

# Bertie County Board of Commissioners



December 4, 2017  
**4:00 PM**

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

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**December 4, 2017**  
**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.*

- 4:00-4:05** Welcome and Call to Order by Chairman Trent
- 4:05-4:15** Opening Invocation and Pledge of Allegiance by Commissioner White
- 4:15-4:25** Election of Chairman presided by County Manager Sauer
- 4:25-4:30** Election of Vice-Chairman
- 4:30-4:35** 5-minute Recess
- 4:55 – 5:00** Comments from the Commissioners
- 5:00 – 5:15** Public Comments

(A)

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

- 5:15 – 5:30** Introductions of new President and Chief Financial Officer of Roanoke-Chowan Community College

**Board Appointments (B)**

1. Jury Commission
2. Vidant Bertie Director's Council
3. CADA Board

**Consent Agenda (C)**

1. Approve Minutes for Regular Meeting 11-6-17
2. Approve Minutes for Closed Session 11-6-17
3. Approve Minutes for Work Session 11-6-17
4. Approve Bonds held for Bertie County officials
5. Approve Register of Deeds Fees Report – November 2017
6. Tax Department Release Journal – October 2017
7. Budget Amendments
8. Approve recommendation for CDBG-DR and NCDRA 2017 program administration based on recent RFP, and award contract to Holland Consulting Planners

9. Approve NCSU project schedule extension adding 180 days
10. Approve NC Department of Natural and Cultural Resources grant agreement for \$80,000 state appropriation for Blue Jay Recreation Park

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

**Discussion Agenda (D)**

1. Review recent Hurricane Matthew recovery program correspondence
2. Financial update and progress report on the audit for the fiscal year ended June 30, 2017
3. Courthouse security renovation project update and budget amendment
4. Animal Shelter renovation update
5. Discuss proposed cancelation of December 18, 2017 meeting due to Christmas holiday
6. Looking Ahead: pending items/updates

**Commissioners' Reports (E)**

**County Manager's Reports (F)**

**County Attorney's Reports (G)**

**Public Comments Continued**

**Closed Session**

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

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

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

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

**Adjourn**



# Bertie County

## Board of Commissioners

### **2017 BOARD REORGANIZATION AND ELECTION OF OFFICERS**

At this time, County Manager Sauer will oversee the election of the 2016 Chairman. The Board will also vote to elect a 2016 Vice Chairman. This process is being completed in accordance with **NCGS § 153A-39**.

The full statute is listed below:

### **NCGS § 153A-39**

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

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

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

---

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



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** A-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Introductions of new President and Chief Financial Officer of Roanoke-Chowan Community College

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---



NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET  
 (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: Roanoke-Chowan CC  
 Institution Number: 868

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
Revenue Detail (excluding capital improvement projects)				
State	\$ 6,591,412			\$ 6,591,412

\*Includes Federal funds that are allocated to colleges by the State Board and are processed through the 112.

County Funds  
 County Appropriations (list each county separately below):

Hertford County	\$	978,839		\$ 978,839
Bertie County	\$	55,000		\$ 55,000
Northampton County	\$	60,000		\$ 60,000
	\$	-		\$ -
	\$	-		\$ -
	\$	-		\$ -
	\$	-		\$ -
(If necessary, add lines above for add'l counties)				
Misc. County Revenue	\$	53,200		\$ 53,200
<b>Total County Funds</b>	\$	<b>1,147,039</b>		\$ <b>1,147,039</b>

Institutional Funds  
 Federal Sources:

Federal Pell and other Federal student aid grants	\$		1,655,622	\$ 1,655,622
Federal Direct Loans	\$		35,563	\$ 35,563
Federal Work-Study Program	\$		-	\$ -
Other Federal Grants (list):	\$			\$ -
Overhead Receipts	\$		1,771	\$ 1,771
Student Support Services	\$		314,876	\$ 314,876
	\$			\$ -
	\$			\$ -

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET  
 (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: Roanoke-Chowan CC

Institution

Number: 868

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget

(If necessary, add lines above)				
Total Revenues From Federal	\$ -	\$ -	\$ 2,007,832	\$ 2,007,832

**Fees:**

Parking Fees			\$ 21,360	\$ 21,360
Student Activity Fees			\$ 37,721	\$ 37,721
Course Specific Fees			\$ 20,500	\$ 20,500
Technology Fees			\$ 32,194	\$ 32,194
Self-Supporting Course Fees			\$ 36,362	\$ 36,362
Other Fees (list, if applicable):				
Patron Fees			\$ 4,500	\$ 4,500
Graduation Fees			\$ 4,758	\$ 4,758
Transcript Fees			\$ 4,995	\$ 4,995
(If necessary, add lines above)				
Total Revenues from Fees	\$ -	\$ -	\$ 162,390	\$ 162,390





NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET  
 (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: Roanoke-Chowan CC

Institution Number: 868  
 State Budget 1 County Budget 2 Institutional Budget 3 Total Budget 4

**Expenditure Detail (excluding capital improvement projects)**

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
<b>100 INSTITUTIONAL SUPPORT</b>				
110 Executive Management	\$ 653,308	\$ 7,486	\$ -	\$ 660,794
120 Financial Services	\$ 273,124	\$ -	\$ -	\$ 273,124
130 General Administration	\$ 759,779	\$ 124,984	\$ -	\$ 884,763
140 Information Systems - Admin.	\$ 512,630	\$ -	\$ -	\$ 512,630
<b>TOTAL INSTITUTIONAL SUPPORT</b>	<b>\$ 2,198,841</b>	<b>\$ 132,470</b>	<b>\$ 35,563</b>	<b>\$ 2,366,874</b>
<b>200 INSTRUCTIONAL - CURRICULUM</b>				
220 Associate Degree	\$ 2,390,297	\$ -	\$ -	\$ 2,390,297
<b>TOTAL INSTRUCTIONAL - CURRICULUM</b>	<b>\$ 2,390,297</b>	<b>\$ -</b>	<b>\$ 57,194</b>	<b>\$ 2,447,491</b>
<b>300 CONTINUING EDUCATION</b>				
310 Occupational Education	\$ 378,025	\$ -	\$ -	\$ 378,025
311 Occupational Support	\$ 225,188	\$ -	\$ -	\$ 225,188
320 Basic Skills Plus	\$ -	\$ -	\$ -	\$ -
321 Adult Basic Education/ESL	\$ 132,680	\$ -	\$ -	\$ 132,680
322 Adult High School & GED	\$ -	\$ -	\$ -	\$ -
323 Compensatory Education	\$ -	\$ -	\$ -	\$ -
324 GED Testing	\$ 7,279	\$ -	\$ -	\$ 7,279
363 Small Business Center	\$ 102,638	\$ -	\$ -	\$ 102,638
364 Customized Trng - Bus & Ind Support (Admin.)	\$ 40,000	\$ -	\$ -	\$ 40,000
365 Customized Trng - Bus & Ind Support (Instruct.)	\$ 7,500	\$ -	\$ -	\$ 7,500
370 NC Military Business Center (FTCC)	\$ -	\$ -	\$ -	\$ -
371 NC Research Campus - Kannapolis (RCCC)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL CONTINUING EDUCATION</b>	<b>\$ 893,310</b>	<b>\$ -</b>	<b>\$ 36,362</b>	<b>\$ 929,672</b>

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET  
 (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: Roanoke-Chowan CC

Institution Number: 1 868 2 3 4  
 State Budget County Budget Institutional Budget Total Budget

Expenditure Detail (excluding capital improvement projects)

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
<b>400 ACADEMIC SUPPORT</b>				
410 Library/Learning Center	\$ 272,128			\$ 272,128
421 Curriculum - Admin.	\$ 67,164			\$ 67,164
422 Continuing Education - Admin.	\$ 195,181			\$ 195,181
430 Information Systems - Academic	\$ -			\$ -
<b>TOTAL ACADEMIC SUPPORT</b>	<b>\$ 534,473</b>	<b>\$ -</b>	<b>\$ 314,876</b>	<b>\$ 849,349</b>
<b>500 STUDENT SUPPORT</b>				
510 Student Services	\$ 437,901			\$ 437,901
530 Child Care	\$ 22,259			\$ 22,259
<b>TOTAL STUDENT SUPPORT</b>	<b>\$ 460,160</b>	<b>\$ -</b>	<b>\$ 88,961</b>	<b>\$ 549,121</b>
<b>600 OPERATION &amp; MAINTENANCE OF PLANT</b>				
610 Plant Operation		\$ 824,999		\$ 824,999
620 Plant Maintenance		\$ 174,570		\$ 174,570
680 Innovation Quarters (Forsyth Tech CC)	\$ -	\$ -		\$ -
<b>TOTAL OPERATION &amp; MAINTENANCE OF PLANT</b>	<b>\$ -</b>	<b>\$ 999,569</b>	<b>\$ -</b>	<b>\$ 999,569</b>
<b>700 PROPRIETARY/OTHER</b>				
			\$ 104,145	\$ 104,145
<b>800 STUDENT AID</b>				
			\$ 1,657,393	\$ 1,657,393
<b>900 CAPITAL OUTLAY (excluding capital improvement projects)</b>				
920 Equipment	\$ 40,289	\$ 15,000		\$ 55,289
923 Basic Skills/Literacy Equipment	\$ -			\$ -
930 Instructional Resources (Books)	\$ 25,000			\$ 25,000
940 Equipment - State CATEGORICAL Funds	\$ 49,042			\$ 49,042
<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 114,331</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 129,331</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,591,412</b>	<b>\$ 1,147,039</b>	<b>\$ 2,294,494</b>	<b>\$ 10,032,945</b>

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)  
OPTIONAL WORKSHEET

College Name: Roanoke-Chowan CC  
 Institution Number: 868

3

Institutional Budget

Expenditure Detail (excluding capital improvement projects)

**INSTITUTIONAL BUDGET DETAIL**

01 CURRENT UNRESTRICTED	
1XX Institutional Support	
2XX Instruction	\$ 25,000
3XX Continuing Education	\$ 36,362
4XX Academic Support	
5XX Student Support	
6XX Plant Operations & Maint.	
7XX Proprietary/Other	
8XX Student Aid	
9XX Capital Outlay (excluding capital improvements)	
<b>TOTAL CURRENT UNRESTRICTED</b>	<b>\$ 61,362</b>

02 CURRENT RESTRICTED	
1XX Institutional Support	\$ 35,563
2XX Instruction	\$ 32,194
3XX Continuing Education	
4XX Academic Support	\$ 314,876
5XX Student Support	\$ 88,961
6XX Plant Operations & Maint.	
7XX Proprietary/Other	
8XX Student Aid	\$ 1,657,393
9XX Capital Outlay (excluding capital improvements)	\$ -
<b>TOTAL CURRENT RESTRICTED</b>	<b>\$ 2,128,987</b>

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)  
**OPTIONAL WORKSHEET**

College Name: Roanoke-Chowan CC  
 Institution Number: 868

3

**Expenditure Detail (excluding capital improvement projects)**

Institutional Budget

<b>05 PROPRIETARY/OTHER (colleges will vary)</b>	
72X Bookstore	\$ 23,281
73X Vending/Food Service	\$ 6,611
74X Parking	\$ 21,360
76X Internal Services	
77X Student Activity	\$ 47,474
Other Proprietary/Other Activities (list below):	
Live Projects/Patron	\$ 5,419

**(If necessary, add lines above)**

9XX Capital Outlay (excluding capital improvements)	
<b>TOTAL PROPRIETARY</b>	<b>\$ 104,145</b>

**06 LOAN FUNDS**  
 8XX Student Aid

**Total Institutional**

1XX Institutional Support	\$ 35,563
2XX Instruction	\$ 57,194
3XX Continuing Education	\$ 36,362
4XX Academic Support	\$ 314,876
5XX Student Support	\$ 88,961
6XX Plant Operations & Maint.	\$ -
7XX Proprietary/Other	\$ 104,145
8XX Student Aid	\$ 1,657,393
9XX Capital Outlay (excluding capital improvements)	\$ -
<b>TOTAL INSTITUTIONAL</b>	<b>\$ 2,294,494</b>

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
COLLEGE FY 2017-18 CAPITAL IMPROVEMENTS BUDGET

College Name: Roanoke-Chowan CC  
Institution Number: 868

	1	2	3	4
	State	County	Institutional	Total
State Funds (funds reimbursed by System Office) *	\$ 5,554,838			\$ 5,554,838

<b>County Funds</b>				
County Appropriation for CI Projects		\$ 350,000		\$ 350,000
County GO Bond Funds				
Other County Revenue/Financing				
Fund Balance for CI Projects				
County Subtotal		\$ 350,000		\$ 350,000

<b>Institutional Funds</b>				
Federal Grant				\$ -
Private Gift/Donation				\$ -
Private Grant(s) and Other Sources (list below):				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
(if necessary, add lines above)				\$ -
Institutional Subtotal				\$ -

<b>Total Capital Improvement Project Revenues</b>	\$ 5,554,838	\$ 350,000	\$ -	\$ 5,904,838
910 Buildings and Grounds				\$ -
Repairs and Renovations/New Construction	\$ 5,554,838	\$ 350,000		\$ 5,904,838
<b>Total Expenditures</b>	\$ 5,554,838	\$ 350,000	\$ -	\$ 5,904,838

<b>NET (Est. Revenues - Expenditures)</b>	\$ -	\$ -	\$ -	\$ -
---	------	------	------	------

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
 COLLEGE FY 2017-18 BUDGET  
 (EXCLUDING CAPITAL IMPROVEMENT PROJECTS)

College Name: Roanoke-Chowan CC  
 Institution Number: 868

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
Summary of Revenues (excluding capital improvement projects)				
State*	\$ 6,591,412			\$ 6,591,412
County Funds		\$ 1,147,039		\$ 1,147,039
Institutional Funds			\$ 2,294,494	\$ 2,294,494
Operating Revenue Subtotal	\$ 6,591,412	\$ 1,147,039	\$ 2,294,494	\$ 10,032,945
Fund Balance Appropriated		\$ -	\$ -	\$ -
<b>Total Funds Available</b>	<b>\$ 6,591,412</b>	<b>\$ 1,147,039</b>	<b>\$ 2,294,494</b>	<b>\$ 10,032,945</b>

	1	2	3	4
	State Budget	County Budget	Institutional Budget	Total Budget
Summary of Expenditures (excluding capital improvement projects)				
1XX Institutional Support	\$ 2,198,841	\$ 132,470	\$ 35,563	\$ 2,366,874
2XX Curriculum Instruction	\$ 2,390,297	\$ -	\$ 57,194	\$ 2,447,491
3XX Continuing Education	\$ 893,310	\$ -	\$ 36,362	\$ 929,672
4XX Academic Support	\$ 534,473	\$ -	\$ 314,876	\$ 849,349
5XX Student Support	\$ 460,160	\$ -	\$ 88,961	\$ 549,121
6XX Plant Operations & Maint.	\$ -	\$ 999,569	\$ -	\$ 999,569
7XX Proprietary/Other	\$ -	\$ -	\$ 104,145	\$ 104,145
8XX Student Aid	\$ -	\$ -	\$ 1,657,393	\$ 1,657,393
9XX Capital Outlay (excluding capital improvements)	\$ 114,331	\$ 15,000	\$ -	\$ 129,331
<b>Total Budgeted Expenditures</b>	<b>\$ 6,591,412</b>	<b>\$ 1,147,039</b>	<b>\$ 2,294,494</b>	<b>\$ 10,032,945</b>
<b>Net (Est. Revenues - Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*Includes Federal funds that are allocated to colleges by the State Board and are processed through the 112.

NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
COLLEGE FY 2017-18 BUDGET

College	CURRENT OPERATIONS										PLANT FUND		CURRENT & CAPITAL TOTAL
	1XX Institutional Support	2XX Curriculum Instruction	3XX Continuing Education	4XX Academic Support	5XX Student Support	6XX Plant Op & Maint.	7XX Proprietary/Other	8XX Student Aid	9XX Capital (ex. CI Projects)	Subtotal	Capital (CI)		
Roanoke-Chowan CC	\$ 2,198,841	\$ 2,390,297	\$ 893,310	\$ 534,473	\$ 460,160	\$ -	\$ -	\$ -	\$ 6,477,081	\$ 114,331	\$ 5,554,838	\$ 12,146,250	
State	\$ 132,470	\$ -	\$ -	\$ -	\$ -	\$ 999,569	\$ -	\$ -	\$ 1,132,039	\$ 15,000	\$ 350,000	\$ 1,497,039	
County	\$ 35,563	\$ 57,194	\$ 36,362	\$ 314,876	\$ 88,961	\$ -	\$ -	\$ -	\$ 2,294,494	\$ -	\$ -	\$ 2,294,494	
Institutional	\$ 2,366,874	\$ 2,447,491	\$ 929,672	\$ 849,349	\$ 549,121	\$ 999,569	\$ 104,145	\$ 1,657,393	\$ 9,903,614	\$ 129,331	\$ 5,904,838	\$ 15,937,783	
<b>Total</b>													



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** B-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Jury Commission

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---





*State of North Carolina  
General Court of Justice*

**CLERK OF SUPERIOR COURT**

**BERTIE COUNTY**  
PO BOX 370  
WINDSOR, NC 27983  
(252) 794-6800

VASTI F. JAMES, CLERK  
EX OFFICIO JUDGE OF PROBATE

CY A. GRANT  
RESIDENT JUDGE

November 7, 2017

Mr. Scott Sauer  
Bertie County manager  
PO Box 530  
Windsor, NC 27983

Re: Jury Commission

Dear Mr. Sauer,

It is time to again appoint members of the Bertie County Jury Commission. North Carolina General Statute 9-1 calls for one member to be appointed by the County Commissioners. The past jury commissioners, Clinton Freeman, Lawrence Carter and Vernon Lee, have agreed to continue to serve. I recommend their reappointments.

Please bring this matter to the Commissioners' attention as soon as possible, as I would like to begin preparing the jury list for 2018-2019.

With best regards, I am

Sincerely,

Vasti F. James  
Bertie County Clerk of Superior Court

## Jury Commission

**Immediate Vacancies:** 1

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
Jury Commission	2 years	Vernon Lee	10/26/15	10/26/17

**Special requirements:** N/A

**Notes:** Mr. Lee is being recommended for reappointment to the Jury Commission.

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

**Applications Received:**

1 – Vernon Lee

**Current Members (unexpired):**

1. --

This document will expire on

~~10/30/15~~  
1/1/18



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

Name: Vernon W. Lee

Home Phone Number: N/A Mobile: (252) 325-1125

Home Fax Number: \_\_\_\_\_

Email Address: vwlee@live.com

Home Address: 2940 Wakelon rd Colerain, NC 27924

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? 50 yrs

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

County Commissioner District: District 3  
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Retired Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Business Fax: \_\_\_\_\_

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

- 1. Jury Commission
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Qualification for specific category: 35 yrs. Law Enforcement

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? \_\_\_\_\_

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

Knowledge of Residents and Court proceedings

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: 10/24/15 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](mailto: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: 10/26/15

Received By: 



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** B-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Vidant Bertie Director's Council

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---

**Vidant-Bertie Director's Council**

**Immediate Vacancies:** 1

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
Vidant-Bertie Director's Council	---	Cathy Wilson	---	---

**Special requirements:** N/A

**Notes:** Mr. Wilson is being recommended for appointment.

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

**Applications Received:**

1 – Cathy Wilson (pending)

**Current Members (unexpired):**

1. --



# VIDANT HEALTH™

November 20, 2017



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

Dear Mr. Sauer:

At the November 15, 2017 meeting of the Vidant Bertie Hospital Directors Council, the recommendation of Ms. Catherine (Cathy) Wilson to fill the vacant seat created by Dr. Steven Hill's resignation was approved.

In accordance with the lease agreement, this recommendation will require nomination by the Bertie County Commission to the Vidant Community Hospitals Board of Directors. I would like to request that this item of business be placed on the Commission's agenda for action at their next meeting. The biography for Ms. Wilson is enclosed for review.

Thank you for your assistance in this matter.

Sincerely,

Jeffrey N. Sackrison  
President

[Enclosure]

cc: Allen Castelloe, Chairman  
Roger Robertson  
File

**Catherine (Cathy) Everett Wilson**  
901 Stokes Avenue, Windsor, N.C.  
252-209-7767

**Work Experience 1985-2016**

**Carolina Telephone/Sprint/Embarq/CenturyLink**

Directory Sales Representative  
Customer Service Administrator  
Access Service Billing Supervisor  
Call Center Supervisor  
Force Management Analyst  
Outside Plant Field Supervisor

**Past and Present Associations**

Commissioner for The Town of Windsor  
Mayor Pro Tem for The Town of Windsor  
Bertie County Arts Council Board  
Windsor/ Bertie Chamber Board  
Opportunity Shoppe Board  
Cashie Country Club Board  
Saint Thomas Church Vestry  
Episcopal Church Women's President

**Education**

B.S. Business Administration, May 1985  
Meredith College, Raleigh, North Carolina  
GPA: Major 3.9 Overall 3.6

**References**

Bob Spivey 252-505-2974  
Reverend Joseph Cooper 910-520-4378





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** B-3

**DEPARTMENT:** Governing Body

**SUBJECT:** CADA Board

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

## CADA Board

**Immediate Vacancies:** 2

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
CADA Board	2 years	Curt Kedley	12/7/15	12/7/17

**Special requirements:** N/A

**Notes:** Mr. Kedley is being recommended for reappointment.

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

**Applications Received:**

1 – Curt Kedley (pending)

**Current Members (unexpired):**

1. --



*Serving Northeastern North Carolina Since 1962*  
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

November 21, 2017

John Trent, Chair  
Bertie County Board of Commissioners  
P O Box 530  
Windsor, NC 27983



Dear Commissioner Trent:

RE: Appointment of Two Representatives to the CADA Board of Directors 2018-2019

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

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

The current Board members appointed by Bertie County are Morris Rascoe and Curt Kedley. Mr. Rascoe and Mr. Kedley are eligible to be reappointed. However, Mr. Rascoe has indicated that he will not be able to serve another term due to other commitments.

CADA is requesting that your appointments be made by December 12, 2017. The new Board will be installed at the annual meeting on January 9, 2018.

Please let us know if you need additional information. The CADA Board and staff appreciate the continuing support and guidance of the County.

Sincerely,

  
Sallie P. Surface  
Executive Director

✓ CC: Scott Sauer, County Manager

This document will expire on

10/30/18



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

Name: CURT JOH KEDLEY

Home Phone Number: 252 794-0289 Mobile: NONE

Home Fax Number: NONE

Email Address: ~~ckedley~~ ckedley@GLONMARG.ORG

Home Address: 1003 TAYLOR ST

Mailing Address: PO Box 895 WINDSOR, NC 27983

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

How long have you been a full-time resident of Bertie County? 8 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: lay minister, retired Employer: GLONMARG HOME MISSIONERS

Business Address: 1003 TAYLOR ST

Business Phone Number: 252 794-0289 Business Fax: NONE

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

1. N.C. Dept. of Social Services
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Qualification for specific category: I have served & presently am completing a 3 year term

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? 3 yrs.

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

I AM AN EXPERIENCED BOARD MEMBER. I AM A good WORKING RELATIONSHIP WITH FOLLOW BOARD MEMBER & THE DIRECTOR OF SOCIAL SERVICES.

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:

NONE.

**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: 3-1-16 Applicant's Signature: Curt Jon Hedley

Return application to:

Sarah S. Tinkham  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[sarah.tinkham@bertie.nc.gov](mailto: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: 3/1/16

Received By: Sarah S. Tinkham



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve Minutes for Regular Meeting 11-6-17

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** ---

**Windsor, North Carolina  
November 6, 2017  
REGULAR MEETING**

The Bertie County Board of Commissioners met for their regular meeting today inside the Commissioners Room, 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  
County Attorney Lloyd Smith  
Economic Development Director Steve Biggs  
Finance Officer William Roberson  
Water Superintendent Ricky Spivey  
Sheriff John Holley  
Maintenance Superintendent Anthony Rascoe

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

**CALL TO ORDER**

Chairman Trent called the meeting to order.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Vice Chairman Bazemore asked that Reverend Leola Mitchell to lead the Invocation before leading the Pledge of Allegiance.

## **PUBLIC COMMENTS**

There were no public comments during this session.

## **APPOINTMENTS**

### **Public Hearing #1 – CDBG Broadband grant -- Roanoke Electric Cooperative**

Kevin Richards of the Mid-East Commission was present to facilitate the second of two required public hearings for the CDBG Broadband grant. The County plans to submit the grant within the week.

Mr. Richards read the following into the record:

#### From Public Hearing Notice:

The purpose of the public hearing is to explain the CDBG-Broadband grant and allow citizens of the County an opportunity to express their views concerning community development needs and priorities. The grant will allow for a partnership between Bertie County and Roanoke Electric Membership Corporation that will facilitate greater access to the Internet in portions of Bertie County. The project will include the purchase and installation of three approximately 130-foot monopoles, purchase of equipment to expand the broadband network and grant administration. The total cost of the project is \$250,000.00 and is 100% financed with CDBG funds.

#### Additional:

With this CDBG grant funding, REC will build a Wireless Backhaul Ring as part of its smart grid network, which extends through, or touches, 5 of the Low-to-Moderate Income (LMI) census block groups in Bertie County. The Ring will connect to the current REC fiber backbone which extends into a portion of Bertie County. REC will oversee the replacement of 3 existing wooden REC utility poles along the path of the Ring, and will install wireless backhaul equipment, and last-mile equipment, on the 3 new poles and on the targeted Bertie County water tower. With the Wireless Backhaul Ring in place, and the first set of residential customers able to be served from the equipment funded through the grant, REC will then be able to continue to develop and build within this area of Bertie County to reach more and more residents as the network grows.



Marshall Cherry of Roanoke Electric Cooperative was also present to answer questions and to briefly to discuss the initiative with the many citizens in attendance.

Chairman Trent then officially opened the public comment section of the public hearing.

The public had no questions, but Chairman Trent requested that Mr. Cherry clarify if homeowners, as well as renters, were eligible to connect to the fiberoptic service.

Mr. Cherry confirmed that homeowners, renters, business owners, and others are eligible to receive the service.

As there were no comments from the public, Chairman Trent closed the public comment section of the public hearing.

### **Library Update by Bertie County Branch Manager, Nancy Hughes**

Branch Manager, Nancy Hughes, was present to provide a brief update to the Board. She discussed the grand re-opening date of the newly named Bertie County Public Library. The date of the event is scheduled for Monday, November 27 from 4:00-8:00 PM at the new, temporary location in the Food Lion Shopping Center.

She reported that normal library operational hours would resume the following day, Tuesday, November 28<sup>th</sup>. Additionally, the sign reflecting the new name had been ordered, and that the last bit of shelving and books would be stocked this week.

Any un-needed shelving and library books and other materials will be donated to the Roxobel Library in West Bertie.

Chairman Trent also noted to the public that the County was currently under contract for a 2.9-acre property on Camden Street that will house the joint home for both the Library and Bertie County Cooperative Extension.

## **Update on CADA Hurricane Matthew workers and proposal from NCWorks Career Center by Ms. Ja'Queta Pugh-Stevenson**

Ja'Queta Pugh-Stevenson and Veronica Clark, both Career Advisors with NC Works Career Center, were present with their supervisor, Olivia Taylor, Windsor NC Works Career Center Director, to discuss the possibility of assisting the County in hiring several individuals from CADA Disaster Recovery Education Program (DREP).

The individuals have been employed through a grant provided by the Mid-East Commission on a temporary basis, and the County has expressed interest in hiring the individuals in either the NC Works Career Center work experience program or through the on-the-job training (OJT) program.

Both programs could provide a portion of the salary for the hired individuals that the County would like to permanently hire.

It was mentioned that two DREP participants in particular proved to be great assets to both the Maintenance and Cooperative Extension Departments.

The NC Works Career Center staff thanked the County as well as the various County staff they had been working with over the last year including Water Superintendent Spivey and Maintenance Superintendent Anthony Rascoe.

Ms. Stevenson also encouraged that County to send them any individuals they could who were in need of educational opportunities, work experience, or on the job training as the Center in Windsor equipped to assist those with those needs, and others.

Norman Cherry, President of the Bertie-Martin MCC Campus, commended CADA as well as the NC Works Career Center for always assisting in the training of interested candidates who may not have the means to take college courses on their own.

### **Presentation by Carl Lee, Chair of the Northeast Human Development Center**

Carl Lee, Chair of the Northeast Human Development Center, presented the intentions of his Board to reopen the old John B. Bond High School location in Lewiston-Woodville. The reason for the reopening would be to provide a space for recreation, community events, daycare services, summer camps, and other services to the citizens of West Bertie.

The site closed 4 years ago due to lack of funding.

In summary, Mr. Lee was requesting any sort of assistance with the remodeling of the building which was quoted at \$124,600.

The Board agreed that this was a worthwhile effort to explore grant opportunities, and highly encouraged Mr. Lee to network with Kevin Richards of the Mid-East Commission tonight.

Chairman Trent mentioned that Mr. Richards could assist Mr. Lee and his board in possible grants or loans to reuse this particular building for the stated purposes.

County Manager Sauer also suggested that the Board consider adding an assessment to be completed by ECU for possible inclusion into the proposed Bertie County Recreation Comprehensive Plan that is still in draft form.

Mr. Sauer also encouraged Mr. Lee, his board, recreation consultants, and the Board of Commissioners to even visit a similar center in Williamston.

Chairman Trent made a **MOTION** for the recreation consultant and pertinent members visit the Williamston site, as well as to include an assessment of the John B. Bond High School in the comprehensive recreation plan. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Poverty Initiative update and proposed schedule by Patricia Ferguson**

Patricia Ferguson, newly appointment Chair of the Bertie County Poverty Commission, was present to request that the Board approve three proposed actions which include: a Bertie County Poverty Commissioner launch date of January 8, 2018, a Poverty Commission meeting schedule, and several Board member recommendations.

Vice Chairman Bazemore made a **MOTION** to approve all three proposed actions pending that Ms. Ferguson have each recommended Board member submit the required Committee application to the Clerk to the Board so each member can be Board approved at an upcoming meeting. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **BOARD APPOINTMENTS**

#### **Workforce Development Board**

The Board was briefed on the latest resignation of the Bertie County representative on the Region Q Workforce Development Board.

County Manager Sauer solicited for any new recommendations to replace that member, and there was a short discussion about the eligibility of this particular position.

## CONSENT AGENDA

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

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 10-16-17, Work Session 10-17-17 and 10-30-17
2. **Fees Report** – Register of Deeds, October 2017
3. **Budget Amendments** – #18-04 (see below for detailed information)
4. **DWSRF Loan (#WIF-1897)** – amended offer & acceptance documents for federal DWSRF Loan; Town of Roxobel/BCWDIV system merger in the amount of \$1,937, 608.
5. **Transfer of assets** – approval of all documents presented for the water system for Town of Roxobel and Town of Lewiston-Woodville consolidations
6. **Work Authorization #3** – Holland Consulting Planers, Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP#5634
7. **Water District III system improvements** – South Windsor change order for Herring-Rivenbark in the amount of \$23,446.25 and an amendment to the engineering agreement with Green Engineering for related construction inspections in the amount of \$24, 640.
8. **CDBG Broadband grant** – approval of application submission and execution of all documents as prepared by the County Attorney by the Mid-East Commission and Roanoke-Electric Cooperative

Commissioner Wesson also noted for the Board’s information the amount of excise taxes recorded due to the Register of Deed’s work on behalf of the State Association, which could have been received anywhere in the State of North Carolina.

Budget Amendment #18-04 reads as follows:

# BUDGET AMENDMENT

# 18-04

		INCREASE			INCREASE
10-6250-5399-00	\$	4,000		10-0090-4991-99	\$ 11,000
10-6250-5499-90	\$	7,000			

SETUP BUDGET FOR STORM PREPARATION (NEW LINE ITEM)

		INCREASE			INCREASE
10-4350-5399-00	\$	8,000		10-0090-4991-99	\$ 8,000

INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #3  
HOLLAND CONSULTING PLANNERS, INC.

		INCREASE			INCREASE
10-4380-5126-00	\$	13,750	AC-PT	10-0090-4991-99	\$ 23,750
10-4380-5399-00	\$	10,000	CONT SERV		

INCREASE ANIMAL CONTROL SALARIES-PART TIME TO COVER NEW P/T EMPLOYEE  
INCREASE CONTRACT SERVICES TO COVER VET BILLS

APPROVED \_\_\_/\_\_\_/2017

---

BUDGET AMENDMENT			
		# 18-04	
	INCREASE		INCREASE
10-6250-5399-00	\$	4,000	10-5860-5399-10 \$ 11,000
10-6250-5499-90	\$	7,000	
SETUP BUDGET FOR STORM PREPARATION (NEW LINE ITEM)			
APPROVED	/	/2017	

COUNTY OF BERTIE

P.O. BOX 530  
WINDSOR, NC 27983

101017

177759

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
/05/17	SEPT17-INSP	COMPUTER REPAIR	11.99	1196	
/05/17	SEPT2017-COOP	ESMM EQPTSUPPLIES	74.37	1140	
/05/17	SEPT2017-COOP	EFNEP SUPPLIES	101.02	1139	
/05/17	SEPT17-COOP	STERILITE SMALL FILE CLI	170.47	826	
/05/17	SEP17-IT	MOBOTIX D12 IP Camera	269.99	1197	
/05/17	AIRFARE-OCT1	NEAFCS-AIRFARE	438.10	836	
/05/17	SEP17-COMAN	CONFERENCE REGISTRATIONS	595.00	893	
/05/17	SEPT2017-COM	COUNTY CC STATEMENT - 8/2	2,754.79	1598	
/05/17	SEP17-DSS	ADOPTION CONFERENCE	2,797.40	1158	

*Agri Supply  
(Hurricane Irma)  
STORM PREP*

*2055.84  
+ tax 143.91  
2199.75*

332 SOUTHERN BANK

7,213.13

177759

SOUTHERN BANK AND TRUST

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

CHECK NO.

177759

177759

88-258  
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
1332	10/10/2017	\$7,213.13

PAY

\*\*\*\*\*7,213 DOLLARS AND 13 CENTS

TO THE  
ORDER OF

SOUTHERN BANK  
PO BOX 630001  
CHARLOTTE

NC 28263-3001

⑈ 177759 ⑈ ⑆053102586⑆5331708879⑈



**LOCAL GOVERNMENT PURCHASE ORDER**

**BERTIE COUNTY**  
 BERTIE COUNTY MANAGERS OFFICE  
 PO BOX 530  
 106 DUNDEE STREET  
 WINDSOR, NC 27983

**PURCHASE ORDER #** 00001598-00 **FY** 2018  
**Page Number:** 2

- Instructions to Vendor:  
 1. Purchase Order Number Must Appear on Invoice.  
 2. Submit Invoice in Duplicate for Each Purchase Order.

**INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER**

**PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY**

**TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.**

**VENDOR**  
 SOUTHERN BANK  
 PO BOX 630001  
 CHARLOTTE, NC 28263-3001

**SHIP TO**  
 BERTIE COUNTY MANAGERS OFFICE  
 PO BOX 530  
 106 DUNDEE STREET  
 WINDSOR, NC 27983

Requisition  
 00001675

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/04/17	001332			ADMINISTRATION

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST/EA	EXT. PRICE
006	PURCHASE FINANCE CHARGE 10 -4110-5499-00	62.59	1.00 EACH	76.00000	76.00 ✓
	TRAVEL PROTECTION FEE -- DSS BOARD MEMBER TRIP TO WASHINGTON, D.C. ADOPTION CONFERENCE 12 -5380-5399-73	76.00			
				PO Total	2603.35
				TAX	2,727.26
					43.74
					108.70
				<b>TOTAL</b>	<b>\$2,754.79</b>

*Nonpay 435.96*

This Instrument Has Been Preaudited In The Manner Required  
 by The Local Government Budget and Fiscal Control Act.

FINANCE OFFICER'S COPY

*WKR*  
 AUTHORIZED SIGNATURE

**LOCAL GOVERNMENT PURCHASE ORDER**

**BERTIE COUNTY**  
 BERTIE COUNTY MANAGERS OFFICE  
 PO BOX 530  
 106 DUNDEE STREET  
 WINDSOR, NC 27983

**PURCHASE ORDER #** 00001598-00 **FY** 2018  
**Page Number:** 1

**Instructions to Vendor:**  
 1. Purchase Order Number Must Appear on Invoice.  
 2. Submit Invoice in Duplicate for Each Purchase Order.

**INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER**

**PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY**

**TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.**

**VENDOR**  
 SOUTHERN BARK  
 PO BOX 630001  
 CHARLOTTE, NC 28263-3001

**SHIP TO**  
 BERTIE COUNTY MANAGERS OFFICE  
 PO BOX 530  
 106 DUNDEE STREET  
 WINDSOR, NC 27983

Requisition  
 00001675

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION		
10/04/17	001332			ADMINISTRATION		
LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA	EXT. PRICE	
001	ORIGINAL		1.00	111.55000	138.55	
	HERITAGE HOUSE RESTAURANT. -- LUNCH WITH CM SAUER, NC STATE/ECU STAFF FOR DR. STAN RIGGS WATER FEASIBILITY PROJECT		EACH		<del>111.55</del>	
002	10 -4110-5499-00	111.55	1.00	119.60000	119.60	
	BACKGROUND/DRIVING RECORD CHECK - NET & EMS - ERNEST STROUD, SAMANTHA SMITHWICK, HALEY WILLIAMS, JAMI MENDEZ		EACH			
	10 -4335-5260-00	33.95				
	10 -4340-5260-00	85.65				
003	MARRIOTT DURHAM CHARGE -- 1 NIGHT STAY		1.00	157.77000	157.77	
	10 -4110-5310-00	157.77	EACH			
004	AGRI SUPPLY - GAS TANKS (FA) - HURRICANE IRMA - EMERGENCY MANAGEMENT & SHERIFF		1.00	2199.75000	2055.84	
	10 -0000-1251-00 10-6250-5499-90	2,199.75	EACH		<del>2,199.75</del>	
005			1.00	62.59000	62.59	
			EACH			

This Instrument Has Been Preaudited In The Manner Required by The Local Government Budget and Fiscal Control Act.

*WSP*  
 AUTHORIZED SIGNATURE

FINANCE OFFICER'S COPY



Agri Supply of Greenville  
 4500 Martin Luther King Jr. Hwy  
 P.O. Box 6025  
 Greenville, NC 27834  
 (252) 752-3999

DOCUMENT: E62903/2      JOB NO: 000  
 CUST NO.: \*2  
 SHIP TO: SAUER/SCOTT ^

ORDER NUMBER	VERSION	PAGE NO
E62903/2	0	1
CLERK	SALESPERSON	DATE / TIME
02KGB		9/7/17 10:59
PO NUMBER	REFERENCE	

**LOADING TICKET**

BILL TO: \*\*\*\* CASH \*\*\*\*

SHIP VIA	ROUTE	ROUTE STOP
DATE EXPECTED	DAY	TERMS
CASH/CHECK/BANKCARD		

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED
1	86463	EA	100 GAL CREW CAB FUEL TRANSFER	4		4 <input type="checkbox"/>
2	86586	EA	ECONOMY FUEL TRANSFER PUMP KIT	4		4 <input type="checkbox"/>
3	39189	EA	10 MICRON FUEL FILTER WITH TOP	4		4 <input type="checkbox"/>
4	23757	EA	3/4 X 3 " GALVANIZED PIPE NIPPLE	4		4 <input type="checkbox"/>

**ASC is not responsible for securing loads or trailers. It is customer's sole responsibility to assure their load is tied down and/or that the trailer and tow vehicle are safe for operation.**

Paid By:	Loaded By:
X	
RECEIVED BY	DATE RECEIVED

1332

THANK YOU FOR SHOPPING AT  
Agri Supply Greenville (GRE)  
4500 Martin Luther King Jr. Hwy  
P.O. Box 6025  
Greenville, NC 27834  
(252) 752-3999

09/07/17 10:59AM 02KGB 1202 SALE

86463	4	EA	359.99	EA
100 GAL CREW CAB FUEL TRANSFE			1439.96	
86586	4	EA	124.99	EA
ECONOMY FUEL TRANSFER PUMP KI			499.96	
39189	4	EA	26.99	EA
10 MICRON FUEL FILTER WITH TO			107.96	
23757	4	EA	1.99	EA
3/4 X 3 " GALVANIZED PIPE NIP			7.96	

SUB-TOTAL:\$	2055.84	TAX:\$	143.91
		TOTAL:\$	2199.75
		BC AMT:	\$ 2199.75

BK CARD#: XXXXXXXXXXXX2126  
MID: 191201873889  
AUTH: 03557G AMT: \$ 2199.75  
Host reference #:462903 Bat#  
Chip Read  
CARD TYPE:VISA EXPR: XXXX  
ATD : A0000000031010  
TVR : 8080008000  
IAD : 06010A03600400  
TSI : 6800  
ARC : 00  
MODE : Issuer  
CVM :  
Name : VISA CREDIT  
TxnID/ValCode: 398753

Bank card USD\$ 2199.75



==>> JRNL#E62903/2 <<==  
CUST NO:\*2

THANK YOU SCOTT ^ SAUER  
FOR YOUR PATRONAGE

*Kenny H P*

Name : X  
I agree to pay above total amount  
according to card issuer agreement  
(merchant agreement if credit voucher)  
Acct: CASH CUSTOMER

Customer Copy

**THIS IS NOT AN INVOICE**  
**AGREEMENT AND ACKNOWLEDGMENT OF TRANSFER**

RESTRICTED PROPERTY  
 18 MONTHS OR MORE

North Carolina Department of Administration  
 FEDERAL SURPLUS PROPERTY AGENCY  
 1311 Mail Service Center  
 Raleigh, NC 27699-1311

ACKNOWLEDGMENT NO. : 17092003  
 PAGE : 1  
 DATE : 09/01/2017

County Of Bertie  
 Mitch Cooper  
 P O Box 530  
 106 Dundee Street  
 Windsor, NC 27983  
 008-0300 B-L 1

  
 AUTHORIZED REPRESENTATIVE FOR STATE

ITEM NO	N. C. SERIAL NO	TOTAL ACQ COST	DESCRIPTION	QUANTITY	UNIT OF MEASURE	SERVICE CHG TOTAL
1	37-7-0182-37-7	104626.00	TRUCK, CARGO MFG: STEWART AND STEVENSON SN: AT1755BACD MOD: M-1078 YR: 95 CANNIBALIZATION NOT APPROVED	1	EA	4500.00

Being the duly authorized representative of the above donee, I accept the property listed hereon and commit the donee to comply with the terms and conditions attached to this document.

TOTAL DUE 4500.00

Buyer: MITCH COOPER / EMERGENCY MGMNT.

  
 AUTHORIZED REPRESENTATIVE FOR THE DONEE

E-MAIL \_\_\_\_\_

09/01/2017  
 DATE

**THIS IS NOT AN INVOICE**  
**AGREEMENT AND ACKNOWLEDGMENT OF TRANSFER**

RESTRICTED PROPERTY  
 12 MONTHS

North Carolina Department of Administration  
 FEDERAL SURPLUS PROPERTY AGENCY  
 1311 Mail Service Center  
 Raleigh, NC 27699-1311

ACKNOWLEDGMENT NO. : 17092004  
 PAGE : 1  
 DATE : 09/01/2017

County Of Bertie  
 Mitch Cooper  
 P O Box 530  
 106 Dundee Street  
 Windsor, NC 27983  
 008-0300 B-L 1

  
 AUTHORIZED REPRESENTATIVE FOR STATE

ITEM NO	N. C. SERIAL NO	TOTAL ACQ COST	DESCRIPTION	QUANTITY	UNIT OF MEASURE	SERVICE CHG TOTAL
1	4300	1541.99	AMMO CAN (1 EA) TIE DOWN CHAIN (2 EA) EXTERNSION CORDS (4 EA) FAST ROPE PARA CORD (2 EA)	10	EA	196.00
2	4300	686.01	E TOOLS (5 EA) LG. FLASHLIGHTS (5 EA) LARGE TIE DOWN CHAINS (2 EA)	12	EA	55.00
3	6500	1464.00	STOKES BASKETS (3 EA)	3	EA	120.00

Being the duly authorized representative of the above donee, I accept the property listed hereon and commit the donee to comply with the terms and conditions attached to this document.

TOTAL DUE 371.00

Buyer: MITCH COOPER / EMERGENCY MGMNT.

  
 AUTHORIZED REPRESENTATIVE FOR THE DONEE

E-MAIL \_\_\_\_\_

09/01/2017

DATE

## CERTIFICATIONS AND AGREEMENTS

### (a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

### (b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

### (c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the State agency designated a further period of restriction.

(3) In the event the property is not so used as required by (c)(1) and (2) and Federal restrictions (b)(1) and (2) have expired then title and right to the possession of such property shall at the option of the State agency revert to the State of North Carolina and the donee shall release such property to such person as the State agency shall direct.

### (d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State agency.

### (e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

### (f) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

**1950 GARNER ROAD  
RALEIGH, NC 27610  
(919)733-3885  
[www.doa.nc.gov/fsp/](http://www.doa.nc.gov/fsp/)**

## **DO YOU KNOW**

**What you agreed to when you signed your distribution document?**

**You agreed to use the surplus property only in the official program, that you represent,**

**And**

**You agreed to use certain items for eighteen (18) months or longer,**

**And**

**You agreed that you would not sell the property, loan it, trade it, or tear it down for parts unless we give you permission before you do it,**

**And**

**You agreed to pay the U.S. Government if you did not use the property according to your agreement,**

**And**

**It is against the law to discriminate in Federal Financial Assistance Programs because of race, color, national origin, sex, age, or physical or mental disability.**

## **Summary**

- 1. Surplus property must be used in an authorized program**
- 2. Personal use or non-use of surplus property is not allowed**
- 3. Permission must be obtained before selling, trading, or cannibalizing surplus property**
- 4. You may not discriminate against any individual or organization due to race, color, national origin, sex, age, or physical or mental disability**
- 5. Read the back of your distribution document, understand your obligations**



COUNTY OF BERTIE

P.O. BOX 530  
WINDSOR, NC 27983

090717

177341  
VOUCHER

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

07/17 SEP17-HURRPR CLEAN DITCHES

1,500.00 1071

780 BOYD COPELAND

1,500.00

177341

SOUTHERN BANK AND TRUST

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

CHECK NO.

177341

177341

88-258  
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
2780	09/08/2017	\$1,500.00

PAY

\*\*\*\*\*1,500 DOLLARS AND NO CENTS

TO THE  
ORDER OF

BOYD COPELAND  
PO BOX 237  
WINDSOR

NC 27983

NON-NEGOTIABLE

⑈ 177341 ⑆ ⑆053102586⑆5331708879⑈

**LOCAL GOVERNMENT PURCHASE ORDER  
BERTIE COUNTY**

BERTIE CO PUBLIC BUILDINGS  
PO BOX 530  
106 DUNDEE STREET  
WINDSOR, NC

27983

**PURCHASE ORDER #** 00001071-00 FY 2018  
Page Number: 1

Instructions to Vendor:  
1. Purchase Order Number Must Appear on Invoice.  
2. Submit Invoice in Duplicate for Each Purchase Order.

**INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER**

**PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY**

**TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.**

**VENDOR**  
BOYD COPELAND  
PO BOX 237  
WINDSOR, NC 27983

**SHIP TO**  
BERTIE CO PUBLIC BUILDINGS  
PO BOX 530  
106 DUNDEE STREET  
WINDSOR, NC  
27983

Requisition  
00001191

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/06/17	002780			PUBLIC BUILDINGS

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT PRICE
001	ORIGINAL		1.00	1500.00000	1,500.00
	CLEAN DITCHES AT SHERIFF DEPT AND AROUND EMS PROPERTY LINE TO PREVENT FLOODING		EACH		
	10 -4100-5399-00 6250				1,500.00
				PO Total	1,500.00

*[Handwritten Signature]*

**PAID**  
SEP 08 2017  
By

This Instrument Has Been Preaudited In The Manner Required  
by The Local Government Budget and Fiscal Control Act.

*WGR*  
AUTHORIZED SIGNATURE

FINANCE OFFICER'S COPY



P.O. Box 237  
Windsor, NC 27983  
252-794-5259

# Invoice

Date	Invoice #
9/7/2017	4234

<b>Bill To</b>
Bertie County Maintenance Dept. 106 Dundee Street Windsor, NC 27983

		Project			
		Miscellaneous			
Item	Description	Qty	Rate	Serviced	Amount
Miscellaneous	Excavator to clean out ditches on County Farm Road to alleviate flooding for Sheriff's Department and County Maintenance Building	1	1,500.00	9/7/2017	1,500.00
<b>Invoice Total</b>					\$1,500.00
<b>Payments/Credits</b>					\$0.00
<b>Balance Due</b>					\$1,500.00



NOTE: Thank you for allowing Boyd Copeland Contracting, Inc. to provide these services to you. Your satisfaction with our services is our main goal for your continued business support. If in the event you have questions regarding this invoice or anything relating to our services performed, please telephone us at your earliest convenience.

TERMS: PAYMENT IS DUE UPON RECEIPT. PAST DUE ACCOUNTS SHALL BE CHARGED AT THE RATE OF 1.5% PER MONTH.

MAKE REMITTANCE PAYABLE TO:  
MAIL REMITTANCE TO:

BOYD COPELAND CONTRACTING, INC.  
P.O. BOX 237 - WINDSOR, NC 27983

COUNTY OF BERTIE

P.O. BOX 530  
WINDSOR, NC 27983

090717

111342

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

VOUCHER

/07/17 9/7/17-HURRR TREES REMOVAL

2,500.00 1075

5744 CHRIS DIXON LAND CLEARING, INC.

2,500.00

177342

SOUTHERN BANK AND TRUST

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

CHECK NO.

177342

177342

08-258  
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
15744	09/08/2017	\$2,500.00

PAY

\*\*\*\*\*2,500 DOLLARS AND NO CENTS

TO THE  
ORDER OF

CHRIS DIXON LAND CLEARING, INC.  
3528 HUDSON'S CORSSROADS RD.  
GREENVILLE NC 27858

  
NON-NEGOTIABLE

⑆ 17734 2⑆ ⑆053102586⑆5331708879⑆

**LOCAL GOVERNMENT PURCHASE ORDER**  
**BERTIE COUNTY**

BERTIE CO PUBLIC BUILDINGS  
 PO BOX 530  
 106 DUNDEE STREET  
 WINDSOR, NC 27983

**PURCHASE ORDER #** 00001075-00 FY 2018  
 Page Number: 1

Instructions to Vendor:  
 1. Purchase Order Number Must Appear on Invoice.  
 2. Submit Invoice in Duplicate for Each Purchase Order.

**INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER**  
**PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY**  
 TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.

**VENDOR**  
 CHRIS DIXON LAND CLEARING, INC.  
 3528 HUDSON'S CORSSROADS RD.  
 GREENVILLE, NC 27858

**SHIP TO**  
 BERTIE CO PUBLIC BUILDINGS  
 PO BOX 530  
 106 DUNDEE STREET  
 WINDSOR, NC 27983

Requisition  
 00001190

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
09/06/17	015744			PUBLIC BUILDINGS	
LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA	EXT. PRICE
001	ORIGINAL		1.00	2500.00000	2,500.00
	REMOVE TREES FROM DITCH AROUND PROPERTY LINE AND DISPOSE OF ALL DEBRIS		EACH		
	10 -4180-5399-00				2,500.00
	<i>WSD</i>				
				PO Total	2,500.00

*[Handwritten signature]*

**PAID**  
 SEP 08 2017  
 By *[Signature]*

This Instrument Has Been Preaudited In The Manner Required by The Local Government Budget and Fiscal Control Act.

*WGR*  
 AUTHORIZED SIGNATURE

FINANCE OFFICER'S COPY

**INVOICE**



**Chris Dixon  
Land Clearing Inc.**

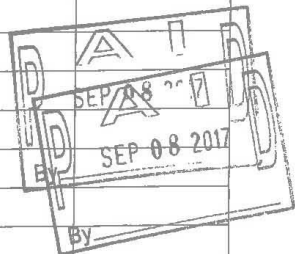
3528 Hudson's Crossroads Road  
Greenville NC 27858  
252-531-9392

[Chrisdixon.landclearing.inc@gmail.com](mailto:Chrisdixon.landclearing.inc@gmail.com)

TO Bertie County Maintenance Department  
221 County Farm Road  
Windsor NC 27983

SERRVICED BY:	JOB LOCATION	PAYMENT TERMS
Chris Dixon	Windsor	Due on receipt

DESCRIPTION/ESTIMATE	LINE TOTAL
Ditch repair and maintenance/mulching trees	\$2500.00
TOTAL DUE:	\$2500.00



PAYMENT:	<input type="checkbox"/> CASH	<i>Thank You For Your Business!</i>
	<input type="checkbox"/> CHECK	
	<input type="checkbox"/> OTHER	INVOICE DATE: 09/07/2017

## BUDGET AMENDMENT

# 18-04

INCREASE		INCREASE	
10-0090-4991-99	\$ 8,000	10-4350-5399-00	\$ 8,000
INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #3 HOLLAND CONSULTING PLANNERS, INC.			

**Work Authorization #3 (October 2, 2017 through December 29, 2017)**  
Contract for Consultant Services  
Holland Consulting Planners, Inc. and Bertie County  
Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

Background

WHEREAS, Bertie County (the County) was severely impacted by Hurricane Matthew in October 2016, and requires management, planning, and housing inspection services to assist the County staff with applications for available state and federal funding for disaster recovery and flood mitigation assistance, and with the management of funded projects.

General Conditions

During completion of the work defined in this Work Authorization, Bertie County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of Bertie County Hurricane Matthew Disaster Recovery and Flood Mitigation .

Tasks Approved By This Work Authorization

- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Coordinate project activities with designated state agencies.
- Prepare applications for Hurricane Matthew Disaster Recovery and Flood Mitigation funds.
- Manage citizen participation and outreach activities required to develop working inventories of households requiring disaster recovery/flood mitigation assistance.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$8,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated January 13, 2017. Hourly rates for the Consultant's personnel are agreed to as follows:



Staff Position	Hourly Rate
<b>Holland Consulting Planners, Inc.</b>	
T. Dale Holland, AICP, Principal	\$160.00
J. Reed Whitesell, AICP, Project Manager	\$130.00
Chris Hilbert, Program Administrator	\$90.00
Landin Holland, GIS Technician	\$75.00
Gary Miller, Housing Inspector	\$75.00
Administrative Services	\$60.00

Time Schedule

The tasks approved by this Work Authorization shall be completed by December 29, 2017, following execution of this authorization.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this authorization, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

BERTIE COUNTY, NC



T. Dale Holland, President

Scott Sauer, County Manager



Witness

Clerk to the Board

This authorization has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

(SEAL)

BUDGET AMENDMENT				
		# 18-04		
	INCREASE			INCREASE
10-4380-5126-00	\$	13,750	AC-PT	10-0090-4991-99 \$ 23,750
10-4380-5399-00	\$	10,000	CONT SERV	
INCREASE ANIMAL CONTROL SALARIES-PART TIME TO COVER NEW P/T EMPLOYEE				
INCREASE CONTRACT SERVICES TO COVER VET BILLS				

# BUDGET AMENDMENT

# 18-04

		INCREASE			INCREASE
10-6250-5399-00	\$	4,000		10-0090-4991-99	\$ 11,000
10-6250-5499-90	\$	7,000			

SETUP BUDGET FOR STORM PREPARATION (NEW LINE ITEM)

		INCREASE			INCREASE
10-4350-5399-00	\$	8,000		10-0090-4991-99	\$ 8,000

INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #3  
HOLLAND CONSULTING PLANNERS, INC.

		INCREASE			INCREASE
10-4380-5126-00	\$	13,750	AC-PT	10-0090-4991-99	\$ 23,750
10-4380-5399-00	\$	10,000	CONT SERV		

INCREASE ANIMAL CONTROL SALARIES-PART TIME TO COVER NEW P/T EMPLOYEE  
INCREASE CONTRACT SERVICES TO COVER VET BILLS

APPROVED \_\_\_/\_\_\_/2017

---

## **DISCUSSION AGENDA**

### **EMS Station One – tabulation for construction bids received as of November 1st which are under review to insure compliance with project specifications**

County Manager Sauer briefly reviewed the bids that had been received from three different vendors.

On November 1st at 5:00 p.m., the County opened bids from three contractors for this project:

- \$424,682 REVELLE
- \$394,950 KEE
- \$386,430.53 SWIMME

There is quite a bit of staff review that will be required to clearly evaluate each bid proposal relative to the design specs, and may entail an individual conference with each contractor to ensure that the County receives the best value for this facility. We will be prepared to present a review of the bid tabulation on Monday, but the final recommendation may take a couple of weeks.

### **Blue Jay Recreation Park – plan update and review of latest cost estimates**

The Board was briefly updated on the latest improvements being made to the Blue Jay Recreation Park including the newly poured pavement for a 8 ft. wide, mile long walking trail. The funding for the walking trail was provided by a grant received from the Kate B. Reynolds Foundation.

More improvements are planned for the very near future including an indoor recreation complex building, and the Board presented a photo depiction of the site before moving on with tonight's agenda.

Blue Jay Recreation Park

- Walking trail (paved 2,028 feet) with lighting
- Concession and restroom building
- Picnic shelter
- New parking lot and fencing (installed)
- Indoor recreation facility—still under plan development

County appropriations over two fiscal years:	\$146,050
KBR Charitable Trust Grant funding	150,000
Senator Smith-Ingram budget appropriation	80,000
Total	\$376,050

\$ 28,777	FY 2016-2017	Prior year expenditures for driveway pipes, parking lot grading & gravel, fencing and tree removal service
\$ 70,273	FY 2016-2017	Carryover of unexpended funds to new FY 2017-2018
\$ <u>47,000</u>	FY 2017-2018	Approved Budget
\$146,050		Total local funds—County appropriations
<u>(28,777)</u>		less prior year expenditures noted above
\$117,273		Current year local funds remaining as of July 1, 2017
\$150,000		Kate B. Reynolds Charitable Trust Grant
\$ <u>80,000</u>		NCDCR Grant—Senator Smith-Ingram
\$347,273		Total Project remaining funds—all sources

**Courthouse security renovations – review and consider proposed renovations for public entrance screening area and inmate security measures for vehicle transport**

County Manager Sauer shared visual drawings of the proposed courthouse security renovations which will include a fully enclosed, tunnel style entrance into the Courthouse building which would house various metal detectors and other security elements.

Other security measures are also planned for further into the building as well.

Per the request of Judge Brenda Branch, Mr. Sauer referred to the Board’s agenda packet to a bid from Juris Link which provided the most effective bid and services to the County for a video arraignment system that could allow for inmates to remain at their jail or prison facility for their required court appearances.

Commissioner Wesson made a **MOTION** to accept the proposed contract from Juris Link as requested by Judge Branch. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

More specific items being approved are detailed below:

- Five (5) deputy positions approved for funding as of April 1, 2018
- \$96,000 Renovations for security hardware & equipment at single entry point
- \$48,000 Audio visual connectivity with BCI & BMRJ for remote 1<sup>st</sup> appearances
- \$104,000 Surveillance cameras & monitoring equipment
- \$24,000 Restrooms remodeling

---

\$ 272,000 Capital Costs in FY 2017-2018 (not including sally port and inmate security corridor)

**County Manager’s request for contract extension of employment agreement which expires  
June 30, 2018**

The Board commended County Manager Sauer for his diligence and commitment to the County over the last year since Tropical Storm Julia and Hurricane Matthew, and discussed the following: a 10% pay raise for Mr. Sauer effective immediately, an extension of his employment contract for an additional two years beginning July 1, 2018, and a “pay out” of 381 annual leave hours and to allow annual leave hours be converted to sick leave hours consistent with current policy.

In regards to the 10% pay raise effective immediately, Commissioner Lee made a **MOTION** to approve the proposed raise effective immediately. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

To the second motion of the 2-year extension of Mr. Sauer’s employment contract effective July 1, 2018, Chairman Trent made a **MOTION** to approve the extension as noted. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Regarding the last request for the “pay out” of 381 annual leave hours, Commissioner Wesson clarified that this payout is a one-time exception to the maximum allowable cap of 80 hours, and to allow annual leave hours be converted to sick leave hours consistent with current policy.

Commissioner Wesson made a **MOTION** to approve this request. Vice Chairman Bazemore and Commissioner Lee both **SECONDED** this motion. The **MOTION PASSED** unanimously.

**COUNTY MANAGER’S REPORTS**

The County Manager gave no remarks at this time.

**COUNTY ATTORNEY’S REPORTS**

The County Attorney gave no remarks at this time.

## **PUBLIC COMMENTS**

There were no public comments during this session.

## **COMMISSIONERS REPORTS**

### **Vice Chairman Bazemore**

Vice Chairman Bazemore discussed the various events she has recently attended including the October 17<sup>th</sup> Martin Community College Board of Trustees meeting, the October 21<sup>st</sup> Town Hall meeting, and the October 26<sup>th</sup> Cashie Baptist Church seminar entitled, "Why America Should Stand with Israel." She mentioned that all events were well attended.

Lastly, Ms. Bazemore discussed that 90 people had visited the new mental health kiosk at the Bertie County Health Department for suicide, depression, and other resources which she was happy to hear as the last year has been very hard on some residents due to damages left behind by Tropical Storm Julia and Hurricane Matthew.

### **Chairman Trent**

Chairman Trent gave no remarks at this time.



**Commissioner Lee**

Commissioner Lee briefly discussed the latest efforts to recruit qualified individuals at the State prison and at Bertie-Martin Regional Jail, and that the issue of safety and additional help being needed in those two locations was “near and dear to her heart.”

Additionally, she discussed her latest meeting with the Albermarle Regional Health Services Board which highlighted the number of citizens being treated for sexually transmitted diseases in the County. Mrs. Lee reported that the numbers show a decrease in confirmed cases of STDS like chlamydia, but that more education and outreach efforts were in the works.

**Commissioner White**

Commissioner White announced that on Saturday, December 2<sup>nd</sup>, the Town of Colerain would be hosting its annual Christmas Parade, and that on Saturday, December 9<sup>th</sup>, the Town of Aulander would be hosting its annual Christmas Parade, and Christmas tree lighting.

**Commissioner Wesson**

Chairman Wesson briefly discussed the poverty initiative mentioned earlier at tonight’s meeting by Patricia Ferguson, and that generational poverty is a cornerstone initiative for the NCACC this year.

**ADJOURN**

Chairman Trent **ADJOURNED** the meeting at 5:25 PM.

---

John Trent, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve Minutes for Closed Session 11-6-17

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

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve Minutes for Work Session 11-6-17

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** ---

**Windsor, North Carolina  
November 6, 2017  
WORK SESSION**

The Bertie County Board of Commissioners met for a work session today inside the Commissioners Room, 106 Dundee Street, Windsor, NC. The following members were present or absent:

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

Absent: Stewart White, District II

Staff Present: County Manager Scott Sauer  
County Attorney Lloyd Smith  
Finance Officer William Roberson

There were no media members present.

**CALL TO ORDER**

Chairman Trent called the meeting to order at 1:00 PM.

## **WORK SESSION**

### **Work Session – County Attorney review of franchise renewal process**

The Board and County Attorney Smith briefly discussed the current franchise renewal process, as well as the landfill host agreement currently still in effect.

Copies of the most recent contract and amendments were distributed.

Mr. Smith mentioned that public hearings would be required before a new franchise becomes effective.

### **Republic Services – present discussion points and suggested calendar for franchise renewal and landfill host agreement**

Before representative from Republic Services arrived, the Board briefly reviewed the current franchise agreement, as well as studied historical data of the landfill's host fees. A hand out with this data was distributed.

At approximately 2:00 PM, various members of Republic Services entered the meeting including: Joe Dehner, General Manager of the Eastern Carolina Region, Shane Walker, Director of Operations for the Mid-Atlantic, Mike Kavanaugh, Division Manager, and Matt Einsmann, Environmental Manager.

Mr. Walker mentioned that this meeting today was simply to “get the ball rolling” on the conversation of how a franchise renewal could assist Republic Services in additional growth, as well as to get the best deal possible for the citizens of Bertie County.

After some discussion, it was announced that a PowerPoint containing more specific information and scenarios for a renewal would be sent to County Administration in the very near future so that the Board can have more time to properly review it.

## **CLOSED SESSION**

Chairman Trent called for a motion to go into Closed Session.

Vice Chairman Bazemore made a **MOTION** to go into Closed Session pursuant to pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

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

## **RECESS**

Chairman Trent **RECESSED** the meeting until 4:00 PM today in the same location.

---

John Trent, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-4

**DEPARTMENT:** Governing Body

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

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** See Request for Action.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

# REQUEST FOR BOARD ACTION

Bertie County

Board of Commissioners

**MEETING DATE:** Monday, December 4, 2017

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

**SUMMARY OF REQUEST:**

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

Under §58-72-20:

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

The following are the current bond amounts:

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

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

**BOARD ACTION REQUESTED:**

It is requested that the Board approve the bonds.

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

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



**Cooper Insurance Agency  
Invoice**

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

PO Box 39 103 S Kings St.  
Windsor NC 27983

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

Date: 11/18/2014

Account #

Account Rep:

Please detach and return top portion with payment.

Cooper Insurance Agency

252-794-4036

Insured name:  
John B Holley

Date:  
11/18/2014

Effective Date	Company	Transaction description	Amount
12/6/2014 - 12/6/2015	RLI Insurance Co.	Bond (\$25,000)	\$444.00

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

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

COUNTY OF BERTIE

WINDSOR, NC 27983

178297  
VOUCHER

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

06/17 17-18SURETY- INSURANCE BOND

221.00 2134

0342 CNA SURETY DIRECT BILL

221.00

178297

SOUTHERN BANK AND TRUST

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

CHECK NO.

178297

178297

88-258  
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
10342	11/09/2017	\$221.00

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

TO THE  
ORDER OF

CNA SURETY DIRECT BILL  
P O BOX 957312  
ST. LOUIS

MO 63195-7312

~~NON-NEGOTIABLE~~

⑆ 178297⑆ ⑆053102586⑆5331708879⑆

Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

Premium \$221.00

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

**Amount Due \$221.00**

**Bond Detail**

Bond #	71036141	Bond Penalty	\$50,000.00
Company	Western Surety Company		
Effective Date	12/23/2017		
Anniversary Date	12/23/2018		
Description	NC P E F P B #3		

**Agent Information**

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

**Messages**

We show 4 rated for premium purposes. To ensure proper coverage, verify the total number of employees and owners covered & contact us with changes. Note: After several years, we may have increased our rates slightly.

**Payment Instructions**

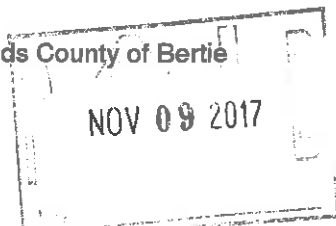


- **Pay Online at [ONLINEPAY.CNASURETY.COM](http://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Office of The Register of Deeds County of Bertie

Bond #	71036141
Company	0601
Agency	32-02936
Cooper Insurance Agency	



Payment Due	12/23/2017	Amount Due	\$221.00
-------------	------------	------------	----------

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

COUNTY OF BERTIE

P.O. BOX 530  
WINDSOR, NC 27983

102017

177992

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

VOUCHER

1/20/17 17-18SURETY- SURETY BOND-FY 2017-2018  
1/20/17 17-18SURETY- 2017-2017 SURETY BOND TAX

175.00 1727  
450.00 1729

*[Handwritten signature]*

0342 CNA SURETY DIRECT BILL

625.00

177992

SOUTHERN BANK AND TRUST

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

CHECK NO.

177992

177992

86-258  
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
10342	10/25/2017	\$625.00

PAY

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

TO THE  
ORDER OF

CNA SURETY DIRECT BILL  
P O BOX 957312  
ST. LOUIS

MO 63195-7312

*[Handwritten signature]* NON-NEGOTIABLE

⑈ 177992 ⑆ ⑆ 053102586 ⑆ 5331708879 ⑆

Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

Premium \$450.00

BERTIE COUNTY TAX COLLECTOR  
PO BOX 527  
WINDSOR, NC 27983

**Amount Due \$450.00**

**Bond Detail**

Bond # 24857715 Bond Penalty \$50,000.00  
Company Western Surety Company  
Effective Date 12/06/2017  
Anniversary Date 12/06/2018  
Description NC P.E. Position Schedule (1)

**Agent Information**

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

**Messages**

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

**Payment Instructions**



- Pay Online at [ONLINEPAY.CNASURETY.COM](http://ONLINEPAY.CNASURETY.COM)
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Bertie Countytax Collector

Bond # 24857715  
Company 0601  
Agency 32-02936  
Cooper Insurance Agency

Payment Due 12/06/2017 Amount Due \$450.00

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



Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

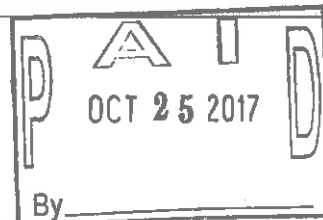
**Premium \$175.00**

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

**Amount Due \$175.00**

**Bond Detail**

Bond #	24857717	Bond Penalty	\$50,000.00
Company	Western Surety Company		
Effective Date	12/06/2017		
Anniversary Date	12/06/2018		
Description	NC P.E. Position Schedule (1)		



**Agent Information**

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

**Messages**

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

**Payment Instructions**



- **Pay Online at [ONLINEPAY.CNASURETY.COM](http://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-5

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve Register of Deeds Fees Report – November 2017

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

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

**ATTACHMENTS:** See hand out.

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-6

**DEPARTMENT:** Governing Body

**SUBJECT:** Tax Department Release Journal – October 2017

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---





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

November 02, 2017

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 "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **October** 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*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2003	10/3/2017	Carter, Henry 03A5882719092	G01	\$17.41	\$4.00	\$0.00		\$21.41
		County Foreclosure						
								<u>\$21.41</u>

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2004	10/3/2017	Carter, Henry 04A5882719092	G01	\$14.83	\$4.00	\$0.00		\$18.83
		County Foreclosure						
								\$18.83

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2005	10/3/2017	Carter, Henry 05A5882719092	G01	\$14.83	\$4.00	\$0.00		\$18.83
		County Foreclosure						
								\$18.83

RLS*17*304	DATE	NAME	CODE	LEWY	ADV	PEN	INT	TOTAL
2006	10/3/2017	Carter, Henry 06A5882810153	G01	\$14.83	\$4.00	\$0.00		\$18.83
		County Foreclosure						
								<u>\$18.83</u>

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2007	10/3/2017	Carter, Henry 07A5882810153	G01	\$14.83	\$4.00	\$0.00		\$18.83
		County Foreclosure						
								<u>\$18.83</u>

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2008	10/3/2017	Carter, Henry 08A5882810153 County Foreclosure	G01	\$14.83	\$4.00	\$0.00		\$18.83
								<u>\$18.83</u>

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2009	10/3/2017	Carter, Henry 09A5882810153	G01	\$14.83	\$4.00	\$0.00		\$18.83
		County Foreclosure						
								\$18.83



RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2010	10/3/2017	Carter, Henry 10A5882810153	G01	\$14.83	\$4.00	\$0.00		\$18.83
		County Foreclosure						
								<u>\$18.83</u>

RLS*17*304	DATE	NAME	CODE	LEWY	ADV	PEN	INT	TOTAL
2011	10/3/2017	Carter, Henry 11A5882810153 County Foreclosure	G01	\$14.83	\$2.50	\$0.00		\$17.33
								<u>\$17.33</u>

RLS*17*304	DATE	NAME	CODE	LEWY	ADV	PEN	INT	TOTAL
2012	10/3/2017	Carter, Henry 12A5882810153 County Foreclosure	G01	\$14.83	\$2.50	\$0.00		\$17.33
								\$17.33

RLS*17*304	DATE	NAME	CODE	LEWY	ADV	PEN	INT	TOTAL
2013	10/3/2017	Carter, Henry 13A5882810153 County Foreclosure	G01	\$15.97	\$2.50	\$0.00		\$18.47
	10/3/2017	Guyther, Edward 13A5829505296 County Foreclosure	G01	\$17.67	\$2.50	\$0.00		\$20.17
			C04	\$7.57				\$7.57
								\$46.21

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2014	10/3/2017	Carter, Henry 14A5882810153 County Foreclosure	G01	\$15.97	\$2.50	\$0.00		\$18.47
	10/3/2017	Guyther, Edward 14A5829505296 County Foreclosure	G01	\$17.67	\$2.50	\$0.00		\$20.17
			C04	\$7.57				\$7.57
								\$46.21

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	10/3/2017	Carter, Henry 15A5882810153 County Foreclosure	G01	\$15.97	\$2.50	\$0.00		\$18.47
	10/3/2017	Guyther, Edward 15A5829505296 County Foreclosure	G01	\$17.67	\$2.50	\$0.00		\$20.17
			C04	\$7.57				\$7.57
								\$46.21

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	10/3/2017	Carter, Henry 16A5882810153 County Foreclosure	G01	\$15.78	\$2.50	\$0.00		\$18.28
	10/3/2017	Guyther, Edward 16A5829505296 County Foreclosure	G01 C04	\$17.45 \$7.57	\$2.50	\$0.00		\$19.95 \$7.57
	10/3/2017	Roberson, Nancy 16a6812110347 Post Mark	G01 C08 WSA	\$4.43 0.77 1.5	\$0.02	0		\$4.45 \$0.77 \$1.50
								<u>\$52.52</u>

RLS*17*304	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2017	10/3/2017	Carter, Henry 17A5882810153 County Foreclosure	G01	\$15.78	\$0.00	\$0.00		\$15.78
	10/3/2017	Guyther, Edward 17A5829505296 County Foreclosure	G01 C04	\$17.45 \$7.57	\$0.00	\$0.00		\$17.45 \$7.57
	10/3/2017	Place, Donna 17A22753.40 Double listed w/#24837	G01	\$49.97	\$0.00	0	\$5.00	\$54.97
	10/4/2017	Mizelle, Lewis 17A6825156551 Elderly Exemption left off	G01	\$168.52				\$168.52
	10/18/2017	Trinity Paving 17A31461.40.1 Adjusment to BPP audit	G01	\$1,253.47		\$250.69		\$1,504.16
	10/19/2017	Firs Citizens Bank 17A19356.80 Correction to Depreciation Schedule	G01 C08	\$24.25 \$4.24		\$0.00 \$0.00		\$24.25 \$4.24
								\$1,796.94



Seq	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Add Chgs	Interest Amount	Discrt	Tran Check	Trans Rev
Nbr											Number	Description
**	10/03/17	22763	17422753.40	G01	54.97-	49.97-	5.00-	0.00-	0.00	0.00	R	PG237
**	10/03/17	26246	1466812.1034	G01	4.43-	4.43-	0.00	0.00	0.00	0.00		
**				COB	0.77-	0.77-	0.00	0.00	0.00	0.00		
**				MSA	1.50-	1.50-	0.00	0.00	0.00	0.00		
**				AD	0.02-	0.02-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	174588231015	G01	15.78-	15.78-	0.00	0.00	0.00	0.00	R	PG182
**				AD	15.78-	15.78-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	146588231015	G01	15.78-	15.78-	0.00	0.00	0.00	0.00	R	PG237
**				AD	15.78-	15.78-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	146588231015	G01	15.78-	15.78-	0.00	0.00	0.00	0.00	R	PG182
**				AD	15.78-	15.78-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	146588231015	G01	15.78-	15.78-	0.00	0.00	0.00	0.00	R	PG100
**				AD	15.78-	15.78-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	146588231015	G01	15.78-	15.78-	0.00	0.00	0.00	0.00	R	PG29
**				AD	15.78-	15.78-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	146588231015	G01	15.78-	15.78-	0.00	0.00	0.00	0.00	R	PG11
**				AD	15.78-	15.78-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	146588231015	G01	14.83-	14.83-	0.00	0.00	0.00	0.00	R	PG269
**				AD	14.83-	14.83-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	114588231015	G01	14.83-	14.83-	0.00	0.00	0.00	0.00	R	PG249
**				AD	14.83-	14.83-	0.00	0.00	0.00	0.00		
**	10/03/17	2397	106588231015	G01	14.83-	14.83-	0.00	0.00	0.00	0.00	R	PG208
**				AD	14.83-	14.83-	0.00	0.00	0.00	0.00		

Seq	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Penalty Amount	Add Chgs	Interest Amount	Discnt	Trans. Rev.	Description
1	10/03/17	2397	08A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG173
2					18.83-	0.00	4.00-	0.00	0.00	0.00	
3					14.83-	0.00	4.00-	0.00	0.00	0.00	
4					14.83-	0.00	4.00-	0.00	0.00	0.00	
5	10/03/17	2397	07A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG20
6					18.83-	0.00	4.00-	0.00	0.00	0.00	
7					14.83-	0.00	4.00-	0.00	0.00	0.00	
8					14.83-	0.00	4.00-	0.00	0.00	0.00	
9	10/03/17	2397	06A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG122
10					18.83-	0.00	4.00-	0.00	0.00	0.00	
11					14.83-	0.00	4.00-	0.00	0.00	0.00	
12					14.83-	0.00	4.00-	0.00	0.00	0.00	
13	10/03/17	2397	05A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG678
14					17.41-	0.00	4.00-	0.00	0.00	0.00	
15					21.41-	0.00	4.00-	0.00	0.00	0.00	
16	10/03/17	2397	04A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG22
17					14.83-	0.00	4.00-	0.00	0.00	0.00	
18					18.83-	0.00	4.00-	0.00	0.00	0.00	
19	10/03/17	2397	03A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG678
20					14.83-	0.00	4.00-	0.00	0.00	0.00	
21					14.83-	0.00	4.00-	0.00	0.00	0.00	
22	10/03/17	2397	02A58827190	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG65
23					0.00	0.00	4.00-	0.00	0.00	0.00	
24					0.00	0.00	4.00-	0.00	0.00	0.00	
25	10/03/17	5278	17A588275052	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG65
26					17.45-	0.00	4.00-	0.00	0.00	0.00	
27					7.57-	0.00	4.00-	0.00	0.00	0.00	
28	10/03/17	5278	16A588275052	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG237
29					25.02-	0.00	4.00-	0.00	0.00	0.00	
30					17.45-	0.00	4.00-	0.00	0.00	0.00	
31					7.57-	0.00	4.00-	0.00	0.00	0.00	
32					2.50-	0.00	4.00-	0.00	0.00	0.00	
33	10/03/17	5278	15A588275052	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG182
34					27.52-	0.00	4.00-	0.00	0.00	0.00	
35					17.45-	0.00	4.00-	0.00	0.00	0.00	
36					7.57-	0.00	4.00-	0.00	0.00	0.00	
37					2.50-	0.00	4.00-	0.00	0.00	0.00	
38	10/03/17	5278	14A588275052	AC	4.00-	0.00	4.00-	0.00	0.00	0.00	PG182
39					17.45-	0.00	4.00-	0.00	0.00	0.00	
40					7.57-	0.00	4.00-	0.00	0.00	0.00	
41					2.50-	0.00	4.00-	0.00	0.00	0.00	

Seq No	Date	Account Number	Taxbill Number	Tax Corp	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont	Int. Check	Trans. Rev	Descriptn
1	10/03/17	5278	1488825052	601	27.74	25.24	0.00	2.50	0.00	0.00	R	PG100	
2				601	17.67	17.67	0.00		0.00				
3				601	2.50	2.50	0.00		0.00				
4				601	27.74	25.24	0.00	2.50	0.00	0.00	R	PG29	
5				601	17.67	17.67	0.00		0.00				
6				601	2.50	2.50	0.00		0.00				
7				601	27.74	25.24	0.00	2.50	0.00	0.00	R	PG11	
8				601	168.52	168.52	0.00		0.00				
9				601	168.52	168.52	0.00		0.00				
10				601	1504.16	1253.47	250.69	0.00	0.00	0.00	R	PG237	
11				601	1504.16	1253.47	250.69	0.00	0.00	0.00	R	PG237	
12				601	24.25	24.25	0.00		0.00				
13				608	4.24	4.24	0.00		0.00				
14				608	28.49	28.49	0.00		0.00	0.00	R	PG237	





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-7

**DEPARTMENT:** Governing Body

**SUBJECT:** Budget Amendments

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

# BUDGET AMENDMENT

# 18-05				
	INCREASE			INCREASE
10-0018-4240-01	\$ 76,000		10-4180-5399-14	\$ 76,000
INCREASE REGISTER OF DEEDS-EXCISE TAX (REVENUE AND EXPENSE)				
	INCREASE			INCREASE
10-0011-4111-35	\$ 7,200		10-4140-5399-01	\$ 7,200
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				
APPROVED ___ / ___ /2017				

# BUDGET AMENDMENT

		# 18-05		
		INCREASE		INCREASE
10-0018-4240-01	\$	76,000	10-4180-5399-14	\$ 76,000
INCREASE REGISTER OF DEEDS-EXCISE TAX (REVENUE AND EXPENSE)				

Org 100018 Object 424001 Project Acct 10 -0018-424001  
 Acct name REG OF DEEDS-EXCISE TAX

Posted	YR/Per	Eff Dt	Src	Ref1	Ref4	Amount	Vendor	Comment
Y	2018/04	10/31/17	GEN	RODFEE	ROD FEES	-155,105.00		OCT ROD FEES
Y	2018/02	09/29/17	GEN	RODFEE	ROD FEES	-7,193.00		SEPT ROD FEES
Y	2018/02	08/31/17	GEN	RODFEE	ROD FEES	-13,179.00		AUG ROD FEES
Y	2018/01	07/31/17	GEN	RODFEE	ROD FEES	-2,924.00		JULY ROD FEES

Total Amount -178,401.00



Account

Fund	10	GENERAL FU	Acct	10 -0018-42-9001	Account Notes
Org	100018	OTHER TAXE	Acct name	REG OF DEEDS-EXCISE TAX	
Object	42-9001	EXCISE TAX	Type	Revenue	Status Active
Project			Rollup		
<input type="checkbox"/> Multi Fund					

4 Year Comparison Yr Per 2017:13	History			
	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2018
Original Budget	-55,000.00	-55,000.00	-55,000.00	-55,000.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-55,000.00	-55,000.00	-55,000.00	-55,000.00
Actual (Memo)	-51,938.00	-45,275.00	-68,140.00	-178,401.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	-3,062.00	-9,725.00	13,240.00	123,401.00
Percent used	94.42	82.32	124.07	324.37



Account

- Detail
- Months
- Seg Fnd
- Totals
- User Defined Fields

Fund 10  GENERAL FU Acct 10 -4180-539914   
 Org 104180  REG DEEDS Acct name DEED EXCISE TAX TO STATE  
 Object 539914  CONVEN TAX Type Expense Status Active  
 Project  Rollup  MultiYr Fund

4 Year Comparison	Current Year		History	
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2015	Fiscal Year 2016
Yr Per 2017/13				
Original Budget	30,000.00	30,000.00	30,000.00	30,000.00
Transfers In	.00	.00	3,437.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	30,000.00	33,437.00	33,437.00	30,000.00
Actual (Memo)	25,450.00	33,437.00	33,437.00	11,421.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	4,550.00	7817.00	.00	76,001.00
Percent used	84.83	73.94	100.00	-57,425.00
				291.42

Attachments (0)

Display detail information for current account.

# BUDGET AMENDMENT

		# 18-05		
	INCREASE			INCREASE
10-0011-4111-35	\$ 7,200		10-4140-5399-01	\$ 7,200
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				

## William Roberson

---

**From:** Jodi Rhea  
**Sent:** Tuesday, November 7, 2017 3:03 PM  
**To:** William Roberson  
**Subject:** Invoice

I've got an invoice from CTS for \$7,200.00

Jodie Rhea  
Tax Administrator  
Bertie County  
252-794-6152  
Jodi.rhea@bertie.nc.gov



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-8

**DEPARTMENT:** Administration

**SUBJECT:** Hurricane Matthew CDBG-DR and NCDRA 2017 Planning and Management Services RFP and contract award for selection of Holland Planning Consultants

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** NCEM requirements for CDBG-DR included a request for proposals (RFPs) for the selection of consultant for planning and management services related to the program administration of both the CDBG-DR and NCDRA 2017 funds for Hurricane Matthew recovery efforts. Responses to the County's RFP were received November 10<sup>th</sup> from the (4) consultants and based on the project scope of services and rating criteria, Holland Consulting Planners is the highest rated firm.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Motion to approve contract award for Holland Consulting Planners for the Planning and Management Services CDBG-DR program administration as required by NCEM.

**ATTACHMENTS:** Yes;

1. Request for Proposals for Professional Services
2. Rating Sheet
3. Contract with Holland Consulting Planners

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

## REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Notice is hereby given that proposals will be received by Bertie County, North Carolina, until **5:00 P.M. EST, Friday, November 10, 2017**, for the following Professional Services to be provided to said jurisdiction:

### HURRICANE MATTHEW HUD CDBG DISASTER RECOVERY (CDBG-DR) NC DISASTER RECOVERY ACT (DRA) PLANNING AND MANAGEMENT SERVICES

**Project Summary:** Bertie County suffered significant damage to residential housing during Hurricane Matthew in October 2016. The county is soliciting turnkey professional planning and project management services required to undertake the following activities:

1) Compile homeowner data and needs assessments and finalize CDBG Disaster Recovery (CDBG-DR) and North Carolina Disaster Recovery Act (DRA) applications, and manage funded projects, as CDBG/DRA disaster recovery funds are made available to designated state agencies. These activities are to be conducted in accordance with standard CDBG federal regulations (24CFR570) and standard administrative procedures drafted by the designated state management agencies.

Upon selection of a qualified consultant, Bertie County will enter into contractual agreements with the consultant, based upon the planning and management needs to be determined by the county and the prospective funding agencies. Following contract negotiations with the planning and management consultant, the county plans to undertake a similar effort to procure professional engineering services required for the elevation and reconstruction components of CDBG-DR/DRA projects: This is not a request for professional engineering services.

The contact person for this project is:

Scott Sauer, County Manager  
Bertie County  
106 Dundee Street  
PO Box 530  
Windsor, NC 27983  
Phone: (252) 794-5300  
[scott.sauer@bertie.nc.gov](mailto:scott.sauer@bertie.nc.gov)

Each proposer must submit complete proposals in the format provided in the RFP. Proposals must be in a sealed envelope and clearly marked "HURRICANE MATTHEW DISASTER RECOVERY GRANT PROGRAMS, PLANNING AND MANAGEMENT SERVICES - SPECIAL PROJECT RFP" in the lower left corner of the envelope. **Mailed, delivered, or e-mailed proposals must be received by no later than 5:00 P.M. EST, Friday, November 10, 2017, to be considered.**

Proposals will be rated by the County Manager prior to award of any contract. Procurement of a planning/management firm will be accomplished in accordance with 24CFR85 and the North Carolina General Statutes relating to procurement of professional services.

---

Scott Sauer, County Manager

## PROJECT DESCRIPTION

1. **Name or Title of Project**

BERTIE COUNTY  
DISASTER RECOVERY PROJECTS  
HURRICANE MATTHEW

2. **Name of Sponsor/Location of Project**

Bertie County, North Carolina

3. **Professional Services Required**

Comprehensive administrative/management services of a professional consulting firm. These services will be procured by competitive proposals subject to 24CFR85.36

4. **Project Summary**

The submitting firm(s) shall provide the county with planning services required to finalize draft project application(s) already submitted to appropriate state agencies as CDBG-DR/DRA disaster recovery funds are made available by those agencies. These services would include completion of detailed household surveys and needs assessments, and completion of preliminary grant condition documentation and any required citizen participation activities and environmental compliance. These projects would include the rehabilitation/elevation or reconstruction of residences above base flood elevation, in accordance with the Bertie County Flood Damage Prevention Ordinance and the NC Residential Building Code. The project requires extensive knowledge of federal CDBG regulations, Grant Financial Management, Construction Project Management, EEO and Environmental Compliance, and Structural Elevation and Retrofitting Guidelines.

## GENERAL SCOPE OF SERVICES REQUIRED

The planning/management consultant (Program Administrator) selected to manage the CDBG-DR/DRA projects will provide all of the necessary planning and project management expertise, including provision of on-site personnel, for the successful implementation and completion of the projects. **All on-site structural feasibility analysis and construction inspection will be supervised by the Bertie County Building Inspection Department; however, the management consultant must provide a qualified resident housing inspector to assist the local building inspector with construction inspection and to act as the primary construction management liaison between the local building inspector and the Program Administrator.**



The Program Administrator shall provide Bertie County and the State of North Carolina with rehabilitation/reconstruction/elevation policies and procedures consistent with the approved grant agreements regarding a variety of residential properties in Bertie County, North Carolina. The Program Administrator shall possess a thorough working knowledge of the Stafford Act and related federal regulations provided for guidance of FEMA-funded hazard mitigation projects; reconstruction/elevation policies provided by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; FEMA structural elevation and retrofitting guidelines; National Flood Insurance Program (NFIP) participation requirements; the NC Residential Building Code; federal CDBG regulations (24CFR570); the National Environmental Policy Act; procurement, audit, financial management, civil rights, and labor standards regulations pertaining to federally-funded grant projects as referenced in the grant agreement(s) to be executed by the county. Required services will include, but not necessarily be limited to, the following:

- Conduct public meetings for presentation of CDBG-DR/DRA eligibility requirements.
- Compile homeowner application data from individual homeowners in the county who are interested in participating in the CDBG-DR/DRA repair/replacement program.
- Complete grant agreement condition documentation to be submitted to the designated state CDBG-DR/DRA management entity by the approved deadline(s). These services will include (at a minimum):
  - Identification of households eligible for assistance (based on review of existing applications for housing assistance on file, meetings with the Board of Commissioners, and future community outreach activities).
  - Supervision of all required citizen participation activities for submittal of the application.
  - Preparation of a Citizen Participation Plan, Housing Distribution Plan, Project Administration Plan, Community Development Plan, project budget, supervision of the homeowner application process and the applicant selection process (including field assessment of units occupied by eligible applicants, and all forms/documents required for submittal of grant condition documentation to the designated state management agency by the specified application deadline date(s)).
  - Completion of environmental assessments of all units and, and preparation of the Environmental Review at the Community Level in accordance with the requirements of G. S. 113A-1, the North Carolina Environmental Policy Act of 1971.
- Develop comprehensive administrative guidelines for management of all CDBG-DR- and DRA-funded rehabilitation, reconstruction, and elevation activity, including procedures for financial management, construction procurement, and construction management and inspection; coordinate required structural engineering and building inspection services; coordinate NFIP and NC State Building Code compliance activities; review duplication of benefits procedures; prepare preconstruction and owner's certification documents; review structural feasibility procedures; prepare temporary relocation procedures and homeowner/contractor dispute resolution procedures; and prepare administrative

guidelines and forms/documents for proper management of residential housing activities in accordance with HUD/FEMA disaster recovery and hazard mitigation requirements.

- Provide Federal- and state-required civil rights, environmental, labor standards, audit, and general procurement compliance as mandated by the grant agreement(s) executed by the county.
- Procure a structural engineering firm, legal firm, appraiser, surveyor, and asbestos inspector. Provide scheduling and coordination of these additional professional services.
- Coordinate with the local building inspection department and consultant structural engineer during structural feasibility analysis, develop general elevation, reconstruction, and rehabilitation specifications, and prepare bid documents.
- Solicit local/regional general contractors to assure compliance with the project schedule.
- Manage the construction bid/award process.
- Assist with on-site inspection of all residential construction work (as outlined above).
- Authorize payment to other consultants and general contractors.
- Supervise the cost report process and coordinate project financial management with the county finance officer.
- Develop a Citizen Participation Plan and coordinate an effective citizen participation process.
- Maintain detailed case files for each unit included in the project, as well as general project compliance and procurement files.
- Attend preconstruction conferences with homeowners and contractors; function as grantee/government/contractor liaison during construction.
- Provide complete homeowner construction contract administration services, including review of change orders, issuance of notices to proceed, review of construction schedule, and regular review of construction quality and cost control procedures with the local building inspector.
- Attend Board of Commissioners meetings as required for approval of program guidelines, contract awards, etc.
- Function as liaison between the county and the NC Division of Emergency Management and any other designated supervisory agency for CDBG-DR/DRA funds.

## PROCUREMENT CRITERIA

1. The successful firm(s) must demonstrate a particular knowledge of all applicable policies and procedures, standard operating procedures, interim policy guidance and CDBG-DR/DRA compendium provisions for successfully implementing CDBG-DR/DRA disaster recovery programs as outlined under "SCOPE OF SERVICES" above, including definition of specific background in the management of FEMA-, state-, or HUD-sponsored elevation/retrofitting and repair/replacement activities. The Program Administrator must be able to coordinate the procurement, work scope and work practices of other professional services including but not limited to attorneys, engineers, surveyors, and contractors used in the repairs/reconstruction undertaken by project participants.
2. The Program Administrator must demonstrate a proven ability to review and make recommendations for permitting necessary for rehab/replacement, elevation/retrofitting of structures as required by state and local laws.
3. The Program Administrator must have a demonstrated ability to amend the grants to the benefit of those properties not technically feasible to retrofit, reconstruct, or elevate, relative to cost effectiveness/cost reasonableness provided by benefit cost ratios.
4. The Program Administrator must have a demonstrated ability to provide guidance to local government officials and others involved in the decision-making process, e.g., a community task force, for the establishment of sound practices which will affect the time, consistency, and organization of the jurisdiction's disaster recovery/flood mitigation process.

**The following factors will be considered critical in the evaluation of those proposals prepared in response to this announcement (maximum 100 points available):**

- |  |           |
|--|-----------|
| 1. Specific Related Experience of Project Team Members ..... | 35 points |
| 2. Management Plan/Innovation.....                           | 20 points |
| 3. Performance and Reputation of Participating Firm(s) ..... | 20 points |
| 4. Team Capacity/Staff Availability/Project Schedule .....   | 10 points |
| 5. Cost-Effectiveness .....                                  | 15 points |

## GENERAL CONTRACTUAL CONDITIONS

1. The selected firm shall certify that it has no knowledge of any circumstances which will cause a conflict of interest in providing professional services; and that no contingent fees have been paid for soliciting or securing this contract.
2. Bertie County shall select the proposal that ranks highest according to qualitative criteria set forth in the RFP and local federal procurement policies.

3. Each firm or individual submitting a proposal response shall include a certification that it does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services.

## REQUIREMENTS FOR PROPOSALS

1. All proposers must submit complete proposals in the format provided in this RFP. All proposals and copies must be received by the date, time and at the location as specified in this RFP. Bertie County reserves the right to waive any informality or reject all proposals submitted.
2. There is no expressed or implied obligation for the county to reimburse responding firms for any expense incurred in preparing or responding in any informality or reject all proposals submitted.
3. All proposer responses to the RFP shall remain valid for a period of not less than ninety (90) calendar days from the due date of this RFP, which is November 10, 2017.
4. Submission of a proposal indicates acceptance by the proposer of the terms, conditions and requirements described in this RFP unless clearly and specifically noted in the submittal.
5. Proposal Format. Proposals are to be prepared in the following format:
  - Letter of Interest from Principal(s) of Submitting Firm(s).
  - General Qualifications Statement (summary of firm's ability to perform "General Scope of Services Required" outlined above, and proven ability to meet requirements 1.- 4., outlined under "Procurement Criteria," also outlined above).
  - Summary of Firm(s) Related Experience, including references.
  - Resumes of Key Personnel.
  - Management Plan/Technical Approach/Project Schedule.
  - Staff Availability.
  - Cost-Effectiveness (**Provide a description of hourly rates, including all travel and *per diem* reimbursement, of all key personnel and technical/clerical support staff. Provide an estimated percentage of total work to be performed by each pay classification listed**).
  - Non-Discrimination Certification.

Bertie County Hurricane Matthew Recovery Projects  
 Summary Rating Sheet for Administrative Services Proposals

<u>Rating Factor</u>	<u>Max Points</u>	<u>Firms</u>			
		Pro Source Technologies	BBFoster Consulting, PC	Holland Consulting Planners	Platinum Logistics, Inc.
Specific Related Staff Experience	35	30	15	35	5
Management Plan and Innovation	20	10	5	15	5
Firm Performance and Reputation	20	15	15	20	5
Team Capacity/Staff Availability	10	10	5	10	5
Cost Effectiveness	15	15	0	15	10
<b>Total Points</b>	<b>100</b>	<b>80</b>	<b>40</b>	<b>95</b>	<b>30</b>

Notes: Pro Source has large scale recovery experience, with limited NC services—primarily real estate development in major urban markets.

BBFoster personnel is DOT based with significant experience in right-of-way acquisition, road maintenance and limited disaster recovery experience.

**HCP** offers the most concentrated DR experience in eastern NC, and has a record of distinguished working relationships with NC EM agencies.

Platinum Logistics—provides transportation logistics, supply chain management and real estate development—no disaster recovery experience.

Rated By:

*Sam T. Sumner*

Date: 11.27.2017

Date: \_\_\_\_\_

## CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this 4th day of December, 2017, between BERTIE COUNTY, NORTH CAROLINA, hereinafter called the County, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant.

WHEREAS, the County requires the assistance of a professional planning and management consultant to manage its proposed Hurricane Matthew NC-DRA and CDBG-DR Projects, and desires to execute a contract for the provision of the required planning and management services (the "Project");

NOW, THEREFORE, the Consultant agrees to provide the County with professional planning, project management, and housing inspection services to complete the Project as hereinafter set forth.

Consultant's services shall include satisfactory completion of all project requirements set forth in all Work Authorizations approved by Bertie County under the terms of this Contract. All Work Authorizations agreed to under the terms of this contract shall be executed by the principal of the Consultant and the Bertie County Manager.

Bertie County shall be responsible for the following during the completion of all work items approved under the terms of this contract:

- Supervision of financial management and disbursement of all Project funds.
- Payment of costs for annual and closeout audits by an independent public accountant.
- Payment of costs of public advertising for general administration, elevation bids, professional services contracts, environmental review records, public information meetings for closeout, and program and/or budget amendments. All costs of advertisement for public notices required by FEMA/DEM regulations will be paid for by Bertie County.
- Provision of limited clerical assistance as requested by the Consultant.
- Examine and review all requests presented by the Consultant and render its decision pertaining thereto within reasonable time so as not to delay the services of the Consultant.
- Payment of project costs for asbestos inspection services, survey services, legal services, engineering services, advertisements or other costs as may be incidental to the elevation, reconstruction, or rehabilitation of properties.
- All administrative costs not specifically identified as the responsibility of the Consultant shall be the responsibility of Bertie County.

The Consultant shall administer the Program in accordance with applicable State of North Carolina regulations, and all applicable federal non-discriminatory and equal opportunity requirements.

The County agrees to pay the Consultant for the services described in the Work Authorizations approved under the terms of this Contract. Payment shall be made from the funding sources outlined in the respective Work Authorizations. All payment due to the Consultant will be paid in monthly installments based on actual hourly charges accrued. Hourly rates shall be based on the rates included in applicable Work Authorizations. There will not be any separate charges for travel, per diem, or copying. If the not-to-exceed limit defined for the specific Work Authorization is reached prior to completion of the tasks outlined in that Work Authorization, the Consultant shall continue to render services to the County until outlined tasks are complete, at no additional cost to the County (unless such services qualify as additional services as outlined below).

Holland Consulting Planners updates its billing rates once a year in January, and hourly rates stated in the contract may be increased annually; however, the not-to-exceed fee for respective work authorizations will not be increased.

The Consultant will document all monthly invoices with time sheets for project administration time, and will submit monthly status reports which outline work performed during the previous month.

The Consultant will complete all defined tasks within the time limits prescribed in each Work Authorization. The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the County. Such delays may include but not necessarily be limited to:

- Budget and/or program amendments which lengthen the time necessary for completion.
- Unnecessary delays, defaults, or work stoppages of any kind by companies or individuals performing professional or construction contracts.
- Failure by the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Changes in the County's elected or appointed personnel which result in program disruption or rescheduling.

The Consultant will comply with all applicable requirements of the Grant Agreements between

the County and the North Carolina Division of Emergency Management.

If the Project is abandoned or indefinitely postponed by the County prior to completion of defined tasks by the Consultant; or if this contract is terminated by either party prior to completion of defined tasks by the Consultant, as outlined hereinafter, the County shall pay the Consultant an amount equal to payroll costs accrued, plus reimbursable expenses for work on those phases which have not been completed, except as otherwise provided below. Payroll costs will be charged at the hourly rates included in specific Work Authorization.

If County fails to make any payment due Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 3% per month from said forty-fifth day, and in addition, Consultant may, after giving seven days' written notice to County, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.

No deletions, additions, changes or revisions shall be made to the scope of services or related fees included in the Work Authorizations approved under the terms of this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the originally-specified scope of work for a specific Work Authorization, an amendment to that Work Authorization shall be issued, and the County shall pay the Consultant for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:

- Services after completion of the Project, such as inspections during the guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
  - Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal proceeding involving the Project.
  - Additional services required because of delays, work stoppages, or defaults by other professional consultants or contractors involved in the Project.
  - Additional services required because of failure of the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Any program and/or budget amendments resulting in delays of the implementation of the program or in the addition of activities not included in the original project application.

Payroll costs for additional services will be charged at the hourly rates outlined in the specific Work Authorization requiring amendment due to the need for additional services.

Original non-public documents, tracings and reports of the Consultant are, and shall remain, the



property of the Consultant.

Key Personnel: The Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County and the grantor agency, the North Carolina Division of Emergency Management. Individuals designated as key personnel for purposes of this Contract are those specified in the Consultant's proposal.

Subcontracting: Work proposed to be performed under this Contract by the Consultant or its employees shall not be subcontracted without prior written approval by the County and the grantor agency, the North Carolina Division of Emergency Management. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

Special Provisions:

During the performance of this Contract, the Consultant and the County, for themselves, their assignees and successors in interest, agree as follows:

(1) Solicitation for Subcontracts, including Procurement of Material and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Contract and the State and Federal regulations included herein; when such Federal regulations are applicable.

(2) Interest of Members, Officers, or Employees of the County, Members of Local Governing Body, or other Public Officials: No member, officer, or employee of the County, or its agents, no member of the County's governing body, and no other public official of the County who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract.

3) Non-Discrimination and Affirmative Action Clauses: During the performance of this Contract, the Consultant and the County agree to abide by the regulations set forth in the following five clauses:

(a) Non-discrimination Clause – section 109, Housing and Community Development Act of 1974

The Consultant will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be

construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(b) Executive Order 11246 Clause

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant 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 apprenticeships. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Consultant 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 agency contracting officer, advising the labor union or workers' representative of the Consultants' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vi) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government 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 rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Consultant will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by 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 Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- (c) Non-discrimination on the Basis of Age – Age Discrimination Act of 1975, as amended

The consultant will not discriminate against any qualified person on the basis of age, nor will the person be excluded from participation, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

- (d) Non-Discrimination on the Basis of Disability – section 504 of the Rehabilitation Act of 1973, as amended

The consultant will not discriminate against qualified disabled person, nor will the person be excluded from participation in, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

- (e) Section 3 Affirmative Action Clause

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference,

shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The Consultant will certify that any vacant employment positions including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) Section 3 covered Indian housing assistance Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e). (not applicable for this project)

(4) Termination and Legal Remedies:

The Consultant and County mutually agree as follows:

(a) The Consultant may terminate this Agreement immediately in the event County fails to make payment of any amount due to the Consultant within sixty (60) days of its due date.

(b) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.

(c) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an

assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

(d) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days advanced written notice of such termination.

Upon receipt of a notice of termination from County, (i) the Consultant shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process, and (ii) County shall pay Consultant all fees and expenses due for services rendered through the date of termination, and reimburse the Consultant for all costs and expenses relating to commitments made by the Consultant prior to receipt of notice of termination.

(5) Project Documents and Access to Records and Record Retainage: The County, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Consultant shall maintain the records outlined above for three years after the County has received a Certificate of Completion from the State Grantor Agency, in compliance with 24 CFR section 570.490.

All documents including drawings and specifications prepared by Consultant pursuant to this Contract are instruments of service in respect of the Contract. They are not intended or represented to be suitable for reuse by County or others on extensions of the project or on any other project. Any reuse without written verifications or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any third party claim relating thereto. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

(6) Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code

(a) 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This 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 failure.

(7) This Contract is governed by the following statutes and regulations relevant to the Hazard Mitigation Grant Program:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program.

(8) Sanctions for Noncompliance: In the event of Consultant's non-compliance with the special provisions of this Contract, the County shall impose such contract sanctions as it or the State of North Carolina or the Department of Housing and Urban Development may determine to be appropriate, including, but not limited to:

- (a) withholding of payment(s) to the Consultant under the Contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

The County and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in Bertie County, North Carolina, or the federal district court nearest thereto.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

Bertie County, NC

---

T. Dale Holland, President

---

John Trent, Chairman

---

Witness

---

Clerk to the Board

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

---

Finance Officer

(SEAL)

---

Date



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-9

**DEPARTMENT:** Administration

**SUBJECT:** Hurricane Matthew – NCSU “Flooding in the Cashie River Study” funded by the Golden Leaf Foundation

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Dr. Barbara Doll of NCSU has requested a project schedule extension adding 180 days to the agreements which has been approved by the Golden Leaf Foundation as of November 27, 2017.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Motion to recommend approval and concurrence with the project schedule extensions through August 29, 2018.

**ATTACHMENTS:** Yes;

1. Golden Leaf Foundation – revised Project Management Plan

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---





# Disaster Recovery Grant Program Project Management Plan

Date: \_\_\_\_\_ Grantee Name: Bertie County  
 Project File No.: FY2017-206 Project Title: Flooding in the Cashie River Study

	Outcome	Baseline	Data source	Name / title of person(s) responsible	Actual
<b>PRIORITY DISASTER RECOVERY OUTCOMES (all grants)</b>					
1	Dollars invested in public infrastructure (including GLF funds) (projection)	\$72,707	County Records	Scott Sauer County Manager	
2	Existing residential units directly benefiting from repaired, improved or new public infrastructure	9,767	Census 2011-2015 ACS	Scott Sauer County Manager	
3	Existing commercial units directly benefiting from repaired, improved or new public infrastructure	281	NC Department of Commerce, Access NC	Scott Sauer County Manager	
<b>DEBRIS REMOVAL (if applicable)</b>					
4	Miles of stream cleared (total, projection)				
<b>INFRASTRUCTURE TO SUPPORT NEW HOUSING DEVELOPMENT (if applicable)</b>					
5	New residential units directly benefitting from new public infrastructure				
<b>SPECIAL (if applicable)</b>					
6					
7					

<b>GRANT TERM SUMMARY</b>	
Award Date	6/1/17
Start Date	6/1/17
Term (months)	13
End Date	6/30/17

<b>PROJECT ACTIVITY SUMMARY</b>	
Start Date	6/1/17
Targeted Completion Date	12/1/17
Final Outcome Completion Date (for new housing grants only)	

<b>REPORTING TIMELINE</b>	
Requirements and Special Conditions	9/1/17
Interim Report	1/5/18
Interim Report	
Interim Report	
Interim Report	
Final Report (60 days following end of grant)	8/29/18

<b>Date Approved by Golden LEAF</b>	9/1/17, Rev. 11/27/17
-------------------------------------	-----------------------



# Disaster Recovery Grant Program Project Management Plan

Work Plan	Projected completion	Actual completion	STATUS / Challenges and resolutions / Explanations for not meeting target completion date / Other comments
<b>START-UP ACTIVITIES</b>			
<ul style="list-style-type: none"> <li>Approve/execute contract with NCSU</li> </ul>	8/7/17		1/5/18: 8/29/18:
<b>IMPLEMENTATION</b>			
<ul style="list-style-type: none"> <li>Preliminary Draft of Flood Reduction Feasibility Study</li> </ul>	8/25/17		1/5/18: 8/29/18:
<ul style="list-style-type: none"> <li>Completion of Flood Reduction Feasibility Study</li> </ul>	12/1/17		1/5/18: 8/29/18:



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** C-10

**DEPARTMENT:** Administration

**SUBJECT:** Blue Jay Recreation Park renovations – NC Department of Natural and Cultural Resources appropriation of \$80,000

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Attached for the Board's consideration and approval is the Grant Contract with the NCDNCR to secure the appropriation of \$80,000 for improvements of the Blue Jay Recreation Park

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

**ATTACHMENTS:** Yes;

1. Grant Contract

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

## **Grant Contract**

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and the Bertie County, a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6000276.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

### **General Terms and Conditions**

#### **DEFINITIONS**

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Local Government" has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

## TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the

parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is \$80,000. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract 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 shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
  - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
  - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously

made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
12. **Availability of Funds:** 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 Agency.
13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.
15. **Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
17. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
22. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.
24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence



of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.

25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
28. **By N.C.G.S. §133-32,** it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
  - (1) have a contract with a government agency; or
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.
30. **Conflict of Interest Policy:** Grantees shall have a policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.
31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit

Organizations” as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

32. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over disbursements;
  - (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee’s accounting system;
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.
33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.
34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<p>Name Title Joshua Davis, Strategy and Policy Advisor            Agency Department of Natural and Cultural Resources            Mail Service Center Number 4601            Raleigh, NC 27699-4605</p> <p>Telephone 919-807-7277            Fax 919-715-8724            Email Joshua.Davis@ncdcr.gov</p>	<p>Name Title Joshua Davis, Strategy and Policy Advisor            Agency Department of Natural and Cultural Resources            Street Address 109 East Jones Street            City, NC Zip Raleigh, NC 27601</p>

**For the Grantee:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Scott Sauer County Manager Bertie County P.O. Box 530 Windsor, NC 27983  Tel 252-794-6112	scott.sauer@bertie.nc.gov

35. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**In Witness whereof**, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

**BERTIE COUNTY**

\_\_\_\_\_  
Signature of Authorizing Official Date

\_\_\_\_\_  
Printed Name Title

**[CORPORATE SEAL] – (optional)**

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

\_\_\_\_\_  
Signature of Authorizing Official Date

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature of the Chief Financial Officer Date

\_\_\_\_\_  
Printed Name Chief Financial Officer

**North Carolina Source of Funds:**

**Account Code: 536680**

## Attachment A Scope of Work

Bertie County will use the \$80,000 nonrecurring grant from the NC Department of Natural and Cultural Resources in FY 2017-18 to provide the resources to complement local appropriations and a Kate B. Reynolds grant adequate to complete the phase one improvements for Blue Jay Recreation Park. Bertie County's mission is to improve the health, safety and quality of life for all of its citizens. The Blue Jay Recreation Committee established in the late 1960's with the one goal of providing wholesome quality recreation for both youth and adults.

**Project Description:** The Blue Jay Recreation Park was established nearly 50 years ago by local residents and volunteer leaders in the "Indian Woods" community of Bertie County, a remote unincorporated area nineteen (19) miles outside the city limits of Windsor, NC. Many of the County's eight municipalities have established walking trails, playground areas and athletic fields to serve children and adults of all ages. As an unincorporated area with no tax base and limited resources, families in the Indian Woods community face many barriers for recreation, healthy exercise activities and safe playgrounds. By contrast, most towns have a park or a public school nearby which affords residents easy access to sporting activities, playgrounds and safe walking trails.

The Board of Commissioners believes that efforts to improve physical activity for people of all ages are one of the first key steps to improving health outcomes. The proposed capital improvements have been approved by the Blue Jay Recreation Committee and represent the first phase of site development to foster physical activity and programming through the County's Recreation Department. The County's capital improvement plan for this fiscal year will include walking trail installation, indoor facility for youth & adults including restrooms, and a concession area.

**Population served:** The Blue Jay Volunteer Fire Department is adjacent to the Blue Jay Recreation Park, providing a place to gather with friends, and family. The number of "protected lives" in the fire district is estimated at 1,400. Bertie County's 2014 per capita personal income of \$16,557 was \$9,051 below the state average, and the figure has decreased overall since 2010. The 2014 median household income of \$29,388 was below the state average by \$17,305. The 2014 median family income of \$38,566 was \$18,762 below the state average according to the latest Community Health Assessment report.

**Project Impact:** Physical community resources such as a school playground or municipal recreation program are not available in the remote, isolated area of Bertie County. As noted earlier, for residents of Indian Woods, it is a nineteen (19) mile trip one-way to reach the Town of Windsor (the county seat) to visit the post office, or to shop at the grocery store. The Leading causes of death are heart disease, cancer and diabetes. 2015 "America's Health rankings" ranks Bertie County number 82 out of North Carolina's 100 counties where one is the best. Bertie County rated:

- 91st in socioeconomic factors
- 88th for quality of life
- 86th overall out of 100 for health factors
- 75th for health behaviors

**Attachment B**  
**Line Item Budget and Narrative**

<b>Revenues</b>	
NCDNCR Grant	80,000
Kate B. Reynolds Charitable Trust	102,500
County Appropriation	89,373
<b>Total Project Revenue</b>	<b>\$271,873</b>
<b>Expenses</b>	
Capital Construction - Indoor Recreation Facility	\$271,873

**Description:** The grant funds will be used for the indoor recreation facility at Blue Jay Recreation Park in Bertie County to serve community residents of all ages.

The indoor recreation facility will include a multipurpose room (75' x 100') which features youth basketball hoops (4) and can be arranged for senior dances, exercise classes, and other recreational programming. The remaining interior space will include handicap accessible restrooms, a concession area (to provide hot dogs, popcorn, sodas, etc.), lobby, small meeting room for nutrition classes and an exercise area with treadmill and stationary cycles. Attached to the main entrance of the facility is a covered picnic area to provide shelter for approximately seven (7) large family-size picnic tables with benches.

**Attachment C**  
**Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

**Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

*North Carolina Department of Natural and Cultural Resources – Grants to Non-State Entities*

Scott Sauer  
County Manager  
Bertie County  
P.O. Box 530  
Windsor, NC 27983

Attn: Scott Sauer  
2017-18 Allocation: \$80,000

Purpose: Appropriation for the Bertie County from the Department of Natural and Cultural Resources for the capital construction project of the indoor recreation facility at Blue Jay Recreation Park. Grant payments shall be made when the Agency receives from the Grantee supporting documents such as executed contracts and invoices to demonstrate encumbrances for items identified in the Grant Contract.

**Part A. TO BE COMPLETED BY ALL RECIPIENTS**

1. Contact's Name: Scott Sauer Telephone: 252-794-6112
2. Contact's Position in Organization: County Manager
3. Federal Identification Number: 56-6000276
4. Kind of Organization: Corporation  Trust  Partnership  Government   
Unincorporated Association  Other
5. Match Required (Circle One): Yes/ No On a  to  basis.
6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) June 30

---

**Part B. TO BE COMPLETED BY ALL RECIPIENTS. FORM MUST BE NOTARIZED**

\_\_\_\_\_  
Signature of individual making request

\_\_\_\_\_  
Notary Public (official seal)

\_\_\_\_\_  
Date Notarized

**Return this form to:**

Joshua Davis, Strategy & Policy Advisor  
NC Department of Natural and Cultural Resources  
4605 Mail Service Center  
Raleigh, NC 27699-4601





# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** D-1

**DEPARTMENT:** Administration

**SUBJECT:** Review recent Hurricane Matthew recovery program correspondence

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

- State NCEM DR17 in the amount of \$1,000,010.
- CDBG-DR in the amount of \$777,500.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

## Scott Sauer

---

**From:** Scott Sauer  
**Sent:** Thursday, November 30, 2017 7:46 AM  
**To:** 'Grant, Michele'  
**Cc:** William Roberson; 'Jessie Miars'; Chris Hilbert; dholland@hcpplanning.com; Reed Whitesell  
**Subject:** Bertie County DRA 17 documents  
**Attachments:** Sbmgr10p17113007470.pdf; Sbmgr10p17113007480.pdf

Ms. Grant,

Good morning and happy Thursday!

Attached for your files, please find enclosed:

- 1) Fully executed **Grant Agreement and Funding Approval 2x040050-5369DR00817** for State DRA 17 Disaster Recovery Funding—one original has been retained by the County
- 2) Two copies executed by the County—**MOA between NCDPS-DEM and Bertie County in the amount of \$1,000,000**—pending signatures from State officials.

Originals will be sent via UPS to your office today.

Thank you for all of your support on this process, and on behalf of the Bertie County Board of Commissioners, please express our collective gratitude to NCEM Director Michael Sprayberry and Deputy Director Joe Wright for their leadership and guidance since September 2016 and beyond.

All the best,

Scott



**Scott T. Sauer** – County Manager

[Bertie County, NC](http://www.bertiecountync.com)

(252) 794-6112

**From:** county.manager@bertie.nc.gov [mailto:county.manager@bertie.nc.gov]

**Sent:** Thursday, November 30, 2017 7:48 AM



# North Carolina Department of Public Safety

*Prevent. Protect. Prepare.*

Roy Cooper, Governor  
Erick A. Hooks, Secretary

Michael A. Sprayberry, Director

November 20, 2017

The Honorable John Trent  
Chairperson  
Bertie County  
PO Box 539  
Windsor, NC 27983



**Subject: Grant Agreement and Funding Approval 2X040050-5369DR00817  
State DRA 17 Disaster Recovery Funding**

Enclosed you will find two copies of the Memorandum of Agreement and Funding Conditions for undertaking the State Disaster Recovery (DR-17) grant awarded to Bertie County.

These should be signed by the Chief Elected Official. When you have executed copies of both documents, please return one copy to the Division of Emergency Management (NCEM). 4236 Mail Service Center, Raleigh, NC 27699-4236. Attention: Michele Grant, Senior CDBG-DR Advisor.

All grant funds are made on a reimbursement basis. To request funds, please submit on official letterhead with appropriate documentation and signed by the designated staff and Chief Finance Officer. Please put your grant number on any correspondence and requisition requests.

The State Division of Emergency Management will soon make contact with county staff to discuss the roll out of the Intake/Application process to begin qualifying income eligible households for assistance. We have also retained Construction Managers at Risk to assist with verifying storm damage, assisting with contractor selection/bidding and documenting adherence to acceptable standards for construction activity. More discussion of this process will be highlighted when we meet with key staff personnel overseeing this program. The goal is to work collaboratively with the county to administer a successful program.

**MAILING ADDRESS:**  
4201 Mail Service Center  
Raleigh, NC 27699-4201  
Telephone: (919) 733-2126

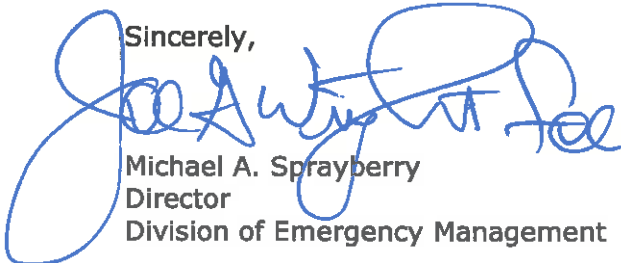


[www.ncdps.gov](http://www.ncdps.gov)  
An Equal Opportunity employer

**OFFICE LOCATION:**  
512 N. Salisbury Street  
Raleigh, NC 27604-1159  
Fax: (919) 715-8477

Page 2  
November 20, 2017

We look forward to working with you and other officials on this grant. Please bear in mind that the grant recipient is ultimately responsible for the success of the grant. Please feel free to contact Michele Grant at (919) 436-2751 if you have any further questions.

Sincerely,  
  
Michael A. Sprayberry  
Director  
Division of Emergency Management

## Funding Approval State DRA 17

1. **Name and Address of Recipient**

Bertie County  
PO Box 539  
Windsor, NC 27983

---

2. **Grant Number and Funding Approval Date**

Grant Number: 2X040050-5369DR00817  
Date of Original Funding Approval: October 12, 2017  
Date of Amended Funding Approval:

---

3. **Approved Projects**

Project Number and Name: State Disaster Recovery (DRA 17)

**Total Grant Award: \$1,000,000**

4. **Funding Approval Conditions**



The following conditions must be removed in writing by NCEM in order for all funds to be released.

**A. *Floodplain Condition:*** No funds may be obligated or expended in any project activity except for the administration activity until the recipient provides NCEM with a certification that the project is not in a floodplain; or with certification that the recipient participates in the flood insurance program, all properties assisted in the project will be covered for flood insurance prior to beginning construction on the property, and all public facilities will be constructed to comply with the applicable floodplain regulations.

**B. Administration Contracts/Inter-local Agreements Condition:** No funds may be obligated or expended in any project activity except for the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.


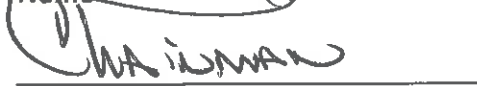
**C. Revised Budget Condition:** If the project budget changes, no funds may be obligated or expended, except for the administration activity until the recipient submits a revised budget and receives approval.

5. **Signature of Authorized Official**

  
Name Michael A. Sprayberry  
  
Title: Director  
Division of Emergency Management

Date 11/22/17

6. **Signature of Authorized Grantee Official**

  
Name  
  
Title

Date 11-29-17

## ATTACHMENT A

### PROGRAM GUIDELINES DRA-2017 DISASTER HOUSING GUIDELINES

Single-Family Homeowner Rehabilitation: up to \$53,000 per applicant for homes with damages totaling less than 51% of its pre-disaster value; additional \$50,000 available on a case-by-case basis due to a home within the 100-year damage plain having repairs exceeding the 50% substantial damage rule thus requiring the home to be elevated as part of the rehabilitation.

Single-Family Homeowner Reconstruction: up to \$105,000 per applicant to rebuild homes with damages totaling 51% or more of the homes pre-disaster value, when all other options have been exhausted including when a structure is technically unfeasible to elevate.

Housing Repair Reimbursement: up to \$60,000 to reimburse homeowners for out-of-pocket expenses to clean and repair their homes following the disaster prior to applying to the Homeowner Recovery Program. The reimbursement of out-of-pocket funds will be paid to homeowners who have disaster related receipts for repairs verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations to address disaster repairs. These costs are only reimbursable if expended within one year of the disaster incident (October 8, 2017).

To exercise the reimbursement option, owners must stop making repairs to their homes while an inspection and site specific environmental review are completed. Owners must comply with all Program requirements, and if there are building code or life-safety issues to be addressed, the owner must commit to completion of the remaining work through other Housing Recovery programs. Costs must be shown to reasonable and necessary as allowed by the program and verified by inspection. All reimbursements will be in the form of grants to the homeowner.

Manufactured Home Repair: Up to \$15,000 per applicant for homes with damages equal to or less than 50% of its pre-disaster value. The Manufactured Home must have a minimum unmet need of at least \$1,000. It must be determined through the inspection that after repairs the home will meet HUD's requirements for decent, safe, and sanitary.

Manufactured Home Replacement: up to \$60,000 per applicant for Manufactured Home replacement when damages total 50% or more of the pre-disaster value of the home. HUD has determined that it is not cost effective to invest repair funds into a significantly damaged Manufactured Home as the overall soundness of the structure is likely compromised. Where a Manufactured Home is determined to have substantial damage (more than 50% pre-disaster value), than the home will be replaced and elevated to one foot of BFE to provide a safer and more sustainable solution for the household.

Home Buyout: NO buyouts.

Temporary Rental Assistance: up to \$10,000 per applicant will be provided to households who are not able to re-enter their homes. Any units occupied and paid for with CDBG-DR funds would be subject to Housing Quality Standards (HQS) inspection.

**National Objective:** LMI, Urgent Need, Slum and Blight, earns less than 80% of AMI

**Eligible Activities:** Rehabilitation; Reconstruction, Acquisition; New Residential Construction; Demolition and Clearance, and Homeowner Assistance

Damage Insurance Assistance: \$2,000 per household for a maximum of two years for LMI homeowners that are located in the 100-year floodplain. Homeowners residing in the floodplain, who receive CDBG-DR assistance for their homes, must maintain damage insurance into perpetuity on the property. To assist LMI homeowners still struggling to get their lives back on track and lessen burdens of recovery, the State will fund the first two years on damage insurance. Potential benefit based upon demonstrated need.

**Priorities:** Homeowner Rehabilitation and Reconstruction: priorities are; a) LMI households who reside in a 100-year floodplain; b) the household member is 60 years of age and older; c) a member of the household receives Social Security Disability Income or Supplemental Security Income.

Homeowner Reimbursement: Funds will be distributed on a first-come-first-serve basis as the program is for repairs already completed in the home.



**Eligible Applicants:**

Homeowner Rehabilitation, Reconstruction, Manufactured Homes: Homeowners who experienced major to severe damage to their primary residence and who are LMI according to HUD Income Guidelines.

Homeowner Reimbursement: Homeowners who were directly impacted by the disaster may apply for reimbursement up to \$25,000. 50% of funds will be reimbursed to LMI households, and 50% will be available for households up to 120% of AMI.

**Grant Conditions:**

**Flood Insurance:** Property owners assisted through the recovery programs will be required to acquire and maintain flood insurance if located in a FEMA designated floodplain. North Carolina will follow HUD guidance to ensure all structures meet guidelines spell out in 44 CFR 59.1. A lien will be placed on all property improved with State funding for a period of no later than 5 years. As a condition for release of the lien, the owner will need to maintain flood insurance and property taxes.

**Floodplain Condition:** No funds may be obligated or expended in any project activity until the Lead Entity provides Emergency Management with a certification that the project area is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project will be covered for flood insurance prior to beginning construction on the property and will comply with applicable floodplain regulations. Counties may opt to provide flood insurance at the time of application for a period not to exceed two years. Thereafter, all properties assisted with state and federal funds must maintain insurance coverage.

The State's Division of Emergency Management has procured Construction Managers at Risk (CMR's) and will administer in coordination with county staff, all construction related projects including housing rehabilitation and reconstruction. The CMR's will take the lead for developing rehabilitation specifications, bid outreach, contract execution, and construction management. The State may consider permitting the County to oversee the construction process upon written approval from the State which will be based on submittal of qualified housing rehabilitation construction managers.



## 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 COMMISSIONER

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

November 28, 2017

Michele Grant, Senior Advisor - CDBG Liaison  
NC Division of Emergency Management  
4218 Mail Service Center  
Raleigh, NC 27699-4218.

RE: Program Amendment – Bertie County Hurricane Matthew CDBG-DR Project

Dear Ms. Grant:

This is to confirm receipt of Bertie County's Conditional Grant Award of \$687,500 in Hurricane Matthew CDBG-DR funds, outlined in a letter from your agency dated November 20, 2017. Attached is the county's acceptance of the conditional award, executed by our Board Chairman.

As you are aware, we have transmitted a formal amendment to this conditional grant to you under separate cover and also by e-correspondence earlier this week. It is my understanding that on November 17th, you had a lengthy discussion with Reed Whitesell of HCP, Inc., the county's Hurricane Matthew management consultant, during which he expressed the county's desire to reallocate the \$90,000 committed to an ineligible neighborhood facilities activity in the original application to the housing reconstruction activity. The formal amendment request, dated 11/27/17, outlines that proposed change. We request that the agency provide an expedient review of that amendment request and approve our full original CDBG-DR grant request of \$777,500.

We are in the process of completing the requested Accomplishments and Beneficiaries form and will submit it by 11/30/17 as requested. We are also working on the other re-submittal requirements and hope to deliver them to you by 12/15/17, as requested. Bertie County's designated liaison with HCP, Inc., during this review process is Ms. Jessie Miars, (910) 392-0060. Please be advised that Bertie County plans to manage all construction activity with its own management consultant and regional small businesses, and we will provide you with that construction management plan by 12/15/17.

Sincerely,

Scott T. Sauer, County Manager

Cc: J. Reed Whitesell, HCP



# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

November 20, 2017

The Honorable John Trent  
Board Chair  
County of Bertie  
PO Box 539  
Windsor, NC 27983

**Subject: Bertie County CDBG-DR Conditional Award Letter in the Amount of \$687,500**

Dear Chairperson Trent:

On behalf of the Governor's Hurricane Recovery Office and the NC Division of Emergency Management, I am pleased to inform you that Bertie County will be entitled to receive up to **Six Hundred Eighty Seven thousand Five Hundred dollars (\$687, 500 )** for a three year grant term as part of the NC CDBG-DR Program. This award is made pursuant under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and Public Law 114-254 which appropriated funding for housing, restoration of infrastructure, and long-term recovery in the most impacted and distressed areas due to Hurricane Matthew in October 2016. The award is also being made in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions. We request that you respond to the conditions listed in Attachment I and submit back to The Division of Emergency Management, attn.: Michele Grant, Senior CDBG-DR Advisor no later than December 15, 2017.

Within the next 12 months and prior to the ending date of the contract, the State Division of Emergency Management will make a subsequent review of the status of your program activities and budget to examine the allocation for any future CDBG-DR funding.

The funding award is subject to all applicable rules, regulations, and conditions subject to the Federal statutes and regulations governing CDBG grants as defined under (24 CFR Part 570), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200) and Environmental Review Procedures for Title I Community Development Block Grant Program (24 CFR Part 58). The grant award is also subject to such further rules, regulations and policies as prescribed by the State of North Carolina per 4 NCAC 19L.1004.

Pursuant to the county application, all project activities must meet a national objective in order to be eligible for Community Development Block Grant-DR funds. There are three national objectives in the CDBG program. This program falls under the National Objective of Low-Moderate Income Persons and Urgent Needs. All program activities must show documentation of one of these national objectives with

**MAILING ADDRESS:**  
4236 Mail Service Center  
Raleigh NC 27699-4236  
[www.ncdps.gov](http://www.ncdps.gov)  
[www.readync.org](http://www.readync.org)



**OFFICE LOCATION:**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685

*An Equal Opportunity Employer*

at least 70% being directed to low and moderate income households.

The County will be required to execute a Memorandum of Agreement which more thoroughly articulates the terms and conditions of your grant award. The Memorandum of Agreement will be submitted upon receipt of the revisions spelled out in Attachment I. Upon receipt of the MOA, the MOA must be approved by the County Board of Commissioners along with an official copy of the minutes. The MOA will need to execute by the Chief Elected Official and returned to Emergency Management.

The following attachment summarizes the terms of the grant funds, key program details and highlights other areas of compliance. The grant shall become effective upon execution of a Memorandum of Agreement (MOA).

Please sign the acceptance and acknowledgement of this award letter by signing three copies. Two copies will be returned to the State. This award letter will be made a part of the Memorandum of Agreement and Contract upon satisfying the items in Attachment I.

If you have any questions, please feel free to contact Michele Grant, Senior CDBG-DR Advisor, Division of Emergency Management at (919) 825-2578. We look forward to working with you over the next several years.

**This award is subject to revisions of application submittal (attached)**  
**Due Date for Revisions: December 15, 2017**  
**Due Date for Acceptance of Award: November 30, 2017**  
**Due Date for Accomplishment and Beneficiaries Form: November 30, 2017**

Division of Emergency Management

By: 

Date: 11/20/17

Name: Michael A. Sprayberry

Title: Director

Chief Elected Official

By: 

Date: 11-28-17

Name: John Trent

Title: Chairman

CC: Scott Sauer, County Manager  
J. Reed Whitesell,  
Holland Consulting Planners, Inc.  
3329 Wrightsville Avenue, Suite F  
Wilmington, NC 28403

## **Attachment I - Application Revisions and Re-Submittal Requirements Bertie County**

1. As a State DRA 17 recipient, Bertie County will commit and draw down state funds prior to expending any CDBG-DR funds for project activities. No CDBG-DR activity funds may be expended until the Environmental Review process has been completed and authorization has been received from Emergency Management to proceed with CDBG-DR program expenditures. If you intend to use both State and federal (CDBG-DR) funds on the same project, an ERR must be done on the entire project.
2. Award amount reduced to \$697,500. Eliminated \$90,000 for library project in Wadesboro. CDBG-DR not eligible for lease payments. Please review with Emergency Management possible other options for library project.
3. Public Hearing Certification and Affidavits: Please submit affidavits for the October 16<sup>th</sup> Public Hearing. Certified minutes of the two public hearings must be submitted.
4. Beneficiary and Performance Form: Due November 30<sup>th</sup>. Show performance indicators by each budgeted activity.
5. Funding Distribution Plan: Please show distribution of funding and number of projected accomplishments by project areas for other UGLG's.
6. Break out activities for single family rehabilitation and single family reconstruction for both stick built and manufactured housing units.
7. The State's Division of Emergency Management has procured Construction Managers at Risk (CMR's) and in coordination with county staff, will oversee all construction related projects including housing rehabilitation and reconstruction. The CMR's will take the lead for developing rehabilitation specifications, bid outreach, contract execution and construction management. The State may consider permitting the County to oversee the construction process upon written approval from the State which will be based on submittal of qualified housing rehabilitation/construction managers.
8. The State will work with the county on intake and processing of applicants under the CDBG-DR program. The Division of Emergency Management will hold a meeting with County staff in early December to discuss this process in more detail.
9. If using consultants for grant management, please provides roles and specific tasks that will be assigned to the grant administrator. Please note that all procurement must follow local, state and federal 2 CFR 200 procurement procedures. Please review with Emergency Management.

**10. Project Budget <sup>1</sup>as Follows: Bertie County**

<b>Activity</b>	<b>Bertie County</b>
Single Family Rehab	\$325,000.00
Single Family Reconstruction	\$325,000.00
Temporary Relocation	\$
Mobile Home Repair	\$
Mobile Home Replacement	\$
Temporary Rental Assistance	\$
Housing Reimbursement	\$
Flood Insurance Assistance	\$
Multi-Family Rental	\$
Neighborhood Facilities <sup>2</sup>	\$0
Infrastructure	\$
Administration	\$37,500.00
<b>Total by County</b>	<b>\$687,500</b>

<sup>1</sup> The Division of Emergency Management will provide construction caps for each program activity and the budget may be adjusted to reflect these construction and program limits.

<sup>2</sup> CDBG-DR funds may not be used to cover lease payments. Please review with Emergency Management alternative proposals for library project.

## Local CDBG-DR Program Implementation Schedule – Critical Tasks

Over the next two-three weeks, as the Lead Entity, there are a number of deliverables that are needed in order for us to move forward with grant set up and having funds available for your intended projects. These tasks can proceed upon receipt of your signed and duly executed acceptance of the Award and upon satisfying all requested revisions to the Division of Emergency Management.

### Tasks

- 1) Revise and Submit back to Emergency Management all items listed as Revisions and Changes. Submit no later than December 15, 2017.
- 2) If you propose to retain a CD Grant Administrator at a minimum, you should:
  - a) Verify that your procurement process adheres to CDBG guidelines 2 CFR 200 - (Review process and proposed scope of services with the Division of Emergency Management).
  - b) Establish review process for evaluation and selection process. A consultant that intends to respond to the RFP/RFQ cannot participate in the development of specifications, requirements, statements of work or invitations for bids or request for proposals/qualifications, including but not limited to, the development of the scoring criteria, the final selection of firms/consultants to be contracted, or the scoring of submissions.
  - c) Establish review committee and verify debarment status.
  - d) Advertise for Services. Advertisement must provide reasonable timelines of at least 15 days for adequate responses and should be published in a newspaper of general circulation. You may post on the State's IPS or other vendor sites or directly solicited. M/WBE and Section 3 businesses must be included on the list of firms to receive the direct solicitation.
- 3) Submit CDBG-DR Accomplishment and Beneficiary Form for each budgeted activity. These forms needs to be **submitted by November 30, 2017**.
- 4) Begin Environmental Review Record
  - a) Complete Environmental Review Record for Exempt Activities - Administration, Planning.
  - b) Identify a staff person who will be responsible for managing your environmental review process and begin procedures for undertaking Tier I and Tier II assessments.
- 4) Begin identifying your pool of applicants by address, and program type for your homeowner recovery programs.





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** D-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Financial update and progress report on the audit for the fiscal year ended June 30, 2017

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



Carr, Riggs & Ingram, LLC  
911 Poverato Drive  
Suite A  
Raleigh, North Carolina 27615  
  
(919) 848-1259  
(919) 848-1295 (fax)  
www.cricpa.com

November 2, 2017

Mr. Williams Roberson  
Finance Officer  
Bertie County, North Carolina  
104 Dundee Street  
Windsor, NC, 2783

The purpose of this letter is to document your wish for us to cease our services as your independent auditors effective October 31, 2017. In the past, we have been engaged to provide auditing services, including the following:

- Performance of an audit under auditing standards generally accepted in the United States of America (GAAS) and *Generally Accepted Governmental Auditing Standards (GAGAS)*.
- Preparation of the financial statements, notes to financial statements, required supplementary information and other information not
- Performance of a Single Audit under *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and the *State Single Audit Implementation Act* if required.
- Other non-attest services, including maintaining depreciation schedules.

Our understanding is that you will engage Jeff Best, CPA, PLLC as your new accounting firm. To ensure continuity of service, the following matters will take place requiring your attention:

- Upon receipt, please work with Jeff Best, CPA to execute a new engagement letter and communicate as needed with the North Carolina Local Government Commission.
- Upon receipt, execute the letter releasing Jeff to review work papers in our files.
- Upon receipt, please execute the acknowledgement to us of the release of documentation and work paper files

We will consider any requests for copies of documents in our work paper files from you or the successor firm. However, providing such copies is at our discretion.

We have outstanding work in progress for which we will not invoice you. It is our intent to provide a smooth transition with your new accounting firm. Please let me know how we can assist in this process.

Very truly yours,

Carr, Riggs & Ingram, LLC  
B. Scott Bailey, Jr., Partner

TO BE COMPLETED BY YOU:

I acknowledge the receipt of this communication and release Carr, Riggs & Ingram, LLC from any further obligation regarding the engagement so described above.

[Signature/Title]



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** D-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Courthouse security renovation project update and budget amendment

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested. Per last meeting, the original project budget did not include a sully port and new entrance for inmate transfer. The estimated cost is \$80,000.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

**Scott Sauer**

---

**Subject:** Courthouse security renovations & improvements

- Five (5) deputy positions approved for funding as of April 1, 2018
  - \$96,000 Renovations for security hardware & equipment at single entry point
  - \$48,000 Audio visual connectivity with BCI & BMRJ for remote 1<sup>st</sup> appearances
  - \$104,000 Surveillance cameras & monitoring equipment
  - \$24,000 Restrooms remodeling
- \$ 272,000 Capital Costs in FY 2017-2018 (not including sally port and inmate security corridor)



**Scott T. Sauer** – County Manager  
[Bertie County, NC](#)  
(252) 794-6112



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** D-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Animal Shelter renovation update

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** The Humane Society has secured a potential donation of a temporary storage/office building (34' x 28') which was a former mobile classroom building.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Recommend a motion to accept this donation as a temporary facility and work within existing budget to connect utilities and set up costs.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



34 x 28



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** D-5

**DEPARTMENT:** Governing Body

**SUBJECT:** Discuss proposed cancelation of December 18, 2017 meeting due to Christmas holiday

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** December 4, 2017

**AGENDA ITEM:** D-6

**DEPARTMENT:** Governing Body

**SUBJECT:** Looking Ahead: pending items/updates

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---