

**Windsor, North Carolina
October 24, 2016
Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting inside the Kelford Community Building located at 107 Broadway Street, Kelford, NC at 7:00PM. 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
Finance Officer William Roberson
Emergency Services Director Mitch Cooper

Leslie Beachboard of the Bertie Ledger-Advance and Cal Bryant of the Roanoke-Chowan News Herald were present from the media.

CALL TO ORDER

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

INVOCATION/PLEDGE OF ALLEGIANCE

Chairman Trent led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Norman Cherry, President of Bertie-Martin Community College, was present to notify the Board of a class currently in session for senior citizens wanting to learn basic computer skills. Additionally, he announced a 2-day class for those interested in receiving their concealed weapons permit. The class is due to begin after Christmas. The course fee is \$70. Anyone interested in the course is urged to contact Martin Community College.

There were no other public comments.

APPOINTMENTS

Hurricane Matthew – Storm Wrap Up by Emergency Services Director, Mitch Cooper

Emergency Services Director, Mitch Cooper, provided a brief update about the procedures being following to recover from Hurricane Matthew.

He also announced that as of Saturday, October 22nd, FEMA set up its Disaster Recovery Center inside the Council on Aging Building. The Center will be open and taking applications until Sunday, October 30th.

Additionally, Mr. Cooper encouraged all citizens that were impacted by the flooding to please visit the Disaster Recovery Center early to fill out a funding application.

All Commissioners commended Mr. Cooper for his response to the 2 recent flooding events, and also agreed that the sooner citizens applied for FEMA, the better.

Then, Mr. Cooper addressed molding concerns and described it as the “biggest public health concern” following the catastrophic flooding. It was recommended that everyone thoroughly inspect inside and underneath their homes for wet subflooring, duct work, insulation, etc. If molding is discovered, or if conditions are right for mold to form, then citizens are urgently asked to contact the County or FEMA to begin receiving recommendations for removal.

He mentioned that cleaning kits were available as well for the cleanup process.

Lastly, Mr. Cooper responded to concerns regarding storm debris. He announced that a Request for Proposals (RFP) process was due to begin in the near future to begin receiving bids for debris management. All townships will also be included under the same RFP.

Ms. Mardi Millons, Intergovernmental Affairs Agent with FEMA, was also present to answer questions. She briefly discussed that a buy-out program was “rare,” and that it would most likely not occur “for a while,” and that the State of North Carolina would have “more of a say,” than FEMA about whether or not that would take place as a result of Hurricane Matthew.

Colerain Commissioner, Bill Harrell – generators for emergency shelters

This matter was deferred to a future meeting.

BOARD APPOINTMENTS

There were no Board Appointments.

CONSENT AGENDA

Upon review by Chairman Trent, Vice Chairman Bazemore made a **MOTION** to approve the Consent Agenda items below. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 10-6-16, Closed Session 10-6-16
2. **Budget Amendment** – #17-02
3. **Tax Release Journal** – August 2016
4. **Commissioners Meeting Schedule** -- 2017

DISCUSSION AGENDA

Water District II – DWSRF Loan Resolution confirming offer and acceptance

This item was recommended for approval.

Bertie County Water District II

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the Safe Drinking Water Act amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund Loan in the amount of \$1,339,350 for the replacement/installation of: 1) altitude valves at three EST sites, and 2) chlorine analyzers, static-level gauges, and totalizers at three well sites; 3) replace standby generator at 1 BPS site; and 4) install SCADA/telemetry at four (each) BPS and EST sites, three supply well sites, and one existing, as well as three new control-valve vault sites.

WHEREAS, the Bertie County Water District II intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BERTIE COUNTY WATER DISTRICT IV:

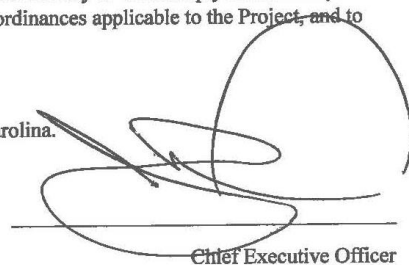
That the Bertie County Water District II does hereby accept the Drinking Water State Revolving Fund Loan offer in the amount of \$1,339,350; and

That the Bertie County Water District II does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of a Drinking Water State Revolving Fund Loan; and

That Scott Sauer, Bertie County Manager, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the Bertie County Water District II has compiled substantially or will comply substantially with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

Adopted this the 24th day of October, 2016 at Kelford, North Carolina.



Chief Executive Officer

10/24/16

Date

Water District IV - DWSRF Loan Resolution confirming offer and acceptance

This item was recommended for approval.

Bertie County Water District IV

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the Safe Drinking Water Act amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking-water system owners in financing the cost of construction for eligible drinking-water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Drinking Water State Revolving Fund Loan in the amount of \$1,678,550 for the Town of Roxobel/BCWD IV Water System Merger: Install app. 3 miles of 6-inch PVC mains et al to connect Roxobel's and BCWD IV's systems at three locations; construct a 100-gpm duplex BPS with stand-by generator; replace existing controls with SCADA at 11 sites (8 wells/3 ESTs), replace 3 altitude valves, install 2 PRVs; replace app. 170 meters in Roxobel for compatibility with BCWD IV.

WHEREAS, the Bertie County Water District IV intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BERTIE COUNTY WATER DISTRICT IV:

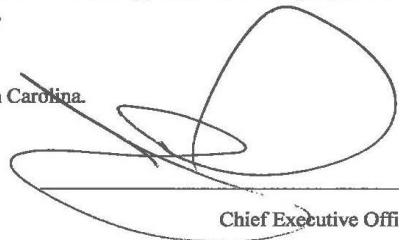
That the Bertie County Water District IV does hereby accept the Drinking Water State Revolving Fund Loan offer in the amount of \$1,678,550; and

That the Bertie County Water District IV does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of a Drinking Water State Revolving Fund Loan; and

That Scott Sauer, Bertie County Manager, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the Bertie County Water District II has compiled substantially or will comply substantially with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

Adopted this the 24th day of October, 2016 at Kelford, North Carolina.



Chief Executive Officer

10/24/16

Date

Water District IV – Resolution confirming offer and acceptance of Water Infrastructure Fund

This item was recommended for approval.

Bertie County Water District IV

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the North Carolina General Statutes Chapter 159G has create Asset Inventory and Assessment grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$88,800 to perform asset inventory and assessment work, and

WHEREAS, the Bertie County Water District IV intends to perform said project in accordance with the agreed scope of work,

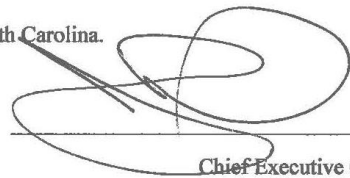
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE BERTIE COUNTY WATER DISTRICT IV:

That the Bertie County Water District IV does hereby accept the State Reserve Grant offer of \$88,800; and

That the Bertie County Water District IV does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Scott Sauer, Bertie County Manager, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 24th day of October, 2016 at Kelford, North Carolina.



Chief Executive Officer

10/24/16

Date

Parks and Recreation Trust Fund contract grant agreement

This item was recommended for approval.

The contract grant agreement reads as follows:

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACTOR'S FEDERAL I.D.
XXXX 0276

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: County of Bertie
Project Number: 821

Project Title: Albemarle Sound Public Waterfront Access

Period Covered By This Agreement: 42675 to 43769

Project Scope (Description of Project): Land Acquisition of 137 Acres

Project Costs:	PARTF Amount	\$ <u>500,000</u>
	Local Government Match	\$ <u>750,000</u>

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the ___ County of Bertie ___ (hereinafter referred to as "Grantee", and together "Parties" or "Party") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) Administrative Rules and Grant Application which are hereby by reference made a part of the PARTF Grant Contract, (hereinafter "Grant" or "Contract"), and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this Contract.

Now, therefore, the Parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the Contract period, be documented in the grant application, described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this Contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the Contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the Contract

period or Contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the Contract and PARTF project to which they are applicable. The State Auditor and the Department's Internal Auditors shall have access to persons and records as a result of all Contracts and Grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. The final payment will be made Net 30 days after inspection by the Department's Contract Administrator.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without written approval of the Department. When one of the conditions in the Contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the Contract period, the Grantee must submit in writing a request to the Department for approval. Thus Contract shall not be amended orally or by performance but only through a written amendment duly executed by the Parties.
2. The Grantee shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual Contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the Contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this Contract;
 - b. The contractor shall be responsible for all Subcontractor activities including adherence by Subcontractors for all requirements of this Contract;
 - c. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - d. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator. Scott Sauer is designated by the Grantee as key personnel for purposes of this Contract. The Department designates John Poole, PARTF Grant Program Manager as the Contract Administrator for the Contract. Either party may designate a different Contract Administrator upon written notice to the other party.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Marcia Lieber, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9303 Email: marcia.lieber@ncparks.gov	Bertie County Attention: Mr. Scott Sauer Address: Post office Box 530 106 Dundee Street Windsor, NC 27983 Telephone: 252-794-5327 Email: scott.sauer@bertie.nc.gov

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant Contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier Contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this Contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this Contract, the Department shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: County of Bertie
Title of Project: Albemarle Sound Public Waterfront Access
Project Number: 821
Contract Number: 2017-821
Amount of Grant: \$ 500,000
Amount of Match: \$ 750,000
Contact Person for Project: Scott Sauer
Title: County Manager
County of Bertie
Address: Post office Box 530
106 Dundee Street
Windsor, NC 27983
Telephone: 252-794-5327
Contact email address: scott.sauer@bertie.nc.gov

Scope of Project: Land Acquisition of 137 Acres

Length of Project: 36 months (42675– 43769)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Bertie grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Project Costs

**Albemarle Sound Public Waterfront Access – Bertie County, NC
May 2, 2016**

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Value of Land to be Purchased or Donated			
Land	137 acres	Lump Sum	\$1,250,000
Total Project Cost			\$1,250,000
Total PARTF Grant Request			\$500,000
Total Local Match			\$750,000

Sources of the Applicant's Matching Funds

Use the format below to show the sources of your matching funds. Please indicate if these funds are currently available or are the funds yet to be approved. If funds are yet to be approved, list the date for approval.

Applicant: Bertie County Project's Title: Albemarle Sound Public Waterfront Access

Sources of the Applicants Matching Funds (Example)

Type of Matching Funds	Amount of Funds	Funding Source	Availability
Cash	\$ 500,000	Town's Budget	Town's Approved Budget
State Grant*	\$ 250,000	CAMA Public Beach and Coastal Waterfront Access	Invited to Submit Full Application August 2016
Total Matching Funds	\$750,000		

*PARTF allows other state and federal funding to be used as local match.

Commissioner Wesson made a **MOTION** to approve Discussion Items D-1 to D-4. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

COMMISSIONER'S REPORTS

Commissioner Wesson commended all Bertie County employees for their dedication to the citizens of Bertie County during the two recent flood events. He also encouraged the Planning/Inspections Department to find ways of alleviating some financial burdens for local business owners as they are trying to rebuild.

Vice Chairman Bazemore forwarded various messages of good will from areas around North Carolina, including Gary Miggs, a Commissioner from Camden County. She also thanked Reverend Dr. Ricky Banks of St. Stephen Missionary Baptist Church for their donation of bottled water and cleaning supplies. She also requested that the County have representatives from Republic Services back to discuss various citizen concerns. Lastly, she reported that if anyone has or notices blocked jeggings in their area to please call NCDOT with the address. NCDOT will be fixing full and blocked jeggings.

Commissioner Lee thanked Kashi B. Hell, Found and Executive Director of Heritage Collegiate Leadership Academy (HCLA), for her hard work in collecting a significant number of donations for flood victims in Bertie County.

Commissioner White encouraged the Board to form a Cashie River Flood Committee to discuss future response protocols for future storm events. He also commented all first responders as well as volunteers for stepping up during their community's time of need.

COUNTY MANAGER'S REPORTS

Per a question from Commissioner White, County Manager Sauer discussed the latest efforts to reopen the Lawrence Memorial Library in Windsor. Mr. Sauer reported that the Library had just about dried out from Tropical Storm Julia when Hurricane Matthew made its way into Eastern

North Carolina. He stated that all books and computers were still in storage, but that the building was in need of repair before it could be reopened. He also noted that he had already received over \$100,000 in cleaning bill costs.

COUNTY ATTORNEY'S REPORTS

The County Attorney gave no remarks at this time.

PUBLIC COMMENTS

Randy Cherry of Aulander was present to share his concerns regarding his potential place of business down on the Cashie River in Windsor. He stated that he had concerns with the County permitting process, and the costs that could potentially be required to get the building up to code since over half of it was damaged by flooding.

ADJOURN

Chairman Trent adjourned the meeting at 8:00PM.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board