

Bertie County Board of Commissioners



January 22, 2018
4:00 PM

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

BERTIE COUNTY BOARD OF COMMISSIONERS
January 22, 2018
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 Chair Bazemore (**Commissioners Room, Bertie Administration Bldg., Windsor**)
- 4:05-4:15** Opening Invocation and Pledge of Allegiance by Chair Bazemore
- 4:15-4:25** Public Comments (*3-minute time limit per person*)

(A)

***** APPOINTMENTS *****

- 4:25 – 4:35** (1) Presentation by Anna Phipps of the Roanoke-Chowan News Herald – 2018 Crossroads Magazine
- 4:35 – 4:45** (2) Introduction of new deputies by Sheriff John Holley
- 4:45 – 4:55** (3) Presentation of contract amendment and Audit Report (if available) ended June 30, 2017

Board Appointments (B)

1. Copy of Poverty Commission Advertisement – 12/27/17

Consent Agenda (C)

1. Approve Minutes for Regular Meeting 12-18-17
2. Approve Register of Deeds Fees Report – December 2017
3. Water District II Asset Inventory Grant Acceptance Resolution in the amount of \$84,000 from the NC Department of Environmental Quality and approval of project ordinance
4. Approval of \$13,798 grant funding and budget amendment for the Bertie County Soil and Water District to remove debris from Hurricane Matthew in an area of need for clearing and snagging on the upper Salmon Creek, approximately 1.9 miles
5. Tax Release Journal – December 2017
6. Approval to complete land acquisition transaction for Spruill tract (6.33 acres) for the library and cooperative extension facility which is currently under option in the amount of \$60,000

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

Discussion Agenda (D)

1. Teacher Housing Initiative Memorandum of Understanding for all cooperating partners
2. Poverty Commission – review internship proposed in cooperation with the NCACC and VISTA
3. Review and consider for approval:
 - a. Resolution in opposition of newly proposed hunting regulations for white tailed deer season
 - b. Resolution in opposition of the K-3 class size reduction legislation
 - c. Resolution extending property tax deadline to January 12, 2018
4. Discuss the renewal of Central Carolina Holdings scrap tire disposal contract approved in January 2013
5. Consider dates to schedule planning session to review projects and priorities for the new year

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.

Recess



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: A-1

DEPARTMENT: Governing Body

SUBJECT: Presentation by Anna Phipps of the Roanoke-Chowan News Herald – 2018 Crossroads Magazine

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: January 22, 2018

AGENDA ITEM: A-2

DEPARTMENT: Governing Body

SUBJECT: Introduction of new deputies by Sheriff John Holley

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: January 22, 2018

AGENDA ITEM: A-3

DEPARTMENT: Governing Body

SUBJECT: Presentation of Audit Report ended June 30, 2017 and contract amendment (if available)

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: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: B-1

DEPARTMENT: Governing Body

SUBJECT: Copy of Poverty Commission Advertisement – 12/27/17

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: ---



On September 18, 2017, the Bertie County Board of Commissioners officially created the Bertie County Poverty Commission. The goal of this Commission is to “create a substantial platform for engagement,” by convening a group of diverse team leaders and decision makers from multiple agencies committed to reducing the number of children and families living in generational poverty. This new commission will also develop a plan with measurable outcomes that improve access, participation, and/or impact of evidence-based and other promising practices in one or more of the following areas: early childhood education, nutrition, workforce development, and health and human services.

If you or someone you know, has a passion for this cause and would like to serve on the Commission, applications are available on the County’s website (www.co.bertie.nc.us), via fax, or email. Applications can also be picked up from Sarah Tinkham in the Clerk to the Board’s Office. For more information, please call 252-794-5300.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Approve Register of Deeds Fees Report – December 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: ---

**Windsor, North Carolina
December 18, 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
Assistant County Attorney Jonathan Huddleston
Finance Officer William Roberson
Tax Administrator Jodie Rhea
Communications Supervisor JW Stalls
Planning & Inspections Director Traci White

Gene Motley of the Roanoke-Chowan News Herald was present from the media.

CALL TO ORDER

Chair Bazemore called the meeting to order.

INVOCATION/PLEDGE OF ALLEGIANCE

Vice Chairman Wesson led the Invocation and Pledge of Allegiance.

Chair Bazemore called for a motion to adopt the Board's agenda for tonight, December 18, 2017. Vice Chairman Wesson made the requested **MOTION**. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

PUBLIC COMMENTS

Approximately 30 hunters were present at tonight's meeting to show their opposition of the newly proposed hunting regulations that were drafted by the NC Wildlife Association. The Board recognized each member present, and thanked them for their participation.

Chair Bazemore clarified that public hearings would be hosted by NC Wildlife Resources, and that the public comment period was currently open until February 1, 2018. Comments can be submitted via phone or email. She distributed a flyer with further information so that it could be copied and dispersed to other hunters who were interested in the new regulations.

The Chair also recommended that County Manager Sauer work with administrative staff to draft a resolution in opposition of the newly proposed regulations.

Additionally, various members of the Board shared their concerns about the newly proposed regulations, and assured those present that that Board was not in support of the new regulations.

The Board encouraged all of those concerned about the regulations to consider attending our district's public hearing on January 23rd in Edenton at John A. Holmes High School. Bertie County is a part of District I.

Commissioner Wesson also strongly encouraged each hunter present to submit their comments online or make their voices heard in person in Edenton at the public hearing.

The Board clarified that this cannot be halted by the County Commissioners, and that if the law does pass, it will be a State measure which would have to be enforced on the local level.

NOTE – A section of the Bertie County website has been dedicated to the newly proposed regulations, and all information the County currently has about the public comment period is available via a link on the main webpage. For more information, visit <https://co.bertie.nc.us>.

Commissioner Trent made a **MOTION** for County Administrative staff to draft a resolution in opposition of the new regulations. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

A resolution for Board approval will be submitted in January 2018.

There were no other public comments at this time.

APPOINTMENTS

(1) Introductions of new President and Chief Financial Officer of Roanoke-Chowan Community College

Representatives from Roanoke-Chowan Community College (RCCC) were present to introduce the new RCCC President, Dr. Stanley Elliot. Due to scheduling conflicts, the new Chief Financial Officer was unable to attend, but they sent their regards and hoped to be before the Board in the near future.

The Board welcomed Dr. Elliot and expressed their desire for a stronger working relationship with RCCC in the future, and that it was “imperative” for their “relationship to grow” to better benefit Bertie students who attend.

Dr. Elliot shared his thoughts for the new year and stated he was looking forward to working with the Board more closely in 2018.

(2) Board of Education update presented by Interim Superintendent Dr. Del Burns

At this time, Bertie County Public Schools (BCPS) Interim Superintendent, Dr. Del Burns, was present to provide an update to the Board about the school system’s fiscal standing, overall academic performance, and to briefly discuss his experience working with the newly hired Superintendent, Dr. Catherine Edmonds.

Dr. Del Burns discussed that they had not yet received the 2017 Financial Statements, but that they had been made aware of 50 separate findings that would need to be addressed. Currently the reports are under review of the NC Local Government Commission, and could be presented to the Board of Education as early as mid-January 2018.

However, the Interim Superintendent announced that after the continuous hard work of the Board of Education, the current debt level is down to \$290,728 according to the latest figures. It was also reported that this debt “could be retired by the end of the fiscal year.”

Lastly, Dr. Del Burns discussed the various strategies that Board had been using over the past several months to ensure the fiscal soundness of the school system was returned to a desirable state including the securing of a School Improvement Grant of \$2 million. The grant is designated for teacher development.

The Board of Commissioners commended Dr. Del Burns as well as the Board of Education for a job well done in moving as swiftly as possible to address the needs of the school system during difficult times.

Chair Bazemore stated her desire and willingness to work with the Board of Education on offering teacher supplements to allow for better recruitment of qualified teachers.

This would allow Bertie County to better compete with surrounding counties.

Commissioner Lee reported that several counties were considering resolutions concerning the K-3 class size reduction, and suggested the Board discuss this issue in January via resolution.

(3) Elderly exemption applications received by Tax Administrator, Jodie Rhea

Tax Administrator, Jodie Rhea, was present to inform the Board of approximately 10 late application requests for elderly exemptions. The Tax Office sends two separate notices each year for those who qualify for elderly exemptions, but if no response is received, tax bills are adjusted at a higher rate. At this time, 10 applications have been received, and each citizen is seeking the elderly exemption, and were not aware that action needed to be taken in order to still receive said exemption.

Commissioner Trent made a **MOTION** to allow the late applications be accepted for the 10 individuals seeking the elderly exemption. Vice Chairman Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

BOARD APPOINTMENTS

Poverty Commission

This matter was tabled, but the Board did ask that the Clerk to the Board advertise these vacant positions to meet the Board's policy of inclusion adopted in 2013.

CADA Board (update)

County Manager Sauer informed the Board that Curt Kedley of the Good Shepherd Food Pantry had already been appointed on behalf of the food pantry to serve on the CADA Board, and that another individual would need to be appointed to represent the County of Bertie. James Peele, Mayor of Powellsville, was recommended for appointment to the Board, which would still leave an additional position for Bertie resident on the CADA Board.

Commissioner Lee made a **MOTION** to appoint James Peele to the CADA Board per the recommendation of CADA. Vice Chairman Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Chair Bazemore briefly reviewed the following items, and called for a motion to approve the Consent Agenda in its entirety. Commissioner Lee made a **MOTION** to approve the Consent Agenda. Vice Chairman Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 12-4-17
2. **Release Journal** – October 2017
3. **Memorandum of Understanding** – RPO discussed by Commissioner Lee

DISCUSSION AGENDA

Review and consideration of proposed Hurricane Matthew workers for transfer to new positions in various departments – and costs to be absorbed by existing budgets, which will be partially offset by NCWorks OJT worker training funds

At this time, County Manager Sauer recognized Olivia Taylor and Veronica Clark of CADA.

In summary, Mr. Sauer discussed the positions being recommended for approval, and after conferring with the Finance Officer, it was possible to absorb the costs of filling these positions in the current budget. Additionally, for the first two months, up to 60% of the salaries would be reimbursed through the NCWorks OJT program which would provide additional savings to the County.

A vote from the Board would be needed, as well as contracts executed to officially hire the individuals on an OJT basis at first, before being the full responsibility of the County.

Commissioner Trent made a **MOTION** to approve the 9 additional positions in the various departments (Water, Maintenance, Cooperative Extension, Aging), and to receive the assistance from the OJT program in its entirety before the financial responsibility would be transferred to the County. Vice Chairman Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board thanked Ms. Taylor and Ms. Clark for their hard work, and asked for them to extend a welcome to the new members of the County.

Review and consideration of Town of Lewiston-Woodville's request for inspection services in its ETJ

Planning & Inspections Director, Traci White, was present for this portion of the meeting.

This matter was briefly discussed, including the specific code that the Town of Lewiston-Woodville would like to be enforced by the County which was the State Building Code.

Ms. White stated that it would be helpful to all involved to have each town renew or submit a new interlocal agreement to the County so that if the County is needed to enforce the State Building Code, perform condemnations within town limits, and so on, the paperwork would already be in place.

Commissioner Trent made a **MOTION** to accept the resolution submitted by the Town of Lewiston-Woodville for the County Building Code Inspector to work on an as needed basis to implement the State Building Code within the town limits. Vice Chairman Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Albemarle Regional Health Services proposed long range appropriation plan beginning FY 2018-2019

This item was purely informational, and no action was needed.

Calendar Reminders/Event Updates:

January 8, 2018 – 2:00 PM – launch of Bertie County Poverty Commission

January 8, 2018 - 4:00 PM – Regular Board meeting

Review of January 2018 meeting dates and discussion of Planning Session

These reminders were discussed, and the Board was encouraged to monitor their schedules for 2018 so that the regular meeting schedule could be discussed as necessary. Also, the Board was encouraged to brainstorm a date for the annual planning that usually takes place within the first 1-3 months of each year.

COUNTY MANAGER'S REPORTS

The County Manager has no reports at this time.

ASSISTANT COUNTY ATTORNEY'S REPORTS

The Assistant County Attorney had no reports at this time.

PUBLIC COMMENTS

There were no public comments during this section.

COMMISSIONERS REPORTS

Chair Bazemore

Chair Bazemore inquired if a formal answer had been received by the Town of Windsor about a joint meeting in January. County Manager Sauer stated that no written confirmation had been received, but that he had received a phone call from the Mayor of Windsor confirming that the date (January 22, 2018) the County proposed should not be an issue for the Windsor Town Board.

Additionally, the Chair requested that the Board of Commissioners and Board of Education schedule a joint meeting as soon as possible to discuss a recruiting supplement for new Bertie teachers.

Commissioner Trent

Commissioner Trent had no reports at this time.

Commissioner Lee

Commissioner Lee reported that a permanent location had been secured at Colerain Methodist Church for a stand-alone food bank location. The food bank location would be open on the 4th Saturday of each month. In addition, the mobile food pantry would continue until grant funding for the project was exhausted.

Additionally, she encouraged all of those interested to contact Reverend Earley in Colerain to volunteer or provide monetary assistance so that the food pantry could maintain the ability to offer the food pantry.

Commissioner White

Commissioner White wished all of those present a Merry Christmas and Happy New Year.

Vice Chairman Wesson

Vice Chairman Wesson commended the Hope Foundation for a very successful Christmas Open House held earlier in the month, and that 450 citizens attended from all over North Carolina.

ADJOURN

Chair Bazemore **ADJOURNED** the meeting at 8:15 PM.

Ernestine Bazemore, Chair

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 8, 2017

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Approve Register of Deeds Fees Report – December 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 Register of Deeds

Annie F. Wilson
Register of Deeds

P.O. Box 340
Windsor, NC 27983
252-794-5309
www.bertie-live.inttek.net

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of DECEMBER 2017 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$3,287.60
10-0030-4344-03	VITAL STATISTICS-----		\$1,131.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$176.90
10-0030-4344-04	NO. MARRIAGE LICENSE-----	1 @60.00	\$60.00
			<u>\$4,655.50</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$4,441.00
10-0030-4344-10	STATE TREASURER FEE-----	117 @\$6.20	\$725.40
	STATE VITAL RECORDS-----	4 @14.00	\$56.00
			<u>\$9,877.90</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		
			<u>\$9,877.90</u>

Handwritten signature of Annie F. Wilson in cursive.

REGISTER OF DEEDS - BERTIE COUNTY

By: *Shamekia L. Williams, Asst.*

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	17 @\$6.20=	\$105.40
ADDITIONAL PAGES-----	0 @\$0.40=	\$0.00
DEEDS & OTHER INSTRUMENTS-----	106 @\$1.94=	\$205.64



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: C-3

DEPARTMENT: Governing Body

SUBJECT: Water District II Asset Inventory Grant Acceptance Resolution in the amount of \$84,000 from the NC Department of Environmental Quality and approval of project ordinance

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: ---

RESOLUTION BY GOVERNING BODY OF BERTIE COUNTY WATER DISTRICT II

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

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of \$ 84,200 to perform asset inventory and assessment work, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That Bertie County Water District II does hereby accept the State Reserve Grant offer of \$84,200.

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

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

Adopted this the January 8,2018 at Bertie County, North Carolina.

Ernestine Bazemore, Chair,
Bertie County Board of Commissioners

Date _____

ATEST: _____
Sarah S. Tinkham, Clerk to the Board

Date

PROJECT ORDINANCE

# PROJ 18-04				
42-0025-4301-03	\$	84,200	42-8402-5396-12	\$ 87,147
42-0070-3981-65	\$	4,210	42-8402-5396-19	\$ 1,263
	\$	88,410		\$ 88,410
60-7110-5980-72	\$	4,210	60-0090-4991-99	\$ 4,210
TO SETUP BUDGET FOR ASSET INVENTORY AND ASSESSMENT - WD II				
(RESOLUTION ADOPTED ON __/__/__.)				
APPROVED __/__/2017				

February 21, 2017

Bertie County
Post Office Box 530
Windsor, North Carolina 27983

Attention: Mr. Scott Sauer
County Manager

Subject: Asset Inventory and Assessment Grant
Project No. H-AIA-D-17-0062
Bertie County, North Carolina WATER DISTRICT II

Dear Scott:

Congratulations on Bertie County's recent notification from the Division of Water Infrastructure (DWI) that the County has been awarded an Asset Inventory and Assessment Grant in the amount of \$84,200.00. According to the award letter dated February 1, 2017 (attached to this letter) the first project milestone is the submittal of a preliminary project scope that includes a cost estimate and schedule for each major task by March 1, 2017.

I have attached for your review and comment a copy of a recommended project scope, schedule and cost. We used this format on District IV's Asset Inventory and Assessment project and it was been favorably received by the DWI.

You will also note on the bottom of the schedule we have identified the project budget according to the award letter. The DWI has awarded Bertie County \$84,200.00 and there is a required 5%, or \$4,210.00, local match which brings the total project amount to \$88,410.00. There is also a "Grant Fee" that DWI will assess over the life of the project which is 1.5%, or \$1,263.00 of the grant amount. Therefore, the total project funds which can be utilized for this project are as follows:

- \$84,200.00 (Grant) + \$4,210.00 (Local Match) - \$1,263.00 (Grant Fee) = \$87,147.00

Please be reminded that the local match can be provided with "in-kind" services. If you find this schedule to be acceptable we will submit it to DWI. Once DWI reviews this information they will forward to you the grant agreement and information packet. We will also assist you in the execution of the required documents as provided in the information packet.

We look forward to working with you on this project and please let me know if you have any questions regarding the information provided with this letter.

Respectfully,



E. Leo Green, P.E., P.L.S.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: C-4

DEPARTMENT: Governing Body

SUBJECT: Approval of \$13,798 grant funding and budget amendment for the Bertie County Soil and Water District to remove debris from Hurricane Matthew in an area of need for clearing and snagging on the upper Salmon Creek, approximately 1.9 miles

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

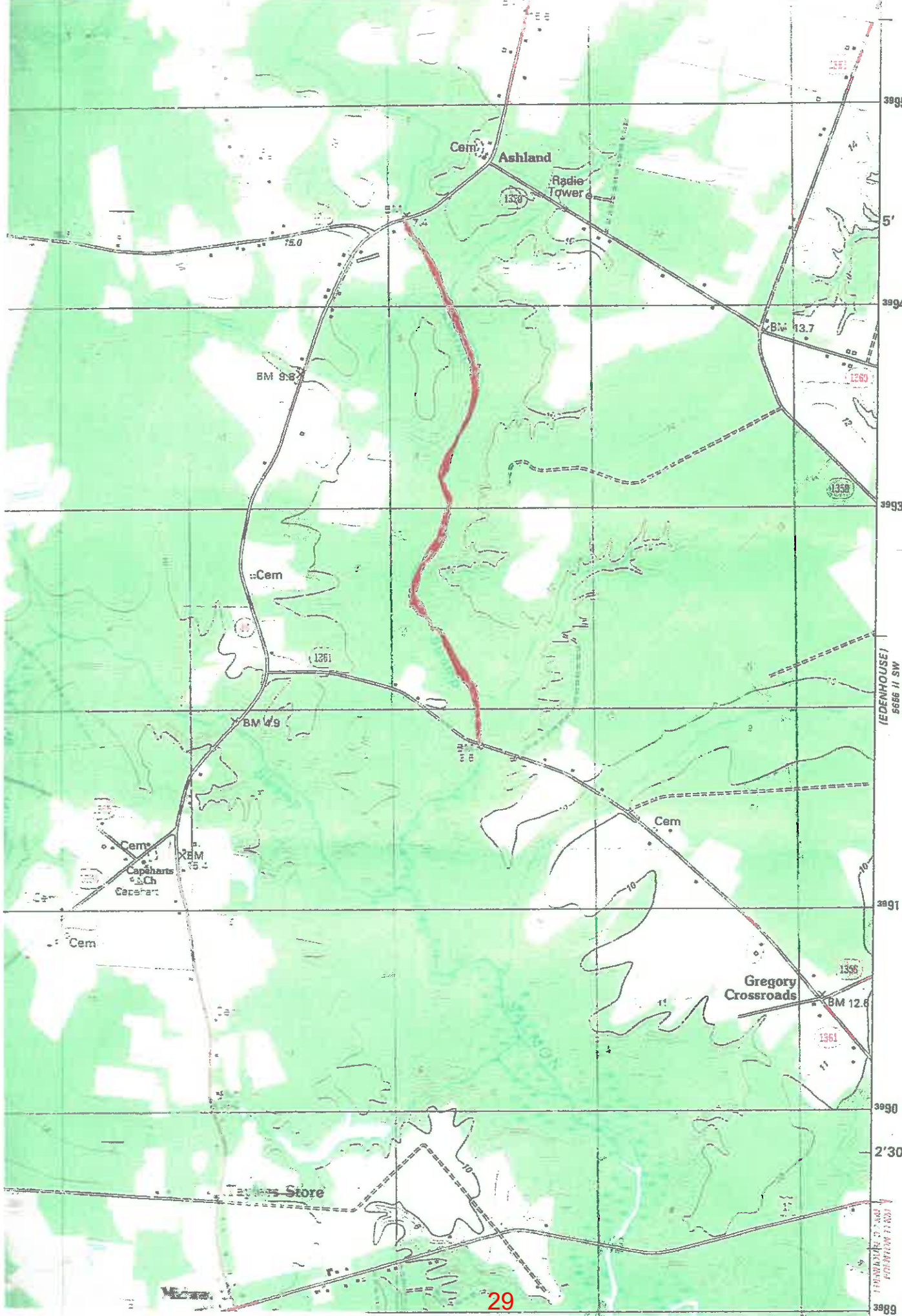
SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---





Feet	Meters
1	.3048
2	.6096
3	.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480

To convert feet to meters multiply by .3048

To convert meters to feet multiply by 3.2808

INVITATION TO BID

From the

BERTIE COUNTY BOARD OF COUNTY COMMISSIONERS

For

HURRICANE MATTHEW

The Bertie Board of County Commissioners is seeking bids for the removal of storm debris from the streams and drainage systems in the area shown (see attached maps for stream locations.) Specifications and a space for your bid are on the next page. We strongly encourage you to look at the site before you place your bids.

Bids will be received by the Bertie Soil and Water Conservation District, County Office Building, 106 Dundee Street - Room 211, Windsor, North Carolina. 27983.

They will be opened on December 28, 2017 at 11:00 a.m. in the Bertie Soil and Water Conservation District Office located in the Bertie County Office Building, 106 Dundee Street - Room 211, Windsor, North Carolina 27983

We reserve the right to reject any and all bids. Call Vic Thompson at (252) 794-5305 or (252) 209-5888 (8:30 am- 5:00 pm) if you have any questions.

CONSTRUCTION SPECIFICATIONS
Hurricane Matthews Storm Debris Removal

1) LOCATION (See attached Maps)

Streams and drainage systems to be cleared are highlighted on the attached maps. The approximate total mileage/footage is 1.9 miles/ 10,000 ft.

2) SCOPE OF WORK

Work will consist of removal of all stream obstruction that impede stream flow or navigation as determined by the project inspector. Leaning trees at a 45 degree angle or greater will also be removed. Natural vegetative materials removed shall be placed on the adjacent stream banks in a manner so that they will not reenter the stream. Work will be performed from the stream channel and below the high water mark of the flood plain in wetland and swamp areas.

3) START AND COMPLETION DATES

Work may be commenced after the bid is awarded and must be completed no later than February 14th, 2018.

4) METHOD

A floating barge or boat with mechanical winch equipment capable of removing trees up to 30 inches in diameter as well as chain saws are mandatory from wetland and swamp areas of this project. Hydraulic excavators may be used in areas where wetlands are not present. Care should be taken to avoid damaging standing trees if at all possible. A contract will not be awarded to any bidder not having the above mentioned equipment. Please attach your equipment list to your bid. Any contractor found dropping trees under the water and leaving them will be terminated immediately.

5) INSPECTION

Work will be performed under the supervision of Vic Thompson, Technician with the Bertie Soil and Water Conservation District. He has the authority to issue a stop and proceed work orders. If any underwater archaeological remains such as small boats or Indian canoes are discovered, the contractor is required to immediately inform the Project Inspector. If the contractor does not execute the contract within 10 days of award by the Board of County Commissioners, Bertie County reserves the right to award the contract to the next lowest responsible bidder.

6) PAYMENT

Requests for payments will be forwarded to the County Finance Office through the Project Inspector. Upon the Project Inspector's certification that the payment is justified, 90% of the request will be disbursed with a retainage of 10% to be held until satisfactory completion of the entire project as determined by the Project Inspector. Requests for payment may be submitted no more often than once a month.

BID \$ _____

Contractor Signature _____ Date _____

BUDGET AMENDMENT

BUDGET AMENDMENT				
		# 18-06		
	INCREASE			INCREASE
10-0025-4473-12	\$ 13,798		10-4960-5399-09	\$ 13,798
SETUP BUDGET FOR CLEARING & SNAGGING				
NCAGR FUNDING FOR STREAM DEBRIS REMOVAL PROJECT				
APPROVED ___/___/2017				



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: C-5

DEPARTMENT: Governing Body

SUBJECT: Tax Release Journal – December 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

January 11, 2018

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 **December** and this request for your approval is made pursuant to a "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____

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Balance a Group

=====

Group: RLS*17*365
Type: A Abatement/Relea
Status: O Open

Group Total:	\$2,731.68-	Group Transaction Count:	13
Transactions Total:	\$2,731.68-	Transaction File Count:	13
Difference:	\$0.00	Difference:	0

=====

Enter certify batch as balanced(B) or cancel(XX)

RLS*17*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	12/19/2017	Copeland, William 15A27019.40	G01	\$65.86	\$0.00	\$6.59		\$72.45
		Listed In Error						
								<u>\$72.45</u>

RLS*17*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	12/19/2017	Copeland, William 16A27019.40	G01	\$60.59	\$0.00	\$6.06		\$66.65
		Listed In Error						
								<u>\$66.65</u>

RLS*17*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2017	12/19/2017	Ward, Blondie 17A5892928696 Late Application	G01	\$247.01				\$247.01
	12/19/2017	Lovegrove, Dorothy Late Application	G01	\$238.28				\$238.28
	12/19/2017	McGee, Mary 17A6801614649 Late Application	G01	\$294.48				\$294.48
	12/19/2017	Gorham, Mary 17A5910514404 Adjustment to BPP audit	G01	\$207.50				\$207.50
	12/19/2017	Mayo, Clara 17A5855876237 Late Application	G01	\$238.81				\$238.81
	12/19/2017	Askew, Virginia 17A6818978424 Late Application	G01	\$229.42				\$229.42
	12/19/2017	Askew, William 17A685977914 Late Application	G01	\$223.82				\$223.82
	12/19/2017	Cherry, Lincoln 17A5881243983 Late Application	G01	\$272.91				\$272.91
	12/19/2017	Bond, Shirley 17A5874174181 Late Application	G01	\$209.94				\$209.94
	12/19/2017	Copeland, William 17A27019.40 Listed In Error	G01	\$56.77		\$5.68		\$62.45
	12/19/2017	Dunlow, Roger 17A6802365923 Late Application	G01	\$313.24				\$313.24
			C08	\$54.72				\$54.72

Tax Collections
 01/11/18
 Group Num 17565
 Abatement

Details Transactions by Group
 Abatement

Seq	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Imp. Check	Trans. Rev	Description
1	12/06/17	13617	17A589228096	601	247.01-	247.01-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
2	12/06/17	8258	17A5910701246	601	238.28-	238.28-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
3	12/06/17	8417	17A6801314649	601	294.48-	294.48-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
4	12/06/17	5147	17A5910514404	601	207.50-	207.50-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
5	12/06/17	17773	17A5855576237	601	238.81-	238.81-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
6	12/06/17	23444	17A6818978424	601	229.42-	229.42-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
7	12/06/17	332	17A6859777514	601	223.82-	223.82-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
8	12/06/17	2817	17A5881243836	601	272.91-	272.91-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
9	12/06/17	23308	17A5874174181	601	209.94-	209.94-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
10	12/19/17	27019	17A27019.40	601	72.45-	72.45-	0.00	0.00	0.00	0.00	0.00	0.00	PG100
11	12/19/17	27019	17A27019.40	601	66.65-	66.65-	0.00	0.00	0.00	0.00	0.00	0.00	PG183
12	12/19/17	27019	17A27019.40	601	62.45-	62.45-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
13	12/19/17	4142	17A6802365923	601	313.24-	313.24-	0.00	0.00	0.00	0.00	0.00	0.00	PG238
14				601	54.72-	54.72-	0.00	0.00	0.00	0.00	0.00	0.00	

Seq#	Date	Account Number	Tax Code	Transaction Amount	Abatement	Levy Amount	Penalty Amount	Addl. Chge	Interest Amount	Present Tax-Check	Fees-Rev	Descriptn
1		DUNLOW, ROGER WADE		367.94	367.94	0.00	0.00	0.00	0.00	0.00	0.00	R- P6239
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Tax Code Totals
 608#17- WINDSOR
 601#15- BRT TAX
 601#16- BRT TAX
 601#17- BPT TAX
 54.72
 72.45
 25.56
 60.90
 2532.18
 2731.68
 2731.68
 18.33
 0.00
 0.00
 0.00

***** Totals By Tax Cycle *****
 Cycle Current Delinquent
 4 0.00 2731.68



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: C-6

DEPARTMENT: Governing Body

SUBJECT: Approval to complete land acquisition transaction for Spruill tract (6.33 acres) for the library and cooperative extension facility which is currently under option in the amount of \$60,000

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: D-1

DEPARTMENT: Governing Body

SUBJECT: Teacher Housing Initiative Memorandum of Understanding for all cooperating partners

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

MEMORANDUM OF UNDERSTANDING

Bertie County Board of Commissioners
Town of Windsor Board of Commissioners
Windsor Township Development Commission
Bertie County Board of Education

WHEREAS, the aforementioned public bodies recognize the strategic value of improving the recruitment and retention of public school teachers; and

WHEREAS, the above-named parties have discussed and evaluated the viability of advancing a teacher housing initiative, utilizing Hertford County’s successful business model which includes fourteen years of operations; and

WHEREAS, the Mid-East Commission (Region Q Council of Government) prepared a market analysis of rental unit availability and conducted a survey of Bertie County school faculty members and staff regarding the need for high quality rental apartments, which resulted in a very favorable scoring of support for creating the availability of apartment housing in Bertie County; and

WHEREAS, the Town of Windsor and Bertie County evaluated three potential sights (two owned by the County and one owned by the Town), and following extensive public input, have jointly approved selection of the 6.33-acre tract owned by the Town; and

WHEREAS, the Town of Windsor has agreed to donate this property (6.33 acres) to the Windsor Township Development Commission for the purpose of providing high quality rental apartments for Bertie County teachers and staff; and

WHEREAS, a working group of community leaders have participated in the development and review of a financial plan and fifteen (15) year business pro forma to support and sustain this project through construction and operation; and

WHEREAS, the Windsor Township Development Commission has agreed to serve as the owner and applicant in order to seek project financing from the State Employees Credit Union Foundation; and

WHEREAS, Bertie County has agreed to handle the day-to-day management of the apartment complex under formal contract with the Windsor Township Development Commission at no management fee to the WTDC utilizing existing staff capacity; and

WHEREAS, the Bertie County Board of Commissioners has successfully prepared a grant application for the Gold LEAF Foundation, and secured a grant amount of \$240,000 to assist with the publicly owned onsite utilities, which will reduce the amount of financing and debt service costs for the project; and

THEREFORE, IT BE UNDERSTOOD, that the parties to this agreement, hereby pledge their respective commitment, collective energy and enthusiasm in order to successfully facilitate the construction and operation of the proposed twenty-four-unit apartment complex on the “Harrell Heights” property consisting of 6.33 acres donated by the Town of Windsor.

BE IT FURTHER UNDERSTOOD, that the Bertie County school system will promote and encourage the availability of these housing units for its staff and teachers.

BE IT NOW UNDERSTOOD, that the representatives of the aforementioned parties, will commence with final preparation of the loan application and submittal to the SECU Foundation.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: D-2

DEPARTMENT: Governing Body

SUBJECT: Poverty Commission – review internship proposed in cooperation with the NCACC and VISTA

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

NCAC's Jason King has provided sample work plans as examples for Bertie County's internship (management fellowship) for Ms. Dominique Walker as she works with Bertie County as staff for the Poverty Commission. As discussed in Mr. King's email, the NCACC can provide up to \$25,000 toward the internship compensation package, and with the VISTA program support available, there will be adequate funds to meet the \$35,000 figure that we discussed with Ms. Walker in December.

In preparation for her assignment in Bertie County, please see below the draft VISTA Assignment Description which can also be adapted for the NCACC management fellowship workplan. The two items should be discussed by the Board of Commissioners on January 8th prior to submitting a formal engagement letter to Ms. Walker in advance of her official start date of February 26, 2018. As I recall, this is the date that we identified at our meeting on December 12th with Ms. Walker.

DRAFT—VISTA Assignment Description—see below:

VAD Title: Bertie County Poverty Commission (new initiative to be launched January 8th 2018)

Site Name: Community Engagement, Empowerment and Awareness Initiative

Primary Focus: Economic Opportunity

Goal of this Project:

“Creating a Sustainable Platform for Engagement” is the vision adopted by the Bertie County Board of Commissioners in establishing the Poverty Commission Initiative. This dynamic process will examine local needs for individuals and families, identify poverty trends and indicators including community asset mapping and local capacity building. The goals for the first year will entail establishing the local commission membership, provide leadership training and install a support system of national and state practitioners (luminaries) to inspire, motivate and build a network of relevant stakeholders. Ultimately, the program goals will include assisting individuals to become more financially secure, develop skills to navigate the modern banking and financial services, improve job readiness, and insure effective community collaboration for all stakeholders.

Performance Period: February 2018 to February 2019 (phase one)

Objective One: Conduct environmental data scan of all relevant socioeconomic statistics for Bertie County.

Member Activities:

- a) Research and analyze state, regional and local databases and prepare “county specific” focus for the subject county (Bertie) and surrounding counties as appropriate;
- b) Organize data for public presentations and training sessions for the Bertie County Poverty Commission;
- c) Prepare talking points and brochures for distribution at civic meetings and other venues to explain the environmental scan results and trend information.

Objective Two: Survey local agencies and service providers and establish a tool kit for asset mapping of critical resources and programs to serve all citizens.

Member Activities:

- a) Coordinate community discussion groups of local stakeholders, both government agencies and private nonprofit organizations (including faith based) in order begin process of identification for asset mapping;
- b) Utilize county management team and department heads for technical support;
- c) Prepare service description matrix and resource location for each geographic area of the county.

Objective Three: Provide training for poverty commission members to better understand factors impacting human behavior, survival and threats to equipping individuals for developing transformational strategies to guide their families, children and themselves in order to improve their financial well-being.

Member Activities:

- a) Seek guidance from local social workers, law enforcement personnel and school administration who can frame the discussion regarding these factors;
- b) Utilize county leadership for input, guidance and community history to gain a better understanding of these factors;
- c) Coordinate closely with faith based leaders sharing case studies (while maintaining confidentiality) and development of work session discussions for poverty commission training; and
- d) Seek examples of mentoring programs from other communities which can be used to develop a model approach for Bertie County.

Objective Four: Identify education, employment, recreation and faith based resources to support families and individuals to improve the quality of life and instill an improved sense of hope for the future.

Member Activities:

- a) Coordinate strategic partnerships with public schools, community colleges and workforce development agencies to strengthen community outreach;
- b) Strengthen local coordination with local recreation providers across organizational lines including nonprofit agencies such as the YMCA of Bertie County;
- c) Create pathways for training, skill development and career opportunities which include entrepreneurship and microenterprises based on self-employment;
- d) Examine suggestions to expand cadet programs (or vocational cooperative apprenticeships) at the high school and community colleges capitalizing on various staffing needs or capital projects.

Objective Five: Assessment of County Services and Program Integration.

Member Activities:

- a) Perform site visits and “shadow” department managers and program staff for observation and assessment;
- b) review customer service procedures for transaction difficulty due to language barriers, lack of comprehension or clear statement of client expectations;
- c) observe client interaction and review procedural impacts for citizens and service recipients; and
- d) propose staff training or procedural adjustments to eliminate barriers to service or other confusion. Paying taxes and water bills, obtaining a permit for a mobile home, communicating with emergency service personnel or registering children for recreation programs may present certain challenges for various members of the public.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Objective Two: Survey local agencies and service providers and establish a tool kit for asset mapping of critical resources and programs to serve all citizens.

Member Activities:

- a) Coordinate community discussion groups of local stakeholders, both government agencies and private nonprofit organizations (including faith based) in order begin process of identification for asset mapping;
- b) Utilize county management team and department heads for technical support;
- c) Prepare service description matrix and resource location for each geographic area of the county.

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Member Activities:

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Objective Four: Identify education, employment, recreation and faith based resources to support families and individuals to improve the quality of life and instill an improved sense of hope for the future.

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Objective Five: Assessment of County Services and Program Integration.

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- b) review customer service procedures for transaction difficulty due to language barriers, lack of comprehension or clear statement of client expectations;
- c) observe client interaction and review procedural impacts for citizens and service recipients; and
- d) propose staff training or procedural adjustments to eliminate barriers to service or other confusion. Paying taxes and water bills, obtaining a permit for a mobile home, communicating with emergency service personnel or registering children for recreation programs may present certain challenges for various members of the public.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

NCACC County Management Fellow - Transylvania County

DRAFT - Work Plan

March 2016

- 1. 10 Year Major Capital Plan Creation and Funding Strategy**– Assist in the creation of the County’s five year Capital Improvement Plan (CIP). This will include matching requested County, Public School, and Community College projects with projected future funding streams working with finance, administration and other agencies.
- 2. Budget Management / Analyst Responsibilities** – Assist administration and finance in the nonprofit funding application process for FY 18.
- 3. Strategic Plan** – Work to gather the measurement information in the adopted Strategic Plan including an employee satisfaction survey effort to provide snapshot baseline data in 2016 for a report to commissioners. Assist administration in implementing tools to keep integrate the strategic plan in the decision making process.
- 4. Performance Measurement/Annual Work Plan Management** - Work with multiple County departments and nonprofits who receive funding to provide a 6 month snapshot and end of fiscal year report to show progress made on the Annual Work Plan for FY 17. Assist in drafting the Annual Work Plan for FY 18 along with the approved budget. Assist administration in refining the process of performance measurement within the budget process.
- 5. Facilities / Fleet Condition Assessment** – Assist with creating and implementing a policy to ensure all County owned facilities and vehicles are properly maintained and utilized. Evaluate the County’s existing vehicle replacement system and facilities preventative maintenance / work order system and recommend areas for improvement.
- 6. Website Update and Communications** – Work with consultant to refine the communications plan and aid in implementing portions within including a social media protocol for those departments with pages. Work with IT to revamp the website to make sure that information is current and relevant.

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Cleveland County Government, North Carolina
NCACC-ICMA County Government Management Fellow
Work Plan Overview

Summary:

This position would reside in the County Administrative Building and report in to the County Manager, through both the Finance Director and the Community Services Director.

Project Management Assistance to include:

- Budget and Management Benchmark Analysis of Peer NC Counties to determine Best Practices in numerous departmental areas of operations and service delivery design. Goal: Streamline service delivery and/or reduce costs.

Organizational Communication Strategies Assistance to include:

- Enhanced employee communication and project recommendation implementation for the 2017 Classification and Pay Plan Study, currently underway. Goal: Improve employee communication throughout the organization.
- Enhanced employee communication for the 2017 County Space Needs Study, currently underway. Goal: Improve employee communication throughout the organization specific to this study's findings and County's strategies moving forward to implement recommendations.
- Enhanced employee communication and support for the 2018 IT Software Conversion that will affect every county department over an 18-24 month period.

Development of Formalized Training and Development Program/County-wide focus

- Benchmark and visit other local governments in North Carolina to guide the County in the development of a more formal employee training program. Goal: Improve and formalize the County's training and education programs.
- Examine the County's Tuition Reimbursement Program to determine effectiveness of current program. Goal: Improve County's educational programs.

Assist with management of the County's Self-Funded Health Fund.

- Review best practices and wellness initiatives to determine potential for continued improvement for our Health Wellness initiative.

Assist with County Commissioner research of ideas for implementation to include summary analysis and recommendations in areas to include:

- Creation of County-City partnership (CNG Gas filling station)
- Fleet CNG Policy (Goal to reduce energy consumption for a blended fleet in some areas of County government).
- Innovative Retail recruitment strategies from other communities.
- Additional Topics TBD

Day to Day Operations Support:

- As a vital team member in the County Administration, this team member would support day to day operations with routine deadlines as determined through weekly team meetings with county manager office staff.

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NCACC County Management Fellow Work Plan – Rockingham County, NC

Fiscal Year 2016/17

1. Comprehensive Emergency Plan for Rockingham County Voting Locations

In collaboration with the Board of Elections, develop a comprehensive emergency plan for Rockingham County voting locations. Our current emergency plan was developed many years ago and desperately needs to be updated. The project would involve reviewing our current emergency plan, other emergency plans we have used in the past, and example emergency plans from other County Boards of Elections and using that information to develop an updated, comprehensive emergency plan.

- Phase 1: Develop Draft Emergency Plan
- Phase 2: Work with Elections Director to review Draft Emergency Plan
- Phase 3: Meet with Elections Director, Emergency Personnel from various Rockingham County Agencies, Safety & Risk Manager, and possibly others to discuss Draft Emergency Plan
- Phase 4: Revise Draft Emergency Plan
- Phase 5: Meet with Elections Director to review Revised Draft Emergency Plan
- Phase 6: Develop Final Emergency Plan
- Phase 7: Meet with Elections Director and Elections Board Members to present Final Emergency Plan for Board approval.
- This project would begin in January 2017 (tentative).

2. Budget Management / Analyst Responsibilities

Assume responsibility for budget development and monitoring for one or more County department operating and capital budgets.

3. Wellness Clinic Analysis

Build upon and implement the work completed by the previous County Management Fellow related to the County's on-site wellness clinic. Work with the Human Resources Director to examine the services provided and hours of operation of the current clinic to determine if any changes are programmatically/financially warranted. Analyze whether the clinic makes financial sense for the County now that we are self-insured. Research other wellness clinics across the state to determine any commonalities and/or best practices.

4. Early Retirement Incentive Program

Work with the Human Resources department to analyze potentially offering an Early Retirement Incentive Program. This would involve comparing similar programs in other counties, determining incentive amounts and payment structure, and conducting best practice research on employee communication methods for offering this type of program.

5. Consolidated Health and Human Services (HHS) Analysis

Rockingham County operates a combined Health and Human Services (HHS) department rather than standalone Social Services and Public Health departments. This analysis, which would be completed in close partnership with the County Manager, would examine the effectiveness of consolidated HHS agencies statewide versus their non-consolidated counterparts. Work would include studying other counties' agencies and existing research for common structural traits, the pros and cons of operating a consolidated agency, as well as an inventory of what functions the County has consolidated and recommendations for future consolidation areas.

6. Contracted Services Analysis

In collaboration with Strategic Management, research common services provided by counties that have been effectively contracted out to the private sector and explore the reasons the contracting was a success. Use the results of this research to examine how Rockingham provides services (in-house versus contracting) and develop alternative service delivery scenarios for consideration.

7. Rescue Squad Funding Models

Perform a benchmarking analysis with Rockingham County's peers to determine how and at what level other local governments fund Rescue Squads. Conduct research on effective funding models and provide recommendations on whether to maintain or change how the County currently funds this service.

8. Service Collaboration between Counties and School Systems/Municipalities

Research successful collaborations between counties and other local governments/school systems in providing services (examples include fleet maintenance and information technology). Findings from this research will be used to examine current service provision to determine if opportunities for increased collaboration exist.

9. Assist with Implementation of New Integrated Health Care Program

Fiscal Year 2016/17 marks the beginning of Rockingham County's new Integrated Health Care Program. This program is a partnership between the County's EMS system, Division of Social Services, CenterPoint Human Services / Cardinal Innovations (the County's mental health manager of services), and other community agencies/organizations to provide multi-disciplinary treatment to high utilizers of EMS. In partnership with the Health and Human Services Director, assist with performance measurements related to this program as well as analyzing critical data that has the ability to impact future programs in the state who replicate this model.

10. Succession Planning Evaluation

Evaluate the County's current succession planning efforts by performing best practice research into effective programs in other counties. Provide recommendations on future initiatives that would enhance the County's efforts in this area.

11. Sales Tax Examination for Municipalities in Multiple Counties

There are several municipalities that are in both Rockingham County and surrounding counties (Stokesdale, Summerfield, Pelham, Gibsonville, etc). Frequently, the NC Department of Revenue will distribute point of sale sales tax revenue to the County in which the municipality is primarily located rather than to the County of the specific address. This project would therefore work in collaboration with the Tax Office, Finance Office, GIS, and the NC Department of Revenue to analyze address data and capture any currently lost revenue.

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DOMINIQUE WALKER

Education

North Carolina Central University, Durham, NC

Master of Public Administration, May 2018

Bennett College, Greensboro, NC

Bachelor of Arts, cum laude, Political Science, May 2015

Minor: Global Studies

Overall GPA: 3.5

Accomplishments

- Coordinator – NCACC Civics Challenge (summer 2017)
- Harry L. Jones Memorial Scholarship – National Forum for Black Public Administrators (spring 2017)
- Recipient - Student Service Impact Award (spring 2017)
- Study abroad – Italy (Richmond University in Rome), South Africa (summer 2014)
- Benjamin A. Gilman International Scholarship (spring 2013)
- Community Foundation of Western Massachusetts Scholar (2011-present)

Skills

- Technology skills in data analysis tools and Microsoft Office
- Exceptional public speaking skills
- Proven leadership capabilities
- Excellent communication skills
- Experienced in social media channels
- Driven team leader

Work Experience

North Carolina Association of County Commissioners, Raleigh, North Carolina 6/2016 – 8/2017

Graduate Intern

- Researched, documented, and published best practices of efficient and effective government by local governments
- Interviewed, highlighted, and published nine initiatives throughout North Carolina based off a list of best practices for economic development which include: quality of life, agribusiness, agritourism, tourism, industrial parks, local government collaborations, and employee-owned/worker-owned companies
- Served as the Coordinator for the NCACC Civics Challenge, a scholarship competition for NC high school students to promote either “My County” or “Mental Health among High School Students”
- Served as a judge for the Local Government Federal Credit Union Excellence in Innovation Award
- Reviewed specific legislation from North Carolina Senate and House bills and summarized them for budget reports
- Assisted in managing the Association website
- Researched and compiled a code of ethics database of North Carolina counties for the Research Department



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: D-3

DEPARTMENT: Governing Body

SUBJECT: Review and consider for approval:

- a. Resolution in opposition of newly proposed hunting regulations for water fowl and deer seasons
- b. Resolution in opposition of the K-3 class size reduction legislation
- c. Resolution extending property tax deadline to January 12, 2018

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



BERTIE COUNTY

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

**BOARD OF
COMMISSIONERS**

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

**RESOLUTION
OPPOSING PROPOSED RULE AMENDMENTS TO 15A NCAC 10B .0203 SHORTENING
THE SEASON FOR WHITE TAILED DEER HUNTING**

WHEREAS, the lands of northeastern North Carolina, and more specifically, Bertie County are desirable for the hunting of white tailed deer.

WHEREAS, the hunting of white tailed deer is a treasured part of the life, culture, and heritage of this area.

WHEREAS, the hunting of white tailed deed is vital to the local economy promoting tourism.

WHEREAS, Bertie County has a population of 18,967 people and is ranked in the top four of the most economically distressed counties in the state since 2015, more specifically¹:

- 2015- #1
- 2016- #2
- 2017- #3
- 2018- #4

WHEREAS, according to the National Survey of Fishing, Hunting and Wildlife-Associated Recreation, the following statistics apply for 2011 to the State of North Carolina:

1. There are 335,000 resident and non-resident hunters
2. These hunters hunted a total of 7,608,000 days
3. Total expenditures related to hunting of \$525,281,000
 - a. Trip related expenditures for hunting of \$224,550,000
 - b. Equipment and other expenditures for hunting of \$300,726,000
4. Average cost per hunter \$1,507.00

WHEREAS, the most recent economic statistics available to the County are those show above from 2011, but all empirical data indicates that the amount spent by hunters in Bertie County has increased since 2011.

WHEREAS, many landowners and hunters in Northeastern North Carolina, and specifically Bertie County, lease land for the sole purpose of White-Tailed deer hunting, or rent land for the purpose of guiding tourists/hunters in pursuit of white tailed deer.

WHEREAS, White-Tailed deer hunting generates income in Northeastern North Carolina including, Bertie County, for an already economically stressed population and community.

¹ The Rankings range from 1 to 100 with 1 being the most economically distressed.

WHEREAS, the proposed rule changes to the current White-Tailed deer hunting regulations would decrease the number of days for black powder hunting during the 2018-2019 season by a minimum seven (7) days.

WHEREAS, the proposed rule changes to the current White-Tailed deer hunting regulations would decrease the number of days of regular gun season by nine (9) days in 2018-2019 season.

WHEREAS, it is suggested by the proposed rule changes that there will be no local economic costs as a result of the rule changes which is contrary to the economic reality to places such as Bertie County, North Carolina.

WHEREAS, the reduction in the number of legal days for White-Tailed deer hunting would have a significant impact on the local economy of Northeastern North Carolina specifically including Bertie County.

WHEREAS, the proposed rule changes do not account for the economic loss to the local economy, more specifically, the loss in income brought about by a reduction of the number of days available for guiding, lodging, and other tourism related to hunting White-Tailed deer.

WHEREAS, the proposed rule changes state it will provide a better deer herd for hunters, however no empirical evidence is shown to substantiate said claim, and no study or evidence is referenced detailing a decline in quality of the deer population in Northeastern North Carolina or Bertie County.

WHEREAS, implementation of the proposed rule changes will have a significant detrimental effect on the local economy of both Northeastern North Carolina and Bertie County, and jeopardize future efforts to improve economic activity in the area based upon its valuable and vast natural resources.

NOW THEREFORE BE IT RESOLVED, that Bertie County opposes any rule change, policy, or legislation that reduces the number of days allowed for the hunting of White-Tailed deer and a copy of this resolution is to be served upon the North Carolina Wildlife Commission by the Bertie County manager as soon as possible.

The foregoing Resolution was introduced by Commissioner _____, seconded by Commissioner _____, and adopted by the Bertie County Board of Commissioners by a unanimous vote.

This the 8th day of January, 2018.

Tammy Lee

Ernestine Bazemore

John Trent

Stewart White

Ronald "Ron" Wesson

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BERTIE COUNTY

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

BOARD OF COMMISSIONERS

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

RESOLUTION REGARDING K-3 CLASS SIZE REDUCTION IMPLEMENTATION BY BERTIE COUNTY BOARD OF COMMISSIONERS

WHEREAS, pursuant to S.L. 2017-9, local school districts in 2018-19 are required to set class size averages in grades K-3 that equal the State classroom teacher funding ratios and will have to meet more restrictive individual class size maximums across those grade levels; and

WHEREAS, an immediate reduction in the K-3 class size maximum will worsen an already very difficult environment for LEAs in finding licensed and qualified teachers to fill classrooms, most likely leading to more classrooms taught by long-term substitutes or lateral-entry teachers, who do not have the pedagogy and classroom management training necessary; and

WHEREAS, equalizing the average and funded K-3 class size ratios will result in the loss of flexibility to generate State funding for teaching positions in program enhancement courses like art, music, physical education; and

WHEREAS, in Section 2.1 of S.L. 2017-197, the General Assembly declared its intent to create a new funding stream for program enhancement teachers starting in 2018-19; and

WHEREAS, separate, additional funding allotments for program enhancement teachers like art, music, and physical education are essential to provide each student in North Carolina a sound and basic education, and

WHEREAS, even when this funding is provided, there are still classroom space and staffing challenges in implementing the new K-3 class size requirements which are outlined below; and

WHEREAS, the immediate reduction in individual class size maximums in grades K-3 would in turn increase the number of physical classrooms required at these grade levels, adding to already \$____ million in unmet school capital needs in Bertie; and

WHEREAS, Durham Public Schools estimates that in order to comply, Durham Public Schools would need to build 63 new classrooms and hire 90 additional teachers for 2018-19; and

WHEREAS, Bertie County Public Schools does not have capital funding to build new classrooms or purchase additional modular classrooms and a new modular unit requires approximately one year to bring online; and

WHEREAS, Bertie County Public Schools lacks space to implement the class size reductions; and

WHEREAS, County Commissioners and Local Boards of Education are already working together to budget and plan for the 2018-19 academic year and this issue requires immediate attention by the NCGA.

NOW, THEREFORE, BE IT RESOLVED that we the members of the Bertie County Board of Commissioners respectfully request that the General Assembly fully fund small classes and slow implementation of the K-3 class size reductions outlined in S.L. 2017-9 through a multi-year phase-in that allows time for the legislature and school districts to address the challenges delineated above, and

BE IT FURTHER RESOLVED that the NCGA provide full funding for all enhancement teachers, and

BE IT ALSO RESOLVED that the NCGA approve HB 866: Public School Building Bond Act of 2017, so that districts across North Carolina are better able to meet their school facility needs associated with class size reduction and growth

Adopted this ____ day of January, 2018.

Ernestine Bazemore, Chair,
Bertie County Board of Commissioners

Sarah Tinkham, Clerk to the Board

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BERTIE COUNTY

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BOARD OF

COMMISSIONERS

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

RESOLUTION EXTENDING DATE BY WHICH BERTIE COUNTY TAXES MAY BE PAID WITHOUT INTEREST

WHEREAS, North Carolina General Statutes 105-395.1 sets a date of January 5 for the payment of county property taxes without interest; and

WHEREAS, that date may be extended when county offices are closed for weekends of holidays; and

WHEREAS, Bertie County experienced significant snowfall and ice beginning Wednesday, January 3, 2018 necessitating partial closure of Bertie County Offices on January 3, 2018, all day closures from January 4, 2018 through January 8, 2018 and a delayed opening on January 9, 2018; and

WHEREAS, it is fair and reasonable under these circumstances to extend the deadline by which taxpayers may pay county property taxes without interest until 5:00 PM on January 12, 2018; and

NOW THEREFORE BE IT RESOLVED, that the January 5, 2018 deadline to pay Bertie County property taxes without interest is extending until 5:00 PM on January 12, 2018 due to inclement weather.

Adopted this ___ day of January, 2018.

Ernestine Bazemore, Chair,
Bertie County Board of Commissioners

Sarah Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: D-4

DEPARTMENT: Governing Body

SUBJECT: Discuss the renewal of Central Carolina Holdings scrap tire disposal contract approved in January 2013

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract (“Contract”) made and entered on this first day of January, 2018, by and between Bertie County, a political subdivision of the State of North Carolina, hereafter referred to as “County” and Central Carolina Holdings, LLC, a North Carolina Corporation with principal business offices located at 1616 McKoy Town Road, Cameron, NC 28326, hereafter referred to as “Contractor.”

WITNESETH

WHEREAS the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

WHEREAS the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service:

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage one (1) trailer at the County Landfill and to transport, process, recycle or dispose of all scrap tires loaded in said trailers. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein. County shall be responsible for contacting Contractor that trailer(s) needs to be removed.

3) Term

This Contract shall be in full force and effect for a period of three (3) years from the date of execution, unless terminated earlier per Section 7, with two (2), 1 year automatically extended annual renewal terms at the end of each successive term

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer and replace with an empty trailer within forty-eight (48) hours of contact by the County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load and the load origin.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$128.28 per ton and a \$15.00 per load environmental fee will be assessed on each trailer of recycled tires.

The contract shall provide for an annual adjustment calculated on March 1 after the first full year for cost of business inflationary increase; the inflationary increase will be effective on July 1 of the same year. The Consumer Price Index for the South Region of The United States will be used to determine the inflationary increase and can be accessed by internet at <https://data.bls.gov/cgi-bin/surveymost?cu> .

Fuel has become very unpredictable and unusually expensive. It is important the Contractor to maintain quality and fair service, and to do this the Contractor has developed the following process to meet its drivers' needs and be fair to customers. The average price is verified weekly from the U.S. Energy Information Administration and can be accessed by internet at <http://www.eia.gov/petroleum/gasdiesel/> or by phone at 202-586-6966. The price adjustments per mile are listed below:

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

Price per Gallon	Price Adjustment per mile
\$0.00 - \$1.99	0
\$2.00 – 2.49	+\$0.25
\$2.50 - \$2.74	+\$0.30
\$2.75 - \$2.99	+\$0.35
\$3.00 - \$3.24	+\$0.40
\$3.25 - \$3.49	+\$0.45
\$3.50 - \$3.74	+\$0.50
\$3.75 - \$3.99	+\$0.55
\$4.00 - \$4.24	+\$0.60
\$4.25 - \$4.49	+\$0.65
\$4.50 - \$4.74	+\$0.70
\$4.75 - \$4.99	+\$0.75
\$5.00 - \$5.24	+\$0.80
Formula follows with the price of fuel	

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Termination

This contract may be terminated according to any of the following provisions:

- a) Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.
- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto at any time.
- c) The County may terminate this contract at any time if the Contractor is found to be in violation of Federal, State or Local waste management laws or allows their permits to lapse or should the Contractor’s service put the County in violation of said laws.

8) Force Majeure

- a) Definition: Force Majeure – For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

invoking the same, including without limitation: acts of God or of a public enemy, acts of government or Governmental authority in its sovereign or contractual capacity, wars, riots, fires floods, explosions, epidemics, boycotts, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

- b) **Suspension of Performance:** The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.
- c) **Notice:** In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume. In the event of excessive fuel prices for over the road diesel, Contractor and County will negotiate satisfactory terms for both parties involved.
- d) **No Unreasonable Delay:** Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, Compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

9) Representation

9.1 The Contractor represents warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that the execution, delivery and performance of this Contract by County have all been duly and validly authorized by all government action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

Contractor does hereby warrant that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) Hold Harmless

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract. In the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, the Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the county harmless therefrom.

12) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice Bertie County, NC.

13) Miscellaneous

13.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

- 13.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.
- 13.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.
- 13.4) This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.
- 13.5) This Contract shall be governed by the laws of the State of North Carolina.
- 13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part thereof.
- 13.7) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.
- 13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt.
- 13.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.
- 13.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA
Bertie County
CENTRAL CAROLINA HOLDINGS, LLC

Notices:

Contractor

Central Carolina Holdings LLC
Attn: Tom Frye
1616 McKoy Town Rd.
Cameron, NC. 28326

County

County Manager
Bertie County
P.O Box 530
Windsor, NC. 27983-0530

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals
as of the date first above written.

COUNTY OF BERTIE:

BY: _____

ATTEST:

CENTRAL CAROLINA HOLDINGS, LLC:

ATTEST:



BY: Tom Frye

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

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STATE OF NORTH CAROLINA
BERTIE COUNTY
CENTRAL CAROLINA HOLDINGS,LLC.

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 1st day of January, 2013, by and between Bertie County, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, N.C. 28326, hereafter referred to as "Contractor".

WITNESETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

WHEREAS, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage one trailer at the County landfill and to transport, process, recycle and/or dispose of all scrap tires loaded in said trailer in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 7 (b).

STATE OF NORTH CAROLINA

BERTIE COUNTY

4) Time of Performance

Contractor shall remove each loaded and replace with an empty trailer within forty-eight (48) hours notice by the County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanks giving, Christmas and the day after Christmas.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load, and the load origin.

.6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$ 88.00 per ton. Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our driver's needs and be fair to our customers. We call the Energy Information Administration Diesel Fuel Hotline 202-556-6966 every week on Monday to establish our fuel surcharge for the week. We establish this surcharge on the following basis. We use \$ 2.00 as our price point,

Price	Fuel Surcharge
0- \$ 1.99	0
\$ 2.00 - \$ 2.25	.05 per mile
\$ 2.26- \$ 2.50	.10 per mile
\$ 2.51- \$ 2.75	.15 per mile
\$ 2.76- \$ 3.00	.20 per mile
\$ 3.01 - \$ 3.25	.25 per mile
\$ 3.26- \$ 3.50	.30 per mile
\$ 3.51 - \$ 3.75	.35 per mile
\$ 3.76 - \$4.00	.40 per mile
\$ 4.01 - \$ 4.25	.45 per mile
\$ 4.26 - \$ 4.50	.50 per mile
\$ 4.51 - \$ 4.75	.55 per mile
\$ 4.76 - \$ 5.00	.60 per mile

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile

STATE OF NORTH CAROLINA

BERTIE COUNTY

records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor

7) Termination

This contract may be terminated according to either of the following provisions:

- a) **Default:** If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.
- b) **Mutual Agreement:** This Contract may be terminated by mutual agreement of the parties hereto, at any time.

8) Force Majeure

a) **Suspension of Performance:** The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.

b) **Definition:** Force Majeure – For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) **Notice:** In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume. In the event of excessive fuel prices for over the road diesel, contractor and County will negotiate satisfactory terms for both parties involved.

d) **No Unreasonable Delay:** Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

9) Representations

STATE OF NORTH CAROLINA

BERTIE COUNTY

9.1) The Contractor represents warrants and covenants to County that:

- a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.
- b) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- c) Contractor has valid rights of control with respect to its plant size.
- d) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that:

- a) The execution, delivery and performance of this Contract by County have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

10) Insurance

Contractor does hereby warrant that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) Hold Harmless

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, The Contractor will defend the County in any such suit or proceeding at

**STATE OF NORTH CAROLINA
BERTIE COUNTY**

the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, The Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the county harmless therefrom.

12) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice, Bertie County, N.C.

13) Miscellaneous

13.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

13.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

13.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.

13.4) This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.

13.5) This Contract shall be governed by the laws of the State of North Carolina.

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part thereof.

13.7) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail, return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt..

STATE OF NORTH CAROLINA

BERTIE COUNTY

Contractor
Central Carolina Holdings LLC.
Attn. Tim McNeill
1616 McKoy Town Rd.
Cameron, N.C. 28326
(919) 499-2301

County
Bertie County
P.O. Box 530
Windsor, N.C. 27983

13.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.

13.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

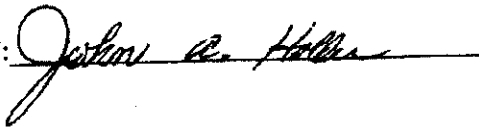
COUNTY OF BERTIE

BY: 

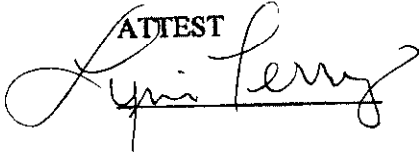
ATTEST



CENTRAL CAROLINA HOLDINGS LLC.

BY: 

ATTEST





Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 22, 2018

AGENDA ITEM: D-5

DEPARTMENT: Governing Body

SUBJECT: Consider dates to schedule planning session to review projects and priorities for the new year

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---