to alert notifications, all liaison work with the involved courts, and management and control of login IDs; and to retain liability for any acts committed by a Client.
- 1.2 Agency will not assign, sublicense, or otherwise transfer any of its rights under this Agreement, the Agreement itself, or the license granted hereby without prior written consent of Corrisoft.

2. CORRISOFT'S OBLIGATION

- 2.1 Provided Agency is not in default of this Agreement, Corrisoft will supply certain Equipment to Agency and certain AIR related services to Agency during the term of this Agreement subject to the provisions set forth herein. The specific Equipment and services to be supplied by Corrisoft, and the amounts to be paid by Agency for such Equipment and services, will be set forth for invoices that will be periodically provided by Corrisoft to Agency.

3. PAYMENT TERMS

- 3.1 Payment terms are Net 30 from date of invoice. Interest on any amount that is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

3.2 In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay to Corrisoft as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply Corrisoft with a tax exemption certificate.

4. CONTRACT TERM, TERMINATION, RENEWAL

- 4.1 The term of this Agreement is for a four (4) year from the effective date of this Agreement unless terminated as provided herein. This Agreement, its terms and conditions, and authorized amendments are renewed automatically on the anniversary of its original effective date unless otherwise terminated as provided for herein.
- 4.2 Either party, upon sixty (60) days prior written notice to the other party, may terminate this Agreement for convenience. Cessation of services and responsibilities defined in this Agreement may not take place less than sixty (60) days from the receipt of notice except in the event of default by either party. All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- 4.3 Upon termination of the Agreement, Agency shall immediately return all property due to Corrisoft. In the event Corrisoft's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to Corrisoft the full daily rate listed in Exhibit A until Corrisoft has all such Units and other property in its possession. Corrisoft is entitled to full payment for services rendered and accepted whether during the term of this Agreement or thereafter.
- 4.4 The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of Corrisoft products and services. Corrisoft shall not be liable for any delay in performances due to limited availability of AIR products and services.

5. LIMITATION OF LIABILITY

- 5.1 Agency will be responsible for the proper use, management and supervision of the Equipment and the monitoring of the Client. Agency agrees that Corrisoft will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.
- 5.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CORRISOFT EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT SERVICE OR EQUIPMENT IS OR WILL BE COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- 5.3 In no event will Corrisoft be liable for any indirect, special, incidental, or consequential damages resulting from, arising out of, or in connection with, any failure of the equipment or services or breach by Corrisoft of this agreement, even if Corrisoft has knowledge of this possibility of the potential loss or damage.
- 5.4 In no event does Corrisoft assume any responsibility or liability for acts that may be committed by persons and/or Client(s) that are subject to Agency's electronic monitoring program. Agency agrees to indemnify Corrisoft from any third party claims for any such acts of Client(s). As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- 5.5 Agency agrees to indemnify and hold Corrisoft and its employees, agents, and contractors, harmless from any and all claims of third parties resulting from or incidental to the Agency's use, modification, or operation of the Licensing Software.
- 5.6 This section shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

6. OWNERSHIP—CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 6.1 Corrisoft shall retain all ownership interests in all parts of the AIR Service. All rights owned by Corrisoft that are not granted by this Agreement, including the right to derivative works, are reserved to Corrisoft. The System, Licensed Software, Documentation, and any and all copies thereof, whether in whole or in part, whether made by Corrisoft or anyone else, and all rights, powers and privileges which arise out of this Agreement are, and shall

remain at all times, the sole and exclusive property of Corrisoft. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the System, Licensed Software, Documentation and/or rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of Corrisoft's rights to the Licensed Software. Agency understands, acknowledges, and agrees that certain aspects of the System and Licensed Software are Corrisoft's trade secrets. These include, but are not limited to, the following: system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the System, Licensed Software, Documentation or any trade secrets of Corrisoft. Corrisoft will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password and the Licensed Software, and shall not allow parties, except authorized employees or contractors of the Agency, access to the Licensed Software or any of its component parts. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the System, Licensed Software, Documentation, or trade secrets hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restriction of this Agreement. Agency agrees to notify Corrisoft immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, Licensed Software or any part thereof by any person or entity. Corrisoft is not responsible for breaches in security resulting from third party access to Agency's password.

6.2 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sub-licensees to alter, maintain, enhance, or otherwise modify any part of the AIR Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Service or the System or associated software, hardware and technology that would reveal any of Corrisoft's confidential information, trade secrets, or technology.

6.3 Agency shall take all reasonable actions to cause its employees, agents and subcontractors, if any, to not, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligation under this Agreement, any Confidential Information which Agency or such person has acquired or may acquire, whether technical or non-technical, relating to the business affairs of Corrisoft, including without limitation the AIR Service and related documentation.

7. FORCE MAJEURE

Corrisoft shall not be liable for any delay in the performance or nonperformance which is due to causes beyond Corrisoft's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, failure of third-parties to provide goods or services, failure of any telecommunications services (both wireless and wire systems), differences with employees or similar or dissimilar causes beyond the reasonable control of Corrisoft.

8. INSURANCE

Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish the other with a certificate of insurance or other evidence that required insurance is in effect.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event that a dispute arises with respect to any of the provisions contained herein or any other matter affecting the relationship between Corrisoft and Agency, the dispute shall be resolved by arbitration in Lexington, Kentucky in accordance with the rules of procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

10. GENERAL

- 10.1** This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party.
- 10.2** Any provision of this Agreement that is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency which is in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Corrisoft and will not apply to this Agreement.
- 10.3** This Agreement may be executed in any number of separate counterparts, by the different parties hereto on, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 10.4** Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties.
- 10.5** Agency shall not assign, sublicense, or otherwise transfer or assign this Agreement or any of its rights under this Agreement without prior written consent of Corrisoft. Corrisoft may assign this Agreement without the consent of Agency.

11. ENTIRE AGREEMENT

The entire agreement between parties with respect to the subject matter hereof is contained in this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

12. ASSIGNMENT/SUBCONTRACTING

Corrisoft shall have the right to subcontract any and all services set forth under this Agreement, so long as Corrisoft remains primarily responsible hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the latest date set forth below.

CORRISOFT, LLC

By:

By:

Printed Name: Bill Johnson

Printed Name: John Holley

Printed Title: President & CEO

Printed Title: Sheriff

Date:

Date:

**EXHIBIT A
PRICING**

Agency responsibilities includes but not limited to: participant enrollment and profile page set-up, installation and instruction on device operations, entering initial and ongoing participant GPS location/compliance terms, field support (device swaps & recovery), monitoring offenders for compliance through monitoring software and system generated alerts, un-enrollment, and entering of scheduled events (court dates, drug testing, etc.).

AIR® Component Charges

Pursuant to Section 5 of the Agreement, the costs of the Agency for the lease and services rendered by Corrisoft are as follows:

EQUIPMENT AND HARDWARE DEVICE RATES (per day rates are for active devices assigned to participants and do not include Corrisoft support services.)

\$6.50 per day per System 5000 GPS tracking device
\$3.50 per day per System 5000 GPS tracking device in Victim mode

SERVICES (per day rates are for active devices assigned to participants)

\$1.00 per day per device for Protocol Management(MCI)

Protocol Management – Corrisoft AIR Service Agent (ASA) will contact participants regarding alerts and perform preliminary screening by asking predefined investigative questions. The ASA will note information gathered from the participant and escalate notifications per Agencies guidelines.

\$1.00 per day per active participant on OTTER™

(Offender Tracking Transport Emergency Response) is an AUTOMATED emergency alert notification system that adds important value to electronic monitoring sensors. With OTTER™, sensors will initiate precisely selected messages, based on the specific alert protocol that is broken by the offender/client. Notifications can be sent to cell phones, land phones, pagers, email accounts and/or fax machines. Typical notification recipients are parole officers, law enforcement dispatch officers and court administrators. It is the responsibility of the Customer to review all contact information for notification recipients on a regular basis to make sure that it is up to date and complete.

EQUIPMENT LOSS AND DAMAGE REPLACEMENT COSTS

Agency will be responsible for all costs associated with lost, stolen, or damaged AIR Devices. Replacement costs for AIR units will be as follows:

System 5000 PTU \$795; System 5000 Transmitter \$200; System 5000 Base \$400;

SHELF

Agency will use its best efforts to keep unused inventory in its possession to less than 10% for System 5000 or a minimum of 1 system 5000 kit per month at no charge. Agency will be charged a reduced rate of \$3.25 for shelf units at the as noted above per device if the inventory level exceeds 10% for System 5000 . Shelf is calculated on a monthly basis and by device type.

FREIGHT

Corrisoft will pay for second day air shipping costs for devices to and ground shipping from the Agency. Agency will be responsible for expedited freight charges if requested.

CONSUMABLES

Corrisoft will provide straps and clips for the AIR Connect, Sys5000, and BluTag devices at no charge. In the event that above normal consumption of these consumables is recognized by Corrisoft, additional training and or fees may be required from Agency. Additional consumables may be billed and or can be purchased at any time for \$10 per strap set.

TRAINING

Corrisoft will provide initial user training on site at a location provided by the Agency with up to eight (8) hours over no more than two (2) days. Additional training maybe delivered through remote or additional onsite training. Corrisoft reserves the right to charge Agency for additional onsite training if requested at a rate of \$1500 per day plus all travel expenses (meals, travel, hotel, etc.).

INSURANCE:

Corrisoft acknowledges that placement of our devices with offenders and agents entails risk of loss of such units. In order to fairly share the risk of such loss with the Agency, Corrisoft hereby agrees to cover the potential loss as follows:

- **10% Insurance Cost:** \$0.50 per unit per day in Agency's possession.
- **100% Insurance Cost:** \$1.25 per unit per day in Agency's possession.
 - **Terms of Coverage:** Corrisoft agrees to replace up to defined coverage of Monitoring Units, which Corrisoft has leased to the Agency during the term of the service agreement, at the full cost of such replacement Units, as listed under Equipment Loss and Damage (see above) in the event such Units are lost, stolen or destroyed and such loss is not caused by Agency (collectively "Lost Units").
 - Lost Units will be calculated based on a Unit Year, which shall mean the monthly rolling average of all inventoried Units leased (specific to product model) over a twelve month period preceding the end of the calendar year or the date of receipt by Corrisoft of the claim of loss ("Claim Receipt Date").

- If Units have been in Agency's possession for less than 12 months, Units Year shall mean the length of time from the date of delivery of such Units to the Claim Receipt Date.
- **Initiation of Coverage:** Receipt of initial payment per covered Unit.
- **Termination of Coverage:** Non-payment at due date, per Unit.
- **Reservation of Rights:** Corrisoft reserves the right to modify the terms of this Corrisoft insurance coverage at any time, upon 30 days written notice to Agency. Agency reserves the right to cancel optional insurance coverage at any time, upon 30 days written notice to Corrisoft.
- **Agency must have a minimum of 25 devices specific to product model in inventory to be eligible for Insurance**

Additional Notes:

- Corrisoft will offer Agency current products and upgrade equipment as new products and models are released.
- Pricing is only valid for 15 days from initial receipt of Agreement.
- Agency may request additional devices and services. Corrisoft will make a best effort to implement additional services within 2 weeks of approved Addendum.

Exhibit B
End User Agreement

Bertie County Board of Commissioners



July 20, 2015
7:00pm

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

July 20, 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.

7:00-7:05 Call to Order and Welcome by Chairman Wesson (Blue Jay Fire Department, Indian Woods)

7:05-7:10 Invocation and Pledge of Allegiance by Vice Chairman Lee

7:10-7:25 Public Comments (*3 minute time limit per speaker*)

(A)

***** APPOINTMENTS *****

7:25-7:35 Presentation by Shanna Damron of the NC Department of Transportation (A-1)

7:35-7:45 Proposal by John Herring of Bertie Correctional Institution regarding a leadership summit with faith based leaders in the County

7:45-7:55 Roanoke Electric Cooperative presentation by Marshall Cherry

7:55-8:05 Agapé Community Health Clinic presentation by Carol Taylor, Dental Director

8:05-8:15 Economic Development report by Steve Biggs

Board Appointments (B)

1. JCPC Board (B-1)
2. Economic Development Commission (B-2)

Consent Agenda (C)

1. Accept Register of Deeds Fees Report – June 2015 (C-1)
2. Accept Tax Release Journal – June 2015 (C-2)
3. Approve minutes for regular session 6-1-15 and 6-15-15 (C-3)
4. Approve Closed Session minutes for 6-1-15 and 7-1-15
5. Approve minutes for budget work session 6-18-15 (C-4)
6. Approve minutes for special meeting 7-1-15 (C-5)
7. Tax Settlement Reports for 2014 and 2015 (C-6)
8. FYI – Tax Department Collections as of May 2015 (C-7)
9. 2014-2015 Insolvent Tax Resolution (C-8)

10. Charge of Tax Administrator for the collection of FY2015-2016 Tax Levy (C-9)
 - a. N.C.G.S. 105-321
11. Offer to purchase parcels (C-10)
12. Approve FY 2015-2016 Salary Schedule and Assignment of Job Classifications and Grades as incorporated in the FY 2015-2016 Budget Ordinance in preparation for annual submission of pay plan to State Personnel (C-11)
13. Budget Amendment – FY 2014-2015 carryover for Economic Development marketing contract in the amount of \$71,100 previously approved on May 18, 2015 and other program adjustments (C-12)
14. Acceptance of \$2,500 contribution for roof replacement at Good Shepherd Food Pantry
15. Approval of Council on Aging Food Service Contract for Congregate Nutrition and Home Delivered Meals (C-13)

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Discuss revised proposed resolution presented by Garry Terry to support further study (D-1)
2. Discuss the status of the latest draft of the Manufactured Home Park Ordinance as requested on May 18, 2015
3. Review cost estimate for basketball court project (D-3)
4. Discuss Cooperative Extension amendment to memorandum of Agreement with NC State University regarding employee pay status (D-4)
5. Request to lease space in DRC – CADA of NC, Inc. (D-5)

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

3 minute time limit per speaker

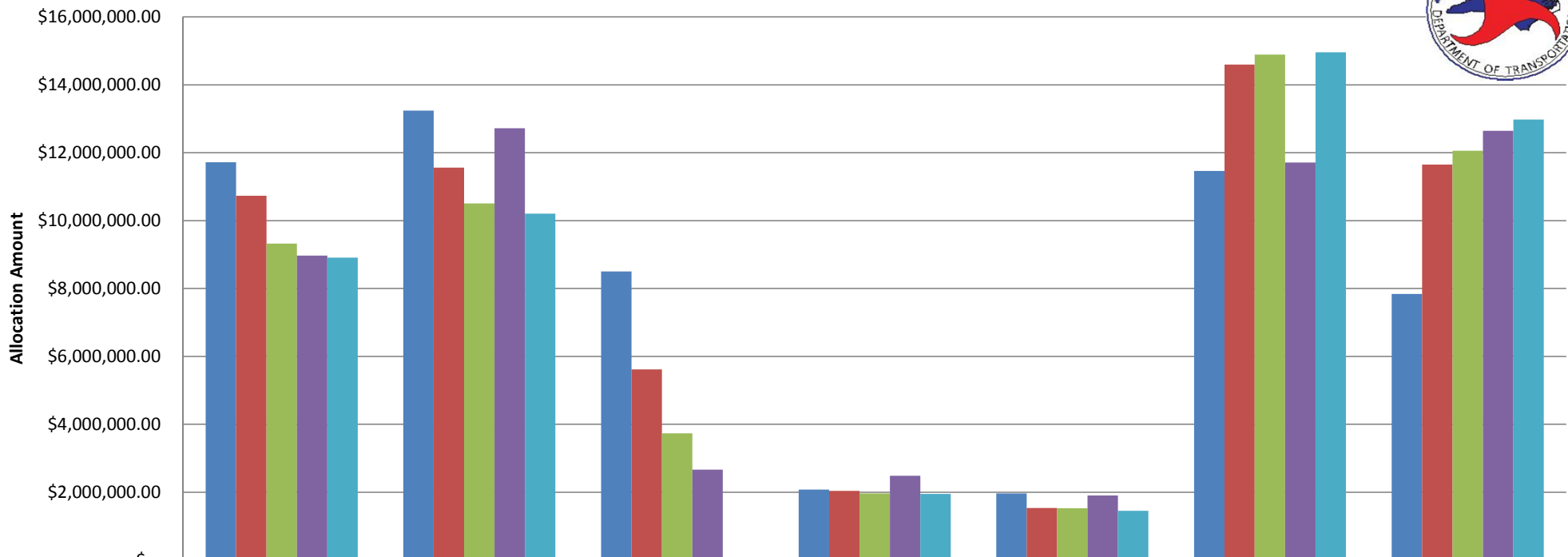
Closed Session

(See other side for statutes)

Adjourn

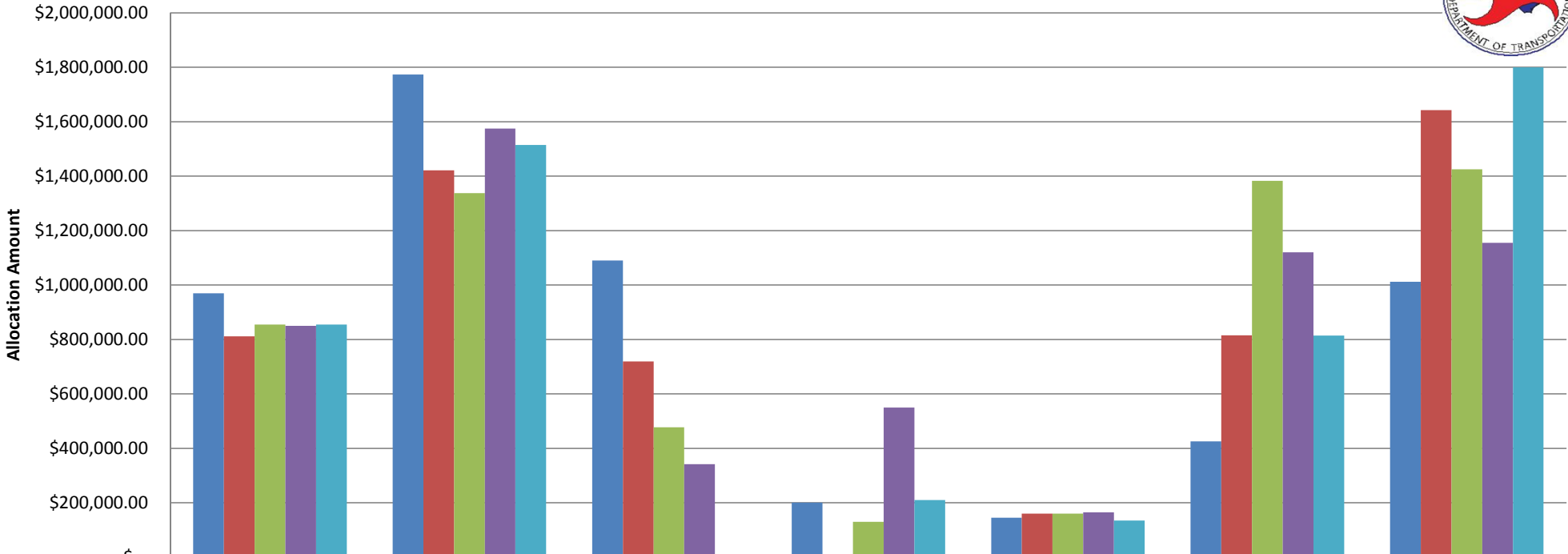


Division One Standing Maintenance Budget



	Primary Maintenance	Secondary Maintenance	Secondary Road Construction	Bridge Primary Maintenance	Bridge Secondary Maintenance	Primary Resurfacing	Secondary Resurfacing
FY2010-2011	\$11,721,884.00	\$13,238,260.91	\$8,504,945.12	\$2,078,780.00	\$1,964,000.00	\$11,466,664.00	\$7,838,558.00
FY2011-2012	\$10,731,333.00	\$11,565,191.00	\$5,619,256.31	\$2,039,961.00	\$1,533,226.00	\$14,599,721.00	\$11,654,433.00
FY2012-2013	\$9,328,050.00	\$10,510,562.00	\$3,732,968.69	\$1,962,943.00	\$1,528,199.00	\$14,888,724.00	\$12,058,092.00
FY2013-2014	\$8,972,241.00	\$12,722,162.00	\$2,668,858.97	\$2,486,319.00	\$1,908,422.00	\$11,710,464.00	\$12,648,612.00
FY2014-2015	\$8,908,931.00	\$10,202,167.00	\$-	\$1,949,000.00	\$1,456,232.00	\$14,958,559.00	\$12,975,000.00

Bertie County Historic Look at the Standing Maintenance Budget






























	Primary Maintenance	Secondary Maintenance	Secondary Road Construction	Bridge Primary Maintenance	Bridge Secondary Maintenance	Primary Resurfacing	Secondary Resurfacing
FY2010-2011	\$970,000.00	\$1,773,273.47	\$1,089,882.65	\$200,000.00	\$145,000.00	\$425,000.00	\$1,011,631.00
FY2011-2012	\$811,000.00	\$1,421,644.00	\$718,861.63	\$-	\$160,000.00	\$815,000.00	\$1,642,313.00
FY2012-2013	\$855,000.00	\$1,337,287.00	\$477,552.15	\$130,000.00	\$160,000.00	\$1,383,000.00	\$1,425,015.00
FY2013-2014	\$850,000.00	\$1,575,000.00	\$341,422.46	\$550,000.00	\$165,000.00	\$1,120,000.00	\$1,155,000.00
FY2014-2015	\$855,000.00	\$1,515,000.00	\$-	\$210,000.00	\$135,000.00	\$814,000.00	\$1,800,000.00









"OFF THE TOP" Funding Items

County	Primary FY13-14 Expenditures						Secondary FY13-14 Expenditures				Primary Total	Secondary Total	Combined Total
	Rest Areas	Landscaping	Ocean Outfall	Guardrail Repairs	Mowing	Traffic- Signals	River Ferries	Ocean Outfall	Mowing	Signals			
Bertie	\$ -	\$ -	\$ -	\$ 40,603.04	\$ 141,909.67	\$ 21,600.00	\$ 51,612.01	\$ -	\$ 200,780.68	\$ 2,400.00	\$ 204,112.71	\$ 254,792.69	\$ 458,905.40
Camden	\$ 159,582.73	\$ -	\$ -	\$ 163.96	\$ 38,883.77	\$ 3,600.00	\$ -	\$ -	\$ 71,991.45	\$ -	\$ 202,230.46	\$ 71,991.45	\$ 274,221.91
Chowan	\$ -	\$ -	\$ -	\$ 31,496.77	\$ 45,525.43	\$ 12,000.00	\$ -	\$ -	\$ 82,550.52	\$ 4,800.00	\$ 89,022.20	\$ 87,350.52	\$ 176,372.72
Currituck	\$ 170,236.01	\$ -	\$ -	\$ 245.88	\$ 65,666.42	\$ 18,000.00	\$ -	\$ -	\$ 85,551.85	\$ 2,600.00	\$ 254,148.31	\$ 88,151.85	\$ 342,300.16
Dare	\$ 333,893.92	\$ 180,896.63	\$ 50,000.00	\$ 32,263.83	\$ 131,914.21	\$ 73,200.00	\$ -	\$ -	\$ 54,229.39	\$ 2,600.00	\$ 802,168.59	\$ 56,829.39	\$ 858,997.98
Gates	\$ -	\$ -	\$ -	\$ 327.84	\$ 45,482.11	\$ 6,000.00	\$ -	\$ -	\$ 91,582.19	\$ -	\$ 51,809.95	\$ 91,582.19	\$ 143,392.14
Hertford	\$ -	\$ -	\$ -	\$ -	\$ 81,050.20	\$ 30,000.00	\$ 60,089.03	\$ -	\$ 75,778.43	\$ 12,000.00	\$ 111,050.20	\$ 147,867.46	\$ 258,917.66
Hyde	\$ 60,696.48	\$ -	\$ -	\$ 3,231.38	\$ 59,512.83	\$ 4,800.00	\$ -	\$ -	\$ 77,359.38	\$ -	\$ 128,240.69	\$ 77,359.38	\$ 205,600.07
Martin	\$ -	\$ -	\$ -	\$ 144,736.26	\$ 189,268.03	\$ 33,600.00	\$ -	\$ -	\$ 191,052.91	\$ 9,600.00	\$ 367,604.29	\$ 200,652.91	\$ 568,257.20
Northampton	\$ -	\$ -	\$ -	\$ 4,985.26	\$ 73,062.21	\$ 20,400.00	\$ -	\$ -	\$ 185,633.80	\$ 2,500.00	\$ 98,447.47	\$ 188,133.80	\$ 286,581.27
Pasquotank	\$ -	\$ -	\$ -	\$ 43,746.11	\$ 67,980.55	\$ 56,400.00	\$ -	\$ -	\$ 96,041.37	\$ 13,000.00	\$ 168,126.66	\$ 109,041.37	\$ 277,168.03
Perquimans	\$ -	\$ -	\$ -	\$ 4,432.62	\$ 50,152.30	\$ 13,200.00	\$ -	\$ -	\$ 109,093.23	\$ 15,600.00	\$ 67,784.92	\$ 124,693.23	\$ 192,478.15
Tyrrell	\$ 112,449.17	\$ -	\$ -	\$ 36,890.85	\$ 433,550.98	\$ 4,800.00	\$ -	\$ -	\$ 60,022.17	\$ -	\$ 587,691.00	\$ 60,022.17	\$ 647,713.17
Washington	\$ 67,317.80	\$ -	\$ -	\$ 47,994.50	\$ 90,176.75	\$ 9,600.00	\$ -	\$ -	\$ 99,381.75	\$ 13,000.00	\$ 215,089.05	\$ 112,381.75	\$ 327,470.80
Total =	\$ 904,176.11	\$ 180,896.63	\$ 50,000.00	\$ 391,118.30	\$ 1,514,135.46	\$ 307,200.00	\$ 111,701.04	\$ -	\$ 1,481,049.12	\$ 78,100.00	\$ 3,347,526.50	\$ 1,670,850.16	\$ 5,018,376.66












Contract Resurfacing-Bertie County

FISCAL YEAR 2014-2015								
WBS#	Contract #	Symbol On Map	Route	Name	From	To	Contractor	Comments
1CR.10081.28	DA00200		US 13		SR 1388 (Baker St)	Bridge #53 Project	Rose Brothers	Contract work began 3/24/2015;Completion: 8/28/2015
1CR.10081.29	DA00233		US 13		SR 1388 (Baker St)	US 17 Bypass	Rose Brothers	Availability Date: 7/1/2015 Completion: 6/30/2016
1CR.20081.68	DA00214		SR1502	Avoca Farm Rd.	NC 45	End	Rose Brothers	Contract work began 3/16/2015;Completion: 9/25/2015
1CR.20081.69	DA00214		SR 1363	Taylor's Store Rd.	SR 1364	NC 45	Rose Brothers	"
1CR.20081.70	DA00214		SR1322	John Moore Rd.	SR 1321	Hertford Co. Line	Rose Brothers	"
1CR.20081.71	DA00214		SR1342	Morris Ford Rd.	SR 1312	SR 1314	Rose Brothers	"
1CR.20081.72	DA00214		SR 1254	Saunders Rd.	NC 11	End	Rose Brothers	"
1CR.20081.73	DA00214		SR 1228	Early Station Rd.	SR 1229	SR 1246	Rose Brothers	"















FISCAL YEAR 2015-2016								
WBS#	Contract #	Symbol On Map	Route	Name	From	To	Contractor	Comments
1CR.10081.30	DA00233		US 17 Business		NC 308	US 17 Bypass	Rose Brothers	Availability Date: 7/1/2015 Completion: 6/30/2016
1CR.10081.31	DA00233		NC 308		Sutton Creek Bridge	NC 45	Rose Brothers	"
1CR.20081.74	DA00227		SR 1511	Sutton Rd.	SR 1510	MP 4.2 miles	Barnhill	Availability Date: 7/1/2015 Completion: 6/30/2016
1CR.20081.78	DA00227		SR 1108	Indian Woods Rd.	SR 1124	Bridge #85	Barnhill	"
1CR.20081.75	DA00227		SR 1366	Bakertown Rd.	SR 1365	MP 2.0 miles	Barnhill	"
1CR.20081.76	DA00227		SR 1219	Francis Mill Rd.	SR 1222	NC 305	Barnhill	"
1CR.20081.77	DA00227		SR 1318	Brown Rd.	NC 42	SR 1316	Barnhill	"
1CR.20081.79	DA00227		SR 1134	Griffins Qt. Rd.	NC 308	End	Barnhill	"
1CR.20081.80	DA00227		SR 1203	Moore Rd.	2.3 miles west of NC 11	SR 1204	Barnhill	"
1CR.20081.81	DA00227		SR 1355	Farless Rd.	SR 1344	SR 1354	Barnhill	"
1CR.20081.82	DA00227		SR 1360	Willow Branch Rd.	NC 45	SR 1358	Barnhill	"
1CR.20081.83	DA00227		SR 1367	Eugene Freeman Rd.	SR 1342	NC 42	Barnhill	"
1CR.20081.84	DA00227		SR 1205	Cemetery Rd.	SR 1208	NC 308	Barnhill	"
1CR.20081.85	DA00227		SR 1332	Mays Landing Rd.	NC 45	Herford Co. Line	Barnhill	"
1SP.20085.1			SR 1519	Morning Rd.	SR 1500	SR 1518		BST
1SP.20085.2			SR 1518	Middle Tract Rd.	SR 1500	End		BST
1SP.20085.3			SR 1518	Middle Tract Rd.	SR 1500	End		BST
1SP.20085.4			SR 1107	Spellers Ferry Rd.	SR 1106	End		BST
1SP.20085.5			SR1500	Sans Souci Rd.	SR 1518	.3 miles South of SR 1517		BST




1SP.20085.6			SR1541	Lam Plant Rd.	US17	Dead End		BST
1SP.20085.7			SR 1215	Farm Rd.	SR 1200	Dead End		BST
1SP.20085.8			SR 1219	Francis Mill Rd.	SR 1224	SR 1222		BST
1SP.20085.9			SR 1354	Holley Rd.	NC 45	Dead End		BST
1SP.20085.10			SR 1310	Exter Rd.,	SR 1307	SR 1001		BST
1SP.20085.11			SR 1307	Godwin Rd.	SR 1304	SR 1310		BST
1SP.20085.12			SR1320	Rockpile Rd.	NC42	SR 1321		BST
1SP.20085.13			SR1329	Glovers Cross Rd.	SR 1330	NCL Colerain		BST

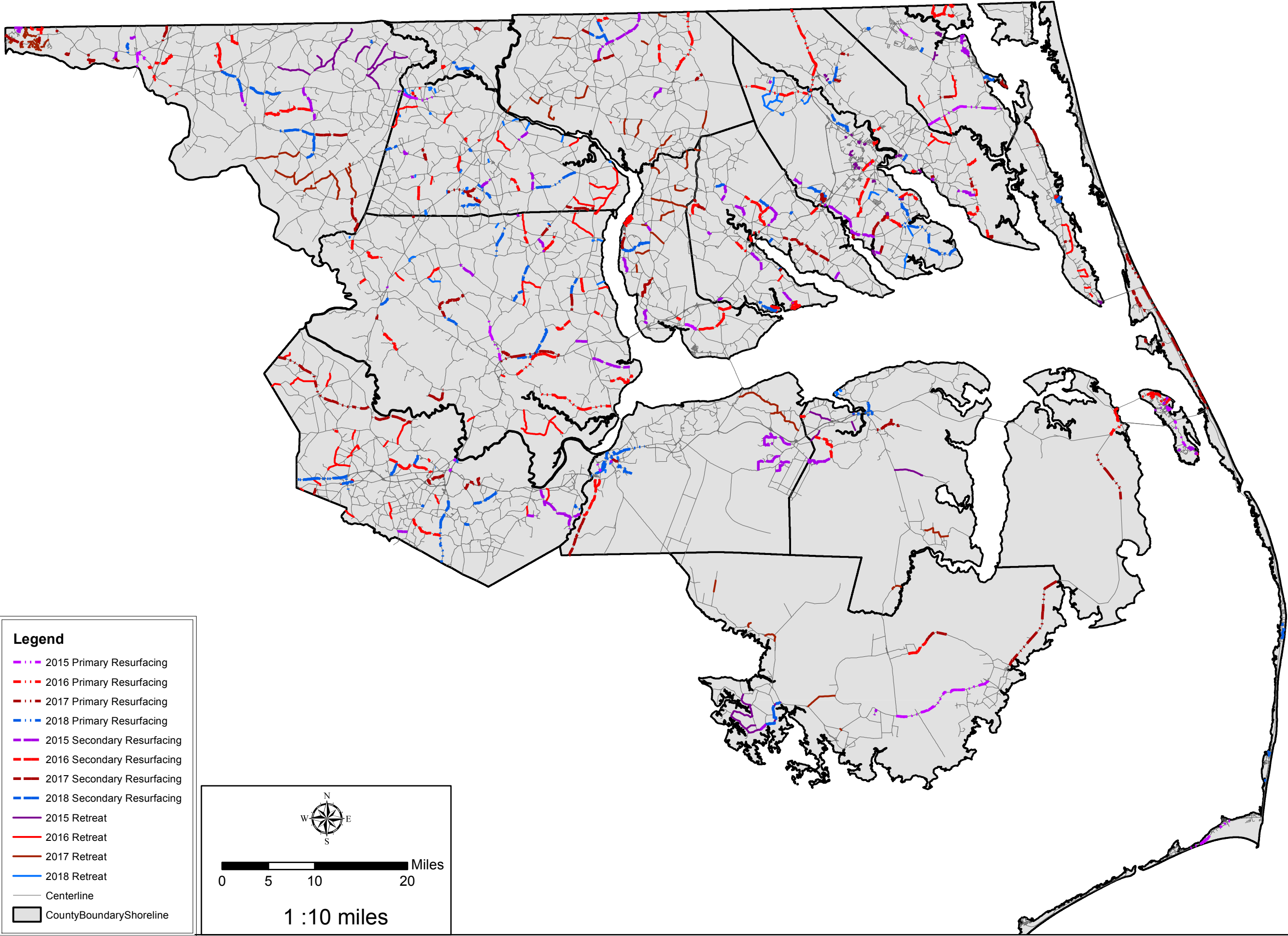
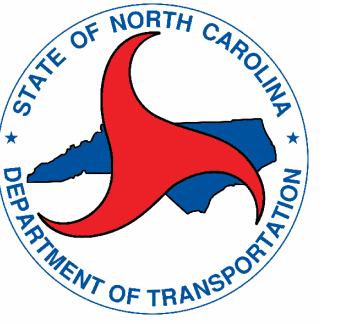
FISCAL YEAR 2016-2017

WBS#	Contract #	Symbol On Map	Route	Name	From	To	Contractor	Comments
			US 17 Byp EB		US 13	US 17		
			US 17 Byp WB		US 13	US 17		
			SR 1110	Quitsna Rd.	SR 1111	SR 1109		
			SR 1109	Coniotte Rd.	SR 1110	SR 1108		
			SR 1300	Greens Cross Rd.	PC	SR 1301		
			SR 1260	Rebublican Rd.	SR 1221	SR 1247		
			SR 1346	Sand Hill Rd.	SR 1387	SR 1301		
			SR1143	Short Rd.	NC 11	SR 1108		
			SR 1234	Dunning Rd.	NC 305	Hertford Co. Line		
			SR 1221	Charles Taylor Rd.	SR 1260	NC 305		
			SR 1002	Quebec Rd.	NC 42	SR 1325		

FISCAL YEAR 2017-2018

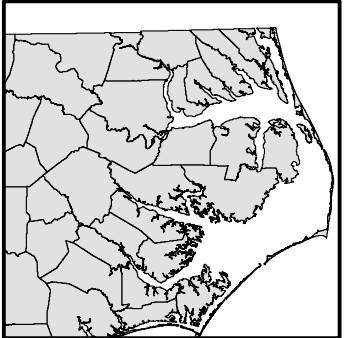
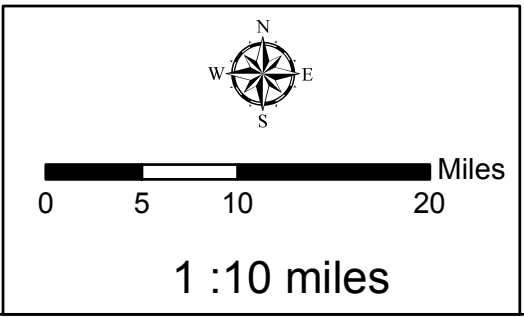
WBS#	Contract #	Symbol On Map	Route	Name	From	To	Contractor	Comments
			US 13		Powellsville SCL	SR 1313		
			SR 1001	Wakelon Rd.	US 17	SR 1366		
			SR 1300	Greens Cross Rd.	SR 1001	PC		
			SR 1346	Bethany Church Rd.	SR 1344	SR 1387		
			SR 1306	New Rd.	SR 1304	SR 1307		
			SR 1307	Elm Grove Rd.	SR 1310	SR 1312		
			SR 1119	Jack Branch Rd.	NC 11	SR 1120		
			SR 1260	Republican Rd.	SR 1247	SR 1112		
			SR 1224	Tripp Rd.	SR 1225	SR 1219		Thin Lift Overlays
			SR 1210	Clarence Nowell Rd.	SR 1200	SR 1200		Thin Lift Overlays
			SR 1378	Lazy Hill Dr.	SR 1336	End Maintenance		Thin Lift Overlays
			SR 1374	Long Branch Rd.	NC 45	Dead End		Thin Lift Overlays
			SR 1375	Wynn Rd.	SR 1374	Dead End		Thin Lift Overlays
			SR 1251	Railroad Lane	ECL Roxobel	Dead End		Thin Lift Overlays

			SR 1236	Dailey Rd.	SR 1235	Dead End		Thin Lift Overlays
			SR 1325	Simon Farm Rd.	SR 1002	Dead End		Thin Lift Overlays
			SR 1371	Sheeps Landing Rd.	NC 45	End Maintenance		Thin Lift Overlays



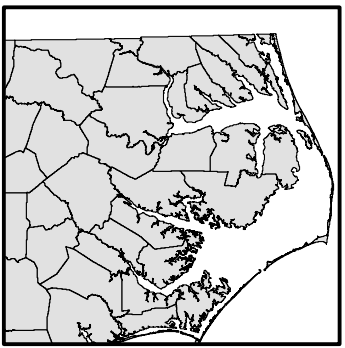
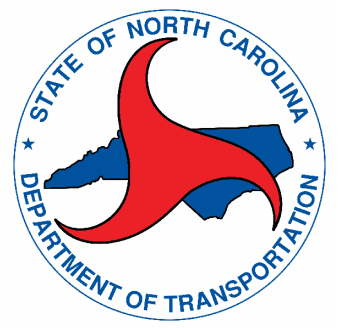
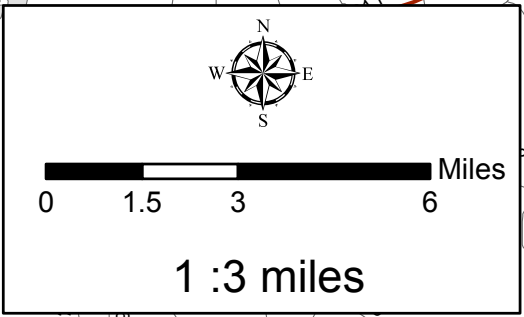
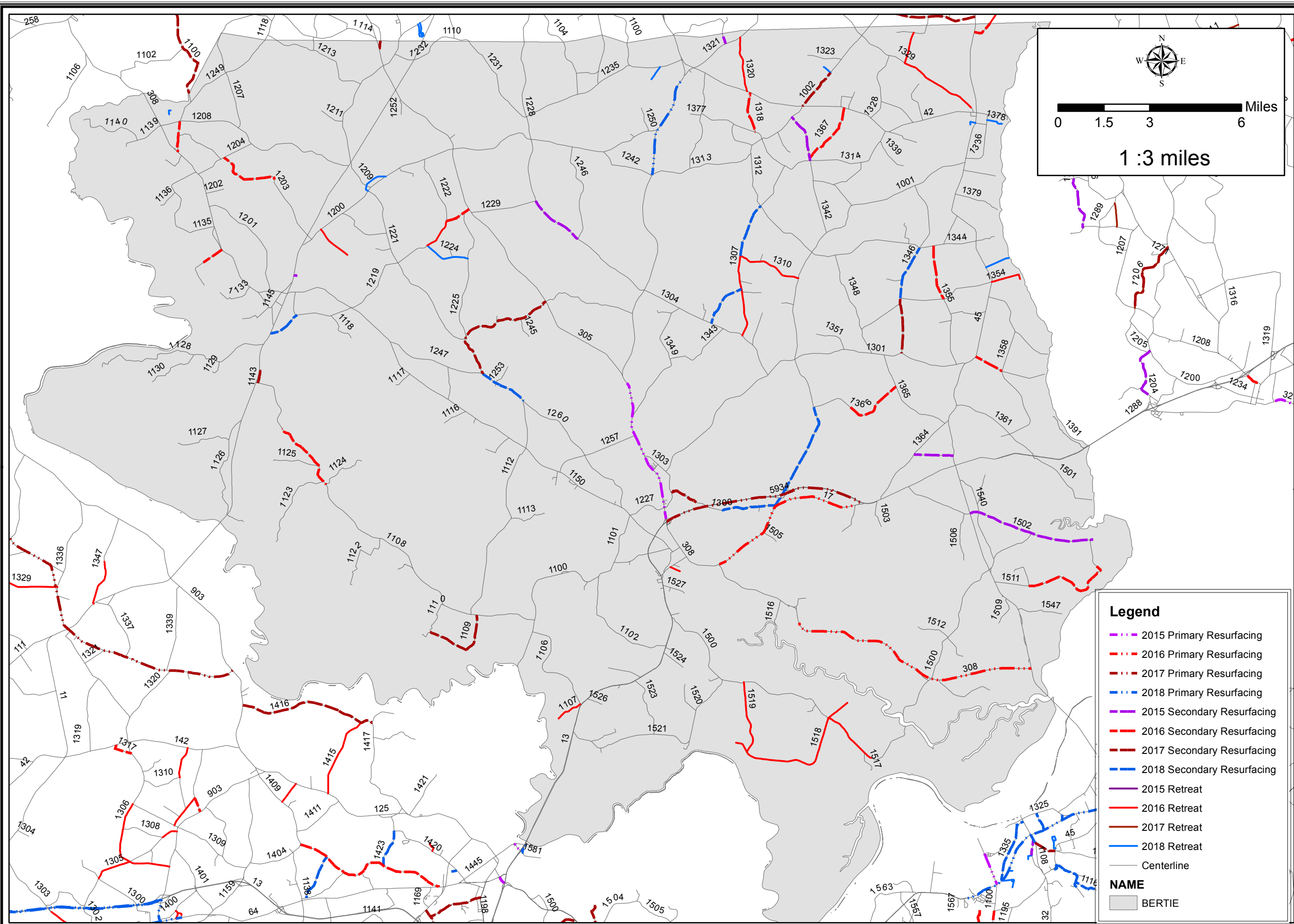
Legend

- 2015 Primary Resurfacing
- 2016 Primary Resurfacing
- 2017 Primary Resurfacing
- 2018 Primary Resurfacing
- 2015 Secondary Resurfacing
- 2016 Secondary Resurfacing
- 2017 Secondary Resurfacing
- 2018 Secondary Resurfacing
- 2015 Retreat
- 2016 Retreat
- 2017 Retreat
- 2018 Retreat
- Centerline
- CountyBoundaryShoreline



Imagery Date: 2012
Map Date: March 31, 2015
Map Scale: 1:10
Map Produced By: NCDOT Division 1 GIS

Division 1
North Carolina Department of Transportation
Division 1
Retreatment/Resurfacing Plan
North Carolina



Legend

- 2015 Primary Resurfacing
- .- 2016 Primary Resurfacing
- 2017 Primary Resurfacing
- 2018 Primary Resurfacing
- 2015 Secondary Resurfacing
- 2016 Secondary Resurfacing
- 2017 Secondary Resurfacing
- 2018 Secondary Resurfacing
- 2015 Retreat
- 2016 Retreat
- 2017 Retreat
- 2018 Retreat
- Centerline

NAME

■ BERTIE

Imagery Date: 2012
 Map Date: March 31, 2015
 Map Scale: 1:3
 Map Produced By: NCDOT Division 1 GIS

Bertie County
 North Carolina Department of Transportation
 Division 1
Retreat/Resurfacing Plan
 North Carolina

JCPC Board

Immediate Vacancies: 4

Position Vacancy:

Board	Term	Name	Began	End
JCPC Board	2 years	Lisa Mizelle	6/3/13	6/3/15

Special requirements: N/A

Notes: Reappointment

Attendance of Current Members: N/A

Applications Received:

1

Current Members (unexpired):

1. Ernestine (Byrd) Bazemore
 - a. Commissioner Appointment
2. Laree Cherry
3. Morris Rascoe
4. Anne Mitchell
5. James Heckstall



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Lisa Mizelle

Home Phone Number: NONE Mobile: 252-287-9773

Home Fax Number: NONE

Email Address: lisa.mizelle@ncdps.gov

Home Address: 233 Charles Taylor Rd. Aulander, NC 27805

Mailing Address: Same

Are you a full-time resident of Bertie County? Yes No

How long have you been a full-time resident of Bertie County? _____

Do you live within any corporate or town limits? Yes _____ No Which: _____

County Commissioner District: _____
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Juvenile Court Counselor Employer: Dept. of Public Safety

Business Address: _____

Business Phone Number: 252-794-5383 Business Fax: 252-794-6801

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- 1. JCPC 3 _____
- 2. _____ 4 _____

Qualification for specific category: I have worked with juveniles for 22 years, using the type of programs funded by JCPC. I know first hand what type of services are needed

Name of any Bertie County Board/Commission/Committee on which you presently serve:
JCPC

If reapplying for a position you presently hold, how long have you served? _____

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

The Committee decides and oversees how JCPC monies are spent. I work with these programs and know first hand what services are needed

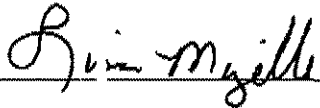
Do you have any delinquent Bertie County taxes? ___ Yes ___ No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

B.S. Degree in Criminal Justice
Employed by Juvenile Justice for 22 years

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 6-29-15 Applicant's Signature: 

Return application to:

Sarah S. Tinkham
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
sarah.tinkham@bertie.nc.gov

Note:

*All information on this document is subject to the Public Records Law and will be released to the public upon request.

**Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.

***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____

Economic Development Commission

Immediate Vacancies: 2

Position Vacancy:

Board	Term	Name	Began	End
Economic Development Commission	2 years	Alan Mizelle	7/1/2013	7/1/2015
Economic Development Commission	2 years	Patricia Ferguson	---	---
Economic Development Commission	2 years	Kervin Spivey	---	---

Special requirements: N/A

Notes: 1 reappointment, 2 new applicants.

Attendance of Current Members: N/A

Applications Received:

4

Current Members (unexpired):

1. Vivian Saunders
2. Buneva Everett
3. Lewis C. Hoggard, III.
4. Mike Neal
5. Morris Rascoe
6. Mary Davis
7. Carl Bond
8. Stewart White
 - a. Commissioner Representative



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Alan Mizelle

Home Phone Number: 794-9989 Mobile: 325-4760

Home Fax Number: _____

Email Address: amizelle@embarqmail.com

Home Address: 221 Greens Cross Rd. Windsor, NC 27983

Mailing Address: same

Are you a full-time resident of Bertie County? Yes No

How long have you been a full-time resident of Bertie County? 41 yrs

Do you live within any corporate or town limits? Yes No Which: _____

County Commissioner District: _____

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Minister Employer: Siloam Bapt. Church

Business Address: 1329 Cedar Landing Rd. Windsor NC 27983

Business Phone Number: 794-9989 Business Fax: —

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- | | |
|------------------------|----------|
| 1. <u>Economic Dev</u> | 3. _____ |
| 2. _____ | 4. _____ |

Qualification for specific category: Current member

Name of any Bertie County Board/Commission/Committee on which you presently serve:

Economic Dev.

If reapplying for a position you presently hold, how long have you served? 1 year

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Experience

Do you have any delinquent Bertie County taxes? Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 7/14/15 Applicant's Signature: Dr. Alan K. Mjello

Return application to:

Sarah S. Tinkham
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
sarah.tinkham@bertie.nc.gov

Note:

- *All information on this document is subject to the Public Records Law and will be released to the public upon request.
- **Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.
- ***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Patricia Ferguson

Home Phone Number: 252-332-7749 Mobile: 252-332-1059

Home Fax Number: 252-332-1660

Email Address: pdfcoastalnet@gmail.com

Home Address: 116 Luther Brown Road; Colerain, NC 27924

Mailing Address: same as above

Are you a full-time resident of Bertie County? Yes No

How long have you been a full-time resident of Bertie County? 21 years

Do you live within any corporate or town limits? Yes No Which:

County Commissioner District: 3

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Business Owner Employer: SELF

Business Address: 105 Commerce Street; Powellsville, NC 27967

Business Phone Number: (252) 332-6484 Business Fax: (252) 332-1660

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- | | |
|--------------------------------|------------|
| 1. <u>Economic Development</u> | 3. <u></u> |
| 2. <u></u> | 4. <u></u> |

Qualification for specific category:

Business Owner, Commissioner of Community and Economic Development-Chair, Bertie Co. Bd. of Com.; Doctoral Studies Strategic Leadership, Graduate Rural Economic Development Institute, State President, Rural Economic Development Organization, State President, NC Association of Black County Officials, State Chair, NC Commission on Volunteerism and Community Service Capacity Building in Underreached Communities Task Force; etc.

Name of any Bertie County Board/Commission/Committee on which you presently serve:
None.

If reapplying for a position you presently hold, how long have you served? Not Presently held.

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

I have a life-long history of working to help relieve the stress and stressors of economically distressed populations. My life's work continues to mantle this passion with corresponding skills sets to understand, create frameworks and constructs and build partnerships that leverage...to deliver measureable results.

Do you have any delinquent Bertie County taxes? Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

Bertie County is the poorest county in the state of NC. Its future existence will pull a huge demand on community and economic development. The "marriage" conceptually and then actually of both disciplines works as long as the aperture is clearly set to eliminate, prevent and eradicate poverty. Improving the quality of life of the families that have embraced lack in countless areas and in particular quality of overall life, will mete back to the county a loyal constituency willing to work side by side and hand in hand- pulling "their load" once "their load" is clearly defined and articulated.

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 6/16/15 Applicant's Signature 

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
misty.gibbs@bertie.nc.gov

Note:

*All information on this document is subject to the Public Records Law and will be released to the public upon request.

**Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.

***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: **Kervin Spivey**

Home Phone Number: **240-397-9074** Mobile: _____

Home Fax Number: **240-215-4519**

Email Address: **kspivey@jenesia1.com**

Home Address: **302 San Succi Rd Merry Hill NC 27957**

Mailing Address: **P.O. Box 9 Merry Hill NC 27957**

Are you a full-time resident of Bertie County? Yes No _____

How long have you been a full-time resident of Bertie County? **1yr (note: departed bertie in 1979 for the military; today Im back plus retired,Army)**

Do you live within any corporate or town limits? Yes _____ No Which: _____

County Commissioner District: _____

(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: **Self Employed** Employer: **Jenesia1 Inc (President\CEO) JGFSC (director)**

Business Address: **503 East Main Street, Powellsville , NC 27967**

Business Phone Number: **877-860-9610 ext 1014** Business Fax: **240-215-4519**

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- | | |
|--------------------------------|----------|
| 1. Economic Development | 3. _____ |
| 2. _____ | 4. _____ |

Qualification for specific category: **Business owner Jenesia1 , retired Army Feb 2000, Bachelors of Science degree
Master Degree in Information System , Doctoral Student , Graduate Rual Economic Development Institute (class of 2015)
Director of JGFSC (Jen-esis Global Foundation for the Survivial of Children)**

Name of any Bertie County Board/Commission/Committee on which you presently serve:

None

If reapplying for a position you presently hold, how long have you served? N/A

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Traveling around the world performing military duties, Bertie has always been home. One priority is to enhance our economically depressed area (Bertie) to match some places of travel. As a leader, and business owner, my experience is development thru collaboration, and innovation by bringing people together to make a difference.

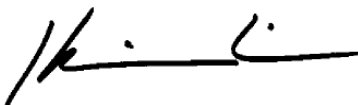
Do you have any delinquent Bertie County taxes? Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

In order to help our community with Economic Development, one must be a leader from the top. We must have cutting-edge business decisions to match our future demands in Bertie. My studies in the Doctoral of Management of Information Systems/Technology are linked to a strategy to bring innovated Information Technology to our local County. As a Rotarian, I want to help develop our community as a community of excellence.

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 16 June 2015 Applicant's Signature: 

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
misty.gibbs@bertie.nc.gov

Note:

- *All information on this document is subject to the Public Records Law and will be released to the public upon request.
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- ***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____

30MSH



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

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 June 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-----		\$3,192.20
10-0030-4344-03	VITAL STATISTICS-----		\$1,092.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$224.05
10-0030-4344-04	NO. MARRIAGE LICENSE-----	4 @\$60.00-----	\$240.00
			\$4,748.25
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$6,432.00
10-0030-4344-10	STATE TREASURER FEE-----	104 @\$6.20-----	\$644.80
	STATE VITAL RECORDS-----	2 @14.00-----	\$28.00
			\$11,853.05
10-0000-1251-00	A/R IN/OUT(REFUND)-----		\$0.00
			\$11,853.05

Annie F. Wilson
REGISTER OF DEEDS - BERTIE COUNTY
By: *Monica M. Holey, Dep.*

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	22 @\$6.20=	\$136.40
ADDITIONAL PAGES-----	5 @\$0.40=	\$2.00
DEEDS & OTHER INSTRUMENTS-----	95 @\$1.94=	\$184.30



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

July 02, 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 JUNE 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*181	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2007	6/24/2015	Speller, Queenie 07A6801534084	G01	\$63.85	\$4.00	\$0.00		\$67.85
		Foreclosure						\$0.00
								<u>\$67.85</u>

Group Number RLI#15*181

Abatement

Effective Date 06/15/15

Seq Nbr	Date	Account Number	TaxBill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Add Chgs	Interest Amount	Discht Amount	Trm Cde	Check Number	Trans Rev Descriptn
1	06/15/15	20803	14A671928392502	G01	128.71-	128.71-	0.00		0.00				
***			RASCOE, GLADYS BOND		128.71-	128.71-	0.00	0.00	0.00	0.00	R	PG25	
2	06/15/15	20803	13A671928392502	G01	128.71-	128.71-	0.00		0.00				
***			RASCOE, GLADYS BOND		128.71-	128.71-	0.00	0.00	0.00	0.00	R	PG8	
3	06/15/15	20803	12A671928392502	G01	128.71-	128.71-	0.00		0.00				
***			RASCOE, GLADYS BOND		128.71-	128.71-	0.00	0.00	0.00	0.00	R	PG267	
4	06/24/15	12270	14A6801534084	G01 AD	68.76- 2.50-	68.76- 2.50-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		71.26-	71.26-	0.00	0.00	0.00	0.00	R	PG25	
5	06/24/15	12270	13A6801534084	G01 AD	68.76- 2.50-	68.76- 2.50-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		71.26-	71.26-	0.00	0.00	0.00	0.00	R	PG8	
6	06/24/15	12270	12A6801534084	G01 AD	63.85- 2.50-	63.85- 2.50-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		66.35-	66.35-	0.00	0.00	0.00	0.00	R	PG267	
7	06/24/15	12270	11A6801534084	G01 AD	63.85- 2.50-	63.85- 2.50-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		66.35-	66.35-	0.00	0.00	0.00	0.00	R	PG247	
8	06/24/15	12270	10A6801534084	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		67.85-	67.85-	0.00	0.00	0.00	0.00	R	PG207	
9	06/24/15	12270	09A6801534084	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		67.85-	67.85-	0.00	0.00	0.00	0.00	R	PG172	
10	06/24/15	12270	08A6801534084	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00		0.00 0.00				
***			SPELLER, QUEENIE A, HEIRS		67.85-	67.85-	0.00	0.00	0.00	0.00	R	PG18	
11	06/24/15	12270	07A6801534084	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00		0.00 0.00				

Group Number RLE*15*181

Abatement

Effective Date 06/15/15

Seq Nbr	Date	Account Number	TaxP111 Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discht Amount	Txn Cde	Check Number	Trans Rev Description
***		SPELLER, QUEENIE A, HEIRS			67.85-	67.85-	0.00	0.00	0.00	0.00	R	PG121	
12	06/24/15	12270	06A6801534084	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00		0.00 0.00				
***		SPELLER, QUEENIE A, HEIRS			67.85-	67.85-	0.00	0.00	0.00	0.00	R	PG77	
13	06/24/15	12270	05A6801524916	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00	4.00-	0.00 0.00				
***		SPELLER, QUEENIE A, HEIRS			67.85-	63.85-	0.00	4.00-	0.00	0.00	R	PG65	
14	06/24/15	12270	04A6801524916	G01 AD	63.85- 4.00-	63.85- 4.00-	0.00 0.00		0.00 0.00				
***		SPELLER, QUEENIE A, HEIRS			67.85-	67.85-	0.00	0.00	0.00	0.00	R	PG77+	
15	06/24/15	12270	03A6801524916	G01 AD	58.62- 4.00-	58.62- 4.00-	0.00 0.00	4.00-	0.00 0.00				
***		SPELLER, QUEENIE A, HEIRS			52.62-	58.62-	0.00	4.00-	0.00	0.00	R	PG22	
16	06/24/15	21269	13A21269.80	G01	50.17-	45.61-	4.56-	0.00	0.00	0.00	R	PG8	
***		MEBANE, DANIEL C			50.17-	45.61-	4.56-	0.00	0.00	0.00	R	PG8	
17	06/24/15	21269	14A21269.80	G01	46.85-	42.59-	4.26-	0.00	0.00	0.00	R	PG25	
***		MEBANE, DANIEL C			46.85-	42.59-	4.26-	0.00	0.00	0.00	R	PG25	
18	06/24/15	21269	12A21269.80	G01	48.82-	44.38-	4.44-	0.00	0.00	0.00	R	PG267	
***		MEBANE, DANIEL C			48.82-	44.38-	4.44-	0.00	0.00	0.00	R	PG267	
19	06/24/15	21269	11A21269.80	G01	47.58-	47.58-	0.00	0.00	0.00	0.00	R	PG247	
***		MEBANE, DANIEL C			47.58-	47.58-	0.00	0.00	0.00	0.00	R	PG247	
20	06/25/15	9163	14A9163.40	G01 CO2	9.72- 8.80-	8.84- 8.00-	0.88- 0.80-		0.00 0.00				
***		MORRIS, SIDNEY RAY, HEIRS			18.52-	16.84-	1.68-	0.00	0.00	0.00	R	PG26	
21	06/25/15	9163	13A9163.40	G01 CO2	10.68- 9.67-	9.71- 8.79-	0.97- 0.88-		0.00 0.00				
***		MORRIS, SIDNEY RAY, HEIRS			20.35-	18.50-	1.85-	0.00	0.00	0.00	R	PG8	
ZZ	06/25/15	10848	14A10848.80	G01	9.24-	8.40-	0.84-		0.00				

Group Number RLS*15*181

Abatement

Effective Date 06/15/15

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Prn Cde	Check Number	Trans Rev Description
***		RASCUE, JERRY MONTEZ, HEIRS			9.24-	8.40-	0.84-	0.00	0.00	0.00	R	PG26	
23	06/23/15	8414	14A6802352317	G01	0.34-	0.34-	0.00		0.00				
				C08	0.06-	0.06-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***		MCGAW, HANNAH S, HEIRS			2.90-	2.90-	0.00	0.00	0.00	0.00	R	PG26	
24	06/23/15	30294	14A6802454261	G01	0.33-	0.33-	0.00		0.00				
				C08	0.06-	0.06-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***		STREET, CURTIS ARTHUR			2.89-	2.89-	0.00	0.00	0.00	0.00	R	PG25	
25	06/23/15	28948	14A28948.80	G01	67.91-	61.74-	6.17-		0.00				
***		LYNCH, LATASHA			67.91-	61.74-	6.17-	0.00	0.00	0.00	R	PG26	
26	06/23/15	28948	13A28948.80	G01	72.72-	66.11-	6.61-		0.00				
***		LYNCH, LATASHA			72.72-	66.11-	6.61-	0.00	0.00	0.00	R	PG8	
27	06/23/15	28948	12A28948.80	G01	70.61-	64.19-	6.42-		0.00				
***		LYNCH, LATASHA			70.61-	64.19-	6.42-	0.00	0.00	0.00	R	PG268	
28	06/23/15	28948	11A28948.80	G01	75.85-	68.95-	6.90-		0.00				
***		LYNCH, LATASHA			75.85-	68.95-	6.90-	0.00	0.00	0.00	R	PG247	
29	06/23/15	28948	10A28948.80	G01	87.09-	79.17-	7.92-		0.00				
***		LYNCH, LATASHA			87.09-	79.17-	7.92-	0.00	0.00	0.00	R	PG206	
30	06/23/15	28948	09A28948.80	G01	87.09-	79.17-	7.92-		0.00				
***		LYNCH, LATASHA			87.09-	79.17-	7.92-	0.00	0.00	0.00	R	PG172	

Group Number: RLS*15*181

Abatement

Effective Date 06/15/15

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Description
Tax Code Totals													
				AD*03 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*04 - ADV	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*05 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*06 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*07 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*08 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*09 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*10 - ADVERT	4.00-	0.00	0.00	4.00-	0.00	0.00			
				AD*11 - ADVERT	2.50-	2.50-	0.00	0.00	0.00	0.00			
				AD*12 - ADVERT	2.50-	2.50-	0.00	0.00	0.00	0.00			
				AD*13 - ADVERT	2.50-	2.50-	0.00	0.00	0.00	0.00			
				AD*14 - ADVERT	7.80-	7.80-	0.00	0.00	0.00	0.00			
				CO2*13- AUL	8.67-	8.67-	0.00	0.00	0.00	0.00			
				CO2*14- AUL	8.80-	8.80-	0.00	0.00	0.00	0.00			
				CO8*14- WINDSOR	0.12-	0.12-	0.00	0.00	0.00	0.00			
				G01*03- BRT TAX	58.62-	58.62-	0.00	0.00	0.00	0.00			
				G01*04- BRT TAX	63.85-	63.85-	0.00	0.00	0.00	0.00			
				G01*05- BRT TAX	63.85-	63.85-	0.00	0.00	0.00	0.00			
				G01*06- BRT TAX	63.85-	63.85-	0.00	0.00	0.00	0.00			
				G01*07- BRT TAX	63.85-	63.85-	0.00	0.00	0.00	0.00			
				G01*08- BRT TAX	63.85-	63.85-	0.00	0.00	0.00	0.00			
				G01*09- BRT TAX	150.94-	143.02-	7.92-	0.00	0.00	0.00			
				G01*10- BRT TAX	150.94-	143.02-	7.92-	0.00	0.00	0.00			
				G01*11- BRT TAX	187.23-	150.33-	36.90-	0.00	0.00	0.00			
				G01*12- BRT TAX	311.99-	301.13-	10.86-	0.00	0.00	0.00			
				G01*13- BRT TAX	331.04-	318.90-	12.14-	0.00	0.00	0.00			
				G01*14- BRT TAX	331.86-	319.71-	12.15-	0.00	0.00	0.00			
Total for Group RLS*15*181					1907.51-	1839.94-	67.57-	8.00-	0.00	0.00			
***** Totals By Tax Cycle *****													
Cycle					0.00	1907.51-							

Windsor, North Carolina
June 1, 2015
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 4:00pm inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The following members were present or absent:

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

Absent: None

Staff Present: County Manager Scott Sauer
 Clerk to the Board Sarah S. Tinkham
 County Attorney Lloyd Smith
 Department of Social Services Director Linda Speller
 Economic Development Director Steve Biggs
 Emergency Services Director Mitch Cooper
 Finance Officer William Roberson
 Human Resources Director Carolyn Fornes
 Water Superintendent Ricky Spivey
 Maintenance Superintendent Anthony Rascoe
 Utility Customer Service Manager Connie Coburn
 Board of Elections Director Sheila Holloman
 Register of Deeds Annie Wilson
 Sheriff John Holley
 Council on Aging Director Venita Thompson
 Information Systems Administrator Scott Pearce
 Network Systems Administrator Joe Wilkes
 EMS Division Chief Matt Leicester
 Compliance Officer Crystal Freeman
 Cooperative Extension Director Richard Rhodes

Gene Motley and Cameron Jernigan of the Roanoke-Chowan News Herald were present from the media.

CALL TO ORDER

Chairman Wesson welcomed all of those present and thanked them for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner White led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments at this time.

APPOINTMENTS

NC Forest Service Report by NCFS Bertie County Ranger, Mike Hoggard

Mike Hoggard of the NC Forest Service came forward to present a PowerPoint slideshow regarding the latest outbreak of forest tent caterpillars in the County.

Mr. Hoggard stated that these particular outbreaks occur every 5-20 years and usually do not require preventative treatment. Most outbreaks are controlled by natural factors including seasonal and ecosystem changes.

He stated that these caterpillars should not be confused with other tent caterpillars because they do not form silky webbed clusters in trees, and instead, they leave silky spots on the trunks of trees.

Additionally, Mr. Hoggard showed various aerial photos of the various clusters of woodlands where these caterpillars have left evidence of tree defoliation. He assured that the trees have simply been defoliated for the season, and that the caterpillars do not typically kill trees unless there's already a present vulnerability.

This item was strictly informational and no action was needed.

Republic Services County convenience site transition update by Josephine Aiken

Josephine Aiken of Republic Services was present to discuss the latest updates regarding the transitional process taking place for the County's convenience sites.

She stated that the transition is going well and that Republic Services has ordered all needed equipment and purchased all existing convenience site properties from Waste Industries, as well as completing the hiring process for all existing site attendants.

Ms. Aiken stated that Republic Services is excited about this opportunity and that it is doing all that it can to secure the existing site attendants as employees.

She announced that on Tuesday, June 2, 2015, Republic Services would be hosting an event to assist the existing site attendants with their online application process at the Chamber of Commerce in Windsor.

The Board thanked Ms. Aiken for the update, and requested reassurance that all existing site attendants be given various opportunities to apply for the new positions with Republic Services

Ms. Aiken stated that all site attendants have been contacted via phone, as well as been visited at each site to receive "how to apply" materials so that everyone is aware and familiar with the application process.

The Board thanked Ms. Aiken for her update and for her efforts in securing as many Bertie residents as possible in these new positions.

BOARD APPOINTMENTS

Eastern Carolina Behavioral Health (ECBH) – Northern Regional Advisory Board

Chairman Wesson stated that he was in favor of appointing Emmie Lou Taylor as the citizen appointment to ECBH's Northern Regional Advisory Board for a term of 6 years (per the Northern Regional Advisory Board's by laws).

Vice Chairman Lee made a **MOTION** to appoint Emmie Lou Taylor to ECBH's Northern Regional Advisory Board for a 6 year term. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

ABC Board

Commissioner Bazemore made a **MOTION** to re-appoint William “Michael” Freeman to the ABC Board. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Economic Development Commission

Commissioner Trent made a **MOTION** to re-appoint Mary Davis and Morris Rascoe to the Economic Development Commission. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board was also notified by the Clerk to the Board that other individuals are seeking reappointment and are working to submit their applications as soon as possible.

JCPC Board

Commissioner Bazemore made a **MOTION** to re-appoint Laree Cherry, Morris Rascoe, Anne Mitchell, and James Heckstall to the JCPC Board. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board was also notified by the Clerk to the Board that other individuals are seeking reappointment and are working to submit their applications as soon as possible.

CONSENT AGENDA

Approve regular minutes for 5-18-15

County Manager Sauer recommended this item for approval.

Commissioner Trent made a **MOTION** to approve the regular session minutes for 5-18-15. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Accept Tax Department Error Ledger – April 2015

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to accept the Tax Department Error Ledger from April 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Accept Register of Deeds Fees Report – May 2015

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to accept the Register of Deeds Fees Report for May 2015. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Consider and approve 2014-2015 audit services contract presented by CRI, LLC. in the amount of \$35,883.75

Commissioner White made a **MOTION** to approve the 2014-2015 audit services contract as presented by CRI, LLC. in the amount of \$35,883.75. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approval of Budget Amendment #15-06

Finance Officer, William Roberson, was present to introduce this item as it was not listed on the Board's agenda.

Mr. Roberson stated that he had been in contact with both the DSS and the Council on Aging Directors regarding the transfer of funds in the amount of \$5,926. The sum would be transferred from the ROAP Transportation line item under the Council on Aging Department, and would be transferred to the Department of Social Services

Commissioner Trent made a **MOTION** to approve the funds transfer from the ROAP Transportation line item under the Council on Aging Department to the Department of Social Services in the amount of \$5,926 as requested by the Finance Officer. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

Budget Amendment #15-06 reads as follows:

BUDGET AMENDMENT					
		# 15-06			
	INCREASE			DECREASE	
12-5380-5399-95	\$	5,926	EDTAP	10-5860-5399-95	\$ 5,926
TO MOVE ROAP TRANSPORTATION MONEY FROM COA TO DSS					
APPROVED __ / __ /2015					

DISCUSSION AGENDA

Business Personal Property Tax update regarding taxpayer appeals and a review of the applicable General Statutes by County Attorney, Lloyd Smith

County Attorney Smith updated the Board on his latest findings regarding business personal property taxes and the pending appeal process.

County Attorney Smith directed the Board to various NC General Statutes including N.C.G.S. 105-312(k) Power to Compromise states that, “after a tax receipt [is] computed and prepared as required...the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county’s claim for taxes arising therefrom.”

NCGS 105-308 states “any person whose duty it is to list any property who willfully fails or refuses to list the same within the time prescribed by law shall be guilty of a Class 2 misdemeanor. The failure to list is shall be prima facie evidence that the failure was willful.”

NCGS 105-312 (f) states “When property is discovered and listed to a taxpayer in any year, it shall be presumed that it should have been listed by the same taxpayer for the preceding five years unless the taxpayer shall produce satisfactory evidence that the property was not in existence, that it was actually listed for taxation, or that is was not his duty to list the property during those years....”

NCGS 105-348 states “All persons who have or who may acquire any interest in any real or personal property that may be or may become subject to a lien for taxes are hereby charged with notice that such property is or should be listed for taxation.....” The statute continues by clarifying that “this notice shall be conclusively presumed, whether or not such persons have actual notice.”

In other words, ignorance of the law is not an allowable defense.

Mr. Smith stated that the Board did have the power to compromise on various debts owed by citizens to the County, but that there are currently no guidelines set forth in the State statutes on how and when to compromise the tax or penalty.

County Attorney Smith shared his review of leading NC property tax scholar William Campbell’s article entitled, “Compromised Taxes on Discovered Property, An Unconstitutional Statute?”, and it was Mr. Smith’s conclusion that to proceed with compromising on these taxes

would be unconstitutional and deprive diligent taxpayers who had listed property properly of their due process protection under the Constitution.

County Attorney Smith then presented his concerns from a legal standpoint regarding such practice and cautioned that under the law, it is a crime to not list taxes, and that it would present a disadvantage to those citizens who paid their outstanding taxes without complaint.

Lastly, County Attorney Smith stated that the Board could move forward if they desired, but that he strongly urged the County to draft strict rules regarding their power to compromise.

Chairman Wesson thanked Mr. Smith for his evaluation and stated that he did not believe it would be the wisest decision to pursue this matter further as Commissioners might be held individually liable in a court of law.

The Board concurred.

Consider joint meeting with Board of Education to review S&ME consultant report and discuss budget the next fiscal year

Chairman Wesson stated that the consultant report had been received from S&ME and that the Board should consider a joint meeting with the Board of Education to discuss the report, as well as other budget matters for next fiscal year.

One of the possible dates to be considered is June 15th beginning at 1:00PM just before the Board's regularly scheduled meeting Public Hearing on the proposed budget.

COMMISSIONERS' REPORTS

Commissioner Trent reported that a bucket truck had been secured by the Maintenance Department.

Commissioner Bazemore asked that the Board revisit the topic of Closed Session minutes and their placement on the County website. She also spoke about the response to the newly instated NACo Prescription, Health, and Dental Discount program, as well as her time with Vice Chairman Lee in Pitt County recently to hear Governor Pat McCrory speak about the \$30.0 billion bond financing package.

Discussion ensued, and all Commissioners agreed that transparency was important, and that no one was against Closed Session minutes being viewed by the public upon request.

Vice Chairman Lee reminded the Board that she had made the motion at the Board's meeting on Monday, May 18, 2015 to have Closed Session minutes online, and stated that she stood by her motion.

County Attorney Smith stated that the Board has the authority to decide how and where their minutes are accessed, and that all minutes are evaluated by the Clerk to the Board, County Manager, and the County Attorney's office.

Mr. Smith stated that Closed Session minutes could not be released unless the purpose of the Closed Session has been fully frustrated with the exception of some items including Personnel items which could not ever be made public.

After further discussion, Commissioner Bazemore made a **MOTION** to overturn the motion made by Vice Chairman Lee on Monday, May 18, 2015, but to continue to allow citizens to visit the County Offices to request Closed Session minutes that have been fully frustrated. Commissioner Trent **SECOND** the motion. The **MOTION PASSED** 4-1 with all Commissioners voting affirmatively except Vice Chairman Lee.

Commissioner White thanked Commissioner Bazemore for bringing forth the idea for the County to participate in the NACo Prescription, Health, and Dental Discount program as he had heard positive things from citizens in his area.

He also reported on a recent vote that was taken on House Bill 640, also known as The Outdoor Heritage Act (allowing Sunday hunting) which passed with a 33-13 vote. Senator Smith-Ingram has requested that all of the counties within her district to consider submitting an appeal of this latest measure. Mr. White stated that he hoped the Board would consider this matter more carefully. He requested that this item be reviewed at their next meeting, and also suggested a public hearing to receive citizen feedback.

Vice Chairman Lee congratulated the Council on Aging staff for hosting the recent Senior Fest at the Cashie Convention Center.

Chairman Wesson discussed his efforts in educating the public about Governor McCrory's attempts at passing the latest bond referendum as mentioned by Commissioner Bazemore. He encouraged the Commissioners as well as members of the public to visit the document online and provide him with feedback that can then be forwarded to the Governor's office as the proposal does feature some positive improvements to Eastern North Carolina.

Additionally, Mr. Wesson informed all of those present that he had recently learned that Bertie County is currently operating under three different grants regarding early childhood development as it relates to literacy, parental involvement, and parental literacy.

He stated that only 40% of children who begin school in Bertie County have had any type of prior formal education including pre-school, Head Start, and others. He also mentioned that after having various discussions with local teachers that this hinders student achievement, and therefore produces lower test scores in the County later into elementary schooling.

He reported that the school system is seeking additional assistance from the County on how to identify children more effectively so that they are given the chance to participate in early learning opportunities.

COUNTY MANAGER'S REPORTS

County Manager Sauer approached the Board to give his FY 2015-2016 proposed budget plan.

Copies of this budget were submitted to the Board as well as to the public present.

Additional copies can be obtained through the County's website at <http://co.bertie.nc.us>, or at the office of the Clerk to the Board located at 106 Dundee Street, Windsor, NC 27983.

County Manager Sauer requested that the following message be placed into the record:

Chairman Wesson, Vice Chairman Lee, Commissioner Bazemore, Commissioner Trent and Commissioner White:

It is my obligation to present the proposed FY 2015-2016 budget plan for your consideration in an attempt to meet your goals, the needs of our citizens, and using the County's resources in a prudent manner.

This proposed budget is balanced without raising property taxes, and includes a conservative and measured use of available fund balance reserves.

Your County agencies and department heads have contributed significantly toward development of this fiscal plan, and I am especially grateful and indebted to the fiscal acumen of our Finance Officer William Roberson.

With every budget cycle certain requests are not recommended for funding, and to have proposed financial support for all of this year's budget requests would require a tax increase of sixteen (16) cents.

Every citizen should respect the difficult decisions that lay before the governing body, and I hope they will also respect the dedicated employees at every level in the organization who are committed to providing the best service possible.

As I further describe the items outlined in the following presentation, I hope that you will keep in mind that we are truly blessed and fortunate that the Board of Commissioners nearly a quarter century ago, took the bold step to consider hosting a regional landfill in Bertie County. Host fee revenues of \$1.6 million will keep thirteen (13) cents off of our tax rate for next fiscal year.

This Board also has the opportunity to continue this legacy as you consider additional efforts to:

- *Extend the highest level of pre-hospital paramedic service on a 24/7 basis, giving our citizens a lifesaving and fighting chance with emergency care when our expansive geography is working against them in terms of proximity to a hospital.*
- *Address critical infrastructure and deferred facility maintenance concerns such as the courthouse and regional jail.*
- *Focus on economic development strategies and build on the recent selection of a marketing firm to promote Bertie County's four business clusters.*
- *Strengthen the County's regional water system with infrastructure improvements, consolidation of municipal systems and seeking financing for technology and system management enhancements.*
- *Build on the successful partnership with the Board of Education and both community colleges for workforce training (EMS Cadet program for example) and the Community-based recreation with the YMCA and our Recreation staff. Continue the dialogue regarding strategies to identify and serve the youth who are most at risk in our community.*
- *Invest in "Human Capital" and recognize the value of County staff, by taking steps to provide a working wage, retain talented department managers and plan for the succession and next generation of employees. And continue this work by engaging a compensation and classification study for all county staff in the next fiscal year.*
- *Continued support for the non-profit agencies in our community who reach the underserved populations or play a unique role in defining Bertie County as a special place to visit, invest, live, work and raise a family.*

Lastly, County Manager Sauer proposed that the Board host its required public hearing for the budget as a part of its regular meeting on Monday, June 15, 2015.

Commissioner Trent made a **MOTION** to host the required public hearing for the proposed FY 2015-2016 budget during its regular meeting on Monday, June 15, 2015. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The public hearing will also be advertised in both the Roanoke-Chowan News Herald and the Bertie-Ledger Advance.

COUNTY ATTORNEY'S REPORTS

County Attorney Lloyd Smith requested a Closed Session 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.

CLOSED SESSION

As requested by the County Attorney, Commissioner Bazemore made a **MOTION** to go into Closed Session 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. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

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

The Board shifted back in to Open Session.

PUBLIC COMMENTS CONTINUED

There were no public comments.

RECESS

Chairman Wesson recessed the meeting until ____ on Monday, June 8, 2015 so that the Board may hold a joint meeting with the Board of Education at the School Board's Administrative Offices located at the old Bertie High School.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board

Windsor, North Carolina
June 15, 2015
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 7:00pm inside the 2nd floor Courtroom of the Bertie County Courthouse located at 108 Dundee Street, Windsor, NC. The following members were present or absent:

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

Absent: None

Staff Present: County Manager Scott Sauer
 Clerk to the Board Sarah S. Tinkham
 Assistant County Attorney Jonathan Huddleston
 Emergency Services Director Mitch Cooper
 Finance Officer William Roberson
 Council on Aging Director Venita Thompson
 Department of Social Services Director Linda Speller
 Sheriff John Holley
 Utility Customer Service Manager Connie Coburn
 Utility Customer Service Representative Alicia Jones
 Utility Customer Service Betty Farmer
 Water Field Technician Elliot Kee
 Register of Deeds Annie Wilson
 Maintenance Superintendent Anthony Rascoe
 Maintenance Worker Jerome Edwards
 Maintenance Worker James Swain
 Custodian Shanita Cherry
 Custodian Lutricia Morris
 Information Systems Administrator Scott Pearce
 Network Administrator Joe Wilkes
 Emergency Services Director Mitch Cooper

Gene Motley of the Roanoke-Chowan News Herald and Thadd White of the Bertie Ledger-Advance were present from the media.

CALL TO ORDER

Chairman Wesson welcomed all of those present and thanked them for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Vice Chairman Lee led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Gary Terry came before the Board to present an initiative and resolution regarding offshore drilling, and requested that the Board review the document, and consider drafting a resolution of support.

The Board concurred, and stated that the matter would be investigated.

Barbara Outlaw of Powellsville commended the Sheriff for all of his efforts regarding the latest drug operation, and thanked him and his department for its protection of the County.

James Pugh of Lewiston-Woodville encouraged the Commissioners to continue to help those most in need, and help to allow everyone to “be somebody.”

James Bell of New Horizons in Merry Hill was present to represent his organization that assists children with the Federal Summer Feeding program, as well as various classes, and after school programs. Mr. Bell was seeking funding as well as assistance in finding the appropriate grants to fund these initiatives. He also stated that he’d like network and collaborate with other area organizations.

Chairman Wesson thanked Mr. Bell for coming forward with a vision and that the County would look into possible funding opportunities, and encouraged Mr. Bell to network with the various organization representatives present tonight.

Willie Outlaw of Powellsville asked for an update regarding available jobs around the County, and asked to hear about some of the County’s latest efforts.

APPOINTMENTS

Public Hearing – citizen feedback regarding the proposed budget for FY 2015-2016

County Manager Sauer briefly introduced some PowerPoint slides that were also distributed to the public present.

Chairman Wesson then requested that the following statement be placed into the record:

Good Evening, Ladies and Gentlemen:

The Board of Commissioners seeks your input and comments as we review the County Manager's proposed budget for next year.

There is no tax rate increase proposed for next year, and we believe that the revenues are estimated very conservatively.

The Board met twice last week to review the proposed budget and to hear from our school system regarding their budget request for next year. And we have directed the County Manager and his staff to try to find ways to provide additional funding for the school system next year.

Each of the Commissioners seated here this evening who were elected by you and your neighbors, have provided significant guidance and direction to the County Manager for the preparation of this budget.

In early February, we spent two long days discussing priorities, setting goals and creating a vision for the upcoming budget.

We have agreed to support the following initiatives:

- *Continue to extend the highest level of pre-hospital emergency paramedic care on a 24/7 basis to our citizens at the lowest possible cost, which is complemented by the County's non-emergency transport service.*
- *Address critical infrastructure and deferred facility maintenance concerns such as the courthouse repairs and regional jail renovations.*
- *Focus on economic development strategies and build on the recent selection of a marketing firm to promote Bertie County's four business clusters.*
- *Strengthen the County's regional water system with infrastructure improvements, consolidation of municipal systems and seeking financing for technology and system management enhancements. This includes running the County's water utility system as a business, and providing the proper equipment, training and technology for our employees.*

- *Build on the successful partnership with the Board of Education and both community colleges for workforce training (EMS Cadet program for example).*
- *Offer community-based recreation with the YMCA and our Recreation staff, in partnership with the school system and local municipalities.*
- *Invest in “Human Capital” and recognize the value of County staff, by taking steps to provide a working wage, retain talented department managers and plan for the succession and next generation of employees. And continue this effort for the long term by engaging a compensation and classification study for all county staff in the next fiscal year.*
- *Continued support for the non-profit agencies in our community who reach the under-served populations or play a unique role in defining Bertie County as a special place to visit, invest, live, work and raise a family.*

The Board of Commissioners, both collectively and individually have taken steps to improve the quality of life for our citizens, to create business opportunities and to improve access to employment.

Recently, the County was recognized for participating with the National Association of Counties to serve all Bertie residents with discount prescription cards and access to discounted healthcare and dental services. This program was just launched a few weeks ago, and the response has been very positive.

Just since January, the Board has placed a significant focus on spending tax dollars locally and supporting small businesses in our area. Infrastructure projects such as the renovations at the regional jail and infrastructure improvements at County facilities are mostly being performed by Bertie County contractors and businesses.

When the Board negotiated the new contract with Republic Services for the operation of the solid waste and recycling convenience centers, the Commissioners pushed to insure that during the transition from Waste Industries to the new company—all current employees were able to secure job offers and maintain their employment with even better fringe benefits.

We also are working very hard to make sure that Bertie citizens have access to existing employment and jobs already available at the State prison. Next week we have representatives from the Governor’s office coming to Bertie County to introduce a “community engagement” program to connect our citizens with these State jobs that are already here.

The Governor's office has even suggested that we build on the success of the EMS Cadet program at Bertie high school that has been supported by Roanoke-Chowan Community College; and the State wants us to initiate a similar Cadet program for Corrections Officers and law enforcement to create a career pathway for our students.

This spring the Board committed to increasing law enforcement salaries by 5% which became effective two months ahead of the new budget. We have worked closely with the Sheriff to make sure that our deputies make positive strides in their career advancement.

The Board sought proposals to enhance the County's Economic Development program and to implement marketing strategies with a special emphasis on encouraging entrepreneurship and small business development. This work is just about to begin now that the contract has been approved and signed.

Community Based Recreation is fully funded in the proposed FY 2015-2016 budget with support from the YMCA and the school system, plus several towns.

In terms of "human capital" the Board is considering the establishment of a 401 k supplemental retirement program with a two percent annual contribution. We are also looking at a 3 percent salary increase for non-public safety personnel.

And there is significant improvement for the employees who need a boost for a better "working wage" such as custodians, maintenance workers and water department personnel.

The Board has also reviewed recommendations to address internal pay equity and salary compression for long term employees, and providing salaries that more accurately reflect the talent, critical responsibilities, and workload managed by some of our key staff. And with a compensation study for next year, this is just the first step in taking care of the people who take care of all of us every day in Bertie County.

The Board is also establishing a health savings account for each employee with an initial contribution of \$200. This Board of Commissioners recognizes how difficult it is to provide for your family, especially healthcare, and we want to help cover just a small part of those medical and prescription co-pay expenses.

The Board also recognizes that employees and their families are stressed economically and in many other ways. So beginning July 1st, all county staff will also have access to an employee assistance program with counseling support for employees, spouses and dependents to assist families who might be struggling with financial planning, marital issues or substance and alcohol abuse. Up to six counseling sessions are available for each covered member before any out of pocket payments toward the deductible are due.

Ladies and gentlemen, the budget is now open for your suggestions, comments and ideas as to how we can best use the resources that have been entrusted to us. We want to hear from you and we appreciate your participation in this process.

We have a sign-up sheet, and each speaker will be asked to limit his or her comments to three (3) minutes so that everyone has an opportunity to address the Board this evening.

Thank you

Chairman Wesson then opened the public hearing to receive public comments.

Monica Lassiter of Lewiston-Woodville commended the Board its work and stated that she supports the proposed budget.

Willie Outlaw of Powellsville asked Vice Chairman Lee to elaborate on a stance she recently took against large raises for County employees all at one time.

Vice Chairman Lee responded by stating that she felt a large percentage raise for any one employee all at one time was too extraordinary, and that she felt a duty to protect the citizen's tax dollars. She reiterated that she was in favor of the 3% across the board increase for non-public safety personnel, as well as the proposed 2% 401k retirement match.

Norman Cherry, Interim Director of the Martin Community College Bertie Campus, stated that he supported the proposed budget, and thanked the Board for the funding allotted for the Bertie campus, and stated that he would bring more information forward soon regarding the proposed welding program initiative mentioned at a previous meeting.

Patricia Ferguson came forward to commend the Board for their work, but strongly encouraged the Board to consider adopting a County Plan to End Poverty (CPEP) as there are very few anti-poverty organizations in the County. She listed that The Hive House in West Bertie as well as the Choanoke Area Development Association (CADA) were currently the only two organizations operating programs to end poverty. She also stated her disappointment with the lack of funding being given to the two organizations, and encouraged the Board to consider anti-poverty initiatives more carefully as Bertie County is the most impoverished county in the State.

Kevin Spivey encourage the Board to continue to find alternative activities for children in various communities, as well as to always consider C.G. White and J.P. Laws as possible host locations. He also discussed the latest happenings at C.G. White which include activities for kids such as: digital library, recreation, and technology education.

Chairman Wesson concurred and stated that County dollars can help, but the biggest thing that was needed was community involvement, and individuals who are willing to volunteer their time to help organize and run various activities whether they are recreational or educational.

Sallie Surface, Executive Director of CADA, approached the Board with her concerns regarding the County's proposed funding amount to her organization. Ms. Surface reported that in the last year, 26 families had been assisted in foreclosure prevention, and that the programs CADA offers are extremely valuable to the County in regards to economic development, infrastructure, and financial impact. She also reported that the future of the NC Works (formerly known as Joblink) Center in Windsor was in jeopardy, as continued funding cuts for the local and state levels continue to hinder CADA's ability to retain qualified staff, supplies, and other operational needs. Additionally, it was noted that CADA was no longer the administrator of the Workforce Innovation Opportunity Act (WIOA) due to a recent decision made by the Mid-East Commission. Ms. Surface concluded by reiterating the amount of lives that are impacted positively by CADA's programs, and she strongly encouraged the Board to consider additional funding to the organization.

Vivian Saunders of The Hive House in West Bertie came before the Board to thank them for the support that The Hive House has received in recent years, and also thanked the Board for finalizing a community based recreational program in collaboration with the YMCA. She stated that she is also in the process of applying for various grants, and is always looking for additional grant funding options.

Commissioner Bazemore inquired about the amount of citizens served by The Hive House in the last year.

Ms. Saunder replied by stating that approximately 300-400 children and teens have been served during the last year, but that the number could be larger as the center is a 24/7 operational hotspot.

Elliot Kee, Water Field Technician for Bertie County, thanked the Board for trying to create a more suitable "living wage" for the County water and maintenance departments. He stated that this 3% market share increase would be a great start, if approved, and that he looked forward to additional deliberations in the coming years.

Kashi B. Hall, Founding Executive Director of Heritage Collegiate Leadership Academy (HCLA) was present to ask the Board to not forget that HCLA is also public school. She reported that even on a small \$2 million budget last fiscal year, her and her staff were able to handle all expenses to found the school, and because of their hard work, test scores were significantly improving. She concluded by stating that she is more than grateful for the financial help in the past, but encouraged the Board to continue to remember HCLA as they want to be a part of Bertie County's growth.

There were no additional comments. Chairman Wesson closed the public hearing on the proposed FY2015-2016 budget.

BOARD APPOINTMENTS

Economic Development Commission

Commissioner Trent made a **MOTION** to re-appoint Buneva Everett to the Economic Development Commission. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Approve regular minutes for 6-1-15

This item was deferred.

Approve Closed Session minutes for 6-1-15

This item was deferred.

Approve minutes for the joint meeting with the Board of Education on 6-8-15

Commissioner White made a **MOTION** to approve the minutes for the joint meeting with the Board of Education on 6-8-15. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for the budget work session on 6-9-15

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to approve the minutes for the budget work session on 6-9-15. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Consider for approval the proposed Resolution and Articles of Association – Workforce Innovation and Opportunity Act (WIOA) as recently recommended by the Mid-East Commission

Chairman Wesson strongly recommended this item for approval as there is currently a very large presence of Bertie County representatives on the Region Q Workforce Development Board.

Vice Chairman Lee made a **MOTION** to approve proposed Resolution and Articles of Association for the Workforce Innovation and Opportunity Act (WIOA) as recommended by Mid-East Commission. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Manager Sauer was also asked to be listed as the “Chief Elected Official” of Bertie County for this initiative.

Accept Tax Department Error Ledger – May 2015

County Manager Sauer recommended this item for approval.

Commissioner White made a **MOTION** to accept the Tax Department Error Ledger from May 2015. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve agreement for transportation services with Choanoke Public Transportation Authority (CPTA), and funding update

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to approve the agreement for transportation services with Choanoke Public Transportation Authority (CPTA). Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

DISCUSSION AGENDA

Discuss NC Connect 2015 Bond Information

After a brief discussion, the Board encouraged all citizens present to visit <http://connect.ncdot.gov> to familiarize themselves with the proposal made by Governor Pat McCrory.

The Board stated that despite some concerns regarding the rural communities in the State, this program would bring a significant amount of additional funding to the County if the bond were to be passed.

The Board also encourages citizens to contact their State representatives with their questions or concerns regarding the information, and to continue to watch this matter through the news media as it unfolds.

Review House Bill 640 – The Outdoor Heritage Act as requested by Senator Erica Smith-Ingram

The Board presented an update to the citizens present regarding House Bill 640 also known as “The Outdoor Heritage Act,” as requested by Senator Erica Smith-Ingram.

Chairman Wesson reported that this bill had passed, and that the only restriction made was that gun hunting could not begin on Sunday’s until after church hours.

Vice Chairman Lee also reported that this issue would also be seen again on the County level in the year 2018 when the Counties are then given the opportunity to decide for themselves whether or not to continue Sunday gun hunting, or to consider other options.

The Board encouraged all citizens to follow the State’s movements in the news media as it is quite a busy time for the local, state, and federal levels regarding budget season, and other matters.

Discuss final budget review and set date for adoption of the FY 2015-2016 Budget Ordinance

After some discussion, the Board stated that tonight’s meeting would be recessed until Thursday, June 18, 2015 at 2:00PM. The Board will continue to work towards adopting a budget at another budget work session at the County Offices in Windsor.

Consider canceling regular Board meeting for Monday, July 6, 2015

Commissioner White made a **MOTION** to cancel the Board’s regular meeting for Monday, July 6, 2015. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board’s next regularly scheduled meeting will be held at 7:00PM on Monday, July 20, 2015 at the Blue Jay Fire Department in Indian Woods.

COMMISSIONERS' REPORTS

Commissioner White thanked Sheriff John Holley for his diligent work over the past week in assisting in the multi-agency effort in apprehending various drug dealers in the County.

Commissioner Bazemore introduced a new USDA grant item that could be utilized in the future to create a Boys & Girls Club for the County, as well as to possibly assist with other local needs.

Commissioner Trent provided an update regarding the renovations being made to the Bertie-Martin Regional Jail. He report that plumbing needs were currently being addressed, and were in the wrap up stages, and that work on the facilities roof was slated to being soon. He also thanked Bertie County Emergency Services for their participation in ensuring the health of all individuals apprehended during the past week's drug bust.

Chairman Wesson reiterated his admiration for a citizen funded, backpack program for children in the County. The program will provide backpacks filled with fresh fruits and other food essentials for the County's neediest children to take home with them on the weekends as some students solely rely on reduced or free meal options during the school year. He encouraged all of those present to get involved with the program if they were able.

COUNTY MANAGER'S REPORTS

The County Manager gave no remarks at this time.

ASSISTANT COUNTY ATTORNEY'S REPORTS

The Assistant County Attorney gave no remarks at this time.

PUBLIC COMMENTS CONTINUED

There were no public comments during this section.

RECESS

Chairman Wesson recessed this meeting until 2:00PM on Thursday, June 18, 2015 inside the Commissioners Room located at the County Offices, 106 Dundee Street, Windsor, NC 27983.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board

**Windsor, North Carolina
June 18, 2015
Budget Work Session**

The Bertie County Board of Commissioners met for a budget work session inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The Board recessed its regular meeting on Monday, June 15, 2015 in order to meet today at 2:00PM to discuss the approval of the FY 2015-2016 budget. The following members were present or absent:

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

Absent: None

Staff Present: County Manager Scott Sauer
Finance Officer William Roberson
Water Department Superintendent Ricky Spivey
Sheriff John Holley

There were no media members present.

RECONVENE

Also: Sauer, Roberson, Biggs, Sheriff Holley, Norman Cherry, acting administrator for Martin Community College, Dr. Michael Elam Roanoke Chowan Community College, Ricky Spivey

Chairman Wesson reconvened the regular meeting of the Board of Commissioners. The Board recessed its regular meeting on Monday, June 15, 2015 in order to meet today at 2:00PM inside the Commissioners Room to discuss the approval of the FY 2015-2016 budget.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner White led the Invocation and Pledge of Allegiance.

DISCUSSION TO APPROVE FY2015-2016 BUDGET

Chairman Wesson asked if there were any outstanding budget issues, questions or concerns before the Board prepares to consider the FY 2015-2016 Budget Ordinance.

Commissioner Bazemore suggested that staff prepare a cost estimate for a full size basketball court installation at the recreation facility in Windsor for the next meeting.

Vice Chairman Lee inquired about staffing and service hours for the Veterans Service Office, and there was discussion about possibly expanding the hours to full time in the future.

There was also discussion among the Commissioners about projects and issues on the upcoming horizon such as the high school welding initiative proposed by Martin Community College, the possibility of a CADET program for Corrections and Law Enforcement Officer training bridging the gap between high school and age twenty for job candidates, and the need to look closely at recent funding proposals from non-profit agencies which submitted requests after the budget deadline.

The County Manager responded briefly to questions regarding the appropriated fund balance, the use of credit and debit cards for water customers, accepting automatic draft payments and the need to examine post-employment benefits such as health insurance coverage for retirees.

County Manager Sauer also reported that work is ongoing to prepare detailed cost estimates for the installation of emergency generators at shelter sites, specifically school facilities.

Chairman Wesson asked if there were no further questions or items of discussion, and then called for a motion to consider the budget ordinance.

Commissioner Trent made a **MOTION** to approve the FY 2015-2016 Budget Ordinance, and for County staff to continue to work on the items noted above with a report at the next meeting. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

ADJOURN

Chairman Wesson adjourned the meeting at 2:45 p.m.

**Windsor, North Carolina
July 1, 2015
Special Meeting**

The Bertie County Board of Commissioners met for a Special Meeting inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The following members were present or absent:

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

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
County Attorney Lloyd Smith
Finance Officer William Roberson

There were no media members present.

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.

CLOSED SESSION

Chairman Wesson requested that the Board enter into 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.

Chairman Wesson made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3). Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

OPEN SESSION

Commissioner Trent made a **MOTION** to return to Open Session. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

REVIEW AND APPROVE USDA APPLICATION ADDENDUM

County Manager Sauer updates the Board on the recent correspondences received from USDA regarding the County's application concerning various water system repairs and upgrades. More specifically, it was recommended by Green Engineering and USDA for the County to consider adopting an additional Capital Improvement Plan that would only apply to Water District III.

County Manager Sauer submitted a proposed Capital Improvement Plan for Water District III, and also stated that a document like this shows diligent planning for the years ahead. He stated that a motion would be needed in order to submit this Capital Improvement Plan for Water District III with the County's grant application.

Commissioner Trent made a **MOTION** to have the County Manager move forward with the process to include this Capital Improvement Plan for Water District III into the USDA grant application as recommended. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

REVIEW DRAFT AGENDA FOR MONDAY, JULY 20, 2015

The Board discussed the latest agenda draft for its upcoming meeting at Blue Jay Fire Department on Monday, July 20, 2015.

All items were reviewed, and there were no changes made.

The Board also discussed the possibility of hosting another planning session at 8:30AM on Thursday, July 30, 2015 at the Roanoke-Cashie River Center, 112 W. Water Street, Windsor, NC 27983.

The Board noted that the date may change but wanted to hold the date firm, if possible. The possibility of a facilitator from the North Carolina Association of County Commissioners was also discussed and County staff will be researching that avenue.

There was also a brief discussion regarding the latest draft of the Manufactured Home Park Ordinance submitted by the County's Planning Board.

Commissioner Trent inquired with the County Attorney if there was a possibility to address the state of several roads in the County regarding the health and safety of all citizens, including fire and emergency vehicles that would need to utilize these routes.

County Attorney Smith stated that the County could apply zoning type restrictions but that enforcement be greatly needed to ensure standards are being met.

The Board also discussed a resolution that was submitted by citizen Gary Terry regarding offshore drilling, and the Board concurred that they would consider supporting a study regarding this kind of project, but would need further information about whether or not to support the project as a whole.

They requested additional, more appropriate wording to support their position be placed into the proposed resolution regarding their level of support on the matter.

The Board asked for County staff to present an alternative resolution at the next Board meeting on Monday, July 20, 2015.

Lastly, Chairman Wesson wanted to clarify some confusion that has arisen from an announcement that was made regarding jobs at STRATA Solar Farms. The Board did announce at their last meeting on Monday, June 15, 2015 that STRATA was looking to hire residents of Bertie County, but that the job sites were not located in Bertie County.

Commissioner Trent reiterated as well as further clarified that the employment would be on a per diem basis and that hotel and travel expenses would be covered by the company to assist Bertie residents.

There were no other items to discuss.

ADJOURN

Chairman Wesson adjourned the meeting at 12:00PM.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board



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

Meeting Date: 07/20/2015

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Jodie Rhea, Tax Administrator
DATE: July 20, 2015
SUBJECT: Settlement Reports for 2014-2015

REQUEST:

Request that the Board of Commissioners accept the preliminary settlement reports as required by North Carolina General Statute 105-373 (a)(1) and that the insolvents report be entered into the official minutes indicating persons who listed personal property but owned no real property and whose taxes remain unpaid for 2014-2015. Also request that both lists be recharged to the Tax Administrator for collections as delinquent taxes. Request the Board of Commissioners receive and accept 2013-2014 settlement report for real, personal and motor vehicle taxes.

BACKGROUND:

North Carolina General Statute 105-373 requires the Tax Collector (Tax Administrator) to provide a settlement report to the Board of Commissioners after July 1 and prior to being charged with the collections of the current year's taxes.

IMPLEMENTATION PLAN:

Jodie Rhea, Tax Administrator, will provide the report as required, and upon being recharged will proceed with the collections of all delinquent real and personal property taxes.

FINANCIAL IMPACT STATEMENT:

2014 unpaid real property:	\$284,882.71 (principal amount)
2014 unpaid personal property:	\$190,506.30 (principal amount) (\$171,355.77 for business audits)

The 2014 unpaid personal property list is considered the insolvents report.

RECOMMENDATION SUMMARY:

Motion to accept the preliminary reports as required by North Carolina General Statute 105-373 and to enter the insolvents list into the official minutes of the Board of Commissioners, to accept the settlement report of current and delinquent real and personal property taxes for 2014-2015, and by resolution recharge Jodie Rhea, Tax Administrator, with the collections of the delinquent real and personal property taxes.

SUPPORTING ATTACHMENTS:

North Carolina General Statute 105-373

List of 2014 Unpaid Real and Personal Property Taxes

List of 2014 Unpaid Personal Property Taxes (Insolvents Report)

Statement Regarding Delinquent Personal Property Taxes

2014-2015 Settlement Report for Real, Personal, and Motor Vehicles

Resolution Declaring No One Insolvent and Recharging Delinquent Collections to the Tax Administrator

§ 105-373. Settlements.

(a) Annual Settlement of Tax Collector. –

- (1) Preliminary Report. – After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make a sworn report to the governing body of the taxing unit showing:
 - a. A list of the persons owning real property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person; and
 - b. A list of the persons not owning real property whose personal property taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. (To this list the tax collector shall append his statement under oath that he has made diligent efforts to collect the taxes due from the persons listed out of their personal property and by other means available to him for collection, and he shall report such other information concerning these taxpayers as may be of interest to or required by the governing body, including a report of his efforts to make collection outside the taxing unit under the provisions of G.S. 105-364.) The governing body of the taxing unit may publish this list in any newspaper in the taxing unit. The cost of publishing this list shall be paid by the taxing unit.
- (2) Insolvents. – Upon receiving the report required by subdivision (a)(1), above the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes (but who listed no real property) whom it finds to be insolvent, and it shall by resolution designate the list entered in its minutes as the insolvent list to be credited to the tax collector in his settlement.
- (3) Settlement for Current Taxes. – After July 1 and before he is charged with taxes for the current fiscal year, the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in his hands for collection for the preceding fiscal year.
 - a. In the settlement the tax collector shall be charged with:
 1. The total amount of all taxes in his hands for collection for the year, including amounts originally charged to him and all amounts subsequently charged on account of discoveries;
 2. All penalties, interest, and costs collected by him in connection with taxes for the current year; and
 3. All other sums collected by him.
 - b. The tax collector shall be credited with:
 1. All sums representing taxes for the year deposited by him to the credit of the taxing unit or receipted for by a proper official of the unit;
 2. Releases duly allowed by the governing body;
 3. The principal amount of taxes constituting liens on real property;
 4. The principal amount of taxes included in the insolvent list determined in accordance with subdivision (a)(2), above;
 5. Discounts allowed by law;
 6. Commissions (if any) lawfully payable to the tax collector as compensation; and

7. The principal amount of taxes for any assessment appealed to the Property Tax Commission when the appeal has not been finally adjudicated.

The tax collector shall be liable on his bond for both honesty and faithful performance of duty; for any deficiencies; and, in addition, for all criminal penalties provided by law.

The settlement, together with the action of the governing body with respect thereto, shall be entered in full upon the minutes of the governing body.

- (4) Disposition of Tax Receipts after Settlement. – Uncollected taxes allowed as credits in the settlement prescribed in subdivision (a)(3), above, whether represented by tax liens held by the taxing unit or included in the list of insolvents, shall, for purposes of collection, be recharged to the tax collector or charged to some other person designated by the governing body of the taxing unit under statutory authority. The person charged with uncollected taxes shall:
 - a. Give bond satisfactory to the governing body;
 - b. Receive the tax receipts and tax records representing the uncollected taxes;
 - c. Have and exercise all powers and duties conferred or imposed by law upon tax collectors; and
 - d. Receive compensation as determined by the governing body.

(b) Settlements for Delinquent Taxes. – Annually, at the time prescribed for the settlement provided in subdivision (a)(3), above, all persons having in their hands for collection any taxes for years prior to the year involved in the settlement shall settle with the governing body of the taxing unit for collections made on each such year's taxes. The settlement for the taxes for prior years shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(c) Settlement at End of Term. – Whenever any tax collector fails to succeed himself at the end of his term of office, he shall, on the last business day of his term, make full and complete settlement for all taxes (current or delinquent) in his hands and deliver the tax records, tax receipts, tax sale certificates, and accounts to his successor in office. The settlement shall be made in whatever form is satisfactory to the chief accounting officer and the governing body of the taxing unit, and it shall be entered in full upon the minutes of the governing body.

(d) Settlement upon Vacancy during Term. – When a tax collector voluntarily resigns, he shall, upon his last day in office, make full settlement (in the manner provided in subsection (c), above) for all taxes in his hands for collection. In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector. The report, together with the governing body's action with respect thereto, shall be entered in full upon the minutes of the governing body. Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient, but in

no event shall any person be permitted to collect taxes until he has given bond satisfactory to the governing body.

(e) Effect of Approval of Settlement. – Approval of any settlement by the governing body does not relieve the tax collector or his bondsmen of liability for any shortage actually existing at the time of the settlement and thereafter discovered; nor does it relieve the collector of any criminal liability.

(f) Penalties. – In addition to any other civil or criminal penalties provided by law, any member of a governing body of a taxing unit, tax collector, or chief accounting officer who fails to perform any duty imposed upon him by this section shall be guilty of a Class 1 misdemeanor.

(g) Relief from Collecting Insolvents. – The governing body of any taxing unit may, in its discretion, relieve the tax collector of the charge of taxes owed by persons on the insolvent list that are five or more years past due when it appears to the governing body that such taxes are uncollectible.

(h) Relief from Collecting Taxes on Classified Motor Vehicles. The board of county commissioners may, in its discretion, relieve the tax collector of the charge of taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) that are one year or more past due when it appears to the board that the taxes are uncollectible. This relief, when granted, shall include municipal and special district taxes charged to the collector. (1939, c. 310, s. 1719; 1945, c. 635; 1947, c. 484, ss. 3, 4; 1951, c. 300, s. 1; c. 1036, s. 1; 1953, c. 176, s. 2; 1955, c. 908; 1967, c. 705, s. 1; 1971, c. 806, s. 1; 1983, c. 670, s. 22; c. 808, ss. 5-7; 1987, c. 16; 1991, c. 624, s. 3; 1991 (Reg. Sess., 1992), c. 961, s. 10; 1993, c. 539, s. 726; 1994, Ex. Sess., c. 24, s. 14(c); 1997-456, s. 27; 2006-30, s. 7.)

REPORT OF DELINQUENT PERSONAL PROPERTY TAXES

TO: Bertie County Board of Commissioners

The undersigned tax collector respectfully reports that certain personal property taxes levied for the year 2014, remain uncollected, such uncollected taxes are being set out below. Said Taxes are not liens upon real estate. The undersigned tax collector has made diligent efforts to collect said taxes by use of remedies against personal property as provided by law but has been unable to locate sufficient property belonging to the delinquent taxpayers out of which the taxes might be collected. In every instance in which the tax collector has been able to discover through diligent inquire the existence of property belonging to delinquent taxpayers with other taxing units in North Carolina, the undersigned has proceeded under the provisions of G. S. 105-364.

Per Attached Printout	(Principal Amount)	\$190,506.30
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The undersigned request that the above-listed taxes be recharged as delinquent taxes upon annual settlement.

This 20st day of July, 2015

Jodie Rhea
Tax Administrator

Sworn and subscribed to before me,
This the 20st day of July, 2015

Sarah Tinkham

COLLECTIONS AS OF 06/30/2015							DELINQUENT TAXES AS OF 06/30/2015			
TAX YEAR	PRINCIPLE		INTEREST/ETC		TOTAL		GRAND TOTAL	REAL & PERSONAL	MOTV	TOTAL
	REAL & PERSONAL	MOTV	REAL & PERSONAL	MOTV	REAL & PERSONAL	MOTV				
2001	\$0.00	\$30.85	\$0.00	\$93.95	\$0.00	\$124.80	\$124.80	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$90.28	\$73.16	\$202.21	\$103.61	\$292.49	\$176.77	\$469.26	\$2,132.46	\$0.00	\$2,132.46
2004	\$591.41	\$120.99	\$551.37	\$124.18	\$1,142.78	\$245.17	\$1,387.95	\$3,067.27	\$11,415.35	\$14,482.62
2005	\$911.72	\$303.42	\$747.78	\$281.54	\$1,659.50	\$584.96	\$2,244.46	\$2,640.17	\$11,607.59	\$14,247.76
2006	\$973.96	\$84.71	\$718.52	\$65.40	\$1,692.48	\$150.11	\$1,842.59	\$3,466.17	\$10,839.46	\$14,305.63
2007	\$2,209.64	\$246.10	\$1,417.66	\$220.35	\$3,627.30	\$466.45	\$4,093.75	\$5,709.30	\$14,363.49	\$20,072.79
2008	\$3,246.11	\$669.63	\$1,208.38	\$562.08	\$4,454.49	\$1,231.71	\$5,686.20	\$7,230.49	\$16,258.46	\$23,488.95
2009	\$3,240.99	\$536.42	\$1,698.67	\$481.92	\$4,939.66	\$1,018.34	\$5,958.00	\$8,940.51	\$13,949.84	\$22,890.35
2010	\$4,230.04	\$909.41	\$1,662.29	\$408.69	\$5,892.33	\$1,318.10	\$7,210.43	\$15,564.75	\$14,217.90	\$29,782.65
2011	\$8,385.11	\$2,924.96	\$2,619.59	\$794.58	\$11,004.70	\$3,719.54	\$14,724.24	\$26,004.33	\$16,396.45	\$42,400.78
2012	\$46,461.95	\$7,273.78	\$9,038.54	\$2,094.13	\$55,500.49	\$9,367.91	\$64,868.40	\$45,158.48	\$26,286.98	\$71,445.46
2013	\$146,740.01	\$62,516.05	\$15,055.69	\$7,810.02	\$161,795.70	\$70,326.07	\$232,121.77	\$112,630.27	\$21,426.03	\$134,056.30
2014	\$9,037,826.00	\$127.74	\$79,456.41	\$5.90	\$9,117,282.41	\$133.64	\$9,117,282.41	\$436,956.00	\$222.05	\$437,178.05
2015	\$38,461.21		\$7,835.77		\$46,296.98		\$46,296.98	\$27,307.40		
TOTALS	\$9,293,368.43	\$75,817.22	\$122,212.88	\$13,046.35	\$9,415,581.31	\$88,863.57	\$9,504,444.88	\$694,675.14	\$156,983.60	\$851,658.74
GRAND TOTALS	\$9,369,185.65		\$135,259.23		\$9,504,444.88					

NOT INCLUDED, BEYOND 10 YEAR PERIOD

Tag & Tax RMV ACH Deposits		
	Total	COUNTY
July	\$113,158.54	\$103,140.95
August	\$105,962.73	\$96,435.81
September	\$114,895.45	\$103,964.98
October	\$110,106.84	\$100,618.75
November	\$113,158.54	\$103,140.95
December	\$120,953.35	\$110,813.79
January	\$116,896.12	\$106,222.88
February	\$101,070.23	\$90,668.06
March	\$141,354.28	\$129,581.75
April	\$117,162.35	\$107,371.49
May	\$120,699.23	\$109,925.28
June	\$111,458.67	\$100,914.84
Total	\$1,386,876.33	\$1,262,799.53

CURRENT YEAR AD VALOREM COLLECTIONS AS OF JUNE 30, 2015 FOR THE FOLLOWING YEARS

			2012-2013	2013-2014	2014-2015
Collections			\$8,221,620.04	\$8,914,615.98	\$9,037,826.00
Open Account Receivables			\$243,606.04	\$260,365.39	\$436,956.00
Percentage			97.12%	97.16%	95.38%



BERTIE COUNTY

106 DUNDEE STREET
 POST OFFICE BOX 530
 WINDSOR, NORTH CAROLINA 27983
 (252) 794-5300
 FAX: (252) 794-5327
 WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS

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

INSOLVENT TAX RESOLUTION

WHEREAS, Bertie County Tax Administrator has provided in his annual settlement preliminary reports containing the list of the names of persons owning real property whose taxes for 2014 remain unpaid and a list of persons owing taxes but listed no real property whose taxes remain unpaid; and

WHEREAS, North Carolina General Statute 105-373(a)(2) states that the governing body of the taxing unit shall enter upon its minutes the names of persons owing taxes but listed no real property whose taxes remain unpaid and whom it finds to be insolvent; and

WHEREAS, a diligent effort has been made to collect these taxes out of the personal property of the taxpayers concerned; and

WHEREAS, other means open to the collector have been used for collection of such taxes; and

WHEREAS, where applicable, collection outside the taxing unit has been attempted; and

WHEREAS, all information has been provided concerning those taxpayers as may be of interest to or required by the governing body; and

WHEREAS, the allowance of insolvents does not extinguish the claim for taxes; and

WHEREAS, the collector will continue to pursue collections of such taxes until the ten-year statute of limitations expires; and

WHEREAS, the Board of Commissioners by resolution should accept the lists as presented and declares that no one on the preliminary report of persons owing taxes but listed no real property should be determined insolvent; and

NOW, THEREFORE, BE IT RESOLVED, that the list of persons owing taxes but listed no real property whose taxes remain unpaid along with the list of unpaid 2014 real property taxes be recharged to the Tax Administrator for collections as delinquent taxes.

Adopted this the 20th day of July, 2015

Ronald Wesson, Chairman
 Bertie County Board of
 Commissioners

ATTEST:

Sarah S. Tinkham
 Clerk to the Board



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

Meeting Date: 07/20/2015

MEMORANDUM TO BOARD OF COMMISSIONERS

FROM: Jodie Rhea, Tax Administrator

DATE: July 20, 2015

SUBJECT: Charge of 2015-2016 Tax Levy

REQUEST:

In accordance with North Carolina General Statute 105-321(b), charge the Tax Administrator with the collection of taxes for the tax levy 2015-2016

BACKGROUND:

North Carolina General Statute 105-321(b) states that the Board of Commissioners shall adopt and enter into its minutes an order directing the Tax Collector (Tax Administrator) to collect the taxes charged in the tax records and receipts for the current fiscal year.

RECOMMENDATION SUMMARY:

Motion to charge Jodie Rhea, Tax Administrator, with the collections of all real, personal, and public service company taxes for the 2015-2016 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes.

SUPPORTING ATTACHMENTS:

North Carolina General Statute 105-321
Authorization to Collect

§ 105-321. Disposition of tax records and receipts; order of collection.

(a) County tax records shall be filed in the office of the assessor unless the board of county commissioners shall require them to be filed in some other public office of the county. City and town tax records shall be filed in some public office of the municipality designated by the governing body of the city or town. In the discretion of the governing body, a duplicate copy of the tax records may be delivered to the tax collector at the time he is charged with the collection of taxes.

(b) Before delivering the tax receipts to the tax collector in any year, the board of county commissioners or municipal governing body shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the tax collector at the time the tax receipts are delivered to him, but the failure to do so shall not affect the tax collector's rights and duties to employ the means of collecting taxes provided by this Subchapter. The order of collection shall have the force and effect of a judgment and execution against the taxpayers' real and personal property and shall be drawn in substantially the following form:

State of North Carolina

County (or City or Town) of _____

To the Tax Collector of the County (or City or Town) of _____

_____:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of _____ and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County (or City or Town) of _____, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this ____ day of _____, _____

_____(Seal)

Chairman, Board of Commissioners of

_____ County

(Mayor, City (or Town) of _____)

Attest:

Clerk of Board of Commissioners of _____ County

(Clerk of the City (or Town) of _____)

(c) The original tax receipts, together with any duplicate copies that may have been prepared, shall be delivered to the tax collector by the governing body on or before the first day of September each year if the tax collector has made settlement as required by G.S. 105-352. The tax collector shall give his receipt for the tax receipts and duplicates delivered to him for collection.

(d) Repealed by Session Laws 2006-30, s. 5, effective June 29, 2006.

(e) The governing body of a taxing unit may contract with a bank or other financial institution for receipt of payment of taxes payable at par and of delinquent taxes and interest for the current tax year. A financial institution may not issue a receipt for any tax payments received by it, however. Discount for early payment of taxes shall be allowed by a financial institution that contracts with a taxing unit pursuant to this subsection to the same extent as allowed by the

tax collector. A financial institution that contracts with a taxing unit for receipt of payment of taxes shall furnish a bond to the taxing unit conditioned upon faithful performance of the contract in a form and amount satisfactory to the governing body of the taxing unit. A governing body of a taxing unit that contracts with a financial institution pursuant to this subsection shall publish a timely notice of the institution at which taxpayers may pay their taxes in a newspaper having circulation within the taxing unit. No notice is required, however, if the financial institution receives payments only through the mail.

(f) Minimal Taxes. - Notwithstanding the provisions of G.S. 105-380, the governing body of a taxing unit that collects its own taxes may, by resolution, direct its assessor and tax collector not to collect minimal taxes charged on the tax records and receipts. Minimal taxes are the combined taxes and fees of the taxing unit and any other units for which it collects taxes, due on a tax receipt prepared pursuant to G.S. 105-320 in a total original principal amount that does not exceed an amount, up to five dollars (\$5.00), set by the governing body. The amount set by the governing body should be the estimated cost to the taxing unit of billing the taxpayer for the amounts due on a tax receipt or tax notice. Upon adoption of a resolution pursuant to this subsection, the tax collector shall not bill the taxpayer for, or otherwise collect, minimal taxes but shall keep a record of all minimal taxes by receipt number and amount and shall make a report of the amount of these taxes to the governing body at the time of the settlement. These minimal taxes shall not be a lien on the taxpayer's real property and shall not be collectible under Article 26 of this Subchapter. A resolution adopted pursuant to this subsection must be adopted on or before June 15 preceding the first taxable year to which it applies and remains in effect until amended or repealed by resolution of the taxing unit. A resolution adopted pursuant to this subsection shall not apply to taxes on registered motor vehicles. (1939, c. 310, s. 1103; 1971, c. 806, s. 1; 1973, c. 476, s. 193; c. 615; 1987, c. 45, s. 1; 1989, c. 578, s. 1; 1991, c. 584, s. 1; 1995, c. 24, s. 1; c. 329, ss. 1, 2; 1999-456, s. 59; 2006-30, s. 5; 2012-79, s. 3.1.)

State of North Carolina
County of Bertie
To the Tax Administrator of the County of Bertie

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, current and delinquent, filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Bertie, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this the 20th day of July 2015

Ronald Wesson, Chairman
Bertie County Board of Commissioners

ATTEST:

Sarah Tinkham
Clerk of the Board

July 1- 15

To Whom it Concerns

I Wendell Walton would like to ~~make~~
Make An offer for Rosa Whitehurst Property

229 ~~1/2~~ ^{1/4} ~~1/2~~ ^{1/4} Quiana Rd - Windsor N.C.

for \$3,000 ~~at~~ 910-818-4138 - Cell

910-426-9577 - Home

Wendell Walton

5303-Ballester St

Hopewell, N.C. 28348

Off 127-

ACCOUNT NUMBER 1106	TOWNSHIP INDIAN WOODS	MAP SHEET 5860_Q2	PIN NUMBER 5860-68-9638	ROUTE 45	ZONE	SPECIAL DISTRICTS FIRE CITY				
OWNER NAME BERTIE COUNTY PO BOX 530			PROPERTY DESCRIPTION / PROPERTY ADDRESS WIGGINS LAND #2A 229 QUITSNA RD							
DATE TRANS 04/15/00	STAMPS 0.0	QUAL N	DEED REFERENCE 947/765	PLAT REFERENCE 5/69	SOIL MAP GIS	ASOS TRACT NO 745	DATE APPRD 12/30/11	BY RHP	INFO E	PREVIOUS VALUES 6,144
OWNER ADDRESS WINDSOR NC 279830530			CENSUS NUMBER	AMENITIES	LOTS 0	ACRES 2.37	LAND 6,144	E O R T		
LAND USE	UTILITIES F	NEIGHBORHOOD	LANDSCAPE QUALITY A	TOPOGRAPHY	ROAD P	EXEMPT Y	BUILDINGS 0	CRP: 0.00	WDS: 1.37	653
LOCATION RS							APA: 653	DIF: 0		

Parcel # 2

GS#01 1972 FROM GRANT VEALE ET AL TO WINSTON VEALE FOR LIFE TIME THEN BACK TO GRANT VEALE, LEON VEALE, SIMON VEALE & ROSA MAE WHITEHURST, 1 977 INT GRANT VEALE & ROSA MAE WHITEHURST TO JANIE WATKINS & DELORIS BOND (579/83), 2005 INT JANIE WATKINS & DELORIS BOND TO ROSA MAE WHITEHURST (602/215) SOILS CORRECTED 12/12 2015 (MYU) FROM ROSA M WHITEHURST

METHOD:	DESCRIPTION:	BUILDING DEPRECIATION	% COMPLETE	USE	BUILDING CLASS	BUILDING TAX VALUE
SECTIONS:	REMARKS:	PHYSICAL:	FUNCTIONAL:	ECONOMIC:		BUILDING REPLACEMENT VALUE

BUILDING SECTION DETAIL

TYPE	AREA	OCCUPANCY	STYLE	STORIES	FNDTN	BSMT AREA	EXTERIOR WALLS	ROOFING	ROOF TYPE	# RM	# GR	FLOOR	ATTIC %	INTERIOR WALL	BSMT % FIN	BUILT-INS	HEATING	AIR COND	PLUMBING			FIREPLACE		GRADE	WL HT	YEAR BUILT	EFF YEAR	CONDI-TION	SECTION-DEPR		SECTION REPL VALUE	SECTION TAX VALUE
																			BTH	FXT	STK	OPN	PHYS						FUNC			

BUILDING SECTION VALUATION

BUILDING #	MTHD	DESCRIPTION	REMARKS	PHYS	FNCT-DPR	ECON-DPR	TYPE	AREA	STRIES	EW	FLR	W	GRADE	YEAR BLT	COND	SIZE	TAX VALUE

APPRaised VALUE SUMMARY				USE VALUE SUMMARY				TOTAL TAX VALUE
LAND	\$6,144	BUILDINGS	\$0	LAND		BUILDINGS		
TOTAL APPRAISED VALUE				TOTAL USE VALUE				
								\$6,144

PARCEL #1 5860-68-9638



ACCOUNT NUMBER 1106	TOWNSHIP INDIAN WOODS	MAP SHEET 5860 00	PIN NUMBER 5860-64-8712	ROUTE 16	ZONE	SPECIAL DISTRICTS FIRE CITY				
OWNER NAME BERTIE COUNTY PO BOX 530			PROPERTY DESCRIPTION / PROPERTY ADDRESS CLUB #2B OFF 127 QUITNA RD							
DATE TRANS 04/15	STAMPS 0.0	QUAL N	DEED REFERENCE 947/765	PLAT REFERENCE 5/69	SOIL MAP GIS	ASCS TRACT NO 123011	DATE APPRD RHP	BY E	INFO E	PREVIOUS VALUES 367
OWNER ADDRESS WINDSOR NC 279830530			CENSUS NUMBER	AMENITIES	LOTS 0	ACRES 1.08	E O R T	LAND 367	BUILDINGS 0	
LAND USE	UTILITIES E	NEIGHBORHOOD A	LANDSCAPE QUALITY A	TOPOGRAPHY FS	ROAD U	EXEMPT Y	CRP: WDS:	1.08	340	
LOCATION RS								APA: DIF:	340	0

Parcel # 2

#	ACT-TYP	ACRES	ACT-FRNTG	EFF-FRNTG	AVE-DEPTH	DPH-FAC	UNIT \$	GRD	CLS	SOIL-TYP	% ADJ	APPRAISED VAL	USE VALUE
1	A4	0.83					340			*4WE		\$282	\$282
2	A4	0.25					340			*4CH		\$85	\$85

GS#01 1972 FROM GRANT VEALE ET AL TO WINSTON VEALE FOR LIFE THEN BACK TO GRANT VEALE, LEON VEALE, SIMON VEALE & ROSA MAE WHITEHURST, 1977 INT GRANT VEALE & ROSA MAE WHITEHURST TO JANIE WATKINS & DELORIS BOND (579/83), 2005 INT JANIE WATKINS & DELORIS BOND TO ROSA MAE WHITEHURST (602/215) 2015 (MYU FROM ROSA M WHITEHURST, LEON VEALE & SIMON VEALE)

METHOD	DESCRIPTION	BUILDING DEPRECIATION			% COMPLETE	USE	BUILDING CLASS	BUILDING TAX VALUE
SECTIONS:	REMARKS:	PHYSICAL	FUNCTIONAL	ECONOMIC				BUILDING REPLACEMENT VALUE

BUILDING SECTION DETAIL

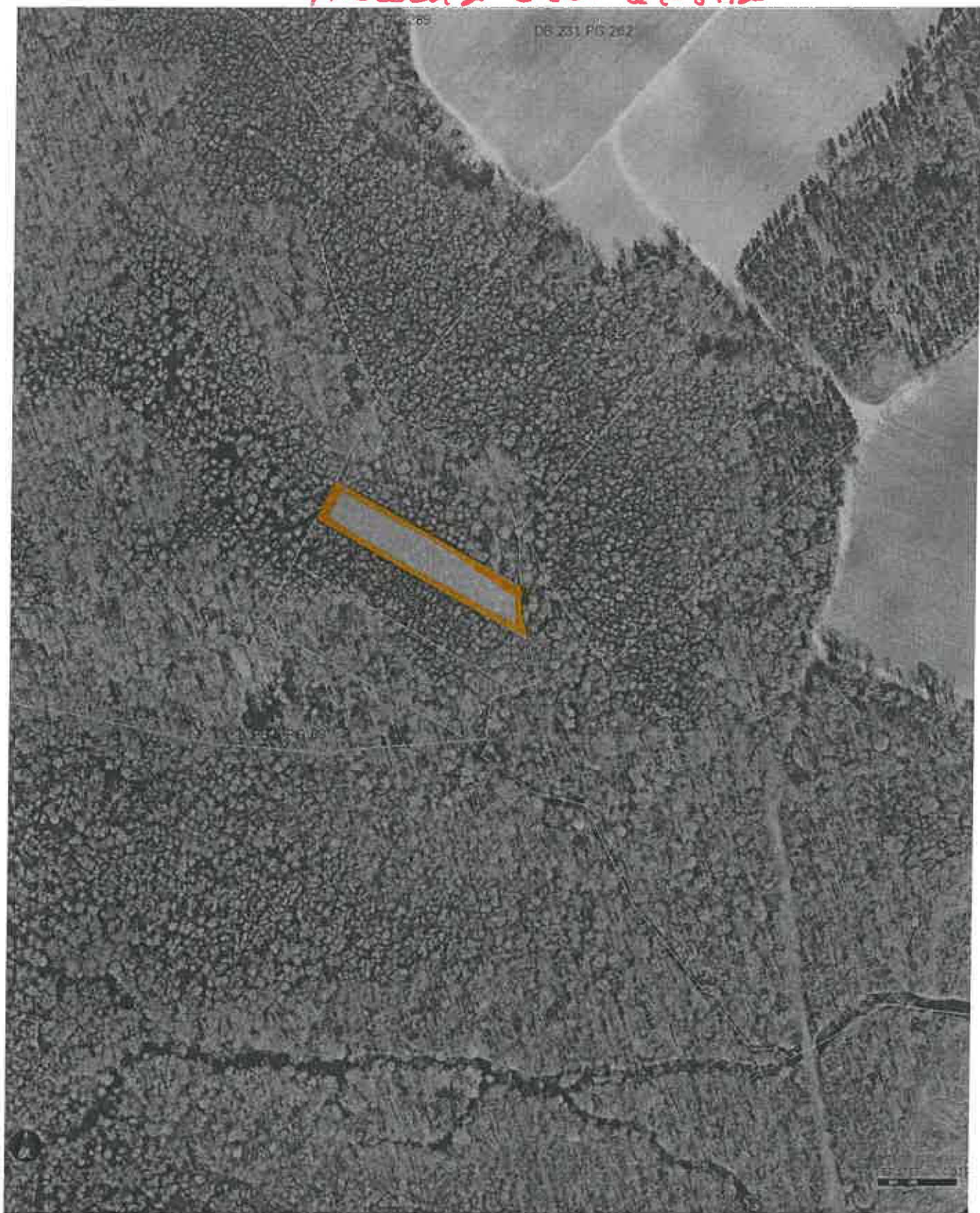
TYPE	AREA	OCCUPANCY	STYLE	STORIES	FNDTN	BSMNT	EXTERIOR WALLS	ROOFING	ROOF TYPE	# RM	# BR	FLOOR	ATTIC %	INTERIOR WALL	BSMT P. FIN	BUILT-INS	HEATING	AIR COND	PLUMBING			FIREPLACE		GRADE	WL HT	YEAR BUILT	EFF YEAR	CONDI-TION	SECTION-DEPR		SECTION REPL VALUE	SECTION TAX VALUE
																			BTH	FXT	STK	OPN	PHYS						FUNC			

BUILDING SECTION VALUATION

BUILDING #	MTHD	DESCRIPTION	REMARKS	PHYS	FNCT	DPR	ECON	DPR	TYPE	AREA	STORIES	EW	FLR	W	GRADE	YEAR BLT	COND	SIZE	TAX VALUE

APPRaised VALUE SUMMARY				USE VALUE SUMMARY				TOTAL TAX VALUE
LAND	BUILDINGS	LAND	BUILDINGS	LAND	BUILDINGS	LAND	BUILDINGS	
	\$367		\$0		\$0		\$367	\$367
TOTAL APPRAISED VALUE:		\$367		TOTAL USE VALUE:		\$367		

Parcel #2 5260-64-8712



BERTIE COUNTY
Salary Schedule
2015-2016

GRADE	HIRING RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
53	18,302	19,217	23,335	28,368	53
54	19,088	20,043	24,338	29,587	54
55	19,909	20,904	25,384	30,859	55
56	20,766	21,804	26,476	32,187	56
57	21,658	22,741	27,614	33,570	57
58	22,589	23,718	28,801	35,013	58
59	23,560	24,738	30,039	36,519	59
60	24,573	25,801	31,331	38,088	60
61	25,630	26,911	32,678	39,726	61
62	26,732	28,069	34,083	41,435	62
63	27,882	29,277	35,550	43,218	63
64	29,079	30,533	37,077	45,074	64
65	30,331	31,847	38,671	47,012	65
66	31,635	33,217	40,334	49,034	66
67	32,995	34,644	42,069	51,142	67
68	34,415	36,136	43,879	53,343	68
69	35,895	37,690	45,766	55,637	69
70	37,438	39,310	47,733	58,029	70
71	39,047	41,000	49,785	60,523	71
72	40,726	42,763	51,926	63,126	72
73	42,478	44,602	54,159	65,840	73
74	44,304	46,519	56,488	68,671	74
75	46,210	48,521	58,918	71,626	75
76	48,198	50,608	61,452	74,706	76
77	50,270	52,784	64,095	77,919	77
78	52,433	55,054	66,852	81,271	78
79	54,686	57,421	69,725	84,764	79
80	57,037	59,888	72,722	88,407	80
81	59,490	62,464	75,850	92,210	81
82	62,048	65,151	79,112	96,175	82
83	64,716	67,952	82,513	100,310	83
84	67,499	70,874	86,062	104,624	84
85	70,401	73,921	89,761	109,121	85
86	73,428	77,099	93,621	113,813	86
87	76,587	80,416	97,648	118,710	87

BERTIE COUNTY
Salary Schedule
2014-2015

GRADE	HIRING RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
53	18,302	19,217	23,335	28,368	53
54	19,088	20,043	24,338	29,587	54
55	19,909	20,904	25,384	30,859	55
56	20,766	21,804	26,476	32,187	56
57	21,658	22,741	27,614	33,570	57
58	22,589	23,718	28,801	35,013	58
59	23,560	24,738	30,039	36,519	59
60	24,573	25,801	31,331	38,088	60
61	25,630	26,911	32,678	39,726	61
62	26,732	28,069	34,083	41,435	62
63	27,882	29,277	35,550	43,218	63
64	29,079	30,533	37,077	45,074	64
65	30,331	31,847	38,671	47,012	65
66	31,635	33,217	40,334	49,034	66
67	32,995	34,644	42,069	51,142	67
68	34,415	36,136	43,879	53,343	68
69	35,895	37,690	45,766	55,637	69
70	37,438	39,310	47,733	58,029	70
71	39,047	41,000	49,785	60,523	71
72	40,726	42,763	51,926	63,126	72
73	42,478	44,602	54,159	65,840	73
74	44,304	46,519	56,488	68,671	74
75	46,210	48,521	58,918	71,626	75
76	48,198	50,608	61,452	74,706	76
77	50,270	52,784	64,095	77,919	77
78	52,433	55,054	66,852	81,271	78
79	54,686	57,421	69,725	84,764	79
80	57,037	59,888	72,722	88,407	80
81	59,490	62,464	75,850	92,210	81
82	62,048	65,151	79,112	96,175	82
83	64,716	67,952	82,513	100,310	83
84	67,499	70,874	86,062	104,624	84
85	70,401	73,921	89,761	109,121	85
86	73,428	77,099	93,621	113,813	86
87	76,587	80,416	97,648	118,710	87

Bertie County F/Y 2015-2016
List of Classes Arranged by Title

GRADE	CLASSIFICATION	HIRING RATE	MAXIMUM
61	Accountant Clerk V	25,630	39,726
67	Accounts Payable Supervisor	32,995	51,142
65	Administrative Assistant	30,331	47,012
65	Administrative Assistant II	30,331	47,012
67	Administrative Officer I	32,995	51,142
59	Administrative Support Specialist	23,560	36,519
62	Aging Services Coordinator	26,732	41,435
69	Aging Services Director	35,895	55,637
59	Animal Control Officer	23,560	36,519
61	Assistant Register of Deeds	25,630	39,726
63	Assistant Utility Business Manager	27,882	43,218
67	Building Codes Inspector	32,995	51,142
67	Buildings and Grounds Supervisor	32,995	51,142
73	Chief Deputy Sheriff	42,478	65,840
66	Clerk to the Board/Executive Assistant	31,635	49,034
72	Codes Enforcement Administrator	40,726	63,126
69	Compliance Officer (EMS)	35,895	55,637
57	Criminal Justice Partnership Program Assistant	21,658	33,570
68	Criminal Justice Partnership Program Manager	34,415	53,343
56	Custodian	20,766	32,187
57	Data Entry Operator II	21,658	33,570
58	Deputy Register of Deeds	22,589	35,013
65	Deputy Sheriff	30,331	47,012
67	Deputy Sheriff - Special Assignment	32,995	51,142
68	Deputy Sheriff Corporal	34,415	53,343
71	Deputy Sheriff Division Commander	39,047	60,523
69	Deputy Tax Collector	35,895	55,637
76	Economic Development Director	48,198	74,706
67	Elections Director	32,995	51,142
76	EMS- Division Chief	48,198	74,706
77	Emergency Services Director	50,270	77,919
56	EMT-Basic	20,766	32,187
58	EMT- Intermediate	22,589	35,013
65	EMT-Paramedic	30,331	47,012
61	Finance Clerk	25,630	39,726
77	Facilities Management Director	50,270	77,919
83	Finance Officer	64,716	100,310
63	Finance Technician	27,882	43,218

Bertie County F/Y 2015-2016
List of Classes Arranged by Title

72	GIS Administrator	40,726	63,126
67	GIS Technician	32,995	51,142
56	Housekeeper	20,766	32,187
73	Human Resources Officer	42,478	65,840
68	Human Services Coordinator III	34,415	53,343
61	IM Caseworker I	25,630	39,726
63	IM Caseworker II	27,882	43,218
65	IM Caseworker III	30,331	47,012
65	IM Investigator II	30,331	47,012
67	IM Supervisor II	32,995	51,142
59	IM Technician	23,560	36,519
77	Information Technology Director	50,270	77,919
62	Land Records Specialist	26,732	41,435
55	Lead Nutrition Site Coordinator	19,909	30,859
62	Maintenance Technician	26,732	41,435
58	Maintenance Worker	22,589	35,013
74	Network Administrator	44,304	68,671
63	Nuisance Abatement Officer	27,882	43,218
54	Nutrition Site Coordinator	19,088	29,587
57	Office Assistant	21,658	33,570
57	Office Assistant III	21,658	33,570
70	Parks and Recreation Director	37,438	58,029
63	Permits and Help Desk Specialist	27,882	43,218
76	Planning and Inspections Director	48,198	74,706
59	Public Information Assistant IV	23,560	36,519
59	Records Specialist	23,560	36,519
61	Recreation Activities Program Specialist	25,630	39,726
62	Recreation Programs Assistant	26,732	41,435
75	Register of Deeds	46,210	71,626
63	Senior Animal and Litter Control Officer	27,882	43,218
60	Senior Records Specialist	24,573	38,088
61	Senior Tax Customer Service Representative	25,630	39,726
78	Sheriff	52,433	81,271
83	Social Service Director	64,716	100,310
73	Social Work Supervisor III	42,478	65,840

Bertie County F/Y 2015-2016
List of Classes Arranged by Title

63	Social Worker I	27,882	43,218
67	Social Worker II	32,995	51,142
69	Social Worker III	35,895	55,637
63	Social Worker Trainee	27,882	43,218
64	Soil and Water Administrative Specialist	29,079	45,074
65	Soil and Water Technician	30,331	47,012
70	SW Investigative/Assessment and Treatment	37,438	58,029
77	Tax Administrator	50,270	77,919
59	Tax Customer Service Representative	23,560	36,519
65	Telecommunications Supervisor	30,331	47,012
60	Telecommunicator	24,573	38,088
69	Transport Coordinator (EMS)	35,895	55,637
67	Utility Business Manager	32,995	51,142
60	Utility Customer Service Representative	24,573	38,088
64	Veteran's Service Officer	29,079	45,074
60	Water Field Technician	24,573	38,088
77	Water System Superintendent	50,270	77,919

Bertie County F/Y 2015-2016
List of Classes Arranged by Grade

GRADE	CLASSIFICATION	HIRING RATE	MAXIMUM
53		18,302	28,368
54	Nutrition Site Coordinator	19,088	29,587
55	Lead Nutrition Site Coordinator	19,909	30,859
56	Custodian EMT- Basic Housekeeper	20,766	32,187
57	Criminal Justice Partnership Program Assistant Data Entry Operator II Office Assistant Office Assistant III	21,658	33,570
58	Deputy Register of Deeds EMT- Intermediate Maintenance Worker	22,589	35,013
59	Administrative Support Specialist Animal Control Officer IM Technician Public Information Assistant IV Records Specialist Tax Customer Service Representative	23,560	36,519
60	Senior Records Specialist Telecommunicator Utility Customer Service Representative Water Field Technician	24,573	38,088
61	Assistant Register of Deeds Accountant Clerk V Finance Clerk IM Caseworker I Senior Tax Customer Service Representative	25,630	39,726
62	Aging Services Coordinator Land Records Specialist Maintenance Technician Recreation Programs Assistant	26,732	41,435

Bertie County F/Y 2015-2016
List of Classes Arranged by Grade

63	Assistant Utility Business Manager Finance Technician IM Caseworker II Nuisance Abatement Officer Permits and Help Desk Specialist Senior Animal and Litter Control Officer Social Worker I Social Worker Trainee	27,882	43,218
64	Soil and Water Administrative Specialist Veteran's Service Officer	29,079	45,074
65	Administrative Assistant Administrative Assistant II Deputy Sheriff EMT- Paramedic IM Caseworker III IM Investigator II Soil and Water Technician Telecommunications Supervisor	30,331	47,012
66	Clerk to the Board/ Executive Assistant	31,635	49,034
67	Accounts Payable Supervisor Building Codes Inspector Buildings and Grounds Supervisor Deputy Sheriff - Special Assignment Elections Director GIS Technician IM Supervisor II Social Worker II Utility Business Manager Administrative Officer I	32,995	51,142
68	Criminal Justice Partnership Program Manager Deputy Sheriff Corporal Deputy Sheriff Supervisor Human Services Coordinator III	34,415	53,343
69	Aging Services Director Compliance Officer (EMS) Deputy Tax Collector Social Worker III Transport Coordinator (EMS)	35,895	55,637
70	SW Investigative/Assessment and Treatment	37,438	58,029

Bertie County F/Y 2015-2016
List of Classes Arranged by Grade

Parks and Recreation Director

71	Deputy Sheriff Division Commander	39,047	60,523
72	Codes Enforcement Administrator GIS Administrator	40,726	63,126
73	Chief Deputy Sheriff Human Resources Officer Social Work Supervisor III	42,478	65,840
74	Network Administrator	44,304	68,671
75	Register of Deeds	46,210	71,626
76	Economic Development Director EMS- Division Chief Planning and Inspections Director	48,198	74,706
77	Emergency Services Director Facilities Management Director Information Technology Director Tax Administrator Water System Superintendent	50,270	77,919
78	Sheriff	52,433	81,271
79		54,686	84,764
80		57,037	88,407
81		59,490	92,210
82		62,048	96,175
83	Finance Officer Social Service Director	64,716	100,310
84		67,499	104,624
85		70,401	109,121

BUDGET AMENDMENT				
		# 16-01		
	INCREASE			INCREASE
10-0025-4431-26	\$ 7,500		10-4310-5499-98	\$ 7,500
TO SETUP BUDGET FOR GRANT - VIDANT - SHERIFF EQUIPMENT (AED'S)				
	INCREASE			INCREASE
10-0025-4495-11	\$ 1,000		10-4950-5399-37	\$ 1,000
TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED				
4-H COOKING CAMP				
	INCREASE			INCREASE
10-0025-4495-08	\$ 500		10-4950-5399-32	\$ 500
TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED				
EAT SMART-MOVE MORE-WEIGH LESS				
	DECREASE			DECREASE
10-0025-4495-07	\$ 2,000		10-4950-5399-30	\$ 2,000
TO ADJUST BUDGET TO ACTUAL GRANT AMOUNT RECEIVED - EFNEP PROGRAM				
	INCREASE			INCREASE
10-4920-5399-00	\$ 71,100	ECON DEV	10-0090-4991-99	\$ 71,100
TO CARRY FORWARD ALLOCATED STRATEGIC INITIATIVE MONEY				
SETUP CONTRACTED SERVICES (CREATIVE CONSULTING)				
	INCREASE			INCREASE
10-0050-4848-11	\$ 2,500		10-4190-5580-00	\$ 2,500
DONATION FROM FOOD BANK OF ALBEMARLE				
DESIGNATED FOR FOOD PANTRY ROOF REPAIRS				
APPROVED / /2014				

NORTH CAROLINA

BERTIE COUNTY

THIS FOOD SERVICE CONTRACT, dated this day the 1 of July, 2015, by and between Bertie County, a political subdivision of the State of North Carolina, party of the first part, and Carolyn Thomas, doing business as Trumps Restaurant, parties of the second part:

WITNESSETH:

WHEREAS, party of the first part, by and through Bertie County Council on Aging administer the Home and Community Care Block Grant Congregate Nutrition and Home Delivered Meals Nutrition Program pursuant to Title III of the Older American Act (hereinafter “the Title III Nutrition Program”);

WHEREAS, the purpose of the Title III Nutrition Program is to provide one hot nutritious noon meal per serving day with 1/3 of the minimum daily allowance (a minimum of 700 calories) for older adults. The target population for this service is persons sixty (60) years of age or older, with emphasis on the low-income minority elderly. Emphasis is also placed on service to the rural elderly; and

WHEREAS, the annual estimate of approximately 40672 meals (between 120 to 199 meals per day) must be prepared and transported in bulk or pre-plated in order to fulfill the needs addressed by the Title III Nutrition Program. There are approximately 255 serving days beginning July 1, 2015 and ending June 30, 2016.

WHEREAS, in order to carry out the purposes of the program, the party of the first part requires the services of a Food Service Contractor;

WHEREAS, the parties of the second part are food service contractors located in Windsor Bertie County, North Carolina;

WHEREAS, The party of the first part advertised a request for proposals pursuant to the competitive bidding requirements of Chapter 143 of the North Carolina General Statutes;

WHEREAS, parties of the second part submitted a bid in compliance with the request for proposals, and parties of the second part were the lowest responsible bidders; WHEREAS, the party of the first part evaluated the bids received and selected the bid by the second part; and

WHEREAS, this Food Service Contract is intended to memorialize the agreement by and between the party of the first part and the parties of the second part regarding the provision of meals by parties of the second part as required by the party of the first part pursuant to the Title III Nutrition Program, by incorporating herein the Bid Specifications and Requirements.

NOW THEREFORE, in consideration of Ten Dollars and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties of the second part shall prepare between 120 to 199 hot meals per day to be prepared and transported in bulk or pre-plated, beginning July 1, 2015 and ending June 30, 2016, all in accordance with the terms of the Bid Specifications and Requirements attached hereto as Exhibit A, and incorporated herein by reference. Parties of the second part shall receive a total of \$4.90 per meal from the party of the first part, billed and payable on a monthly basis, in accordance with the Bid Specifications and Requirements.

2. The parties shall comply in all respects with the terms set forth in the Bid Specifications and Requirements attached hereto as Exhibit A and incorporated herein.

3. This agreement shall be interpreted under the laws of the State of North Carolina.

4. Parties of the second part warrant that all information provided on the Bidder Qualifications Form attached hereto as Exhibit B and incorporated herein is accurate in all material respects.

5. This agreement shall be terminated by the Party of the First Part in the event the funding for the Title III Nutrition Program is discontinued or terminated.

6. This agreement, as well as the attachments hereto, constitutes the entire agreement of the parties. No amendment hereto shall be enforceable unless in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized representatives this day and year first above written.

BERTIE COUNTY

Bertie County Council on Aging

Commissioner Ronald Wesson, Chairman

Sarah Tinkham, Clerk to the Board

This document has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

William Roberson, Finance Officer

Trumps Restaurant

By: Carolyn Thomas
Carolyn Thomas



BERTIE COUNTY

106 DUNDEE STREET
 POST OFFICE BOX 530
 WINDSOR, NORTH CAROLINA 27983
 (252) 794-5300
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 WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS

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

A RESOLUTION IN SUPPORT OF FURTHER STUDY REGARDING THE POTENTIAL IMPACTS AND OPPORTUNITIES OF OFFSHORE DRILLING FOR OIL AND NATURAL GAS DEVELOPMENT IN NORTH CAROLINA'S COASTAL WATERS

WHEREAS, Bertie County is located in northeastern North Carolina, approximately seventy-five miles west of the Outer Banks; and

WHEREAS, Bertie County is comprised of fertile agricultural and timber land in the Coastal Plains, and the area is drained by the Cashie, Chowan and Roanoke Rivers, which flow into the coastal waters of the Albemarle Sound; and

WHEREAS, the Bertie County Board of Commissioners, as the duly elected governing body has made public commitments to improve agribusiness, to promote new alternative energy projects, to protect our natural resources for the enjoyment of adventure tourism activities, and to enhance waterfront development, recreation and tourism; and

WHEREAS, the Board of Commissioners strives to create job opportunities and attract capital investment; and

WHEREAS, the Board of Commissioners desires to support regional economic development strategies benefitting our neighbors in northeastern North Carolina, with infrastructure expansion, transportation improvements and expanded commercial opportunities, and

WHEREAS, Bertie County looks to its State leadership and Federal delegation in the United States Congress for bipartisan cooperation to achieve a prosperous economy for North Carolina citizens through advancements in technology for energy production and protection of our Coastal resources.

NOW, THEREFORE BE IT RESOLVED, that the Bertie County Board of Commissioners recognizes the need for continued study of our State's potential for job creation and new capital investment opportunities through examination of seismic data, geological and geophysical analysis, and biological impacts available in the exploration of offshore oil and gas production; and

BE IT FURTHER RESOLVED, that the Bertie County Board of Commissioners supports efforts to seek such offshore resource development based on scientific data, with the mutual goals of protecting our State's natural resources and expanding economic development opportunities, which will benefit all citizens of northeastern North Carolina.

Adopted this the ____ day of July, 2015.

Ronald D. Wesson, Chairman
 Bertie County Board of Commissioners

Sarah S. Tinkham, Clerk to the Board





From: Scott Sauer
Sent: Friday, July 10, 2015 4:40 PM
Subject: Update

- 1) **Cooperative Extension employee status clarification**—All NC counties operate under a memorandum of agreement with North Carolina State University for the administration of Cooperative Extension programming. Bertie County's agreement was last reviewed and adopted in 2006. For all intents and purposes, Cooperative Extension employees are viewed as County staff.

Citizens highly value 4-H, Family and Consumer Science and technical field support from their County Cooperative Extension Office, but administratively issues become confusing because of the funding formula which varies by position due to the programming funding available through the State. As such, under the current agreement with NCSU, Bertie Cooperative Extension staff are not eligible for the across the board salary adjustments or longevity pay each year without special action by the Board of Commissioners.

Richard Rhodes and I met with the State Director this week to discuss the situation, and he is amenable to working with the Commissioners in any way necessary to address the County's preference for treatment of the staff. By comparison, DSS employees, who also are covered by the State Personnel Act and have staff funding formulas based on the various programs, are treated as County employees.

Richard and I have discussed proposing to the Board that Cooperative Extension receive salary adjustments based on the pro-rated funding formula for local dollars only, and provide longevity benefits comparable to other County employees.

Finance Officer William Roberson wants to insure that the payroll system complies with binding agreements that have been approved by the Board, and in order to accomplish this proposal, Board action is necessary. This issue was identified last year, and William and I suggested to Richard that we bring it to the "new" Board in the new fiscal year. Given all of the projects and issues that the Board has addressed in the past eighteen months, this item has been on the back burner.

Bertie

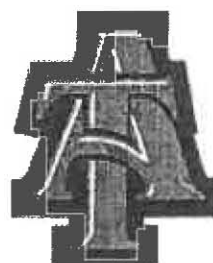
County Center Extension's
Office Copy



MEMORANDUM OF UNDERSTANDING

Between
The Board of County Commissioners
and
The North Carolina Cooperative Extension Service
North Carolina State University
and
The North Carolina Cooperative Extension Program
North Carolina A&T State University

NC STATE UNIVERSITY



TREAT AS ORIGINAL

PREAMBLE

The North Carolina Cooperative Extension Service (NCCES) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state on subjects related to agriculture and natural resources, family and consumer sciences, 4-H and youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the state.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A&T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program (NCCEP) as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

While representing two separate Universities, the North Carolina Cooperative Extension Service (NCSU) and the North Carolina Cooperative Extension Program (NCA&T) work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

Legislation further provided for a cooperative relationship among three levels of government—federal, state, and county—to ensure that the needs of all three levels are addressed.

The primary purpose of North Carolina Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information—particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; to protecting the environment and natural resources; and to empowering youth and families to lead healthier lives and become community leaders. This is accomplished by Cooperative Extension employees who are charged with carrying out the extension education programs of the university and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. This includes work with adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in the conduct and funding of this work. To this end, the following portions of this Memorandum of Understanding will detail the individual relationships and mutually agreed upon responsibilities of NCSU, NCA&T and each county that signs this agreement.

TREAT AS ORIGINAL

Part I.
**The North Carolina Cooperative Extension Service and
the North Carolina Cooperative Extension Program will:**

1. Establish minimum requirements and qualifications for employment in Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries of all Extension employees, including County Extension Directors, Extension Agents, Extension Paraprofessionals, Extension Secretaries, and any other Cooperative Extension-based positions.
6. Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.
7. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each fiscal year.
8. Provide funds for official travel necessary to conduct Extension work to the extent that funds are available and for purposes authorized by state and federal policies.
9. Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.
10. Accept responsibility and provide the leadership for administration and supervision for Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements.
11. Develop and administer a personnel management plan that will provide the annual review of each worker's performance, counseling for job improvement where needed, and periodic county program reviews.
12. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development and to assist them in conducting work in these areas.
13. Provide Extension workers with training programs as needed to maintain effective program delivery.
14. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Extension programs are based on the particular needs of people in their respective county.

15. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Extension programs and work accomplished.

Part II.

The Board of County Commissioners will:

1. Provide the County's share of salaries and benefits for Extension personnel.
2. Comply with the State of North Carolina's Worker's Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and program; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCCES/NCCEP, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Extension programs are based on specific needs and meet county programming plans.

Part III.

The North Carolina Cooperative Extension Service, the North Carolina Cooperative Extension Program, and the Board of County Commissioners mutually agree:

1. That all county Extension employment appointments and separations will be made in consultation between NCCES, NCCEP, or both (based on funding of the position), and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCCES/NCCEP shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in applying affirmative action and equal employment opportunity plans of NCCES/NCCEP.
4. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System be used in granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel. Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.

5. That Extension employees will follow county policies relative to office hours, office closings for inclement weather and holidays, and for the management and use of county property.
6. That Extension employees will not be classified under a county classification system.

7. Send-in Provisions of the Cooperative Arrangement

7.1. Transitioning to Send-In

7.1.1. All new hires to Cooperative Extension beginning January 1, 2007, and thereafter, will be covered under the "send-in" payroll arrangement provisions as outlined below.

7.1.2. All current Extension employees in non-send-in payroll arrangements as of October 1, 2006, will have two open-window options in which to convert from "non-send-in" (also known as "regular") to "send-in" per their respective individual choices. There will be two annual conversion windows in which the employees will make their choice. These two annual windows will coincide with the annual NC Flex open-enrollment dates for 2006 and 2007 as published by NC Flex. Employees must communicate their desire to change to "send-in" by submitting an official request form available from the College of Life Sciences Personnel Office at NCSU or NCCEP Administrative office. The change will be effective January 1 of the year following the communication of their choice, either 2007 or 2008. The employee must utilize the NC Flex open-enrollment period to change any applicable benefits except for retirement contributions and health insurance. Outside of these two specific open-enrollment periods, current employees will (1) remain in their respective county's payroll arrangement for the remainder of their employment in their respective county, or (2) change to "send-in" under the provisions outlined in 7.1.3. or 7.1.4. below.

7.1.3. Effective January 1, 2007, and thereafter, all current Extension employees transferring between counties into other Extension positions will be converted to "send-in" upon transfer to the new County.

7.1.4. NCCES/NCCEP will review the total population of non-send-in employees across the state annually each March 1. At such time that the total number of Extension employees across the State falls to or below 50, irrespective of the individual count in any one county, all remaining non-send-in employees will be converted to "send-in" effective January 1 of the next year. NCCES/NCCEP will notify in writing the respective Boards and County Managers by May 1, so that arrangements can be considered in time for the changing fiscal years beginning July 1.

7.2. Establishing Accounts to Operationalize the Send-In Process

To operationalize the "send-in" payroll arrangement, NCCES/NCCEP will establish a Trust Fund Account for the County at NCSU/NCA&T that will serve as the vehicle for the transfer of funds from the County to NCSU/NCA&T for use in paying the county's agreed-upon share of salary and benefits for Extension personnel.

7.2.1. Procedure for Providing Funds to the Account

A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Associate Director of Cooperative Extension via the appropriate District Extension Director. The County Finance Officer,

or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences Personnel Office or the NCA&T Personnel Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

7.2.2. Administration of the Account

The trust account will be maintained in accordance with the respective NCSU or NCA&T accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office or the NCA&T College of Agriculture and Environmental Sciences Business Office, respectively, to ensure the month-end account balance remains zero.

7.3. Employee Benefits

7.3.1. Retirement Benefits

All "send-in" Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU or NCA&T employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU or NCA&T.

7.3.2. Taxes and Fringe Benefits

The County will be responsible for providing their proportional share of fringe benefits for all send-in Extension personnel, including but not limited to the following:

7.3.2(a) Employer contributions to all applicable Federal and State taxes.

7.3.2(b) Employer contribution to the State Retirement System per N.C. General Statute §135, or to the Optional Retirement Plan per N.C. General Statute §135-5.1.

7.3.2(c) Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

7.3.3. Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2).

7.3.3(a) The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

7.3.3(a)(1) All secretarial and any other positions designated as SPA (subject to the State Personnel Act); and

7.3.3(a)(2) All Program Assistants/Associates who are not funded

by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.

7.3.3(b) NCSU/NCA&T will provide full and direct coverage for their respective Extension employees subject to the respective University's workers' compensation insurance within the respective University's insurance program. Extension employees for whom the respective University will maintain workers' compensation coverage are the following:

7.3.3(b)(1) All County Extension Directors and Extension Agents.

7.3.3(b)(2) All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

7.3.4. NCSU/NCA&T will process severance pay under reductions-in-force (RIFs) as approved under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.

7.3.5. The County will pay its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSP and/or UNC System guidelines, and any bonus leave balance as explicitly approved per each county per year granted, upon an employee's separation.

7.3.6. The County will pay its proportional share of state longevity for SPA employees upon an employee's service anniversary date.

7.3.7. The County will pay its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Extension employees that are subject to Fair Labor Standards Act or North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

7.4 Optional County-paid Salary Increases or Bonuses to Extension Personnel

At their discretion, Counties may award additional permanent salary increases or one-time pay awards to Extension Personnel. If this is so desired by the County under the "send-in" payroll arrangement, this action must be communicated to the appropriate District Extension Director's office no later than the first of any month in which the desired increase or bonus is to be applied.

8. Optional Lock-in Provision

This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.

8.1 Salary Adjustments for SPA Employees under the Lock-in Provision

County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for state employees as approved by the General Assembly will serve as the basis for compensation adjustments and both the County and NCSU/NCA&T will adhere to the lock-in plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

- 8.1.1. Across-the-board adjustments,
- 8.1.2. Cost-of-living adjustments (COLA),
- 8.1.3. Merit adjustments,
- 8.1.4. Bonuses (in any form conveyed), and
- 8.1.5. Promotion, classification, market, or equity adjustments.

8.2. Salary Adjustments for EPA Employees under the Lock-In Provision

County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for University employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU/NCA&T will adhere to the plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

- 8.2.1. Across-the-board adjustments,
- 8.2.2. Cost-of-living adjustments (COLA),
- 8.2.3. Merit adjustments,
- 8.2.4. Bonuses (in any form conveyed), and
- 8.2.5. Promotion, classification, market, or equity adjustments.

8.3. Enacting the Lock-in Provision

By signing at this section separately, the County and NCSU/NCA&T shall adhere to the following provisions, guidelines, and procedures.

Salary and Benefits

Salaries and benefits, as delineated above in 7.3, may be split on the basis of either (Option A) type of employee (EPA and/or SPA), or (Option B) individual position.

The County and NCSU/NCA&T agree on the following proportional salary and benefits funding percentages, applicable throughout the duration of this Memorandum of Understanding:

8.3. Option A.

All EPA employees _____ % County _____ % NCSU/NCA&T

All SPA employees _____ % County _____ % NCSU/NCA&T

* any position added to this county's staff of Extension Personnel subsequent to the effective date of this Agreement will adhere to the above percentages.

Board Chair or County Manager Signature	Printed Name	Title	Date
<i>Signature for Option A Lock-in Provision ONLY</i>			

OR

8.3. Option B. Each position shared per the list of detailed percentages below:

_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T

* any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NCA&T subsequent to the effective date of this Agreement will document the funding splits in correspondence between this County and NCSU/NCA&T, and will become a part of this Agreement.

Board Chair or County Manager Signature	Printed Name	Title	Date
<i>Signature for Option B Lock-in Provision ONLY</i>			


TREAT AS ORIGINAL


9. A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.

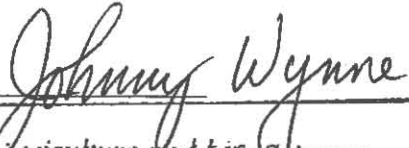
We are in agreement with the above description of the responsibilities and relationships, and that this Memorandum of Understanding may be reviewed at any time. Each party is responsible for all actions for which they have sole responsibility or for which they take unilateral action.

Signatures of the persons below authorize execution of this document, commencing on 1-1-07 (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date. Termination of this agreement shall have the effect of withdrawal of Cooperative Extension activities and programs in the County.

Signature:  Date: 11-13-06
Chairperson or Designee
Board of County Commissioners
Bertie County

Signature:  Date: 11-30-06
Director
North Carolina Cooperative Extension Service
North Carolina State University

Signature:  Date: 12/7/06
Administrator
North Carolina Cooperative Extension Program
North Carolina A&T State University

Signature:  Date: 12/1/06
Dean
College of Agriculture and Life Sciences
North Carolina State University

TREAT AS ORIGINAL

TEMPLATE
NOTIFICATION OF SIGNING OF MOU
AND
EMPLOYEES MOVING TO SEND-IN

CED's, please use this template as notification to the District Office of the signing of the MOU and to document the disposition of the staff who move from REGULAR to SEND-IN.

If no changes are made as a result of the signing of the MOU, please feel free to edit/remove those parts of this memorandum, but do still send in the letter to alert all as to the MOU being signed by the Board.

Please note that this letter must be received no later than December 15, 2006, for 1/1/2007 implementation, or, thereafter, at least 30 days prior to the month of requested implementation.

date, 2006

To: (Name), (District) District Extension Director
(if necessary) (Name), Regional Coordinator, NCA&TSU

From: (Name), (County) County Extension Director

Subject: Notification of MOU signing and
Employee Disposition from Regular to Send-In Payroll Option

I am pleased to notify you that the (County Name) Board of County Commissions signed the new Memorandum of Understanding (MOU) at their regular meeting on (date), 2006. This will allow all new hires and transfers to start as "send-in" as of January 1, 2007.

In response to the Board of Commissioners signing of the new MOU, several Cooperative Extension employees in (County name) County are moving to the send-in payroll arrangement effective January 1, 2007 (or 2008). Specifically, the following employees will change from "regular" to "send-in":

- Sheri Schwab, County Extension Director
- Sheri Schwab, 4-H Extension Agent
- Sheri Schwab, FCS Extension Agent
- Sheri Schwab, 4-H Program Associate
- Sheri Schwab, EFNEP Program Assistant
- Sheri Schwab, Administrative Secretary
- Sheri Schwab, County Extension Secretary

Only one employee will not be moving to the send-in payroll arrangement:
Sheri Schwab, Community and Rural Development Extension Agent

Please allow this letter to serve as official documentation of the disposition of the entire Cooperative Extension staff of (County name) County. Do not hesitate to contact me if you have any questions.

Cc: CALS Personnel
County Manager

NCCES ADMINISTRATIVE HANDBOOK

PROCEDURES

Memorandum of Agreement

Between the
North Carolina Cooperative Extension Service/North Carolina State University
and Bertie County

The Memorandum of Agreement is to provide for the establishment of a procedure and a Trust Fund Account at North Carolina State University to be of service to Bertie County in a payroll program that places individuals who are employed with the North Carolina Cooperative Extension Service (either jointly or entirely paid by said county) under one payroll system.

Bertie County, hereinafter designated as said county, and the North Carolina Cooperative Extension Service/North Carolina State University, hereinafter designated NCSU, shall adhere to the following provisions:

1. **Name of Account**--The account shall be known as the Bertie County Payroll Trust Account.
2. **Purpose of Account**--The purpose of the account is to provide a mechanism whereby funds can be transferred from said county to NCSU for use in paying the salary and benefits to Cooperative Extension employees of said county and NCSU in a single monthly paycheck.
3. **Procedure for Providing Funds to the Account**--A State Treasurer's Electronic Payment System (STEPS) form will be completed and the *original* returned with the Memorandum of Agreement. A designated representative of said county, as defined on the STEPS form, will receive notification from the College of Agriculture & Life Sciences Personnel Office approximately one week before payday advising of the amount due. The day before payday, generally the last working day of the month, the State Treasurer's Office will initiate a draft against said county's account listed on the STEPS form. The trust account maintained for county salaries will be audited and reconciled by the Extension Accounting Office to assure the month end account balance remains zero.
4. **Administration of the Account**--The trust account will be maintained in accordance with NCSU accounting policies and procedures. Receipts and expenditures, including salaries and fringe benefits for affected individuals, will be handled through the trust account. A report, generated by the NCSU accounting system, including receipt, expenditure, and the current status of the account, will be provided quarterly to said county by NCSU.
5. **Employee Benefits**--Affected employees will participate solely in the North Carolina State

Retirement System and accompanying North Carolina Disability Income Plan. They also will be eligible for NCSU employee benefits for which they qualify. The College of Agriculture & Life Sciences Personnel Office will facilitate the transfer of employees from joint state/local retirement to the State Retirement System. Affected employees will follow state vacation and sick leave policies. Leave maintenance will be administered entirely by the College of Agriculture & Life Sciences Personnel Office. Said county will be responsible for providing their proportional share of fringe benefits, including but not limited to the following:

- A. Said county will pay their proportional share of the employer contribution to the State Retirement System per G.S. 135.
- B. Said county will pay their proportional share of state health insurance matching charges per G.S. 135.
- C. Workers' Compensation will be administered per SB 162.
 - 1. All county extension employees with professional rank as designated in the Memorandum of Understanding between the NC Cooperative Extension Service, NC State University, and the Boards of County Commissioners shall be deemed, for workers' compensation, to be employees of the State of NC (county directors, extension agents, and EFNEP program assistants).
 - 2. All other county extension employees paid from state or county funds shall be deemed, for workers' compensation, to be employees of the county Board of Commissioners in the county in which the employee is employed (4-H program assistants, family nutrition program assistants, secretaries, technicians and any other program support positions).
- D. Severance pay for County Extension Secretaries and Unemployment Compensation will be handled by the University.
- E. Said county will pay their portion for accrued vacation leave up to a maximum of 240 hours upon an employee's separation.
Yes No
- F. Said county will pay their portion of state longevity for County Extension Secretaries.
Yes No
- G. Said county will provide monies to extension employees for payment of an employer matching benefit for the NC 401(k) or other tax deferred programs. These monies will be paid in a lump sum on an annual basis and will not be included in the monthly base salary. Official notification in writing from said county of the lump sum dollar amount to be paid to each employee will be processed for payment and billed to the county for reimbursement to NCSU on the date checked.
Yes No
June 30
July 1
Dec 31

H. Said county will provide monies to extension employees as bonuses, county longevity, and/or reimbursement for benefit plans, such as dental costs, in whole or in part. These monies will be paid in a lump sum on an annual basis and will not be included in the monthly base salary. Official notification in writing from said county of the lump sum dollar amount to be paid to each employee will be processed for payment and billed to the county for reimbursement to NCSU on the date checked.

Yes ___ No
June 30 _____
July 1 _____
Dec 31 _____

6. The effective beginning date for implementing this Agreement will be 2-2-04, and it may be reviewed annually and may be terminated by either party with a sixty-day notice in writing.

Signed:



Chair, Board of County Commissioners

2-2-04

Date

ATTEST:



Clerk to Board

2-2-04

Date

Director, North Carolina Cooperative Extension Service
North Carolina State University

Date

Director of Purchasing
North Carolina State University

Date



Choanoke Area Development Association of NC, Inc.
Post Office Box 530 * Rich Square, North Carolina 27869
Telephone: 252.539.4155 * Fax: 252.539.2048
www.nc-cada.org

July 16, 2015

Ronald Wesson, Chairman
Bertie County Board of Commissioners
Post Office Box 530
106 Dundee Street
Windsor, North Carolina 27983

Dear Mr. Wesson:

RE: Request to Lease County Owned Space for NCWorks Center

CADA is interested in leasing the space located at 128 E Granville Street, Windsor, NC, that was previously used by Pathways to Independence to serve as the Bertie County NCWorks Center and house several programs/partners. It is our understanding that the previous tenant paid a set utility monthly payment for the space. CADA is requesting to pay a set monthly utility payment for the space. However, CADA's budget is very limited, and any County assistance with this need for space to serve Bertie residents will be appreciated.

Please advise if the County is interested in leasing the space to CADA, and what the cost and what the next steps will be. We will need to provide notice to our current landlord. It is our hope to be in the facility by October 1, 2015. We will need to give a notice by the end of July so we may officially be relocated by October 1, 2015.

CADA appreciates the assistance of the Commissioners and County Manager to resolve our space and budget problems.

Sincerely,


Sallie P. Surface, Executive Director

CC: Scott Sauer, Bertie County Manager