

Bertie County Board of Commissioners



March 12, 2018
6:00 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
March 12, 2018
Meeting Agenda
Commissioners meeting room, Windsor, NC

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.

- 6:00** Welcome and Call to Order by Board Chair Bazemore
- Opening Invocation and Pledge of Allegiance by Commissioner Trent
- Public Comments (3-minute time limit per person)

(A)
***** APPOINTMENTS *****

- (1) Mid-East Commission proposal to a) assist with 2020 Census data integrity project; and b) presentation of 2018 CDBG Broadband grant administration agreement (funding provided by Roanoke Electric Cooperative for local match).
- (2) Republic Services update on convenience center operations and presentation of franchise renewal request
- (3) Town of Lewiston-Woodville request for tipping fee waiver for demolition project
- (4) Tax Administrator's presentation of bid proposal for two lots on Grandy Lane per Judgement Confirming Sale

Board Appointments (B)

1. Vacancies—Nursing Home Advisory committee and Poverty Commission

Consent Agenda (C)

1. Approve Minutes for Regular Meeting 2-19-2018
2. Approve Minutes for the Board acting as the Board of Commissioners for Bertie County Water District III meeting for adoption of USDA Bond Resolution 2-19-2018
3. Register of Deeds report
4. Approval of 2020 revaluation services contract with Piner Appraisal, Inc. based on revised terms.
5. Tax Release Journal-January
6. Budget amendments
7. Water District II – Change order in the amount of \$32,448.84 and remaining project contingency is \$9,857.16

8. Water District IV – Change order in the amount of \$17,973.40 and remaining project contingency is \$55,150.60

*****OTHER ITEMS*****
Discussion Agenda (D)

1. Teacher Housing Initiative project update related to Windsor Township Development Commission's SECU loan application and review of related NC General Statutes which may be applicable.
2. Review and consider legal services proposals for multi-jurisdictional litigation related to the OPIOID cases filed by NC counties
3. Review of recent resolutions adopted by Dare County:
 - (a) opposing any adverse change in the definition of commercial fishing operation;
 - (b) requesting Governor's review and examination of current membership of the NC Marine Fisheries Commission

4. Calendar review:

March 13-14: NACO & NCACC White House meeting

March 18: Site "X" tour by NC Coastal Land Trust representatives

March 28: TGOW and Site "X" tour by State recreation trail program representatives

April 18: Proposed BMRJ joint meeting with Martin County Board of Commissioners

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

Closed Session

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: A-1 thru A-4

DEPARTMENT: Governing Body

SUBJECT: Appointments and Reports

- (1) Mid-East Commission proposal to a) assist with 2020 Census data integrity project; and b) presentation of 2018 CDBG Broadband grant administration agreement (funding provided by Roanoke Electric Cooperative for local match requirement)—**Please see attachment**
- (2) Republic Services update on convenience center operations and presentation of franchise renewal request
- (3) Town of Lewiston-Woodville request for tipping fee waiver for demolition project
- (4) Tax Administrator's presentation of bid proposal for two lots on Grandy Lane per Judgement Confirming Sale – **Please see attachment**

ATTACHMENTS:

LEGAL REVIEW PENDING: N/A

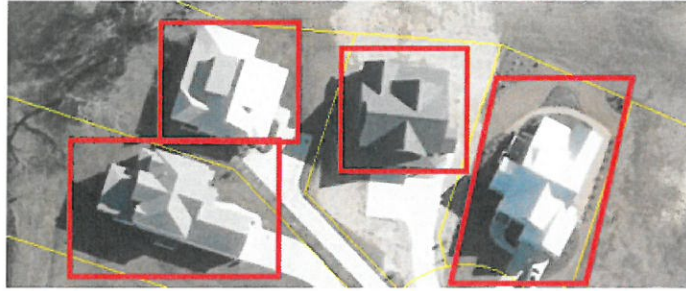
ITEM HISTORY:

A-1

Local Update of Census Addresses Operation (LUCA): Bertie County

What are we facing doing the LUCA Review?

1. Un-identified structures



Example 1: New development houses from 2016 have not been identified yet in the E911 address points.



Example 2: House on Early Station RD not identified.

2. Wrongly identified structures



Example 3: Residential unit located at a Cemetery.



Example 4: Misplaced residential Address Point.



Example 5: Misplaced residential Address Point.



Example 6: Piers identified as residential units

3. Information divided into multiple layers or tables, some even difficult to link together.

3.1. Address points without addresses nor XY location

Table

	FID	Shape *	TYPE
	0	Point	TRAILER
	1	Point	TRAILER
	2	Point	TRAILER
	3	Point	TRAILER
	4	Point	TRAILER
	5	Point	TRAILER
	6	Point	TRAILER
	7	Point	TRAILER
	8	Point	TRAILER
	9	Point	TRAILER
	10	Point	TRAILER

3.2. Monty Data is just a table not merged to Parcel Polygons though it has valuable parcel information

MontyData

	OID	GEOPIN *	GEOPINF10 *	GEOPINL2	OWNER	ADDR1	ADDR2
▶	7209	4894565909	4894565909		PERRY PROPERTIES LOWGROUND LLC	4398 SEVEN BRIDGES RD	
	2833	5739694553	5739694553		RAINBOW GUN CLUB INC	2190 OAKLEY RD	
	5858	573969455302	5739694553	02	WEST, CRAIG	PO BOX 6365	
	5863	573969455306	5739694553	06	KEEL, JIMMIE R	PO BOX 104	
	5866	573969455304	5739694553	04	POPE, BRUCE ALLEN	345 TEMPERANCE HALL RD	
	5872	573969455308	5739694553	08	PURVIS, TIM D	PO BOX 6365	
	5877	573969455307	5739694553	07	NICHOLSON, RANDOLPH P	PO BOX 1193	
	5887	573969455303	5739694553	03	NICHOLSON, RANDOLPH P	PO BOX 1193	
	5888	573969455301	5739694553	01	TAYLOR, STEVE	1425 BONNIE TAYLOR RD	
	5893	573969455309	5739694553	09	PROCTOR, FRED	5761 LEON RD	

3.3. Parcel Polygons with a lack of information

	FID	Shape *	GEOPIN	GEOPIN27	TAXMAP	TAXMAP27	FTRCODE	STATUS	DEEDACRE	CALCACRE	SUBIDKEY	Shape_Leng	Shape_Area
▶	0	Polygon	6863878402	6863971238	686300	6863	PARCEL	MATCH	14.43	14.43	-999	6530.815108	628581.876821
	1	Polygon	6863974306	6873074686	686300	6873	PARCEL	MATCH	17.34	17.34	-999	4146.479194	755293.145167
	2	Polygon	6863888794	6863889514	686300	6863	PARCEL	MATCH	31.62	31.62	-999	8129.647886	1377209.96181
	3	Polygon	6863860000	6873059130	686300	6873	PARCEL	MATCH	43.1	43.1	-999	9759.490435	1877360.40649
	4	Polygon	6951941270	6951941120	6951	6951	PARCEL	MATCH	53.83	53.83	0	6493.11131	2344949.34847
	5	Polygon	6941243041	6941232971	6941	6941	PARCEL	MATCH	37.17	80.0848	0	5518.985876	1520121.4146
	6	Polygon	6921244095	6921244011	6921	6921	PARCEL	MATCH	0.69	0.69	0	830.138895	29855.184295
	7	Polygon	6921321465	6921320473	6921	6921	PARCEL	MATCH	322.41	322.41	0	16254.040206	14044170.05
	8	Polygon	6961446761	6961446602	6961	6961	PARCEL	MATCH	5.42	5.42	0	2649.392115	235980.203169
	9	Polygon	6951649627	6951648558	6951	6951	PARCEL	MATCH	8.54	24.8437	0	4727.360484	359880.495364
	10	Polygon	6941945465	6941944386	6941	6941	PARCEL	MATCH	6.26	14.6938	0	2829.439548	251002.793401

4. Outdated information

4.1. Residential location features do not mention the last time they were updated, they just have the TransferDate Field.

4.2. The shapefile's metadata lacks information. This limits the understanding of when and how the shapefile was created. Also, it delays resource discovery, access, retrieval, and reuse.

Why do we need the most up-to date address points data?

- The main purpose of the LUCA project is to identify and update the Census address list and shapefiles to provide all residents the 2020 Census.

What do we gain by providing Census with the most up-to-date data?

- As you may know, the Census purpose is to “conduct a census of population and housing and disseminate the results to the President, the States, and the American People”.
- As Census Bureau mentions, this data is used for:
 - **Apportioning** representation among states as mandated by Article 1, Section 2 of the US Constitution.
 - **Drawing** congressional and state legislative districts, school districts and voting precincts.
 - **Enforcing** voting rights and civil rights legislation.
 - **Distributing** federal dollars.
 - **Informing** planning decisions of tribal, federal, state, and local government and organizational decisions (e.g., where to locate, size of market, etc.) of businesses and non-profits.

What are the benefits of updating the GIS Data with us?

- Complete address list with location and parcel information.
 - An accurate XY location of the residential structures will be provided. Each of the features will include parcel and Monty Data information in the same layer. Just by selecting a property location, the layer will show up the owner name, site address, mail address, parcel number, among other attributes.
 - A search of home properties by owner can also be made. The results will show the exact locations of their properties.
 - Beneficial for updating your digital tax data.
 - Beneficial for accurate and faster decision making.
 - Beneficial for creating or updating E911 residential addresses list (system used to automatically provide to emergency dispatchers the location or any additional information on wireless (cellphone) 911 calls.
 - Easier to understand
 - Allows improvement of key services such as permit/licensing, preparing, servicing, features control, and transportation.
 - Once all data has been improved, it makes it easier to update the information just by adding the new construction projects.
 - All updated layers will include a more robust metadata. The purpose of metadata is to describe resources (title, abstract, point of contact, creation date, last update, keywords, topic category and geographic location) to facilitate resource discovery, access, retrieval and reuse.

AGREEMENT
FOR
2018 CDBG –BROADBAND GRANT ADMINISTRATION
BETWEEN
BERTIE COUNTY
AND
MID-EAST COMMISSION

THIS AGREEMENT, made this ___ day of ___, 2018 by and between Bertie County for itself and its successors and assigns, hereinafter referred to as the OWNER, and Mid-East Commission itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS, the OWNER has been funded under the North Carolina Community Development Block Grant (CDBG -Broadband) Program; and

WHEREAS, the OWNER desires services of the CONSULTANT to provide Grant Administration services; and

WHEREAS, the OWNER selected and negotiated this Agreement with Mid-East Commission.

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A - PROGRAM DESCRIPTION

The proposed activities of the CDBG – Broadband Program which are contained in the approved application and are included in this Agreement by reference are summarized as follows: Building of a Wireless Backhaul Ring. Components include purchase of poles and equipment and installation.

SECTION B - BASIC ADMINISTRATION

1. **Basic Administration** - The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project Basic Administration activities for the above named work. Activities may include, but are not necessarily limited to, the following:

- a. Attend conferences and meetings with OWNER, State and/or Federal agency representatives or other interested parties as may be reasonably necessary.
- b. Assist with other administrative matters such as public hearings, meetings, budgets, conferences, funding analyses, drawdowns, etc.
- c. Review necessary change orders as the OWNER'S Representative and, after approval by the OWNER'S Authorized Representative, forward to necessary agencies for approval.
- d. Prepare and submit quarterly reports to the OWNER on program status and to the grant agency as necessary.
- e. Project record keeping and bookkeeping.
- f. Serve as OWNER'S Representative in coordinating communications between the OWNER and grant agency.
- g. Assist the OWNER in closing out the program and performing other administrative activities so deemed for the effective completion of the project.
- h. Prepare and submit Program Amendments or Revision Condition with budget changes only.
- i. The CONSULTANT shall have no responsibility to oversee or administer program engineering, inspection and surveying activities. Basic Administration associated with these activities shall be provided by the OWNER.
- j. The CONSULTANT shall not be responsible for compliance monitoring of rental agreements between OWNER and Landlord.
- k. Coordination of program closeout.
- l. The CONSULTANT shall investigate conflict-of-interest situations for the following groups of individuals:
 1. Employees of the CONSULTANT.
 2. Contractors recommended by the CONSULTANT

This Agreement may be amended at any time to include any additional consulting services requested under this CDBG program. In the event excess funds are available and additional activities are undertaken, this Agreement shall be amended to include additional compensation to the CONSULTANT. The CONSULTANT shall not be responsible for excess funds which cannot be expended within the grant period allotted.

SECTION C - OWNER'S RESPONSIBILITIES

- a. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
- b. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
- c. The OWNER shall give prompt consideration to recommendation and work submitted by the CONSULTANT.
- d. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
- e. The OWNER will bear all costs incident to compliance with the requirements of this section.
- f. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
- g. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.
- h. The OWNER will administer this agreement directly with the CONSULTANT.
- i. The OWNER shall provide the CONSULTANT with prompt notice of any potential CONFLICTS OF INTEREST as described in paragraph 9 of Section E of this agreement. Failure to notify the CONSULTANT shall relieve the CONSULTANT of any and all liability associated with the expenditure of CDBG funds where a conflict of interest is determined to exist.
- j. The OWNER shall investigate conflict-of-interest situations for the following individuals:

1. Current elected officials.
2. Elected officials which have been out of office for less than one year.
3. Any employee of the OWNER which performs any function of the grant, no matter how remote.
4. Any employee of the OWNER which performs any function of the grant, no matter how remote which has left the employment of the OWNER within the past year.

SECTION D – COMPENSATION

1. The OWNER shall compensate the CONSULTANT for Basic Administration the lump sum of Twenty-Five Thousand dollars (\$25,000.00)
 Payment for Basic Administration shall be correlated with completion of specific tasks.

The tasks shall be:

Release of Funds	\$ 2,500.00
General Grant Administration	\$20,000.00
<u>Closeout</u>	<u>\$ 2,500.00</u>
<u>TOTAL CONTRACT AMOUNT</u>	<u>\$25,000.00</u>

2. All payments due the CONSULTANT shall be paid in full on or before the fifteenth day of the month following the date of the bill. If OWNER fails to make any payment due the CONSULTANT for services before the fifteenth day of the month following the date of the bill, the CONSULTANT shall suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
3. The CONSULTANT shall complete the proposed activities within 36 months.
4. In the event that additional activities beyond the original proposed activities as defined in Section A are necessary or possible due to excess funds or other reasons, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.

SECTION E – REQUIRED CONTRACT PROVISIONS

Conflict of Interest (2 CFR Part §200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490.

The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

Lobbying Clauses

Required by Section 1352, Title 31, U.S. Code

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

- 2) If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Legal Remedies Provision and Termination Provision

The CONSULTANT and OWNER mutually agree as follows:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination,

in addition to termination settlement cost reasonably incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the

work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement - the date and year first above written.

ATTEST: Bertie County
OWNER

By _____ By _____

Typed Name _____ Typed Name Ms. Ernestine Bazemore

Title _____ Title Chair

(SEAL)

ATTEST: Mid-East Commission
CONSULTANT

By _____ By _____

Typed Name _____ Typed Name Bryant Buck

Title _____ Title Executive Director

"This instrument has been preaudited in the manner requested by the Local Government Budget and Fiscal Control Act"

Finance Officer _____

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

_____	_____
(Signature)	Mid-East Commission (Name of Firm)

	1385 John Small Avenue (Street Address or P.O. Box)

	Washington, NC 27808 (City, State, Zip)

56-0905636 (Identification Number)	

The System for Award Management (formerly covered by GSA List of Parties Excluded from Federal Procurement or Non-procurement Programs) has been checked and the above contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project.

(Signature of Verifying Officer)

Bertie County (Grantee Name)

12-D-2943 (CDBG Grant Number)

A-4 Attachments

Debbie Bond-Outlaw
PO Box 1012
Lewiston, NC 27849
Home (252) 348-4169 or Cell (252) 724-0326
Debbiebond91@yahoo.com

Dear Commissioner,

RE: Bid Proposal

I would like to purchase 105 S Grandy Lane, Windsor, NC 27983, which includes 1.00 acre and a lot. Reference # is 968/49, 968/53. I would like to make an offer in the sum of four-thousand and two-hundred dollars (4,200). My contact information is listed above. Thank you in advance.

Debbie Bond-Outlaw

Debbie Bond-Outlaw

COPY

FILE NO. 17-CVD-175

FILM NO. _____

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

BERTIE COUNTY

Plaintiff

2017 OCT 18 P 4:07

IN THE GENERAL COURT OF JUSTICE

2017 OCT 18 P 4:07

DISTRICT COURT DIVISION

vs.

JUDGMENT
CONFIRMING SALE

Katherine G. Bond and spouse, if any, and the unknown and unnamed heirs of Moses G. Grandy, by and through their Guardian ad Litem, all assignees, heirs at Law, and devisees of the persons named above, if deceased, together with all their creditors and lien holders regardless of how or through whom they claim, and any and all persons claiming any interest in the estates of the persons named above, if deceased,

Defendants

This cause coming on to be heard and being heard before the undersigned Clerk of the Superior Court upon the report of Jonathan E. Huddleston, Commissioner, filed on the 13th day of September, 2017, and it appearing from said report that the Commissioner did, on the 13th day of September, 2017, offer for sale the real estate described in the judgment in this action after due advertisement in accordance with law, at which sale Bertie County became the last and highest bidder of said property in the amount of \$4,346.99. More than ten (10) days have elapsed since the last upset bid, and no increased bids or exceptions have been filed with respect thereto, so therefore Bertie County has the final bid in the amount of \$4,346.99.

NOW, THEREFORE, it is ordered, adjudged, and decreed that said sale be, and it is hereby in all respects confirmed, and the Commissioner is hereby ordered and

1106	WINDSOR	5890_04	5890-60-8383	38R	
BERTIE COUNTY					
GRANDY LOT					
105 S GRANDY LN					
10/17/00	968/53	588/250	G1S	120211	KL
WINDSOR NC 279830530					
CRP WDS: 0.00					
APR: 0					
DIF: 0					
APP: \$3,573					

TYPE	TAXES	LOC AP	STYLE	BRCS	FRONT	EXTENSION	WALL	FLOOR	ATTACH	OR	REPAIR	AS	MARK	APR	VAL	CRCE	AP	VAL	REPAIR	VAL	CRCE	VAL	TOTAL	VAL
1	19	0146	00	151	000	83	29	35	RO															
<p>GS#01 2007 1/2 INT FROM EARNHART BIGGS TO KATHERINE G BOND (588/250) 2017 FROM KATHERINE G BOND & EUNICE BIGGS (BY TAX F/C) (588/25 865/218)</p>																								
<p>APR: 0 DIF: 0 APP: \$3,573</p>																								
<p>CRP WDS: 0.00</p>																								
<p>APR: 0 DIF: 0 APP: \$3,573</p>																								

BERTIE COUNTY LAND RECORDS - PROPERTY RECORD CARD

1106
 OWNER NAME: WINDSOR
 ADDRESS: 5890_04
 BERTIE COUNTY
 PO BOX 530
 DATE TRANSFERRED: 10/17/00
 968/49
 WINDSOR_NC 279830530
 LOTS: 105 S GRANDY LN
 OFF 105 S GRANDY LN
 LOTS: 120211 KL
 LOTS: 100
 LOTS: 35 RO L-28
 AREA: 0.56
 LOTS: 1.00
 APPLICABLE TAX VALUE: \$3,780
 APPLICABLE TAX VALUE: \$3,780
 APPLICABLE TAX VALUE: \$3,780
 APPLICABLE TAX VALUE: \$3,780

SECTION	DESCRIPTION	APPLICABLE USE	APPLICABLE TAX VALUE	TOTAL TAX VALUE
1	CS#01 2007 1/2 INT FROM EARNHART BIGGS (635/374) 2017 FROM KATHERINE BOND & EUNICE BIGGS (BY TAX F/C) (635/374 865/218)	RESIDENTIAL	\$3,780	\$3,780

TOTAL TAX VALUE: \$3,780
 TOTAL TAX VALUE: \$3,780



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: B-1

DEPARTMENT: Governing Body

SUBJECT: Appointments

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

- 1) Melvin Askew—Nursing Home and Adult Care Advisory Council
- 2) Poverty Commission remains unestablished with no further applications

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

ATTACHMENTS:

LEGAL REVIEW PENDING: N/A

ITEM HISTORY:



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

Name: MELVIN ASKEW

Home Phone Number: 252 356 2800 Mobile: 718 986 3811

Home Fax Number:

Email Address: PINNAPPLE C/M ABL ID CON

Home Address: 103 ASKEW ST COLERAIN NC 27924

Mailing Address: P.O. BOX 172 COLERAIN NC 27924

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

How long have you been a full-time resident of Bertie County? 16 YR

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

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

Occupation: RETIRED Employer:

Business Address:

Business Phone Number: Business Fax:

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

- 1. NURSING HOME 3.
2. ADULT CARE 4.

Qualification for specific category: I WORK WITH D.C PARTY FA PRESENT CHAK FOR 6 YR

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

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

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

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

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

I WORK WITH D.C PARTY AS COLLEAGUE
CHARC PEARSON

CODE OF ETHICS

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

Date: 2-26-15 Applicant's Signature: 

Return application to:

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

Note:

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

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

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

FOR OFFICE USE ONLY

Date Received: _____

Received By: _____



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-1

DEPARTMENT: Governing Body

SUBJECT: Minutes for the Board of Commissioners regular meeting 2-19-2018.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

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

ATTACHMENTS: See attachment

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

Bertie County
Board of Commissioners
February 19, 2018

Draft Minutes

Commissioners present: Bazemore, Wesson, Lee, Trent and White

Staff: Sauer, Roberson, Cindy Perry (DSS), and legal coverage by Huddleston

Media present: Gene Motely, Roanoke Chowan News Herald

At 7:00 p.m. Board Chair Ernestine Bazemore called the meeting to order, which was held at the Merry Hill community center. Commissioner Stewart White provided the invocation and led the Pledge of Allegiance.

Public comment: Mr. James Pugh of the Indian Woods community spoke in support of efforts to dedicate NC 308 from Mt. Olive Church to the county line with Northampton County in honor of Mr. John Bond. Mr. Larry Taylor of Sutton Road, Merry Hill reported that trash service remains an ongoing problem under the convenience center management by Republic Services. Commissioners Lee, White and Wesson shared similar concerns regarding operations at the convenience centers with trash overflowing.

Department of Social Services Director, Ms. Cindy Perry provided a report on the most recent fiscal compliance monitoring by the State for various programs. Correspondence dated February 5, 2018 was shared, indicating no findings and no corrective action required. Likewise, the report reflects no adjustments or financial penalties. Each of the Commissioners commended Ms. Perry and her staff for their work and excellent performance. Ms. Perry further reported on implementation of HB 630, new legislation known as the accountability and compliance act. She shared a sample contract which will be required of each County DSS with the State effective July 1, 2018.

Economic Development Commission Director, Mr. Steve Biggs provided an update on the progress of the new Dollar Store currently under construction which is set to open in mid-May. Mr. Biggs also introduced a new business owner and operator, Mr. Jerry Cowan of Eagles View UAV, a drone service. Mr. Cowan provided an overview of his operations and shared a brief video to share examples of his firm's services. Board Chair Bazemore suggested that a flyover at the landfill during Republic Services spring open house would be very informative for citizens to view the facility.

Board Chair Bazemore reminded the Commissioners and the audience that the County needs citizens to volunteer for committee assignments and local boards such as the Nursing Home Advisory Committee and the newly established Poverty Commission.

Consent Agenda: Board Chair Bazemore reviewed each item on the consent agenda as follows:

1. Approve Minutes for Regular Meeting 2-5-18
2. Approve Minutes for Closed Session 2-5-18
3. Approve Minutes for Closed Session 2-12-18
4. Approve Minutes for Planning Session meetings 2-12-18 and 2-13-18
5. Approve Bond Resolution for the Board of Commissioners acting as the Board of Commissioners for Water District III authorizing the sale of water system revenue bond, Series 2018 of Bertie County Water District III in the aggregate principal amount of \$1,717,000 prepared by bond counsel.
6. Resolution calling for special election to consider an additional one-quarter percent county sales and use tax for the May 2018 primary.

Vice Chairman Wesson offered a MOTION to approve the consent agenda as presented, and Commissioner Trent offered a Second to the motion. The vote to approve was unanimous.

Discussion Agenda:

1. County Manger Sauer reviewed the grant project concept proposal for providing mobile units in partnership with VIDANT and Chowan County for dental and medical care in the outlying areas, in response to the Golden LEAF Foundation's (GLF) regional partnership development initiative. This project is in the "discussion stage" will be reviewed with GLF staff and representative of the NC Rural Center and the Friday Institute later this month or early March.
2. County Manager Sauer reviewed the budget guidelines for special appropriations previously approved by the Board relative to new requests, and provided a summary of funding allocations in the current year. After discussion among the Commissioners, Commissioner Trent offered a MOTION to approve a \$1,000 donation for the upcoming Roxobel spring festival. Vice Chairman Wesson offered a Second to the Motion, and the vote was unanimous to approve.

3. County Manager Sauer reviewed Windsor Bertie County Chamber of Commerce request for table sponsorship at 10th annual Black History Dinner on February 20th, 2018 and provided a summary of previous County donations and sponsorships since 2012 with amounts ranging from \$100 to \$500. Commissioner Trent made a MOTION to approve the request for a \$100 table sponsorship, and Vice Chairman Wesson offered a Second to the Motion. The vote to approve was unanimous.

4. County Manager Sauer provided a review of audit report for the fiscal year ended June 30, 2017 in follow-up to the most recent Board meeting. Mr. Sauer addressed the audience and explained that the Auditor distributed a draft copy of the audit to the Board of Commissioners on February 5th which had not been reviewed or approved by the County Manager or Finance Officer. County Manager Sauer reported that he and County Finance Officer Mr. William Roberson, met with the Auditor on February 6th, and Mr. Best apologized for the confusion and provided an explanation regarding delays experienced due to the corporate transition for his office this past fall. Mr. Best confirmed that the draft version of the audit presented to the Board on February 5th was not the version reviewed and approved by the County Manager or Finance Officer.

Mr. Sauer explained that the Board had reviewed this matter with the Auditor in its planning session on February 12, and there were several questions regarding the presentation of the available fund balance, unassigned fund balance and restricted fund balance for the General Fund raised by the Commissioners. Finance Officer William Roberson provided further clarification regarding the total fund balance for Governmental Funds is 28.83 percent for the fiscal year ended June 30, 2017. The unassigned fund balance for the General Fund was \$2,273,153 or 8.99% of total general fund expenditures of \$25,283,790 for the fiscal year. Due to the timing of the receipt of lottery funds which occurred in July of 2017, an adjustment of \$532,221 was made by the Auditor, decreasing the unassigned fund balance and increasing the restricted fund balance by said amount. This adjustment was primarily attributable to the State lottery funds in the amount of \$495,000 which were received in mid-July, after the close out for the fiscal year ended June 30, 2017. Mr. Sauer confirmed that both he and Mr. Roberson have confidence in the Auditor's adjustments to the financial statements submitted to the NC Local Government Commission.

Mr. Sauer also explained that the Board has directed the Finance Officer to issue a request for proposals (RFP) seeking auditing firms to interview prior to the next auditing cycle for the fiscal year ending June 30, 2018.

5. Highlight's of governing body's 2018 planning session were provided in a PowerPoint presentation covering the County's water system improvements, flood studies currently being conducted by NC State University and East Carolina University, and a preview of the site development and conceptual design for the new public library and cooperative extension offices at the corner of Camden Street and Sterlingworth Road.

Board Chair Bazemore then asked Mr. Joe Wilkes with the County's IT staff to provide the County's "2017 Report to the Citizens" slide show, which was originally produced for the Board's town hall meeting in October.

Public comments: There was informal discussion regarding access to the Roanoke River for fishing and boating, and Commissioner Trent shared information regarding the new boat ramp and pier located at the end of Weeping Mary Road in Lewiston-Woodville. There was also concern raised for the lack of snow removal for senior citizens living out in the County, a brief discussion regarding the sales tax referendum.

Commissioner reports:

Commissioner White expressed support for the quarter cent sales tax as the only "fair tax" and he further explained that his term of office will end in November. He stated that he will not seek re-election and has appreciated the support from all County citizens during his representation for District Two.

Commissioner Lee explained that the Board's interest in the sales tax referendum is driven by the need to identify funding to support the school board's ability to provide teacher pay supplements in the future. She also shared her recent experience in attending the black history celebration at Martin Community College.

Vice Chairman Wesson reported that recent studies indicate that sixty percent (60%) of Bertie County children are not participating in pre-school or day care programs in preparation for kindergarten, which is detrimental to their learning experience going forward. Mr. Wesson reviewed the County's support for the "Better Beginnings for Children" program, which has helped to identify nearly 450 eligible pre-school children which have been under served. He also indicated that Bertie is one of eight counties which will be highlighted at an upcoming conference by the NCACC.

Commissioner Trent gave a brief update regarding infrastructure upgrades for courthouse security and progress on constructing a new EMS Station One facility on County Farm Road. He explained the Board's emphasis on utilizing local contractors for these projects and the need to support local businesses. He also reported that the County is financing these projects and improvements with local funds on a "pay as you go" basis rather than incurring additional debt.

Board Chair Bazemore reported on her representation on the NC Association of County Commissioners Board of Directors, and she reviewed several key legislative initiatives. Specifically, Chair Bazemore explained the NC General Assembly's "Medicaid transformation" and its focus on improving health care outcomes. Ms. Bazemore also reviewed the recent mandate for classroom size reduction and statewide efforts to address the OPIOD epidemic through multi-jurisdiction legal action. Lastly, she shared training opportunities for local businesses to seek NC DOT certification for historically underutilized businesses and minority enterprises.

Commissioner Wesson also briefly explained the importance of all citizens to insure their participation in the upcoming 2020 Census process and the financial impact to the County.

Note for the record—the Series 2018 bond resolution for Bertie County Water District III prepared by bond counsel and approved by the governing body will be incorporated into the official minutes for this meeting.

At 9:02 p.m. Commissioner Trent made a MOTION to adjourn, which was Seconded by Commissioner Lee and the vote was unanimous.

Respectfully submitted,

Scott T. Sauer

County Manager



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Minutes for the Board of Commissioners acting as the Board of Commissioners for Bertie County Water District III meeting for adoption of USDA Rural Development Bond Resolution 2-19-2-18 as prepared by bond counsel.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

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

ATTACHMENTS: See attachment

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

BOARD OF COMMISSIONERS OF
THE COUNTY OF BERTIE, NORTH CAROLINA
ACTING AS THE BOARD OF COMMISSIONERS FOR
BERTIE COUNTY WATER DISTRICT III

Excerpt of Minutes
of Meeting of
February 19, 2018

Present: Board Chair Ernestine Bazemore presiding, and

Commissioners: Vice Chairman Ron Wesson, Commissioner Tammy Lee, Commissioner John Trent, and Commissioner Stewart White

Absent: None

* * * * *

Commissioner Bazemore, Board Chair introduced the following resolution, the title of which was read:

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF WATER SYSTEM REVENUE BOND, SERIES 2018 OF
BERTIE COUNTY WATER DISTRICT III IN THE
AGGREGATE PRINCIPAL AMOUNT OF \$1,717,000**

WHEREAS, the Board of Commissioners (the "Board of Commissioners") of the County of Bertie, North Carolina (the "County"), acting as the Board of Commissioners of Bertie County Water District III (the "District"), is authorized by Article 6 of Chapter 162A and Article 5 of Chapter 159 of the North Carolina General Statutes, as amended (collectively, the "Act") to issue revenue bonds and notes; and

WHEREAS, on September 6, 2016, the Board of Commissioners for the District adopted a bond order (the "Bond Order") entitled:

"BOND ORDER OF BERTIE WATER DISTRICT III AUTHORIZING THE ISSUANCE OF WATER SYSTEM REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO ITS WATER SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR VARIOUS PURPOSES; PROVIDING FOR THE ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN REVENUES OF THE WATER SYSTEM; SETTING FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS"; and

WHEREAS, the Board of Commissioners desires to provide for the issuance of a \$1,717,000 Water System Revenue Bond, Series 2018 to refund the \$1,717,000 Water System Revenue Bond Anticipation Note, Series 2016 previously issued pursuant to such Bond Order;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the District as follows:

1. The Board of Commissioners has determined and does hereby find and declare as follows:

(a) A Bond Order authorizing \$1,717,000 Water System Revenue Bonds of the District was adopted by the Board of Commissioners on September 6, 2016.

(b) None of the Bonds have been issued and there is outstanding a \$1,717,000 Water System Revenue Bond Anticipation Note, Series 2016 (the "Note"), dated September 29, 2016, maturing May 29, 2018, and bearing interest at the rate of 1.23% per annum, which note was issued in anticipation of the receipt of the proceeds of the sale of a like amount of Bonds.

(c) It is necessary to issue \$1,717,000 of the Water System Revenue Bonds at this time, all of the proceeds thereof, together with other moneys of the District, to be applied to the payment of the outstanding note on or before its maturity.

(d) The maximum period of usefulness of the water system improvements to be provided with the proceeds of the Bonds authorized hereby is estimated as a period of forty (40) years from March 27, 2018, the anticipated date of issuance of the Bonds, and such period expires on March 27, 2058.

2. Pursuant to the Bond Order, there shall be issued water system revenue bonds in the aggregate principal amount not to exceed \$1,717,000. Such bonds shall be issued as a single bond in the denomination of \$1,717,000, numbered R-1, designated "Water System Revenue Bond, Series 2018" (the "2018 Bond"), dated as of the date of delivery thereof, and maturing in annual installments on the first day of June in the following years and in the following amounts:

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2018	\$25,000	2038	\$41,000
2019	25,000	2039	43,000
2020	25,000	2040	44,000
2021	26,000	2041	45,000
2022	27,000	2042	46,000
2023	28,000	2043	47,000
2024	28,000	2044	49,000
2025	29,000	2045	50,000
2026	30,000	2046	51,000
2027	31,000	2047	53,000
2028	32,000	2048	54,000
2029	33,000	2049	56,000
2030	33,000	2050	57,000
2031	34,000	2051	59,000
2032	35,000	2052	61,000
2033	36,000	2053	62,000
2034	37,000	2054	64,000
2035	38,000	2055	66,000
2036	39,000	2056	68,000
2037	40,000	2057	70,000

The 2018 Bond will bear interest on the unpaid part of such principal at a rate of 2.75% per annum until payment thereof, such interest to be payable on June 1, 2018, and annually thereafter on the first day of June of each year until paid.

The 2018 Bond shall be sold to the United States of America, acting by and through the United States Department of Agriculture, Rural Development (formerly Farmers Home Administration) (“USDA”) by private sale in accordance with Sections 9 and 10 hereof. The 2018 Bond shall not be defeased without written consent of USDA during such time as USDA shall remain the registered owner of the 2018 Bond.

The 2018 Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, the 2018 Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the 2018 Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

Payment of interest on the 2018 Bond shall be made by the Bond Registrar (hereinafter defined) on each interest payment date to the person appearing on the registration books of the

District hereinafter provided for as the registered owner of such 2018 Bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. During the time that USDA is the registered owner of the 2018 Bond, payment of the installments of principal and interest when due and payable on the 2018 Bond shall be made at the office of such fiscal agent as USDA shall designate without presentation or surrender thereof and, during any such time as an assignee thereof is the registered owner of the 2018 Bond, payment of the installments of principal when due and payable on the 2018 Bond shall be made at the corporate trust office of U. S. Bank, National Association, Raleigh, North Carolina, upon the presentation and surrender thereof, and payment of the interest when due and payable on the 2018 Bond shall be made by check mailed to such assignee at his address as it appears on the bond registration books of the District hereinafter mentioned without the presentation or surrender thereof.

3. As long as USDA is the registered owner of the 2018 Bond, the 2018 Bond may be redeemed, at the option of the District, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. During any time as any owner other than USDA is the owner of the 2018 Bond, the principal installments of the 2018 Bond maturing on or after June 1, 2028, may be redeemed in whole or in part on any date on or after June 1, 2027, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

In case of a redemption of all or any part of the 2018 Bond, a notice of redemption shall be sent by registered mail, mailed at least forty (40) days prior to the date fixed for redemption, addressed (a) during the time that USDA is the owner of the 2018 Bond, to the Finance Office, Rural Development, United States Department of Agriculture, 1530 Market Street, St. Louis, Missouri, 63103, or to such other address as USDA may designate by registered or certified mail forwarded to the District at least fifty (50) days prior to any redemption date, and (b) during any time as any owner other than USDA is the owner of the 2018 Bond, to the address as it appears on the registration books of the District hereinafter mentioned.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the 2018 Bond or part thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the 2018 Bond or part thereof to be redeemed plus accrued interest thereon to the date fixed for redemption are held at such place as USDA may designate (or, if the 2018 Bond shall have been assigned by USDA, at the corporate trust office of U. S. Bank National Association, Raleigh, North Carolina pursuant to Section 2 hereof) in trust for such purpose, interest on the 2018 Bond or part thereof called for redemption shall cease to accrue, such 2018 Bond or part thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such 2018 Bond or part thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

In the event that an installment of principal of the 2018 Bond shall be redeemed, the Bond Registrar shall direct the registered owner thereof to evidence such redemption by appropriate notation on the schedule attached to such 2018 Bond for such purpose.

4. The 2018 Bond, upon surrender thereof at the principal office or corporate trust office of the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for bonds, having maturities corresponding to the maturities of the installments of principal of such bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

The transfer of the 2018 Bond may be registered by the registered owner thereof only upon an execution of an assignment thereof duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice, such 2018 Bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

The transfer of any bond issued in exchange for the 2018 Bond as provided above may be registered only upon the registration books of the District upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which the 2018 Bond shall be exchanged or the transfer of bonds shall be registered hereunder and a new bond or bonds are to be delivered in exchange therefor, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this Resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Bond Registrar shall not be required to make any such exchange or registration of transfer of (a) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any bond called for redemption in whole or in part pursuant to Section 3 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and interest thereon, to the extent of the sum or sums so paid.

The District shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of installments of principal and interest with respect to the 2018 Bond. The Finance Director of the County is hereby appointed the registrar, transfer agent and paying agent (the "Bond Registrar") for the 2018 Bond, subject to the right of the governing body of the District to appoint another Bond Registrar, and as such shall keep at his office the books of the District for the registration, registration of transfer, exchange and payment of the 2018 Bond as provided in this resolution; provided, however, that, in the event that the bond registered in the name of USDA is assigned, the paying agent with respect to such bond shall be U.S. Bank National Association, Raleigh, North Carolina.

5. The 2018 Bond shall bear the manual or facsimile signatures of the Chairman of the Board of Commissioners, the County Manager, the County Finance Director or the Clerk of the Board of Commissioners, or any of them, and the official seal or a facsimile of the official seal of the District shall be impressed or imprinted, as the case may be, on the 2018 Bond.

The certificate of the Local Government Commission of North Carolina to be endorsed on the 2018 Bond shall bear the manual or facsimile signature of the Secretary of the Commission, and the certificate of authentication of the Bond Registrar to be endorsed on the bonds shall be executed as provided hereinafter.

In case any officer of the District or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on the 2018 Bond shall cease to be such officer before the delivery of such 2018 Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the 2018 Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such 2018 Bond shall be the proper officers to sign such 2018 Bond although at the date of such bond such persons may not have been such officers.

6. No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been manually authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

7. The 2018 Bond and the endorsements thereon shall be in the form attached hereto as Exhibit A.

8. The District covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time (the "Code"), and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the 2018 Bond will not be included in gross income of the owners of the 2018 Bond for purposes of federal income tax.

9. The Local Government Commission of North Carolina is hereby requested to sell the 2018 Bond at private sale pursuant to G.S. 159-123 to USDA, subject to the approval of the

Board of Commissioners; provided, however, that the purchase price of the 2018 Bond is at least \$1,717,000, and that the maximum interest rate does not exceed 2.875% per annum.

10. Any of the Chairman of the Board of Commissioners, the County Manager or the County Finance Director is hereby authorized to approve the purchase price of the 2018 Bond, the rate of interest on the 2018 Bond, and the payment schedule for the 2018 Bond in connection with the private sale of the 2018 Bond, subject to the provisions of Section 9 of this resolution.

11. Each of the Chairman of the Board of Commissioners, the County Manager, the County Finance Director and the Clerk for the Board of Commissioners, and other appropriate officers of the County or the District, is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution, the 2018 Bond and the payment of the Note.

12. This resolution shall take effect upon its passage.

Upon motion of Commissioner Wesson, Board Vice Chairman, seconded by Commissioner Trent, the foregoing resolution entitled “**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE BOND, SERIES 2018 OF BERTIE COUNTY WATER DISTRICT III IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,717,000**” was passed by the following vote:

Ayes: Five (5) _____

Nays: None (0) _____

* * * * *

I, Scott Sauer, County Manager, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners for Bertie County Water District III at a regular meeting duly called and held on February 19, 2018, and that the proceedings of such meeting are recorded in the Minutes of the Board of Commissioners. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for Bertie County Water District III is on file in the Clerk's office.

WITNESS my hand and the official seal of the Board of Commissioners this 19th day of February, 2018.

Scott T. Sauer, County Manger

(SEAL)

FORM OF BOND

R-1

\$1,717,000

REGISTERED BOND WITHOUT COUPONS

(Registered as to both principal and interest)

United States of America
State of North Carolina

BERTIE COUNTY WATER DISTRICT III
WATER SYSTEM REVENUE BOND, SERIES 2018

Bertie County Water District III (the “District”), a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, is justly indebted and for value received hereby promises to pay to the

UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

or registered assigns or legal representative the principal sum of

ONE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND AND NO/100
DOLLARS

in annual installments on the 1st day of June in the following years and amounts:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
2018	\$25,000	2038	\$41,000
2019	25,000	2039	43,000
2020	25,000	2040	44,000
2021	26,000	2041	45,000
2022	27,000	2042	46,000
2023	28,000	2043	47,000
2024	28,000	2044	49,000
2025	29,000	2045	50,000
2026	30,000	2046	51,000
2027	31,000	2047	53,000
2028	32,000	2048	54,000
2029	33,000	2049	56,000

Year of Maturity	Principal Amount	Year of Maturity	Principal Amount
2030	33,000	2050	57,000
2031	34,000	2051	59,000
2032	35,000	2052	61,000
2033	36,000	2053	62,000
2034	37,000	2054	64,000
2035	38,000	2055	66,000
2036	39,000	2056	68,000
2037	40,000	2057	70,000

and to pay interest from the date hereof on the unpaid part of such principal sum at the rate of 2.75% per annum until payment thereof, such interest to be payable on June 1, 2018, and annually thereafter on the first day of June of each year until paid. The interest so payable on any such interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date. Both the principal of and the interest on this Bond are payable in any coin or currency of the United States of America which, at the respective date of payment thereof, is legal tender for the payment of public and private debts.

During the time that the United States of America is the registered owner of this Bond, payment of the installments of principal and interest when due and payable on this Bond shall be made at the office of such fiscal agent as the United States of America shall designate without presentation or surrender hereof and, during any such time as an assignee hereof is the registered owner of this Bond, payment of the installments of principal when due and payable on this Bond shall be made at the corporate trust office of U. S. Bank National Association, Raleigh, North Carolina, upon the presentation and surrender hereof, and payment of the interest when due and payable on this Bond shall be made by check mailed to such assignee at his address as it appears on the bond registration books of the District hereinafter mentioned without the presentation or surrender hereof. Upon receipt of the payments of principal and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar hereinafter mentioned, and the District shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment this Bond shall be surrendered to the Bond Registrar for cancellation.

This Bond is issued pursuant to and in accordance with Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended, a bond order adopted by the Board of Commissioners of the County of Bertie, North Carolina (the "Board of Commissioners"), acting as the Board of Commissioners of Bertie County Water District III (the "District") on September 6, 2016 (the "Bond Order"), and a series resolution adopted by the Board of Commissioners on February 19, 2018 (the "Series Resolution"). The proceeds of this Bond shall be used to pay a portion of the cost of the Project (as defined in the Bond Order).

This Bond is a special obligation of the District payable solely from the Net Revenues (as defined in the Bond Order). Neither the credit nor the taxing power of the District is pledged for the payment of this Bond and no holder of this Bond has the right to compel the exercise of the

taxing power by the District or the forfeiture of any of the District's property in connection with any default thereon, and the District is not obligated to pay the principal of or interest on this Bond except from Net Revenues. Reference is hereby made to the Bond Order and the Series Resolution and to all amendments and supplements thereto for a description of the provisions, among others, respecting the nature and extent of the security, the rights, duties and obligations of the District, the rights of the holder of this Bond and the terms upon which this Bond is issued and secured.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Series Resolution, this Bond may be exchanged for an equal aggregate principal amount of bonds having maturities corresponding to the maturities of the installments of principal of this Bond then unpaid, issuable in fully registered form in the denomination of \$1,000 or any integral multiple thereof and bearing interest at the same rate.

This Bond is registered as to both principal and interest in the name of the United States of America on registration books of the District kept by the Finance Director of the County of Bertie, North Carolina, as Bond Registrar, and the transfer hereof may hereafter be registered by the registered owner hereof only upon an execution of an assignment hereon duly executed by such registered owner or his attorney or legal representative. Notice of such assignment shall be given promptly by the assignor to the Bond Registrar by registered mail, such notice to be in such form as shall be satisfactory to the Bond Registrar, and upon receipt of such notice this Bond shall be registered as to both principal and interest on such registration books in the name of the assignee named in such notice.

As long as USDA is the registered owner of the Bond, this Bond may be redeemed, at the option of the District, at any time prior to the maturity of any installment of the principal thereof, either in whole or in part in the inverse order of the maturity dates of the installments of principal, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium. During any time as an owner other than USDA is the owner of this Bond, the principal installments of the Bond maturing on or after June 1, 2028, may be redeemed in whole or in part on any date on or after June 1, 2027, from any moneys that may be made available for such purpose, at the aggregate principal amount of the installments of principal to be redeemed, together with the interest accrued thereon to the date fixed for redemption, but without any premium.

On the date designated for redemption, notice having been given and moneys for payment of the redemption price being held in trust for such purpose, all as provided in the Series Resolution, this Bond or part hereof shall become and be due and payable, and the interest on this Bond or part hereof so redeemed shall cease to accrue.

The Bond Registrar shall not be required to exchange or register any transfer of (a) any bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of bonds or any portion thereof and ending at the close of business on the day of such mailing or (b) any bond called for redemption in whole or in part pursuant to the Series Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, Bertie County Water District III, by resolution duly passed by its Board of Commissioners, has caused this Bond to be manually signed by the County Manager and its official seal to be impressed hereon, all as of the 19th day of February, 2018.

County Manager

[SEAL]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The State and Local Government Revenue Bond Act.

By: _____
Greg C. Gaskins, Secretary
Local Government Commission

CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of the within-mentioned Series Resolution.

Bond Registrar

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, attorney to register the transfer of the Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-3

DEPARTMENT: Register of Deeds

SUBJECT: Report for the month ended February 28, 2018

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

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

ATTACHMENTS: See attachment

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

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

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 **FEBRUARY 2018** 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-----	\$4,279.20
10-0030-4344-03	VITAL STATISTICS-----	\$1,101.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$335.80
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>3 @60.00</u>	<u>\$180.00</u>
		\$5,896.00
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$4,052.00
10-0030-4344-10	STATE TREASURER FEE----- <u>109 @\$6.20</u> -----	<u>\$675.80</u>
	STATE VITAL RECORDS----- <u>2 @14.00</u>	<u>\$28.00</u>
		\$10,651.80
10-0000-1251-00	A/R IN/OUT(REFUND)-----	<u>\$26.00</u>
		\$10,677.80

Annie F. Wilson

REGISTER OF DEEDS - BERTIE COUNTY

By: Shabedon R. Williams, Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>26 @\$6.20=</u>	<u>\$161.20</u>
ADDITIONAL PAGES-----	<u>146 @\$0.40=</u>	<u>\$58.40</u>
DEEDS & OTHER INSTRUMENTS-----	<u>92 @\$1.94=</u>	<u>\$178.48</u>



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-4

DEPARTMENT: Tax Office

SUBJECT: Revaluation 2020 Contract with Piner Appraisal, Inc.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

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

ATTACHMENTS: See attachment

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

BERTIE COUNTY TAX DEPARTMENT



2020 REVALUATION CONTRACT

THIS REVALUATION CONTRACT for the year 2020 made and entered into by and between Piner Appraisal, Inc., hereinafter referred to as "Contractor," a North Carolina Corporation organized and existing under the laws of the State of North Carolina, having its registered office at 2321 Shore Drive, Morehead City, North Carolina 28557 and having as its President, Gary Piner, and Bertie County, a body politic of the State of North Carolina, hereinafter referred to as "County."

WITNESS that whereas:

A. County is required by the law of the State of North Carolina to do a reappraisal of real property every eight years;

B. Whereas County is scheduled for an eight-year reappraisal of real property effective January 1, 2020;

C. County let a contract bid proposal instruction and submission information in August 2017 which required that bids be received by the Tax Administrator of Bertie county by 5:00 o'clock p.m. on the **25th day of September 2017;**

D. County received three bids which met the contract bid proposal instruction and submission information;

E. After receiving said bids, County entered into a negotiation with the Contractor to arrive at the best economic agreement which would fulfill all the contract bid proposal instructions and Piner Appraisal, Inc., the Contractor, became the successful bidder; and

F. Whereas the Contractor and County wish to set forth their complete agreement concerning the revaluation of real property in Bertie County which must be completed at the time hereinafter set upon conditions hereinafter set.

NOW THEREFORE, based upon the premises and the mutual covenants hereinafter set forth and the consideration to be paid as hereinafter set forth, the Contractor and County contract, covenant and agree as follows:

I. SCOPE OF WORK TO BE PERFORMED

The services to be performed by the Contractor cover (but are not limited to) the furnishings of labor, materials, supplies and the performance of all work required for the completion and delivery of a computerized Revaluation of all property within Bertie County (County) for the furnishing of property record cards, assistance to the Bertie County Assessor and staff and to the Board of Commissioners and Board of Equalization and Review as specified herein and as directed by the County through its duly authorized agent, the Assessor. This Agreement in the RFP are not intended to limit the

Contractor, in any way, to providing additional detail as it relates to how the Contractor would propose to complete the project based on the following breakdown of the County's parcel information:

The estimated number of parcels which are to be revalued by the Contractor for County are as follows:

1) Total Real Property	18,935
2) Total Residential Improved	8,642
3) Total Residential Vacant	4,388
4) Total Commercial and Industrial Improved	777
5) Total Commercial and Industrial Vacant	237
6) Total Exempt Parcels	761
7) Total PUV Parcels	2,952

II. APPRAISALS

The Contractor will aid and assist the Bertie County Assessor and will advise, aid and assist the County Board of Commissioners and the Board of Equalization and Review in arriving at the true value in money of all the real property in Bertie County, in the appraisal, and revaluation of the following items, to wit:

A. COMMERCIAL REAL PROPERTY

For the purpose of this Agreement, "commercial real property" shall mean:

1. All land and building and structures thereon used or constructed for commercial purposes.
2. All apartments of multiple units and other dwellings designed or redesigned for occupancy as or by commercial property.
3. Special-purpose buildings not classified as industrial shall be included in the appraisal of commercial property.
4. Vacant lots or other parcels of real estate in areas zoned for commercial purposes or in predominately commercial areas, or which are used in connection with commercial enterprises, or which are primarily suited for commercial development, shall be classified as commercial property.
5. If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified, and the part within shall be defined, listed and appraised accordingly.

B. INDUSTRIAL REAL PROPERTY

All land, and all plants, shops, processing establishments and structures thereon, used in manufacturing, processing or production of any type of material, substance or merchandise; and all other property of this nature within Bertie County which by law must be appraised by the County.

C. URBAN AND RURAL PROPERTY

The term “urban and rural property” as used in this Agreement is defined as all lots, parcels or tracts of land, and all dwelling houses, barns, outbuildings and other structures thereon, located in Bertie County which are not defined as “commercial real property”, “industrial real property or are otherwise defined hereafter” and which are required by law to be appraised by the County.

D. AGRICULTURAL, HORTICULTURAL AND FORESTLAND

For the purpose of this Agreement, “agricultural, horticultural and forestland” is defined as: all agricultural or, horticultural land containing ten acres or more and all forestland containing twenty acres or more which may or may not qualify for Present Use Value Assessment under the provisions of G. S. 105-277.2, 105-277.3 and 105-277.4.

E. MANUFACTURED HOMES, MODULAR HOMES AND DOUBLE WIDES

Only those manufactured homes permanently affixed as real property will be appraised. These manufactured homes will be measured, listed, and appraised in the same manner as residential real property. Modular homes and doublewides will be considered real property and properly measured, listed and appraised. Should house trailer(s) or manufactured home(s) not classified as real property appear on a parcel of land; its presence will be noted on the property record card and a photo taken. When a manufactured home or house trailer is appraised as real property and its owner is different from the owner of the land where it is situated, it will be so noted on the property record cards and cross coded by map and parcel number and owner’s name noted if known.

F. EXEMPT PROPERTY

It is specifically understood that real property wholly or partially excluded from taxation will be appraised and valued by the Contractor, including all governmental units located within Bertie County. This will be done in the same

manner in which non-exempt property is appraised, including correct map numbers and special coding for retrieval by computer.

G. ALL OTHER PROPERTY

The Contractor will NOT appraise property of public service companies that are appraised by the North Carolina Department of Revenue; however, the Contractor will appraise all real property of such companies situated in Bertie County that is not appraised by the North Carolina Department of Revenue.

H. PERSONAL PROPERTY

This Agreement does not provide for the appraisal of commercial furniture and fixtures, industrial machinery and equipment or other personal property by the Contractor.

III. GENERAL CONDITIONS

A. DIRECTOR OF REVALUATION PROGRAM

All decisions as to the procedures followed and forms used in the Revaluation shall be made by the Assessor of Bertie County. While final decisions of values to be assigned to properties for tax purposes must by law be made by officials of Bertie County, the Contractor's responsibility under this Contract is to advise the County as to the current market value of each item of real property appraised as set forth in Section B below. The entire procedure of the Revaluation Program is to be in accordance with all applicable Statutes of North Carolina.

B. GENERAL INSTRUCTIONS

All property as herein defined, shall as far as practicable, be valued as its true value in money as of January 1, 2020. The intent and purpose of this Agreement is to have all real property appraised at its true value in money. The term "true value" of property is defined as its fair market value, that is, the price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used.

In determining the true value of land the appraiser shall consider for each tract, parcel or lot separately listed at least its advantages and disadvantages as to location, zoning, quality of soil, water power, water privileges, mineral, quarry or other valuable deposits, fertility, adaptability for agriculture, timber-producing, commercial, industrial, or other uses; past income, probable future income and any other factor that may affect its value, except growing crops of a seasonal or annual nature.

Prior to commencement of any appraisal work (reviewing) the Contractor will prepare and submit to the County for approval a schedule of land values, standards and rules which, when properly applied, will result in appraising all property in an equitable manner at its current market value.

The County will be responsible for new Construction. The Contractor will note buildings under construction or partially completed improvements. The percentage of completion will be noted on the property record card. These parcels will be coded for retrieval by computer.

C. LAW TO BE OBSERVED

The Contractor will be familiar with all Federal, State and Local laws, codes, ordinances and regulations, which in any manner affect those individuals engaged or employed in the work or in any way affect the conduct of the work. No claims of misunderstanding or ignorance on the part of the Contractor or any of its employees or agents will in any way serve to modify the provisions of the Contract or release the Contractor from any liability arising from its failure to be familiar with all such laws.

The Contractor will at all times observe and comply with all Federal, State and Local laws, order, codes, ordinances and regulations in any manner affecting the conduct of the work. The Contractor will indemnify and save harmless the County, its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decrees, whether by Contractor or his employees or anyone acting in the Contractor's behalf. This indemnification provision means the Contractor will pay for any legal fees or costs of any type incurred by the County in addition to paying any damages awarded against the County by reason of the Contractor's failure to observe and comply with all such laws.

D. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and its insurance carrier shall indemnify and save harmless the County and all its officers, agents and employees from all suits, actions or claims of any character, names and description, brought for or on account of any actual or alleged injuries or damages received or sustained by any person, persons or property, by or from the actions or inactions of the Contractor or its employees.

1. INSURANCE

The Contractor shall carry Public Liability Insurance and Workmen's Compensation Insurance which shall hold harmless the County and the County's representatives from any claims, demands, actions and causes for action arising from any act, the commission of any act, or the failure to perform any act properly by the Contractor, its agents, servants or employees. The Public Liability Insurance shall be in an amount satisfactory to the County's representative, as follows:

The policy shall provide coverage for premises and/or operations, independent contractors, products and/or completed operations and broad form property damage. The limits of such insurance shall be as follows:

Combined single limits of no less than:

- \$2,000,000 General Aggregate
- \$1,000,000 Products Completed Operation Aggregate
- \$1,000,000 Each Occurrence

Bertie County shall be named as additional insured. Proof of the existence of this insurance coverage will be provided to the County before the Contractor begins the work and is an essential element of this Contract. The County may contact said insurance company as frequently as it wishes to determine the continued existence of said insurance, but in any event proof of continuing coverage must be supplied to the County at least every six months during the term of this Agreement.

E. PERFORMANCE AND LABOR

The Contractor shall begin the work to be performed under the Contract within thirty (30) days upon the execution of this Agreement by the Contractor and the Bertie County Board of Commissioners and shall carry on the Program of

Revaluation asset forth in Specifications and Worksheet Schedule which will be completed as hereinafter set forth within thirty (30) days of the execution of this Agreement by both parties and then will be attached hereto identified as Exhibit 1 and incorporated herein by reference.

Within thirty (30) days following the acceptance of the Contract by the Bertie County Board of Commissioners, the Contractor shall present to the Assessor a schedule showing the estimated beginning and completion dates for each phase of work covered by the contract, said schedule shall be broken down to show the beginning and completion dates according to:

1. Geographical area of the County by townships
2. Neighborhood concept map
3. Types of property
4. Data collection by field listers
5. Office work
6. Appraisal file conversion
7. Review of work by competent appraiser

The Contractor shall consult with the Assessor in preparing such schedule and the schedule shall be subject to the approval of the Assessor. After approval of the schedule by the Assessor, the schedule shall be used as the basis for performance of the work covered by the Contract.

Performance by the Contractor and the term of this Agreement shall not be deemed to be completed until all hearings with taxpayers or their representatives before the Assessor and before the County Board of Equalization and Review regarding the Revaluation Program shall have been Completed and until all appeals from the County Board of Equalization and Review to the Property Tax Commission or to the Courts in the case of complaints concerning appraised values have been completed. It is fully understood and agreed that the Contractor shall assist the County Commissioners in the event any one or all of them are required to appear before the Property Tax Commission or the Courts in matters growing out of complaints concerning the assessed valuation.

Of utmost importance in the Contract is the quality of work performed by the Contractor, and to that end, this Contract will be deemed acceptable provided the coefficient of dispersion about the median does not exceed 10% when 80% of the sales that culminated during fiscal year 2017-2018 are included in the study.

F. PERSONNEL

The Contractor will use competent employees of good character on the work and in an adequate number to expeditiously prosecute and complete the work. All employees must have sufficient skill and experience to properly perform the work assigned to them. Employees executing appraisals or other skilled work shall not be less than twenty-one (21) years of age and shall have sufficient education, training and experience in such work to perform it properly and satisfactorily in the manner prescribed in this Agreement. Ten (10) days before bringing any employee to the job, the Contractor must furnish in detail to the Assessor with respect to each employee who will perform appraisals, an affidavit specifying his or her qualifications and experience and prior work locations. The Contractor must employ a sufficient number of qualified and experienced employees at all times to perform the work expeditiously and on a timely and controlled basis. Complete instructions and direction of all members of the personnel connected with the Revaluation shall be supplied by the Contractor.

The Contractor will furnish the Assessor a list of all persons to be employed for acceptance or rejection by the County. The County may require the Contractor to remove from the work any person the County considers to be incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be employed again to work without the written consent of the County. No employees of the Contractor are to be deemed an employee or agent of the County and are not entitled to any benefits from the County not specifically stated herein. The project supervisor or responsible head of the field organization of the Contractor in charge of the Appraisal Program and other key personnel shall not be transferred away from the County and the work to be performed under this Contract, or shifted, or replaced without the written consent of the County having been first obtained. The County has the right to approve or reject all personnel working on the project.

The Contractor will train any and all personnel designated by the Bertie County Assessor in the appraisal techniques and procedures utilized by the Contractor in the appraisal of all real property in Bertie County. Instruction shall also be given in the use of the Appraisal Manual for all types of real property, so that the County's appraisers may be prepared to do appraisal work for the County in the Future.

All vehicles used by the personnel of the Contractor in the performance of the duties herein described shall be identifiable by signs located on both sides of said vehicles, which sign shall meet the following requirements:

1. Letters at least 2" high
2. Contains the words "County Revaluation"
3. Variations only as directed by the Assessor

All field personnel shall display a personal identification badge that shall include name, photograph, company name and employee's title.

G. INDEPENDENT CONTRACTOR

The parties acknowledge that the Contractor is not an employee of the County, but is an independent Contractor. The Contractor is engaged in an independent business as an appraisal service; is to have the independent use of its special skill, knowledge or training in the execution of the work required by this Contract except for the guidelines set forth herein; is doing a specified piece of work at a fixed price or upon a quantitative basis as hereinafter set forth; is not subject to discharge because it adapts one method of doing a work rather than another other than is required by the general statutes of the State of North Carolina and all other applicable laws; is not a regular employee of the County; is free to use such assistance as it may think proper subject only to the provisions that the Contractor provide adequate staff to do the work set forth herein within the time set forth; has full control over such assistance other than as hereinafter specifically set forth which is limited to the County having the authority to require the removal of any employee from the work under paragraph F above; and selects its own time for performing the work set forth herein other than for meeting the deadlines set forth in this Agreement.

H. OFFICE SPACE

Office space necessary for the performance of the clerical work will be provided by Bertie County. All necessary tables, chairs, and file cabinets for such office space will be supplied by the County. All machinery, equipment, and supplies necessary to complete the work shall be supplied by the Contractor except:

Permanent filing cabinets, office computer, data entry devices, and printed output devices which will be provided by the County and will remain with County after completion of this Contract.

I. USE OF PROPERTY RECORDS AND MAPS

Subject to schedules and procedures approved by the Assessor all maps, tax records, data and information in the possession of the County Assessor pertaining to properties covered by this Agreement will be made available to the Contractor. This is to cover the use of all information currently existing on the property record cards.

All information and sketches, if used by the Contractor, will be verified in the field and will be the Contractor's responsibility.

A system approved by the Bertie County Assessor shall be employed for keeping an accurate account of all maps and records that shall be taken by the Contractor from the County's files. Such maps, records and data will be carefully preserved and will be returned to the Assessor as soon as the use of same has been completed

The Assessor will furnish the Contractor with a set of tax maps of the County, but cannot assure the accuracy of same.

J. SUPPORT OF VALUES

Upon the delivery of completed appraisal work, notices of the new assessments will be prepared for all real property owners by the County, subject to approval by the Assessor. Informal hearings will be scheduled by appointments and conducted by the Contractor in a meeting room furnished by the County. The Contractor will provide the services of a sufficient number of qualified appraisers for as long as necessary, after valuation notices are mailed by the County, to assist the Assessor in explaining appraisals and the valuation procedures used. Once notices are mailed, all changes in appraisal are to be approved by the Assessor or his designated representative, and the property owner will be notified by mail of the corrected value

The project supervisor or the responsible head of the field organization of the Contractor in charge of the Revaluation Program in the County will not be transferred out of the County, except by written consent by the Assessor, and will be present at all informal hearings following the completion of the work until all complaints are heard and resolved, to assist in the settlement of complaints and to defend the values placed upon the various properties. It is further agreed that qualified appraisers shall be provided by the Contractor to assist the County in the event of appeals from the Board of Equalization and Review to the

Property Tax Commission and/or to the Courts. This service shall be provided at no additional cost to the County in the case of complaints as to assessed valuation.

K. TERMINATION OF CONTRACT

The Contract may be terminated by the County for the following reasons:

1. Failure by the Contractor to start the work on a date specified
2. Reasonable evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time.
3. Failure on the part of the Contractor to comply with any of the provisions of the Contract.

Before this Contract may be terminated, the Contractor must be notified in writing by the County of the conditions which make termination of the Contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the Contractor to correct the conditions, the County may declare the Contract terminated, notify the Contractor and pursue any rights and remedies under this Contract against the Contractor. The exclusive jurisdiction and venue for pursuing said rights and remedies will be the Superior Court of Bertie County.

In the event this Contract is terminated, the County has the absolute right to take possession of all completed work, work in progress, materials, or other part of the work, to account for said work and material and to use the same to complete the project in accordance with this Contract. The Contractor will immediately, upon termination of this Contract and for purposes of this Contract, the term "immediately" means within seven (7) days from the date of termination of Contract, delivered to the County all completed work, work in progress, materials, or any other part of the work and account for said work and material. When the work is thus finally completed, the total cost of same shall be paid by the Contractor to the County.

L. MEDIATION

Any dispute or claim between the County and Contractor which the parties are unable to resolve after good faith negotiations shall be submitted to mediation in accordance with the North Carolina Supreme Court's Rules Implementing Mediated Settlement Conferences; however, if the parties cannot reasonably schedule a mediation and select a mediator mutually satisfactory to both parties

within thirty (30) days of the arising of a dispute or claim between the County and the Contractor, then either party is free to file a civil action to interpret or enforce this Contract in the Superior Court of Bertie County as mediation is mandatory in all Superior Court actions in the State of North Carolina. Thus, if a dispute is not settled at mediation or does not reach mediation within thirty (30) days of the arising of a dispute or claim, either party to this Contract may file an action in the Superior Court of Bertie County to resolve said dispute or to interpret this Contract. The venue and jurisdiction for said action is only proper in the Superior Court of Bertie County, North Carolina and the parties waive any right to remove or attempt to remove such an action to Federal Court or attempt to file such a claim in any other jurisdiction or County.

M. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign, transfer or sublet the Contract or any interest therein without first receiving written approval from the County and the Contractor's liability carrier.

N. LIQUIDATED DAMAGES

The parties recognize that any damages which would be suffered by the County by breach of this Contract by the Contractor are extremely difficult to determine and that time is of the essence in this matter. In the event that the appraisal and revaluation of all property herein required to be appraised and revalued is not completed by the date set forth in the Contract, the sum of \$500.00 per day (Saturdays, Sundays and holidays excluded) shall be assessed against the Contractor for the first thirty (30) day period and \$700 per day thereafter, which said amount shall be considered as liquidated damages for such delay in performance and shall be deducted from the final payment of the compensation herein provided. The parties agreed that this sum is not a penalty, but represents true liquidated damages as the exact damages the County will sustain from such a failure to perform or breach of this Contract are difficult to estimate and the parties have determined that these liquidated damages are their best estimate of the damages the County would suffer daily and are agreed upon in advance and as an integral portion of this Contract.

The parties specifically acknowledge that these liquidated damages as set forth above are reasonable and are the result of negotiations between the parties and are not a penalty of any type.

O. TIME IS OF THE ESSENCE

The parties recognize that time is of the essence in this Agreement as the County is statutorily required to have a new revaluation in place by January 1, 2020 and this Contract is to be interpreted in all ways to facilitate and meet the deadline of the County.

IV. WORK TO BE PERFORMED

A. ASSESSOR'S MANUAL AND COST SCHEDULES

The Contractor shall prepare and furnish the county with ten (10) typed or printed copies and one copy in electronic format of an Assessment Manual, Cost Schedules and Land Value Schedules (after approval of same by the Board of Commissioners) prior to finalizing any appraisals as set forth below:

1. CONTENTS OF MANUAL

- A. Introduction
- B. Outline of the principals and essentials of uniform property valuation and assessment, including a statement of the three required methodologies of valuation which are cost approach, income approach, and comparable sales approach. The parties acknowledge that the Contractor is an expert in appraisals and the county is not, so the County will largely rely upon the appraisals determination of value using the appropriate valuation methodology.
- C. Individual property record cards (explain use of land essential information to be furnished on property cards)
- D. Valuation of lots and parcels of land
 - 1. Explanation of land values, classes, grades, and method by which it was determined, including neighborhood analysis.
 - 2. Land value schedules, including maps, depth tables, and land rules.
 - (A) For residential, commercial and industrial properties
 - (B) For rural un-subdivided land
 - (C) For agricultural, horticultural, and forest land appraisals the Contractor shall prepare two schedules, one that reflects market value and one

that reflects land use value as required by G.S. 105-277.6(c)

3. Explanation of method of determining base land value
 - (A) Corner influence (commercial property)
 - (B) Rear and side ally influence (commercial property)
4. Value of crop allotments, if any exist, and effect of same on value of farmland.

E. Valuation of Buildings

1. Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties and special-purpose buildings shall be in square foot increments. Reproduction costs of commercial, industrial and special-purpose buildings, where story height makes it impractical to use square foot costs, will be in cubic feet.
2. Tables of base reproduction cost for houses, commercial and special-purpose buildings.
 - (A) At least seven (7) or eight (8) grades of houses having 300 square feet to 15,000 square feet of varying building height from one story to three stories.
 - (B) Commercial and special-purpose building costs varied by size, wall ratio and story height.
3. Table of additions and deductions from base reproduction costs to meet the requirements of the County as determined in consultation with the Assessor.

F. Depreciation Tables

1. Physical depreciation
 - (A) Physical depreciation tables or age-life tables on all classes of buildings, including a consolidated rate percentage table.
 - (B) Functional and economic obsolescence
 1. Examples of application of functional and economic obsolescence on all classes of residential, commercial and industrial buildings for over-improvement, under-improvement, location, out-of-business and/or lack of functional utility.

- G. Income Approach to Value
 - 1. Range of capitalization rates for Bertie County
 - 2. Explanation of capitalization rates as applied in Bertie County and how developed and applied.
- H. Metal buildings, grain bins, hog parlors, and poultry houses
- I. Schedule by components of construction for commercial and industrial buildings.
- J. Explanatory appraisals demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings in the County.
- K. Any other information, facts or factors, which may be used in determining the true value in money of the real property to be appraised.

2. PREPARATION OF SCHEDULE OF VALUES AND COST SCHEDULES

This manual shall contain the detailed data from realtors, lending institutions, revenue stamps (verified), and all other data, used in preparing the units of land value.

This manual shall also contain a breakdown in detail of all data used in making up all schedules, costs, other data, and analyzed cost for residential, farm, commercial and industrial building construction. A careful investigation of local market on construction costs shall be made, and this manual must be tested for both new and existing construction.

From the foregoing information unit construction costs shall be analyzed for all materials and fixed equipment entering into the construction of all types of buildings, which construction costs shall include architects' and engineers' fees, together with Contractor's overhead and profit and shall reflect the average cost of material in place for houses of cheap construction, houses of ordinary construction and houses of high quality construction. Separate unit costs shall be developed in the same manner for all types of commercial, industrial, farm, and other special-purpose buildings. After such costs are developed, they shall be applied to new

construction of known costs to prove their accuracy. When such accuracy is determined or proven in a manner acceptable to the County, schedules shall be prepared for any and all variations from base, including the values of the following items: all types of wall construction, roofs, floors, heating, plumbing, fireplaces and stacks, air conditioning, interior finish, tiling, finished attics, multiple family houses, recreation rooms, basements, finished basements, insulation, lighting systems, and other significant portions of the construction.

Tables shall show additions and deductions from base prices shown in each residential, commercial, industrial, farm and special-purpose building schedule. Every change from base specification shall be recorded in pricing schedules and on property record cards. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators, or any improvement which does not fall within the base rate table.

All of the foregoing data shall be set up in an easily comprehensible manner enabling the County to show the taxpayer how the property valuations were determined. All data used to make up the manual and to substantiate sales must be turned over to the Bertie County Assessor.

The design of the manual must be approved by the Assessor, and personnel designated by the Assessor are to be trained in the use of the manual during the Revaluation Period. The manual, once finalized and approved, will be the sole property of Bertie County.

B. PROPERTY APPRAISALS

1. COMMERCIAL PROPERTY

A. COMMERCIAL PROPERTY

All commercial buildings shall be visited to ensure accuracy of information shown on the field record card and the name of the occupant will be noted under "remarks." A careful inspection of each building shall be made of all construction and fixed building improvements noted on the property record card. Master reproduction cost schedules, which have been checked against actual recent costs of newly erected construction in the County or in comparable communities, will be applied to the various

elements of building construction. The basic cost data shall be applied to existing construction for the determination of accurate and consistent replacement values less any physical, functional or economic depreciation. In addition, income and expense data, and market data will be used where applicable to determine value by use of those approaches. All apartment houses of four or more dwelling units and other dwellings designed or redesigned for such occupancy, all groups of apartment properties will be appraised by the Contractor in the manner of commercial properties with a sketch and appraisal card for each building and their breakdowns as to bedroom and bath count with the rent for each type will also be shown if attainable. A report for apartments will follow listing of all apartments and their variable breakdowns. The listing will be used as an analytical report. The appraisal of apartment houses is to be complete with analysis of income in the same manner as in the appraisal of other commercial property.

B. COMMERCIAL AND APARTMENT LAND

The Contractor shall make a study of both the central business districts and outlying business areas for all towns in Bertie County. Upon completion of this study, an outline block map is to be prepared by the Contractor listing front foot and land value for each side of each block of the specified business district, depth tables and corner and alley influence tables shall be developed by the Contractor for the pricing of commercial lots. These table shall be in accordance with current sound practices of land valuations.

Upon determination of such final front foot values for commercial properties by the Contractor, the value of each individual parcel of land shall be computed on the permanent record card. Commercial land values in rural areas of Bertie County shall be established, usually on an acreage basis.

C. REVIEW OF COMMERCIAL PROPERTY

Upon Completion of the appraisal of individual parcels of commercial land, each commercial property shall be carefully reviewed by an experienced commercial appraiser of the

Contractor for the careful consideration of the economic factor which enters into its valuation, such as location, design, surplus capacity or inadequacy, obsolescence, and rent possibilities, both present and expected.

2. INDUSTRIAL PROPERTY

A completion of the appraisal of each individual plant in the County shall be prepared by the Contractor based upon the careful inspection of each of such property, and the name of the occupant will be noted under "remarks".

A. INDUSTRIAL BUILDINGS

Drawings of each building shall be drawn to scale with buildings numbered and shown in their proper location and sizes. Buildings shall be described by their component parts with replacement or reproduction values being determined by a unit cost appraisal less any depreciation. The market and income approaches to value shall be utilized where applicable.

B. INDUSTRIAL LAND VALUATIONS

The Contractor shall make a study of each individual property and of the various industrial section of the County. Upon completion of this study, the Contractor's appraisers are to prepare an outline block map (or sketch) indicating front foot, acreage or square foot land valued for each parcel of industrial property. Upon the determination of final land values for industrial property, the Contractor shall compute the value of each individual parcel of industrial land.

C. REPORTS

These shall be designed and provided by the Contractor: a complete separate report, summarized, typed and bound with sketches drawn to scale, and an appraisal for each-and-every building of an industrial plant. The total appraisal of each building

shall be posted to the summary sheet of the report listing buildings 1 of 2, etc. Also provided in this report will be a plat showing proximity of all buildings to main plant structure. Total values of industrial plants showing a summary of land and buildings shall be placed on property record cards for filling purposes.

3. URBAN AND RURAL PROPERTY

A. RESIDENCES, BUILDINGS AND STRUCTURES

Every lot, parcel, tract, building, structure and improvement shall be actually visited and observed to ensure accuracy of information on the field record card.

All outbuildings will be described as by size, major construction materials, approximate age and type of use (pack house, etc.). In the case of changes, additions, and discrepancies shall be measured, listed and sketched, and cards flagged for appraisal by a competent appraiser of the Contractor's staff. An owner notification card will be left at each of those parcels.

The type of construction shall be recorded by component part, such as exterior walls, roofing structure, roofing cover, interior walls, interior flooring, heating and fuel type, air conditioning, bedrooms, baths, number of stories, style, fireplaces, quality of construction, actual year built, effective year built, economic obsolescence, functional obsolescence, whether the property is under construction, abnormal or physical depreciation or physical damage. A system approved by the Assessor will be employed for condominium appraisals. For commercial properties and condominiums, the Contractor must also list any added features for air conditioning and heating, number of floors the building contains, the number of units or percentage of ownership, structural frame, the ceiling and wall and nonstandard wall height. Field record cards shall be returned by the field staff to the office where they shall be priced, checked and completed from the schedules previously prepared and made ready for the final inspection and review. Each review of property shall be made by competent appraisers for the careful consideration of location, design, surplus capacity, obsolescence, physical depreciation, and all other relevant factors.

- B. Suburban and farm homes shall be visited and inspected in the visual manner as other residential buildings. All other farm buildings and structures will be visually checked for accurate measurements and listed on the field property record card according to the use, type of construction, size, age, condition and amount of depreciation and shall be appraised at their true value.
- C. Upon inspection of real property that has a manufactured home located on the premises, the appraisal card will be marked with a special code identifier when the manufactured home is listed as personal property (single wide manufactured home). If it is listed as real property (double wide manufactured home), it will be measured, if new, sketched and valued as a dwelling.
- D. A door hanger, design to be approved by the Assessor, is to be left at all residential structures wherein physical information is incorrect and an onsite visit is needed. The door hanger is to be designed to allow owner/tenant to make contact with the Contractor to assure accuracy of data to be gathered.

4. VALUATION OF LAND

The Contractor will make careful investigation of the true value of all classes of land, giving due consideration to all factors enumerated in this Agreement. Sales data covering market value shall be secured and this data will be analyzed, checked and recorded on cards. Owners, realtors, bankers and others shall be asked to provide full information relative to sales of property within the County.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified, and the part within such town or city will be defined and listed accordingly.

Buildings, structures and other improvements will be appraised and their true value recorded separately from the land on which they are located.

The Contractor will furnish "land value maps" which will reflect the neighborhood concept. The maps will indicate the appraised values per parcel or per block. These values will be stated in terms of the units in which the land is normally sold. In addition, current sales data will be

recorded on these maps. Sales data will be indicated from revenue stamps, noted on the property record cards and confirmed in sufficient number to ensure compliance with this Agreement.

A. Agricultural, horticultural, and forestland will be appraised at its true value as required by G. S. 105-317(b) (1). The Contractor will assist the Assessor with the development of Present-Use Value Schedules that are required by G.S. 105-317(b) (1). The Assessor will determine eligibility for Present-Use Value treatment and will be responsible for applying the Present-Use Value Schedules to qualifying parcels.

B. SMALL ACREAGE TRACTS

A pricing schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less which have potential other than farm usage, shall be prepared by the Contractor. Size of tracts has a direct bearing on the value. The schedule must be flexible to appraise at market value all acreage tracts regardless of size.

C. SOIL MAPS

The Bertie County Soil and Conservation Service has developed soil maps and should be considered as part of the valuation process.

5. OTHER PROPERTY

A. GRAIN BINS

For the purpose of this Revaluation, grain bins and or systems for respective grain bins are to be considered real property and so valued. It is essential that the ownership of every grain bin be determined, and if different from the owner of the land, a property record card is to be prepared for the rightful owner of the grain bins with cross reference between the owner of the improvements and the owner of the land.

B. All other real property not covered under this Section and required by law to be appraised by the County will be appraised at true value, using acceptable appraisal standards.

6. RECORD CARDS

Current Bertie County property record cards are to be used. They will include all items of information in connection with the construction, age, condition, depreciation, outline sketch and pricing data of each building together with the owner's name, address, road name and number, house numbers, and tax map and lot numbers, and any other relevant data, and shall be used to record all pertinent information relative to the land, buildings, and total valuation of land and buildings.

All cards will be filed according to a method determined by the Assessor (alphabetic or geographic).

The Contractor will provide at its own expense all supplies needed in performing the work unless otherwise stated and all reports and manuals are to be delivered to the County as set forth in the Contract. All filing cabinets of a permanent nature will be provided by the County and will be the property of the County. The Contractor will, upon completion and acceptance of the work, deliver to the Bertie County Assessor for future reference all field notes, cards and work sheets on all kinds and classes of properties valued in the appraisal, identified as to parcel number and owner. The Contractor will also deliver to the Assessor all detailed data developed and used to determine the unit land values, which serve to substantiate the 2020 values. All of said documents will be the sole property of Bertie County.

7. PUBLIC RELATIONS

At all times during the Contract and the work on the Revaluation Program, the Contractor and its employees will endeavor to promote friendly relations with the taxpayers and the general public. Press Releases and other publicity proposed by the Contractor will be presented to the Assessor and receive clearance before being released. The Contractor will, at the request of the Assessor, make available qualified speakers to acquaint groups of people with any phase of the Revaluation Program.

The Contractor will not release any proposed values, appraisals, data or any other information, either acquired or in the possession of the

Contractor, to any person, firm, association or organization without the express written approval by the Assessor prior to release.

V. DIGITAL STRUTURE IMAGERY

The purpose of this Agreement is for the collection of digital images of residential, commercial, industrial and farm structures located in Bertie County, North Carolina.

A. TECHNICAL REQUIREMENTS

1. Images will be submitted in JPEG Format to Bertie County on approved media.
2. One, two, three and four-family residential buildings, townhouses, manufactured homes, timeshares and condominiums will require photographs of building from curbside. Agricultural residences and major outbuildings with a value of \$2,000 or greater, will also require photographs of building front elevations. Images of manufactured home parks need only be captured from the public "right-of-way" without need to capture images of individual manufactured homes. Images of retail, warehouse, manufacturing, apartments and other related property uses shall be captured for each use. Neighborhood shopping centers, mixed retail centers, and community buildings may require more than one image. Exempt buildings shall be photographed as well. In addition, photos of information signs, bearing information such as for sale, for rent, going out of business, or other relevant information will be taken.
3. The façade of the structure should occupy 65% to 85% of the overall area of the photo.
4. In such cases where there is more than one structure for one parcel, each structure will be photographed and assigned the parcel id number/pin number and record number followed by a letter.
5. The definition of a structure is any building whose primary use is, residential, commercial, industrial or institutional, and is being occupied by one or more of these uses.
6. Each image will be stored in JPEG Format with 640 x 480 pixels or higher resolution.
7. Each image will be stored in the industry standard JPEF Format and will be assigned up to a twelve-digit parcel id number.
8. Each image will be stored in a directory. The tax map numbers for the County will name each directory. Each image named by a parcel id

contained in a tax map will be stored in the corresponding tax map directory.

B. GENERAL REQUIREMENTS/CONDITIONS

1. All images, maps, tapes, working files and final deliverables shall be considered the property of Bertie County and shall be delivered to the Assessor upon completion and acceptance of work. The chosen respondent shall not use the captured images for any purpose other than fulfillment of Contract requirements, unless authorized by the Bertie County Assessor.

VI. COMPENSATION AND TERMS

A. COMPENSATION:

The total compensation to be paid to the Contractor by the County is \$16.00 per appraised parcel. The parties estimate that there are 18,935 parcels to be revalued in Bertie County for a total of Three hundred two thousand nine hundred sixty and 00/100 dollars (\$302,960.00) payable as hereinafter set forth, said amount varying depending on the total number of parcels revalued by the Contractor.

B. PROGRESS REPORTS AND PAYMENTS

On the first work day of each month, on forms approved by the Assessor, the Contractor will make a Progress Report to the Assessor showing work done and progress made under the negotiated schedule. The report will show the percentage of completion of each phase of the work performed under terms of the negotiated work schedule. On the basis of each Progress Report the County will make progress payments as follows:

On or about the tenth day of each month the County will pay the Contractor ninety percent (90%) of the Contract price based on the value of work performed by the Contractor up to the first day of that month as estimated by the County from Progress Reports and monthly invoices submitted by the Contractor, less the aggregate of previous payments. The estimates shall be approximate only and all partial payments and monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimate. The Schedule of Payment contemplates the County's

withholding payment of 10% of the value of all completed work until such time as the County is satisfied that all such work conforms to the requirements of this Agreement.

Should any defective work be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, there will be deducted from the first estimate rendered after discovery an amount equal in value to the defective or questioned work and this work will not be included in a subsequent estimate until the defects have been remedied or the cause or doubt removed.

C. ACCEPTANCE AND FINAL PAYMENT

When the work has been completed and delivered to the County by the Contractor, the County will within sixty (60) days thereafter examine and review the same to determine whether the work has been completed in strict accordance with this Agreement, Conditions and Stipulations contained in this Contract.

If upon such examination and review, the County finds that the work has been completed and delivered in accordance with this Agreement and other provisions of this Contract, the work will be accepted and the remaining balance on said Contract price will become due and payable as follows:

1. The difference between the amount already paid and ninety (90%) of the total Contract price will be paid to the Contractor at this point.
2. Three fourths of the unpaid balance, seven and one half (7.5%), will be paid to the Contractor at the conclusion of all appeals to the 2020 Board of Equalization and Review.
3. The remaining one-fourth of the unpaid balance, two and one half percent (2.5%), will be paid to the contractor at the conclusion of all appeals to the 2020 Board of Equalization and Review.

VII. DATA PROCESSING

A. HARDWARE/SOFTWARE EQUIPMENT DESCRIPTION

Bertie County houses the Tax database on a Windows 2012 r2 server and hosted on a Dell Poweredge T430 server. This system will be made available, non-exclusively, to the re-appraisal Contractor to assist in the re-appraisal effort. It

will be a requirement of the re-appraisal Contract that all final real property values will be produced on the Bertie County hardware.

If other devices are necessary for the efficient and timely completion of the re-appraisal task, they will have to be furnished by the Contractor.

It is anticipated that the hardware configuration is of sufficient capacity to permit both the Assessor's office and the Contractor's normal data processing functions to be accomplished simultaneously without significant degradation.

Jobs of either agency, which will make extra ordinary demands on the CPU, (i.e., large sorts) must be scheduled through the Assessor's office.

B. CAMA SOFTWARE

Bertie County uses the Keystone property appraisal software package supported by Mike Peters with Good Pickin, Inc.

Executed by Bertie County this the _____ day of _____, 2018.

VIII. SIGNATURES AND EXECUTION

The **COUNTY** and the **CONTRACTOR** execute this Contract in two original counterparts one of which is retained by each of them the day and year first above written.

Witnessed or Attested By: **BERTIE COUNTY**

Clerk to the Board of Bertie County

By: _____
Chairperson

Date: _____

Executed by Piner Appraisal, Inc. this the _____ day of _____, 2018.

Witnessed or Attested By: **PINER APPRAISAL, INC.**

By: _____
Gary Piner, President

Date: _____

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

William Roberson, Financial Officer

APPROVED AS TO FORM

PRITCHETT & BURCH, PLLC

Lloyd C. Smith, Jr., County Attorney



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-5

DEPARTMENT: Tax Office

SUBJECT: Tax Release Journal

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

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

ATTACHMENTS: See attachments

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A



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

February 05, 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 **January** 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____

RLS*17*31	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	1/16/2018	Spivey, Lorraine	G01	\$0.35	\$2.50	\$0.00		\$2.85
		Advertisement Fee added in error						
								<u>\$2.85</u>

RLS*18*31	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2017	1/16/2018	Wattford, Alice 17A6808591316 Elderly Exemp. Late Application	G01	\$207.50		\$0.00		\$207.50
	1/16/2018	Hill, Marie 17A5819988605 Elderly exemption left off	G01 C07	\$0.46 \$0.14		\$0.00		\$0.46 \$0.14
	1/16/2018	Kelly, Carl 17A26783.10 Listed in Error	G01	\$34.66	\$0.00	3.47		\$38.13
								\$246.23

Seq	Date	Account Number	Trans Number	Trans Code	Trans Description	Levy Amount	Period Amount	Addl Chgs	Interest Amount	Disct Amount	Trn Chck	Trans Rev
1	01/16/18	1745685121	601	60	TRIBUTATION	0.35	0.00	0.00	0.00	0.00		
2												
3												
4												
5												
6												
7	01/16/18	1745685121	601	60	TRIBUTATION	0.35	0.00	0.00	0.00	0.00	PG238	
8												
9												
10												
11	01/16/18	1745685121	601	60	TRIBUTATION	0.35	0.00	0.00	0.00	0.00	PG238	
12												
13												
14												
15	01/16/18	1745685121	601	60	TRIBUTATION	0.35	0.00	0.00	0.00	0.00	PG238	
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Tax Case Totals
 Addl - ADVERT 0.50
 601*17 - BRT TAX 0.35
 601*17 - BRT TAX 246.05
 Total for Group RLS*18*31 249.08

 Cycle A
 Total By Tax Cycle
 Current 0.00
 Delinquent 249.08



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-6

DEPARTMENT: Finance

SUBJECT: Budget Amendments

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

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

ATTACHMENTS: See attachments

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

BUDGET AMENDMENT

# 18-08			
	INCREASE		INCREASE
10-0050-4839-82	\$ 400	10-4950-5399-20	\$ 400
TO INCREASE BUDGET - FARM BUREAU DONATIONS			
	INCREASE		DECREASE
10-4330-5352-00	\$ 15,000	10-9910-5991-00	\$ 15,000
ALLOCATE CONTINGENCY FUNDS FOR RADIO REPAIRS TO IMPROVE COMMUNICATION BETWEEN EMERGENCY RESPONSE TEAMS AND 911 COMMUNICATIONS.			
	INCREASE		INCREASE
10-0011-4111-35	\$ 6,200	10-4140-5399-01	\$ 6,200
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)			
APPROVED ___ / ___ /2018			

BUDGET AMENDMENT

# 18-08			
	INCREASE		INCREASE
10-0050-4839-82	\$ 400	10-4950-5399-20	\$ 400
TO INCREASE BUDGET - FARM BUREAU DONATIONS			

William

BERTIE COUNTY COOPERATIVE EXTENSION
DAILY CASH COLLECTIONS/TURNOVER REPORT

Date: January 31, 2018

After filling in the location and date at the top of the report, enter a summary of all cash collections/turnover for the day in the column below. Adding machine tapes should be attached to the report to indicate amounts for checks and money orders.

SUMMARY

Checks/Money Orders (Attach Tape):	\$	<u>1625.00</u>	FARM BUREAU
Currency	\$	<u>1</u>	
Change	\$	<u>1</u>	
TOTAL	\$	<u>1625.00</u>	
10-0000-2110-05 - IPM PEST MANAGEMENT	\$	<u>625.00</u>	
10-0000-2110-09 - 4H ACTIVITIES	\$	<u>600.00</u>	
10-0050-4839-82 - PROGRAM REVENUES	\$	<u>400.00</u>	Made to 104950 - 539920
TOTAL	\$	<u>1,625.00</u>	

REC# 065080 Prod, 4-H, FCS

Shirley Powell
Signature of Preparer

Distribution: Original - Finance Office Duplicate - Retain
Rev/16

BUDGET AMENDMENT

		# 18-08		
	INCREASE			DECREASE
10-4330-5352-00	\$ 15,000		10-9910-5991-00	\$ 15,000
ALLOCATE CONTINGENCY FUNDS FOR RADIO REPAIRS TO IMPROVE COMMUNICATION BETWEEN EMERGENCY RESPONSE TEAMS AND 911 COMMUNICATIONS.				



Quote Number: QU0000424848
 Effective: 15 DEC 2017
 Effective To: 13 FEB 2018

4330
 535200
 PO 4134

Bill-To:

BERTIE COUNTY EMERGENCY
 MANAGEMENT
 PO BOX 530
 WINDSOR, NC 27983
 United States

Attention:

Name: Mr. Mitch Cooper
 Phone: (252) 794-5302

Sales Contact:

Name: Martin Chriscoe
 Email: martinchriscoe@callmc.com
 Phone: 919-980-0925

Request For Quote: VHF APX7500 Control Stations
Contract Number: NC STATE NON ARIBA -725G
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	3	L30KSS9PW1AN	APX CONSOLETTTE VHF	\$4,554.00	\$3,415.50	\$10,246.50
1a	3	GA00306AA	ADD: VHF MP PRIMARY BAND	-	-	-
1b	3	L998AA	ADD: LIMITED FRONT PANEL W/CLOCK/VU	\$480.00	\$360.00	\$1,080.00
1c	3	GA05100AA	ENH: STD WARRANTY APPLIES-NO SFS	-	-	-
1d	3	G241AP	ENH: SW ASTRO READY (ANALOG)	-	-	-
1e	3	CA01598AB	ADD: AC LINE CORD US	-	-	-
1f	3	G48BB	ENH: CONVENTIONAL OPERATION	\$800.00	\$600.00	\$1,800.00

Total Quote in USD

\$13,126.50

Prices consistent with state contract 725G.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

Approved: Smt T. Sam
 2-8-2018



communications
 860 W. Star Street, Greenville NC 27834

Customer: Bertie County Emergency Management
 106 Dundee Street
 Windsor, NC

Attn: Mr. Mitch Cooper
Phone:
Fax:
Email:

Account Rep: Martin Chriscoe
Phone: 919-980-0925
Email: mchriscoe@wirelessnc.com
Date: 12/15/2017
Valid Thru: 1/15/2018
Quote Number: 12152017

Quantity	Model #	Equipment Description	Unit Price	Total
		APX7500 VHF Console Installation		
3	PROGGREEN	Program APX7500 VHF Console Control Station	\$39.00	\$117.00
1	INSTALL	Install, align and test 3 each APX7500 VHF Console Primary Dispatch, Interface to consoles	\$1,000.00	\$1,000.00
2	MAGVHF	Mag Mount, NMO, VHF Whip Antenna w/connector	\$41.44	\$82.88
1	MISC	Miscellaneous Install Parts	\$50.00	\$50.00
			Equipment Total	\$1,249.88
			Tax	\$93.68
			FOB Destination	---
			Total	\$1,343.56

Terms: Net 30 Days

Approval: 2-8-2018

BUDGET AMENDMENT

# 18-08			
	INCREASE		INCREASE
10-0011-4111-35	\$ 6,200	10-4140-5399-01	\$ 6,200
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)			

William Roberson

From: Jodi Rhea
Sent: Wednesday, February 14, 2018 9:53 AM
To: William Roberson
Subject: CTS

Have an invoice from CTS for \$6,200

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

PROJECT ORDINANCE

# PROJ 18-05			
	INCREASE		INCREASE
54-0025-4497-04	\$ 1,000,000	54-6350-5396-39	\$ 50,000
		54-6350-5396-40	\$ 100,000
		54-6350-5399-73	\$ 850,000
			\$ 1,000,000
TO SETUP BUDGET FOR NCDRA17 PROJECT (RESOLUTION ADOPTED ON 02/05/18.)			
APPROVED ___ / ___ /2018			

**BERTIE COUNTY NC DISASTER RECOVERY ACT (NCDRA) PROGRAM
Project Budget Ordinance**

Be it ordained by Bertie County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Hurricane Matthew NC Disaster Recovery Act (NCDRA) Program described in the work statement contained in the grant agreement and funding approval (#2X040050-5369DR00817) between Bertie County and the North Carolina Department of Public Safety. This project is more familiarly known as the Bertie County NCDRA Project.

Section 2. The Bertie County staff is hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Public Safety, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

State Disaster Recovery Act (DRA 17) Project

Total Grant Award	<u>\$1,000,000</u>
-------------------	--------------------

Section 4. The following amounts are appropriated for the project activities:

State Disaster Recovery Act (DRA 17) Project

Project Budget	<u>\$1,000,000</u>
----------------	--------------------

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Public Safety required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Public Safety in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

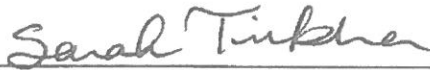
Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 5th day of February, 2018.



Ernestine Byrd Bazemore, Chair
Bertie County Board of Commissioners

ATTEST:



Sarah Tinkham, Clerk to the Board

BERTIE COUNTY NC DISASTER RECOVERY ACT (NCDRA) PROGRAM
Financial Management Resolution

WHEREAS, Bertie County has received a Hurricane Matthew NC Disaster Recovery Act Grant in the amount of \$1,000,000; and

WHEREAS, the North Carolina Administrative Code regulations require that Bertie County designate a Grant Finance Officer and a depository for NCDRA funds;

NOW, THEREFORE, Bertie County hereby resolves the following:

- (1) William Roberson, Finance Officer, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) Southern Bank of Windsor, NC, is hereby designated as the official depository for revenues budgeted for the Hurricane Matthew NCDRA Program.

Resolved this 5th day of February, 2018.



Ernestine Byrd Bazemore, Chair
Bertie County Board of Commissioners

ATTEST:



Sarah Tinkham, Clerk to the Board

SECTION 3. Project Budget

Budget Summary of Project Proposals

Name of Applicant Bertie County

DRA 17 Grant Amount Requested			\$1,000,000
Other Funding Sources			\$-0-
Total Project Resources			\$1,000,000
Activity	DRA 17 Funding	Other Funding (Identify)	Total Project Costs
1. Rehabilitation/Elevation – Single Family Units	\$850,000		\$850,000
2. Reconstruction – Single Family Units			
3. Rehabilitation – Manufactured Housing			
4. Acquisition of Single Family Units			
5. Temporary Rental Assistance	\$ 50,000		\$ 50,000
6. Housing Repair Reimbursement Costs			
7. Rehabilitation – Small Rental Repair			
8. Flood Insurance Premiums			
9. Infrastructure Improvement –Tied to Housing Rehabilitation			
10. Administration	\$100,000		\$100,000
11. Total	\$1,000,000	\$0	\$1,000,000

54 0025-449704 DRA 17 Grant

6350

Rehab
Temp Rent Assist

539973

539629

ADMIN

539640



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-7

DEPARTMENT: Bertie County Water District II

SUBJECT: Change Order No. 1

An amount

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

Based on Water System Superintendent Ricky Spivey's request and Green Engineering's operational assessment, in order for the County to achieve full control of its water quality options in District II, the ability to reverse flow at Booster Pump Station No. 2 on N.C. Highway 45 must become available.

Reversing flow would allow the County to choose what wells are used to supply tanks within the District. The addition of valves and bypass piping to existing Booster Station No. 2 piping is absolutely necessary to reverse flow and provide this ability within the system. This capability would also allow for water to be supplied by District III while also backing up Booster Pump Station No. 1, should it experience outage issues in order to sustain peak demands within District II. The cost of this addition as quoted by Temple Grading is **\$16,580.00**

Master Meter No. 1 (*which serves to supply water to the existing Avoca, Inc., producer of sage and byproducts of sage*) has no bypass flow capability, should the meter ever require maintenance. This was realized at the time of installation, when a costly temporary plant shutdown was required in order to install the new meter (part of the County's new Water Loss Reduction metering strategy).

The decision was made to install a 4-inch bypass on the existing meter piping within the building, once it was confirmed that plenty of room was available to do so. The cost of this addition as quoted by Temple Grading is \$7,522.49

Once construction was initiated on Booster Pump Stations No. 2 and No. 3, Temple Grading realized that much of the existing booster station piping fittings and fastening material was impossible to re-use. In order to stay on schedule, Temple Grading was forced to transfer materials from other areas of the project, namely on elevated tank control building piping. Additional materials were immediately ordered, to cover the shortfall and keep the project on schedule. The cost of these additional materials as quoted to Temple Grading is \$1,295.89

Similar to the issues associated with Booster Stations No. 2 and No.3, Temple Grading also realized a shortage of materials at Tank No. 5 and Tank No. 6. The cost of these additional materials as quoted to Temple Grading is \$7,050.46

Fiscal Impact: The total increase required by Change Order No. 1 is \$32,448.84. There is approximately \$42,324.00 available in project contingencies, according to the official project budget at this time. After the additional expense proposed by Change Order No. 1 is accounted for, there is still \$9,875.16 remaining in contingency for completion of this project.

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

Change Order No. 1 in the amount of \$32,448.84

Contract 1 – Water System Improvements

Temple Grading & Construction Company, Inc.

Bertie County Water District II

Water Loss Reduction Project WIF#1912

ATTACHMENTS: Engineers correspondence dated March 6, 2018

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---reverse chronological order

May 15, 2017 Board approved contract award(s) in the amount of \$846,484

May 10, 2017 Bids opened

February 1, 2016 Loan financing award from the NC Department of Environmental Quality

March 6, 2018

Bertie County
106 Dundee Street
Windsor, North Carolina 27983

Attention: Mr. Scott T. Sauer
County Manager

SUBJECT: Justification to Board for Change Order No. 1
Temple Grading & Construction Company, Inc.
Contract 1 – Water System Improvements
Bertie County Water District II
Water Loss Reduction Project WIF#1912
Bertie County, North Carolina

Dear Mr. Sauer:

This project was bid in multi-part lump sum contracts. Therefore, no adjustments to project scope can occur unless by change order. Shortly after bids were taken, it was realized that in order for the County to achieve full control of its water quality options in District II, the ability to reverse flow at Booster Pump Station No. 2 on N.C. Highway 45 must become available. Reversing flow would allow the County to choose what wells are used to supply tanks within the District. This idea became apparent towards completion of Booster Pump Station No. 5 off of Woodard Road, part of the USDA-funded District III project. However, there were insufficient funds remaining in that project budget to make any of the modifications required to the system in District II (*Not that it would've been possible; It is highly unlikely USDA Rural Development would have approved District III funds to be spent in District II*). Nonetheless, the addition of valves and bypass piping to existing Booster Station No. 2 piping is absolutely necessary to reverse flow and provide this ability within the system. This capability would also allow for water to be supplied by District III while also backing up Booster Pump Station No. 1, should it experience outage issues in order to sustain peak demands within District II. The cost of this addition as quoted by Temple Grading is \$16,580.00

Master Meter No. 1 (*which serves to supply water to the existing Avoca, Inc., producer of sage and byproducts of sage*) has no bypass flow capability, should the meter ever require maintenance. This was realized at the time of installation, when a costly temporary plant shutdown was required in order to install the new meter (part of the County's new Water Loss Reduction metering strategy). The decision was made to install a 4-inch bypass on the existing

Mr. Scott T. Sauer
March 6, 2018
Page 2 of 2

meter piping within the building, once it was confirmed that plenty of room was available to do so. The cost of this addition as quoted by Temple Grading is \$7,522.49

Once construction was initiated on Booster Pump Stations No. 2 and No. 3, Temple Grading realized that much of the existing booster station piping fittings and fastening material was impossible to re-use. In order to stay on schedule, Temple Grading was forced to rob materials from other areas of the project, namely on elevated tank control building piping. Additional materials were immediately ordered, to cover the shortfall and keep the project on schedule. The cost of these additional materials as quoted to Temple Grading is \$1,295.89

Similar to the issues associated with Booster Stations No. 2 and No.3, Temple Grading also realized a shortage of materials at Tank No. 5 and Tank No. 6. The cost of these additional materials as quoted to Temple Grading is \$7,050.46

The total increase required by Change Order No. 1 is \$32,448.84. There is approximately \$42,324.00 available in project contingencies, according to the official project budget at this time. After the additional expense proposed by Change Order No. 1 is accounted for, there is still \$9,875.16 remaining in contingency for completion of this project.

Should you have any questions or require additional information, please do not hesitate to call.

Respectfully,



W. Landon Younce, P.E.

WLY

cc: William Roberson – Finance Director, Bertie County, North Carolina

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY
CONTRACT CHANGE ORDER

ORDER NO.	<i>One (1)</i>
DATE	<i>March 6, 2018</i>
STATE	<i>North Carolina</i>
COUNTY	<i>Bertie</i>

CONTRACT FOR
WIF-1912 - Water District II - Water Loss Reduction
OWNER
Bertie County, North Carolina

TO *Temple Grading and Construction Company, Inc.*
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
<i>Booster Pumping Station Bi-Directional Pumping Retrofit Piping and Valve Installation</i>	\$	\$
<i>(See Attached</i> TOTALS	\$	\$ <i>32,448.84</i>
NET CHANGE IN CONTRACT PRICE	\$	\$ <i>32,448.84</i>

JUSTIFICATION:

Arrangements required to install bypass piping at Master Meter No. 1 as well as Booster Pump Station No. 2 in order to maintain water quality in Water District II. Estimate also includes additional retrofit materials at various sites.

The amount of the Contract will be (Decreased)(*Increased*) By The Sum Of: *Thirty-two Thousand,*
Four Hundred Forty-eight and 84/100 ***** Dollars (\$ *32,448.84*).

The Contract Total Including this and previous Change Orders Will Be: *Four Hundred Five Thousand,*
Four Hundred Ninety-eight and 84/100 ***** Dollars (\$ *405,498.84*).

The Contract Period Provided for Completion Will Be (*Increased*)(Decreased)(Unchanged): *120* Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	_____	_____
	<i>Scott T. Sauer - County Manager</i> (Signature of Owner)	(Date)
Recommended	_____	<u><i>March 6, 2018</i></u>
	<i>W. Landon Younce, P.E.</i> (Signature of Owner's Architect/Engineer)	(Date)
Accepted	_____	<u><i>March 6, 2018</i></u>
	<i>Temple Grading & Construction Company, Inc.</i> (Signature of Contractor)	(Date)
Approved by Agency	_____	_____
	(Name and Title)	(Date)
Certification	_____	_____
	(Signature of Owner's Finance Officer)	(Date)

*This change order has been pre-audited in accordance with the
Local Government Budget and Fiscal Control Act.*

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

**WATER DISTRICT II WATER LOSS PROJECT
WIF-1912**

**TEMPLE GRADING AND CONSTRUCTION CO.
BOOSTER PUMPING STATION BI-DIRECTIONAL PUMPING
RETROFIT PIPING AND VALVE INSTALLATION**

PART A: BYPASS AT BOOSTER PUMP STATION No. 2 - N.C. HIGHWAY 45

ITEM	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	160	LF 6-inch Ductile Iron Pipe	\$33.00	\$5,280.00
2	2	EA 6-inch Gate Valves with Boxes	1,200.00	2,400.00
3	2	EA 6" x 6" M.J.D.I. Tees	575.00	1,150.00
4	5	EA 45 degree Bends	380.00	1,900.00
5	2	EA 6-inch M.J.D.I. Sleeve	325.00	650.00
6	2	EA 6-inch Tie-in to Existing 6-inch Water Main	2,600.00	5,200.00

TOTAL PART A: **\$16,580.00**

PART B: BYPASS AT MASTER METER No. 1 - SALMON CREEK / MERRY HILL

1 LS 4-inch Bypass to serve Master Meter No.1 (Avoca Bypass) \$7,522.49

TOTAL PART B: **\$7,522.49**

PART C: ADDITIONAL PIPE RETROFIT / MATERIALS COST - BOOSTER STATION No. 2 AND No. 3

1 LS Additional Materials necessary for installation at
Booster Station No. 2 and No. 3 \$1,295.89

TOTAL PART C: **\$1,295.89**

PART D: ADDITIONAL PIPE RETROFIT / MATERIALS COST - TANKS No. 5 AND No. 6

1 LS Additional Materials necessary for installation at
Tank No. 5 and Tank No. 6 \$7,050.46

TOTAL PART D: **\$7,050.46**

TOTAL PARTS A, B, C & D : TOTAL CHANGE ORDER No. 1: **\$32,448.84**



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: C-8

DEPARTMENT: Bertie County Water District IV

SUBJECT: Change Order No. 1

An amount of \$17,973.40 is required to adjust for the contract quantity overage for additional piping and meters due to insufficient record drawings provided by the Town of Roxobel prior to project design.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Approval

Insufficient record drawings for existing County water mains now serving the Town of Kelford and the Town of Roxobel systems prevented proper planning. At the time this project was designed, it was believed existing 6-inch water mains serving the County extended an additional 1,500 linear feet along NC Highway 308 (Governors Road) towards the Town of Roxobel. In reality, they did not. There were only 2-inch mains serving Governors Road this area. In order to prevent bottle-necking of the County's system, it became necessary to extend an additional 1,500 linear feet of 6-inch mains as a replacement of existing 2-inch water main along NC Highway 308, just northwest of Kelford. As installed, the County can now maintain a continuous 6-inch water main along Governors Road.

In addition to a shortage of water mains as bid, records provided for existing customers in the Town of Roxobel indicated a total of 176 customers which would need new County meters installed as a result of merging the system into the County. In reality, there were 201 customers to be served. This discrepancy of 25 residential meters must be accounted for in the subject change order. There has been a total of 201 meters installed by this project.

Fiscal Impact: The total increase required by Change Order No. 1, given these several underrun quantities as well as the increase in pipe and meter quantities is \$17,973.40. There is approximately \$73,124.00 available in project contingencies, according to the official project budget at this time. After the additional expense proposed by Change Order No. 1 is accounted for, there is still \$55,150.60 remaining in contingency for completion of this project.

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

Change Order No. 1 in the amount of \$17,973.40
Herring-Rivenbark, Inc.

Contract 1 – Water System Improvements

Bertie County Water District IV

Merger with Town of Roxobel WIF#1897

Bertie County, North Carolina

ATTACHMENTS: Engineers correspondence dated March 5, 2018

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---reverse chronological order

November 6, 2017 Board approved amended offer and acceptance documents for Federal Loan (#WIF-1897) Town of Roxobel/Bertie County Water District IV in the amount of \$1,937,608 which includes a \$500,000 grant in the form of principal forgiveness.

May 15, 2017 Board approved contract award(s) in the amount of \$1,421,259

May 10, 2017 Bids opened

February 1, 2016 Loan and Grant award from the NC Department of Environmental Quality



March 5, 2018

Bertie County
106 Dundee Street
Windsor, North Carolina 27983

Attention: Mr. Scott T. Sauer
County Manager

SUBJECT: Justification to Board for Change Order No. 1
Herring-Rivenbark, Inc.
Contract 1 – Water System Improvements
Bertie County Water District IV
Merger with Town of Roxobel WIF#1897
Bertie County, North Carolina

Dear Mr. Sauer:

The subject Change Order is required due to the inability of the State of North Carolina Division of Water Infrastructure to approve payment for quantities exceeding quantities in the contract per individual line items as bid. As described below, it was necessary to exceed quantities in both water main and water meter installations on this project for the reasons stated.

Insufficient record drawings for existing County water mains now serving the Town of Kelford and the Town of Roxobel systems prevented proper planning. At the time this project was designed, it was believed existing 6-inch water mains serving the County extended an additional 1,500 linear feet along NC Highway 308 (Governors Road) towards the Town of Roxobel. In reality, they did not. There were only 2-inch mains serving Governors Road this area. In order to prevent bottle-necking of the County's system, it became necessary to extend an additional 1,500 linear feet of 6-inch mains as a replacement of existing 2-inch water main along NC Highway 308, just northwest of Kelford. As installed, the County can now maintain a continuous 6-inch water main along Governors Road.

In addition to a shortage of water mains as bid, records provided for existing customers in the Town of Roxobel indicated a total of 176 customers which would need new County meters installed as a result of merging the system into the County. In reality, there were 201 customers to be served. This discrepancy of 25 residential meters must be accounted for in the subject change order. There has been a total of 201 meters installed by this project.

Mr. Scott T. Sauer
March 5, 2018
Page 2 of 2

In order to lessen the burden of increased cost, an interim Adjusting Change Order was performed taking into account several under-runs in other contract quantities that were realized, now that all piping and meters are operational. The total increase required by Change Order No. 1, given these several underrun quantities as well as the increase in pipe and meter quantities is \$17,973.40. There is approximately \$73,124.00 available in project contingencies, according to the official project budget at this time. After the additional expense proposed by Change Order No. 1 is accounted for, there is still \$55,150.60 remaining in contingency for completion of this project.

Should you have any questions or require additional information, please do not hesitate to call.

Respectfully,



W. Landon Younce, P.E.

WLY

cc: William Roberson – Finance Director, Bertie County, North Carolina



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: March 12, 2018

AGENDA ITEM: D-1 thru D-4

DEPARTMENT: Governing Body

SUBJECT: Discussion Items

1. Teacher Housing Initiative project update related to Windsor Township Development Commission's SECU loan application and review of related NC General Statutes which may be applicable. See Attachments
2. Review and consider legal services proposals for multi-jurisdictional litigation related to the OPIOID cases filed by NC counties to be presented by County Attorney.
3. Review of recent resolutions (See Attachments) adopted by Dare County:
 - (a) opposing any adverse change in the definition of commercial fishing operation;
 - (b) requesting Governor's review and examination of current membership of the NC Marine Fisheries Commission
4. Calendar review:
 - March 13-14: NACO & NCACC White House meeting
 - March 18: Site "X" tour by NC Coastal Land Trust representatives
 - March 28: TGOW and Site "X" tour by State recreation trail program representatives (See Attachment)
 - April 18: Proposed BMRJ joint meeting with Martin County Board of Commissioners

D-1 Attachments

Scott Sauer

From: Lloyd C. Smith, Jr. <lsmith@pb-attorneys.com>
Sent: Friday, March 2, 2018 10:14 AM
To: Carolyn J. Cobb; DBF; Ernestine Byrd Bazemore; Jonathan E. Huddleston; John Trent (jotrent50@gmail.com); John Trent;; Lloyd C. Smith, Jr.; L. Clifton Smith, III; Ronald "Ron" Wesson (ronald.wesson@gmail.com); Sarah Tinkham; Scott Sauer; Stewart White (stewartjwhite59@gmail.com); Tammy Lee
Subject: [External] FW: Proposed teacher housing initiatives
Attachments: S.L. 2007-239 - Asheville Teacher Housing (R1642519x7AD04).pdf; S.L. 2006-86 - Hertford Teacher Housing (R1642516x7AD04).pdf; S.L. 2004-16 - Dare Teacher Housing (R1642507x7AD04).pdf; S.L. 2006-61 - Bertie teacher housing (R1642498x7AD04).pdf; BOCC Meeting Agenda (1-2-18) (R1676507x7AD04).pdf

CAUTION: External email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to [Report Spam](#).

Dear Commissioners,

Please advise us or Scott how you wish for us to proceed on these materials Rod sent us. He certainly has a great deal of experience in this area, but we just want your authority to proceed on this issue.

Lloyd

From: Rod Malone [mailto:RMalone@tharringtonsmith.com]
Sent: Thursday, March 1, 2018 5:49 PM
To: Lloyd C. Smith, Jr.; Jonathan E. Huddleston
Cc: Melissa Michaud
Subject: Proposed teacher housing initiatives

As you are aware, Bertie County is engaged in conversations with the school system and others regarding providing teacher housing. While I have not researched the issue lately, local legislation has traditionally been acquired to authorize teacher housing initiatives. I am attaching some examples of local legislation for your review and information. All of these scenarios specifically authorized a local board of education to construct teacher housing (with the exception of Asheville which authorized potential joint projects for teacher housing between the city and the city board of education). The issue of whether a county otherwise had existing statutory authority to construct and restrict housing for teachers recently came up in Durham, and the Durham County Attorney's office concluded that local legislation would be needed in order to restrict the housing to teachers. I've attached the agenda from the work session that reflects the Durham County Attorney's recommendation.

As for a project in Bertie, there is existing local legislation in Bertie. That legislation specifically authorizes the construction and maintenance of affordable housing on White Oak Road. However, there is some broader language in the legislation that reflects a general authorization that the Board of Education may contract for the provision of affordable rental housing for teachers on property owned or leased by the Board.

I am forwarding this information to you for your information only. If you would like to discuss this matter, please do not hesitate to contact Melissa Michaud or me.

Rod Malone
Tharrington Smith, LLP
150 Fayetteville Street, Suite 1800
P.O. Box 1151
Raleigh, North Carolina 27602

Scott Sauer

From: Scott Sauer
Sent: ~~Wednesday, September 7, 2016 8:37 AM~~
To: Jonathan E. Huddleston (JHuddleston@windsorlaw.com)
Cc: Lloyd Smith, Jr. (lsmith@windsorlaw.com); 'csmith@windsorlaw.com'
Subject: Housing initiative
Attachments: Sbmgr10p16090708110.pdf

Jonathan,

Good morning and happy Wednesday!

I agree with your opinion with regard to the housing authority structure, in that it may not be applicable and the statutes were not intended for this purpose. As Mr. Eure shared, he serves as the president of the "Partners for Hertford County Public Schools" which is a nonprofit corporation established in 2000 and he has provided copies of the articles of incorporation and bylaws.

Additionally, the legislation which exempted this property from taxes is attached and was approved by the NC General Assembly in 2008.

In the Hertford model, the Board of Education holds title to the property and the school system serves as the Treasurer for the corporation, and its financial statements are presented as part of the audit for the school system.

Questions that come to mind:

Is it necessary for the Bertie Housing Initiative to transfer title to the Board of Education, or can the County hold title?

Is it necessary to establish a foundation, or should the Bertie County school system's foundation be the vehicle for this arrangement?

Does the County have the authority to operate this housing unit as a department of County government?

Or would you suggest that the school system, Town of Windsor and Bertie County work to jointly establish a new nonprofit corporation/foundation for this purpose to serve as the vehicle for borrowing funds for construction of this project?

Likewise, the nonprofit status would enable this corporation/foundation to solicit charitable contributions as seed money for the startup costs for this project, similar to the corporate donations provided to Hertford's foundation for the initial cash required for the operation.

If the Board of Commissioners appoints members to this corporation/authority, I would anticipate that for audit purposes, it would be treated as a component unit of the County. For example, the County's financial statements are available for review on the County's website under the tab for the Finance Department.

For the fiscal year ended June 30, 2015, on page 69 there is a discussion of joint ventures to include the Albemarle Regional Library, East Carolina Behavioral Health (now Trillium), the Bertie Martin Regional Jail and the Choanoke Public Transportation Authority. I am not sure why the Albemarle Regional Health Services is not included in this category, especially since the County maintains ownership of the Health Department building (and debt service payments) and we have Board representation for ARHS similar to these other entities.

On page 70, there is discussion of “jointly governed organizations” with mention of the Mid-East Commission Council of Governments.

Nonetheless, I would like to discuss this matter with you in preparation for next Wednesday’s work session so that we can be prepared to make recommendations for the organizational structure and the options available to the Board.

Let’s talk soon!

Thanks,

Scott

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

Sent: Wednesday, September 07, 2016 8:11 AM

To: Scott Sauer

Subject: Message from bmgr10p

* law *

accordance with G.S. 105-277.15."

SECTION 6. The Revenue Laws Study Committee is directed to study the three-year impact of classifying land as wildlife conservation land for property tax purposes. The study must include a review of the amount of property classified as wildlife conservation land, the fiscal impact on local governments, and any other impact.

The Revenue Laws Study Committee must include its findings in the 2015 report.

SECTION 7.(a) G.S. 105-275(31) reads as rewritten:

"§ 105-275. Property classified and excluded from the tax base.

The following classes of property are hereby designated special classes under authority of Article V, Sec. 2(2), of the North Carolina Constitution and shall not be listed, appraised, assessed, or taxed:

(31) Intangible personal property other than a leasehold ~~interest~~ ~~interest that is in exempted real property.~~ property and is not excluded under subdivision (31e) of this section. This subdivision does not affect the taxation of software not otherwise excluded by subdivision (40) of this section."

SECTION 7.(b) G.S. 105-275 is amended by adding a new subdivision to read:

"(31e) A leasehold interest in real property that is exempt under G.S. 105-278.1 and is used to provide affordable housing for employees of the unit of government that owns the property."

SECTION 7.(c) G.S. 105-282.1(a)(2) reads as rewritten:

"(2) Single application required. - An owner of one or more of the following properties eligible to be exempted or excluded from taxation must file an application for exemption or exclusion to receive it. Once the application has been approved, the owner does not need to file an application in subsequent years unless new or additional property is acquired or improvements are added or removed, necessitating a change in the valuation of the property, or there is a change in the use of the property or the qualifications or eligibility of the taxpayer necessitating a review of the exemption or exclusion:

- a. Property exempted from taxation under G.S. 105-278.3, 105-278.4, 105-278.5, 105-278.6, 105-278.7, or 105-278.8.
- b. Special classes of property excluded from taxation under G.S. 105-275 (3), (7), (8), (12), (17), (18), (19), (20), (21), (31e), (35), (36), (38), (39), or (41) or under G.S. 131A-21.
- c. Special classes of property classified for taxation at a reduced valuation under G.S. 105-277(h), 105-277.1, 105-277.10, 105-277.13, 105-278.
- d. Property owned by a nonprofit homeowners' association but where the value of the property is included in the appraisals of property owned by members of the association under G.S. 105-277.8."

SECTION 8. Sections 1 through 5 of this act are effective for taxes imposed for taxable years beginning on or after July 1, 2010. Section 7 of this act is effective for taxes imposed for taxable years beginning on or after July 1, 2008. Notwithstanding G.S. 105-282.1, an application for the exclusion in G.S. 105-275(31e), as enacted by this act, is timely if filed on or before September 1, 2008. The remainder of this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 16th day of July, 2008.

s/ Marc Basnight
President Pro Tempore of the Senate

s/ Joe Hackney
Speaker of the House of Representatives

s/ Michael F. Easley

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2005**

**SESSION LAW 2006-61
SENATE BILL 1896**

AN ACT TO AUTHORIZE THE BERTIE COUNTY BOARD OF EDUCATION TO
CONSTRUCT AND PROVIDE AFFORDABLE RENTAL HOUSING FOR
TEACHERS AND OTHER LOCAL GOVERNMENT EMPLOYEES.

The General Assembly of North Carolina enacts:

SECTION 1. Notwithstanding G.S. 66-58, G.S. 115C-518, or any other provision of law, and subject to the restrictions set out in this act, the Bertie County Board of Education may contract with any person, partnership, corporation, or other business entity to construct, provide, or maintain affordable rental housing on property owned or leased by the Bertie County Board of Education.

SECTION 2. Notwithstanding G.S. 66-58, G.S. 115C-518, or any other provision of law, the Bertie County Board of Education may rent housing units owned by the Board pursuant to this act for residential use. In renting these housing units, the Board shall give priority to Bertie County public school teachers and shall restrict the rental of such units exclusively to such teachers or other Bertie County School System employees. The Board shall have the authority to establish reasonable rents for any such housing units and may in its discretion charge below-market rates.

SECTION 3. This act shall not exempt any affordable housing units constructed pursuant to this act from compliance with applicable building codes, zoning ordinances, or health and safety statutes, rules, or regulations.

SECTION 4. This act authorizes the Board to construct and maintain an affordable housing project located at 249 White Oak Road, Windsor, North Carolina

SECTION 5. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 6th day of July, 2006.

s/ Beverly E. Perdue
President of the Senate

s/ James B. Black
Speaker of the House of Representatives

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2005**

**SESSION LAW 2006-86
SENATE BILL 1903**

**AN ACT TO AUTHORIZE THE HERTFORD COUNTY BOARD OF EDUCATION
TO CONSTRUCT AND PROVIDE AFFORDABLE RENTAL HOUSING FOR
TEACHERS AND OTHER LOCAL GOVERNMENT EMPLOYEES.**

The General Assembly of North Carolina enacts:

SECTION 1. Notwithstanding G.S. 66-58, G.S. 115C-518, and Article 12 of Chapter 160A of the General Statutes, or any other provision of law, and subject to the restrictions set out in this act, the Hertford County Board of Education may contract with any person, partnership, corporation, or other business entity to construct, provide, or maintain affordable rental housing on property owned or leased by the Hertford County Board of Education or by any other person, partnership, corporation, or other business entity.

SECTION 2. Notwithstanding G.S. 66-58, G.S. 115C-518, and Article 12 of Chapter 160A of the General Statutes, or any other provision of law, the Hertford County Board of Education may rent housing units owned by the Board pursuant to this act for residential use. In renting such housing units, the Board shall give priority to Hertford County public schoolteachers and shall restrict the rental of such units exclusively to such teachers or other Hertford County Schools professional staff. The Board shall have the authority to establish reasonable rents for any such housing units and may in its discretion charge below-market rates.

SECTION 3. This act shall not exempt any affordable housing units constructed pursuant to this act from compliance with applicable building codes, zoning ordinances, or any other health and safety statutes, rules, or regulations.

SECTION 4. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 10th day of July, 2006.

s/ Beverly E. Perdue
President of the Senate

s/ James B. Black
Speaker of the House of Representatives

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2003**

**SESSION LAW 2004-16
HOUSE BILL 1640**

**AN ACT TO AUTHORIZE THE DARE COUNTY BOARD OF EDUCATION TO
CONSTRUCT AND PROVIDE AFFORDABLE RENTAL HOUSING FOR
TEACHERS AND OTHER LOCAL GOVERNMENTAL EMPLOYEES.**

The General Assembly of North Carolina enacts:

SECTION 1. Notwithstanding G.S. 66-58, G.S. 115C-518, or any other provision of law, the Dare County Board of Education may enter into a lease, partnership, joint venture, or similar arrangement with the Outer Banks Community Development Corporation, Inc., The Affordable Housing Group of North Carolina, Inc., and/or other governmental and nonprofit entities interested in providing affordable housing, to construct and provide affordable housing on property owned or leased by the Dare County Board of Education. The affordable housing program shall include a priority for teachers. The projects may contain a mixture of below-market and at-market rental units.

SECTION 2. This act shall not exempt any affordable housing project constructed pursuant to this act from compliance with applicable building codes, zoning ordinances, and other health and safety statutes, rules, and regulations.

SECTION 3. This act authorizes up to three affordable housing projects, one on the beach area of Dare County north of Oregon Inlet, one on Hatteras Island, and one on the Roanoke Island/mainland section of Dare County.

SECTION 4. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 22nd day of June, 2004.

s/ Beverly E. Perdue
President of the Senate

s/ Richard T. Morgan
Speaker of the House of Representatives

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2007

SESSION LAW 2007-239
HOUSE BILL 489

AN ACT TO REDUCE THE TERMS OF THE HOUSING AUTHORITY OF THE
CITY OF ASHEVILLE FROM FIVE YEARS TO FOUR YEARS AND TO
AUTHORIZE THE CITY OF ASHEVILLE AND THE ASHEVILLE CITY
BOARD OF EDUCATION TO CONSTRUCT AND PROVIDE AFFORDABLE
HOUSING FOR TEACHERS, POLICE OFFICERS, AND FIREFIGHTERS.

The General Assembly of North Carolina enacts:

SECTION 1.(a) G.S. 157-5(d) reads as rewritten:

"(d) The mayor shall designate overlapping terms of not less than one nor more than five years for the commissioners first appointed. Thereafter, the term of office shall be ~~five~~ four years. A commissioner shall hold office until his or her successor has been appointed and has qualified. Vacancies shall be filled for the unexpired term. A majority of the commissioners shall constitute a quorum. The mayor shall file with the city clerk a certificate of the appointment or reappointment of any commissioner and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but he or she shall be entitled to the necessary expenses including traveling expenses incurred in the discharge of his or her duties."

SECTION 1.(b) This section applies to the City of Asheville only.

SECTION 1.(c) This section applies to terms of office commencing on or after the date it becomes law.

SECTION 2.(a) Notwithstanding G.S. 66-58, G.S. 115C-518, and Article 12 of Chapter 160A of the General Statutes, or any other provision of law, and subject to the restrictions set out in this section, the City of Asheville and the Asheville City Board of Education may enter into a partnership, joint venture, land trust, or similar arrangement with each other to construct and provide affordable housing on property now owned by the City of Asheville or the Asheville City Board of Education.

SECTION 2.(b) Notwithstanding G.S. 66-58, G.S. 115C-518, and Article 12 of Chapter 160A of the General Statutes, or any other provision of law, this section authorizes the City of Asheville and the Asheville City Board of Education to convey property they own to such partnership, joint venture, land trust, or similar entity for the purposes of constructing, providing, and maintaining affordable housing for Asheville City Schools teachers and City of Asheville police officers and firefighters, and, if units remain available, to Asheville City Schools professional staff. The City of Asheville and the Asheville City Board of Education shall not transfer to the partnership, joint

venture, land trust, or other entity created pursuant to this act, property acquired on or after the effective date of this act through the exercise of eminent domain.

SECTION 2.(c) Notwithstanding G.S. 66-58, G.S. 115C-518, and Article 12 of Chapter 160A of the General Statutes, or any other provision of law, the City of Asheville, the Asheville City Board of Education, or the partnership, joint venture, land trust, or similar entity referenced above may contract with any person, partnership, corporation, or other business entity to finance, construct, or maintain such affordable housing.

SECTION 2.(d) Notwithstanding G.S. 66-58, G.S. 115C-518, and Article 12 of Chapter 160A of the General Statutes, or any other provision of law, the City of Asheville, the Asheville City Board of Education, or the partnership, joint venture, land trust, or similar entity referenced above may rent or sell such housing units for residential use; provided that the rental or sale of such units is exclusively restricted to Asheville City Schools teachers and to City of Asheville police officers and firefighters, and, if units remain not leased or sold, to Asheville City Schools professional staff; provided further that, while the housing units may be rented or sold, the land may only be leased and not sold. The City, the Board, and the partnership, joint venture, land trust, or similar entity referenced above shall have the authority to establish reasonable rents or sales prices for any such housing units and may in their discretion charge below-market rates and offer below-market financing so as to provide housing for families earning less than one hundred percent (100%) of the area median income for families of the same size for which they pay no more than thirty percent (30%) of their gross household income. The City, the Board, and the partnership, joint venture, land trust, or similar entity referenced above may also place reasonable restrictions and buyback provisions on the resale of the housing units to maintain the purposes set forth in this section.

SECTION 2.(e) This section shall not exempt any affordable housing units constructed pursuant to this act from compliance with applicable building codes, zoning ordinances, or any other health and safety statutes, rules, or regulations.

SECTION 3. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 19th day of July, 2007.

s/ Beverly E. Perdue
President of the Senate

s/ Joe Hackney
Speaker of the House of Representatives



Durham County

200 E. Main Street
Durham, NC 27701
(919) 560-0025

Meeting Agenda

Board of County Commissioners

Tuesday, January 2, 2018

9:00 AM

Commissioners' Chambers

Worksession

"Public Charge"

The Board of Commissioners asks its members and citizens to conduct themselves in a respectful, courteous manner, both with the Board and fellow citizens. At any time, should any member of the Board or any citizen fail to observe this public charge, the Chair will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the Chair will recess the meeting until such time that a genuine commitment to the public charge is observed.

As a courtesy to others, please turn off cell phones during the meeting.

9:00 am Worksession Agenda

1. Citizen Comments

18-0568 Citizen Comments - 30 min

Agenda Text:

The Board of County Commissioners will provide a 30-minute comment period at a meeting once a month. Any citizen of Durham County wishing to speak shall have an opportunity to do so. The Board may direct staff to research and reply to the concerns, if appropriate. Speakers must sign in prior to the start of the meeting providing a mail/email address and telephone number so that staff may reply to comments and/or questions. Citizens who request an immediate response from the Board are encouraged to submit a brief description of the issue to the Clerk to the Board two weeks prior to the meeting to allow an opportunity for research prior to the meeting. **All speakers shall have three (3) minutes to speak and are requested to refrain from addressing issues related to personnel matters.**

Alignment with Strategic Plan: Citizen engagement aligns with all five of the strategic goals by allowing the Board to receive comments and concerns from the community related to important issues in Durham County.

Resource Persons: V. Michelle Parker-Evans, County Clerk to the Board

County Manager's Recommendation: The County Manager recommends that

the Board receive citizen comments and direct staff to respond, as deemed appropriate.

2. Discussion Items:

18-0563 Update #2 from the Development Finance Initiative on the Pre-development Process for the 300 and 500 Blocks of East Main St. - 60 min

Agenda Text:

The Board is requested to receive the second update from the UNC School of Government’s Development Finance Initiative (DFI) on the Pre-development Process for the 300 and 500 Blocks of East Main Street.

During the previous update in September 2017, DFI reviewed with the BOCC the pre-development process, guiding public interests, stakeholder engagement to date, parcel/site analysis, and next steps for the project. Various meetings have been held place with community stakeholders and others to gain input from a cross-section of community interest groups with respect to their desired interests and outcomes. DFI staff has also utilized a variety of market information sources to develop preliminary data/analysis for potential market drivers/elements related to housing, retail, and office space(s), as well as related matters that may influence both needed financial commitments from the County as well as work program elements as progress continues towards development of a BOCC desired program of development for these sites. DFI staff will provide an update on these efforts to-date and will receive input from the Board appropriately.

Alignment with Strategic Plan: This update is in accordance with Strategic Goal #5 - Accountable, Efficient and Visionary Government.

Resource Persons: Christy Rauli, Associate Director of DFI; Sarah Odio, DFI Project Manager; Jay Gibson, P.E., General Manager; Peri Manns, ASLA, LEED GA, Deputy Director of Engineering and Environmental Services

County Manager’s Recommendation: The County Manager recommends that the Board receive the update and provide direction if appropriate.

Attachments:

Durham Market Indicators for Commissioners 12.15.17



18-0567 Request from Durham Public Schools (DPS) for Durham County to Accept DPS Property at Lowes Grove for Use for Affordable Housing - 45 min

Agenda Text:

The Board is requested to receive a presentation from Durham Public Schools (DPS) requesting that Durham County partner with DPS on an affordable housing initiative for teachers (see attached memo). DPS is interested in using a 5.5 acre property adjacent to the South Durham Library to construct rental apartments for teachers, as shown in orange on the attached map. DPS attorneys have indicated that DPS does not have the legal authority to undertake this project and would like to convey the

property to Durham County, and then have the County convey to the proposed non-profit housing provider, CASA. The County Attorney's Office is of the opinion that DPS will need special local legislation.

An existing development agreement signed in 2010 between Durham Public Schools, Durham County and the State Employees Credit Union, when the library and credit union parcels were being developed. The agreement covers the properties within the yellow border on the map, and governs the cost for maintenance of the stormwater facilities, private roads and addresses other development related issues. The development agreement would need to be amended to permit rental housing, as well as restrictive covenants that were required under the agreement that do not permit rental housing.

Alignment with Strategic Plan: This potential initiative supports Goal 1: "Community Empowerment and Enrichment" as well as Goal 5: "Accountable, Efficient and Visionary Government."

Resource Persons: Aaron Beaulieu, Chief Operating Officer, Durham Public Schools; Willie Darby, Senior Assistant County Attorney; Jane Korest, Division Head for Open Space & Real Estate; Jay Gibson, General Manager

County Manager's Recommendation: The County Manager recommends that the Board receive the presentation and provide direction to the staff if appropriate.

Attachments:

Attachment Map of Lowes Grove Property

Attachment DPS Memo on Affordable Teacher Hsg 9-13-17

18-0572 Proposed Amendments to Durham County's Facility Use Policy - 45 min

Agenda Text:

The proposed amendments to the County's Facility Use Policy are provided to the Board of County Commissioners for review and feedback. The proposed amendments provided in red have been drafted to address demonstrations on County grounds. Sheriff Michael Andrews requested that the County revise its current policy to address use of County property for demonstrations in a letter to the Board and the Durham City Council in August 2017. A copy of the Sheriff's letter has been provided.

The draft has been developed in consultation with the Sheriff's Office, General Services and Emergency Management. The amendments include a notification process modeled after the City of Charlotte's process.

The County's Facility Use Policy is an administrative policy which is approved by the County Manager. No action is required by the Board to amend the policy.

Alignment with Strategic Plan: This request aligns with Goal 3: Safe Community and Goal 5: Accountable, Efficient and Visionary Government.

Resource Persons: Jodi Miller, General Manager and Lowell Siler, County Attorney

County Manager's Recommendation: The County Manager recommends that the Board review and provide feedback on the proposed policy amendments.

Attachments: [Amended DCo Facility Use Policy.docx](#)
[Proposal for Guidelines.pdf](#)

18-0589 **Durham County Child Support and Alternatives to Incarceration for Offenders**

Agenda Text: There has been a concern about the incarceration of defendants on child support cases. This presentation will give the history, factual and statistical information, and a proposed alternative to incarceration for child support inmates including addressing specific barriers to employment.

The Board is requested to approve a permanent position of Program Manager to oversee the program which will enable defendants to address all barriers to incarceration including but not limited to criminal history/convictions, literacy, homelessness, substance abuse, job skills, lack of employment history, etc. This program will substantially minimize defendants incarcerated in the Durham County jail for child support, reduce the dependence on support from Department of Social Services, begin to reduce the cycle of incarceration for child support, and assist Durham County residents overcome employment barriers.

Alignment with Strategic Plan: Goal 3 - Safe & Secure Community; Goal 5 - Accountable, Efficient and Visionary Government

Resource Persons: Lowell Siler, County Attorney; Geri Ruzage, Senior Assistant County Attorney

County Manager's Recommendation: The County Manager recommends that the Board approve proposed policy.

18-0569 **Board Directives Follow-Up - 15 min**

Agenda Text: The Board is requested to review December follow-up, any earlier, unfinished items, and the new follow-up template and ask any questions they wish.

County staff have managed board directives and follow-up items from BOCC meetings in a variety of ways over the years. When this system works well, it is an important accountability tool. For a variety of reasons, our recent experiment with an online system did not end up working very well, so we are returning for now to something more akin to the earlier methods.

For board meetings, follow-up tasks should be finalized in most cases by the day after a given board meeting, with time frames for follow-up established appropriate to each task. Follow-up items will be tracked by meeting, month, and year and will be saved



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, BE IT 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.

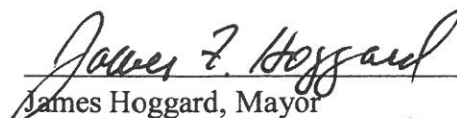
BE IT NOW UNDERSTOOD, that the representatives of the aforementioned parties, will commence with final preparation of the loan application and submittal to the SECU Foundation.

This the ____ day of _____, 2018.

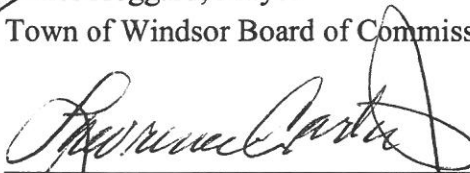
SIGNED:




Ernestine Bazemore, Chair
Bertie County Board of Commissioners



James Hoggard, Mayor
Town of Windsor Board of Commissioners



Lawrence Carter, Jr., Chair
Windsor Township Development Commission



Bobby Oceana, Chair
Bertie County Board of Education

D-3 Attachments



RESOLUTION
OPPOSING ANY ADVERSE CHANGE
IN THE DEFINITION OF A COMMERCIAL FISHING OPERATION

WHEREAS, the Dare County Board of Commissioners unanimously adopted a resolution on January 22, 2018 opposing any change in the definition of a commercial fishing operation and presented that resolution during public comments at the North Carolina Marine Fisheries Commission meeting held on February 14, 2018 in Wrightsville Beach, North Carolina; and

WHEREAS, the Marine Fisheries Commission at their Wrightsville Beach meeting voted 5 to 4 to change the criteria that was previously under consideration and approve a redefinition of commercial fishing; and

WHEREAS, the Commission's new criteria identified seven qualification components including a requirement that commercial license holders demonstrate a minimum level of participation by documenting 1000 pounds of landings through the trip ticket program during any of the two out of five continuous calendar years; and

WHEREAS, the new criteria advanced by the Marine Fisheries Commission would have an adverse impact on those who now engage in commercial fishing and already suffer because of government overregulation that imposes severe quotas and unnecessary restrictions on fishing seasons, limits, and gear forcing many to take on additional jobs and engage in part-time businesses in order to support their families; and

WHEREAS, imposing an arbitrary level of participation would unfairly have a harsh and punitive effect on coastal communities hit by hurricanes and other natural disasters where many commercial license holders, whose income generating season may have been entirely wiped out by a storm, are forced to temporarily divert their time and talents to other business enterprises; and

WHEREAS, no other professional license issued by the State dictates a level of participation in order for its holders to qualify; and

WHEREAS, additionally the new criteria would create a requirement that all individuals wanting to engage in commercial fishing must first complete a 3 year apprenticeship or graduate from a community college commercial fishing program before being eligible to purchase a standard commercial fishing license; and

WHEREAS, the imposition of an apprenticeship requirement would unfairly penalize those with an entrepreneurial spirit willing to invest their skills and resources in the commercial fishing industry. This requirement is counterproductive to economic development principles and would only serve to thwart individuals wanting to pursue their dream of creating a small business in our coastal communities; and

WHEREAS, the definition of what constitutes commercial fishing in North Carolina has been determined by the General Assembly and has long been established in section 113-168 of North Carolina's General Statutes; and

WHEREAS, over seven years ago, in October of 2010, the Marine Fisheries Commission empaneled a Fishing License Review Taskforce, which examined in detail the requirements for holding a commercial fishing license and concluded that the definition contained in the General Statutes was adequate and therefore there was no real need to modify the definition of what constitutes a commercial fisherman; and

WHEREAS, furthermore, the Final Report from the Fishing License Review Taskforce clearly stated its recommendation that "no changes are needed to the existing definition;" and

WHEREAS, the effort that is underway by the Marine Fisheries Commission to redefine Commercial Fishing is a misguided attempt to fix something that is not broken and would jeopardize coastal communities whose economy and wellbeing are dependent upon both full-time and part-time commercial fishermen and would have an adverse impact on young entrepreneurs wishing to enter the commercial fishing industry.

NOW THEREFORE BE IT RESOLVED that the Dare County Board of Commissioners supports the definition of commercial fishing that has been determined by the duly elected members of the North Carolina General Assembly and reflected in the North Carolina General Statutes.

AND BE IT FURTHER RESOLVED that the Dare County Board of Commissioners strongly opposes any adverse change in the definition of commercial fishing and urges the North Carolina General Assembly to take no action that would harm the hard working North Carolinians who put fresh seafood on American tables.

Adopted this the 20th day of February, 2018.



Robert Woodard, Chairman

ATTEST:

Gary Lee Gross, Clerk to the Board



RESOLUTION

ASKING NORTH CAROLINA GOVERNOR ROY COOPER TO EXAMINE THE CURRENT MEMBERSHIP OF THE NC MARINE FISHERIES COMMISSION

WHEREAS, the State’s Marine Resources are a public trust, the owners of which are the 10.2 million residents of the state living from Murphy to Manteo; and

WHEREAS, the North Carolina Fisheries Reform Act of 1997 established the legal framework for the management of fisheries for the benefit of all citizens; and

WHEREAS, the North Carolina Marine Fisheries Commission is comprised of designated seats designed to balance user group interests among recreational, commercial, science, and at-large fisheries stakeholders; and

WHEREAS, the North Carolina Marine Fisheries Commission, whose members are appointed by the Governor, are responsible for adhering to the Fisheries Reform Act in following due process, incorporating stakeholder input, and making science-based decisions; and

WHEREAS, the Commission has exhibited a pattern of willfully disregarding stakeholder input, scientific expertise, and proper legal process and procedures in favor of interest group agendas; and

WHEREAS, improperly-made decisions by the Commission threaten food security for the state and country, and jeopardize the economic vitality of coastal communities and the occupational viability of commercial fishing families and associated businesses; and

WHEREAS, the Dare County Board of Commissioners has long advocated that the North Carolina Marine Fisheries Commission serve the public interest by managing the State’s fisheries resources for the benefit of all citizens in a way that provides fair and equitable treatment of both commercial and recreational fishing interests in an open and transparent way.

NOW THEREFORE BE IT RESOLVED that the Dare County Board of Commissioners strongly urges North Carolina Governor Roy Cooper to examine the current membership of the North Carolina Marine Fisheries Commission and if need be to make changes to ensure that this Commission equitably balances commercial and recreational fishing interests in a way that does not benefit private interests or bring harm to others.

Adopted this the 20th day of February, 2018.

Robert Woodard, Chairman

ATTEST:

Gary Lee Gross, Clerk to the Board



D-4 Attachments

**BERTIE COUNTY-TOWN of WINDSOR
RECREATION AND TRAILS MEETING**

List of Invitees

March 28, 2018

Roanoke-Cashie River Center

Windsor, NC

Bertie County

Ernestine Byrd Bazemore
Bertie County Board of Commissioners, Chair
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Tammy A. Lee
Bertie County Board of Commissioners
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Scott Sauer
Bertie County Manager
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Steve Biggs
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Email: steve.biggs@bertie.nc.gov

Donna Mizelle
Bertie County Recreation Department Director
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Email: donna.mizelle@bertie.nc.gov

Billy Barrow
Bertie County Extension Director and Extension Agent,
Agriculture
NC Cooperative Extension
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Email: Billy_Barrow@ncsu.edu

Vic Thompson
Bertie Soil & Water Cons. District Technician
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Email: vic.thompson@nc.nacdnet.net

Town of Windsor

James F. Hoggard
Mayor/NCLOW Advisory Board
302 S. King Street
Windsor, NC 27983
Phone: (252)794-2331
Email: windsor.mayor@mchsi.com

Allen Castelloe
Town Administrator
PO Box 508
Windsor, NC 27983
Phone: (252)794-3121, ext. 302
Email: windsor.admin@mchsi.com

North Carolina Coastal Land Trust

Janice L. Allen
Deputy Director, NCCLT
3301 Trent Road, Suite G
New Bern, NC 28562
Phone: (252)634-1927 (office)
Phone: (252)670-0789
Email: janice@coastallandtrust.org

Lee Leidy
Northeast Region Director, NCCLT
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Elizabeth City, NC 27909
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**BERTIE COUNTY-TOWN of WINDSOR
RECREATION AND TRAILS MEETING**

List of Invitees

March 28, 2018

Roanoke-Cashie River Center

Windsor, NC

North Carolina Division of Parks and Recreation

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Planning Program Manager
North Carolina Division of Parks and Recreation
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John Fullwood
Coastal Region Superintendent
North Carolina Division of Parks and Recreation
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Jim Trostle
Superintendent
Pettigrew State Park
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Scott Crocker
NC Trails Program Manager
NC Division of Parks & Recreation
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Robert "Bob" Taber
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LuAnn Bryan
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North Carolina Land of Water (NCLOW)

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Karen Clough
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Dr. Paige P. Viren
NCLOW Advisory Board
Associate Professor
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Principal and President
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