

**Windsor, North Carolina**  
**April 7, 2014**  
**Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 10:00AM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman  
Charles L. Smith, Vice-Chairman  
Rick Harrell  
John Trent

Absent: Ronald "Ron" Wesson

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah Seredni  
Assistant County Attorney Jonathan Huddleston  
Network Administrator Joe Wilkes  
Finance Director William Roberson

Media members present included Thadd White of the Bertie Ledger-Advance and Gene Motley of the Roanoke Chowan News Herald.

Other staff members present for a portion of the meeting included: Board of Elections Director Sheila Holloman, Tax Administrator Jodie Rhea, and Council on Aging Director Venita Thompson.

Due to court obligations, County Attorney Lloyd Smith was present for the second half of the meeting.

Chairman Perry opened the meeting and thanked all of those present for their attendance despite the rainy weather.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Harrell led the Invocation and Pledge of Allegiance.

**PUBLIC COMMENTS**

Michele Meischeid of Merry Hill approached the Board regarding the increased cost of completing the High School Equivalency exam (formerly known as the GED). She recommended that the Board consider budgeting funds in the next fiscal year to assist Bertie County students with those costs.

She emphasized that attracting more industry to the County would be even more difficult without a properly educated workforce as some students were still not able to afford the exam at the previous, lower cost.

There were no other Public Comments during this section.

### **APPOINTMENTS**

#### **Check presentation from the Endowment Fund of the North Carolina State Bar Association Foundation (NCBAF) by Tom Hull for the Courthouse stabilization project**

Assistant County Attorney Jonathan Huddleston introduced Tom Hull of the NCBAF. The County received a \$1,000 donation from the Endowment Fund to assist with the Courthouse stabilization project.

Mr. Hull expressed his gratitude to the Board for their long time relationship with Bertie County, as well as providing the Board with additional information about the goals of the Endowment Fund.

Mr. Hull stated that his desire was to bring publicity to all parties involved on the State and local levels.

He also presented the Board with a check, and the Board participated in a photo opportunity with local media present.

Chairman Perry thanked the NCBAF for their contribution and that the Courthouse could have suffered severe damage if there was no action taken to repair it as soon as possible.

The Chairman also noted that County Attorney Lloyd Smith has provided an equal contribution to match this grant in an effort to support the longevity of the historic courthouse.

#### **ABC Board Chairman, Miles Davis, report on new initiative to prevent under aged drinking in advance of the high school prom season**

Mile Davis, ABC Board Chairman, approached the Board to introduce a new program that will be visiting the County called, "Save a Life." The program operates as a traveling tour that visits various high schools in the United States.

Mr. Davis announced that on May 9, 2014 from 8:00am-2:00pm, the "Save a Life" tour would be making a stop at Bertie High School to present students with the opportunity to operate a "drunk mobile," using a golf cart and special goggles so that they can experience alcohol impaired driving while in a safe environment. The event will be in advance of the High School's prom that will take place later that month.

Mr. Davis requested that the Board declare May 9, 2014 as "Save a Life" day in the County.

ABC Board member William Freeman was also present to speak about the program, as well as to explain that ABC stands for "Alcohol Beverage Control," and that this program is a part of the "Control" effort to raise awareness about under age drinking.

### **Introduction and welcome of the Albemarle Regional Library's new director, Teresa Cole**

Teresa Cole introduced herself as the new director of the Albemarle Regional Library and provided informational materials to the Board regarding her background and the current library system.

Ms. Cole also informed the Board of various services that the Albemarle Regional Library system provides including laptop computers with internet access, resume/cover letter preparation, online employment application assistance, as well as children's programming geared towards literacy.

Ms. Cole also stated that one of the library system's current goals is to encourage and inspire children to become members of the library, and therefore, lifelong readers.

Ms. Cole concluded by stating she was looking forward to working with the County as well as with the Board.

Chairman Perry stated that the Board would do what they could to assist the library with their many initiatives.

### **Dr. Michael Elam, President of RCCC, requests funding for the "Better Bertie Initiative"**

Dr. Michael Elam, President of RCCC, was present to request funding for the "Better Bertie Initiative."

The program is designed to be a work study program for RCCC students in Bertie County. The goal of the program is to provide work study opportunities for the students of the County in their chosen area of study.

Dr. Elam stated that the program could provide students with the opportunities to gain real life experience in the workforce as it relates to their curriculum major at RCCC.

Dr. Elam provided various handouts regarding the student population at RCCC, and also requested an amount of \$22,000 during this fiscal year in order to provide the work study program in the County.

Additionally, Dr. Elam requested a total of \$60,000 from the Board to be set aside during the 2014-2014 fiscal year budget to cover costs of the work study program.

He also reiterated to the Board that costs for students to complete the High School Equivalency test have gone up substantially from \$35 to \$120.

Dr. Elam stated that there was some success in negotiating a lower fee of \$80, but the increase in cost could still easily discourage students from completing the exam.

Lastly, Dr. Elam informed the Board that he would be in communication with the County Manager regarding a proposed satellite RCCC campus in the County.

Chairman Perry stated that the Board would consider his \$22,000 request at a later date when all Board members are present. Since the Board did not budget these funds for the current fiscal year, the Board would have to consider dispensing those funds from the current fund balance.

Chairman Perry informed Dr. Elam that the topic would be discussed at a later meeting when all Commissioners were present as dispensing funds from the fund balance was a matter that the entire, full Board should discuss.

### **BOARD APPOINTMENTS**

The Board received a copy of the latest Board Vacancy advertisement that ran in the April 2, 2014 issue of the Bertie-Ledger Advance.

### **CONSENT AGENDA**

#### **Approve minutes for Regular Session 3-17-14, 3-20-14, and 3-24-14**

Commissioner Harrell requested that the minutes be deferred for approval until changes were received changes and/or input from County Attorney Lloyd Smith.

This item was deferred.

#### **Accept Register of Deeds Fees Report – March 2014**

County Manager Sauer recommended this item for approval.

Commissioner Harrell made a **MOTION** to accept the Register of Deeds Fees Report for March 2014. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

#### **Accept Tax Department Error Ledger – January 2014**

County Manager Sauer recommended this item for approval and informed the Board that Tax Administrator Jodie Rhea was present to answer any questions.

Vice Chairman Smith made a **MOTION** to accept the Tax Department Error Ledger for January 2014. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

## DISCUSSION AGENDA

### **Black Rock water line construction update and request for change order approval**

Representatives of the Black Rock Homeowners Association and McDavid and Associates were present during this portion of the meeting.

Mr. Charles Joyner of McDavid & Associates, Inc. informed the Board that all County water lines had been installed but that the restoring of the disturbed property to its original state has been delayed due to inclement weather.

Mr. Joyner also requested that the Board approve a contract change order that would increase the meters to each property from  $\frac{3}{4}$  inch to 1 inch at the expense of the home owners.

Chairman Ted Goode of the Black Rock Home Owner's Association approached the Board with input from his Association's view on the project.

Mr. Goode stated that the Association was very excited about being included in the County water system and asked if there was any flexibility in regards to the 48 month commitment requiring payment of the minimum monthly fee of \$20.00 for a County water hook up.

After some discussion, County Manager Sauer advised the Board that if they were to make an exception like this to the Black Rock community, the same exception would have to be made across the board to every community. He also stated this particular flexibility would undermine the entire financial structure of the project.

The County Manger reminded the Board that the property owners of Black Rock had previously received correspondence from the County, prepared by McDavid and Associates, Inc. outlining the tap fee requirements and suggesting that they evaluate installing a tap based on the timing of construction for new homes. There may be some benefit to the customer to delaying installation of the water tap if construction of their home will be delayed.

Commissioner Trent reminded all of those present involved in the Black Rock County water project that the original agreement states no final payments will be released until the HOA reviews and approves of the condition of the construction site.

Chairman Perry commended the current progress of the cleanup efforts in spite of the latest weather conditions and that the site already looks better than to be expected.

Commissioner Trent made a **MOTION** to approve the contract change order and the revised capital project ordinance for the requested meters. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

The contract change order and the revised capital project ordinance for the requested meters read as follows:

## SECTION 01029

## CONTRACT CHANGE ORDER

		ORDER NO.	2
		DATE	4/07/14
		STATE	NC
CONTRACT FOR	2011 Black Rock Subdivision Water Improvements Contract No. 1 - Water Improvements	COUNTY	Bertie
OWNER	Bertie County Water District II		

TO Tony Hawley Construction Company*(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
Adding 1" Water Meters	\$	\$ 3,600.00
Reference Plans: <u>B-1740 Blue</u>		
TOTALS	\$	\$ 3,600.00
NET CHANGE IN CONTRACT PRICE	\$	\$ 3,600.00

## JUSTIFICATION:

Adding 1" Water Meters

Current Contract Amount adjusted by previous Change Order One hundred Fifty Four Thousand Twenty Five and no/100 Dollars (\$201,025.00).

The amount of the Contract will be (~~Decreased~~) (Increased) By The Sum Of: Three Thousand six hundred no/100 Dollars (\$3,600.00).

The Contract Total Including this and previous Change Orders Will Be: Two Hundred Four Thousand and Six Twenty Five and no/100 Dollars (\$204,625.00).

The Contract Construction Completion Date prior to this Change Order is: May 4, 2014

The Contract Period Provided for Completion Will Be (~~Increased~~)(~~Decreased~~)(Unchanged): 0 Days

The Revised Contract Construction Complete Date after this Change Order is: May 4, 2014

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

REQUESTED BY OWNER: Bertie County Water District II

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

Name: Wallace Perry Title: Chairman

RECOMMENDED BY ENGINEER: McDavid Associates, Inc.

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

Name: Charles A. Joyner, Jr. Title: Project Engineer

ACCEPTED BY CONTRACTOR: Tony E. Hawley Construction Company

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

END OF SECTION

Attachment - Change Order No. 2 - Part A, Unit Price Changes  
 Contract No. 1 - Water Improvements  
 2011 Black Rock Subdivision Water Improvements  
 Bertie County Water District II

Item	Description	Unit	Contract As Per CO#1			Adds/Deducts		Contract As Per CO#2 Part A	
			Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	4" PVC SDR 21, 200 PSI w/location tape	LF	400	\$6.00	\$2,400.00		\$0.00	\$6.00	\$2,400.00
2	6" PVC SDR 21, 200 PSI w/location tape	LF	19000	\$7.50	\$97,500.00		\$0.00	\$7.50	\$97,500.00
3	6" Gate Valve & Box	EA	17	\$700.00	\$11,900.00		\$0.00	\$700.00	\$11,900.00
4	4" Gate Valve & Box	EA	2	\$700.00	\$1,400.00		\$0.00	\$700.00	\$1,400.00
5	6" Wet Valve & Box	EA	1	\$2,500.00	\$2,500.00		\$0.00	\$2,500.00	\$2,500.00
6	6" 45° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	\$260.00	\$780.00
7	6" 90° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	\$260.00	\$780.00
8	6" x 6" Tee, DI Fitting	EA	7	\$380.00	\$2,660.00		\$0.00	\$380.00	\$2,660.00
9	6" x 4" Tee, DI Fitting	EA	1	\$380.00	\$380.00		\$0.00	\$380.00	\$380.00
10	6" Plug for Water Line	EA	1	\$225.00	\$225.00		\$0.00	\$225.00	\$225.00
11	10" Drybore 2/10" SC, 6" PVC for WL	LF	40	\$110.00	\$4,400.00		\$0.00	\$110.00	\$4,400.00
12	Fire Hydrant	EA	3	\$2,300.00	\$6,900.00		\$0.00	\$2,300.00	\$6,900.00
13	Residential Blowoff	EA	1	\$1,200.00	\$1,200.00		\$0.00	\$1,200.00	\$1,200.00
14	3/4" Water Service/Service Transfer w/o Meter	EA	0	\$500.00	\$0.00		\$0.00	\$500.00	\$0.00
15	GIS by McDavid Associates, Inc.	AL	1	\$3,500.00	\$3,500.00		\$0.00	\$3,500.00	\$3,500.00
16	3/4" Water Service/Service Transfer w/Meter	EA	85	\$700.00	\$59,500.00		\$0.00	\$700.00	\$59,500.00
17	Hydraulic Model	AL	1	\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	\$5,000.00
18	1" Water Service with Meter	AL	0	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
Total					\$201,025.00		\$0.00		\$201,025.00



Attachment - Change Order No. 2 - Part B, Quantity Changes  
 Contract No. 1 - Water Improvements  
 2011 Black Rock Subdivision Water Improvements  
 Bertie County Water District II

Item	Description	Unit	Contract As Per CO#2 Part A			Adds/Deducts		Contract As Per CO#2 Part B	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	4" PVC SDR 21, 200 PSI w/location tape	LF	400	\$6.00	\$2,400.00		\$0.00	400	\$2,400.00
2	6" PVC SDR 21, 200 PSI w/location tape	LF	13000	\$7.50	\$97,500.00		\$0.00	13000	\$97,500.00
3	6" Gate Valve & Box	EA	17	\$700.00	\$11,900.00		\$0.00	17	\$11,900.00
4	4" Gate Valve & Box	EA	2	\$700.00	\$1,400.00		\$0.00	2	\$1,400.00
5	6" Wet Valve & Box	EA	1	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
6	6" 45° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	3	\$780.00
7	6" 90° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	3	\$780.00
8	6" x 6" Tee, DI Fitting	EA	7	\$380.00	\$2,660.00		\$0.00	7	\$2,660.00
9	6" x 4" Tee, DI Fitting	EA	1	\$380.00	\$380.00		\$0.00	1	\$380.00
10	6" Plug for Water Line	EA	1	\$225.00	\$225.00		\$0.00	1	\$225.00
11	10" Drybore 2/10" SC, 6" PVC for WL	LF	40	\$110.00	\$4,400.00		\$0.00	40	\$4,400.00
12	Fire Hydrant	EA	3	\$2,300.00	\$6,900.00		\$0.00	3	\$6,900.00
13	Residential Blowoff	EA	1	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00
14	3/4" Water Service/Service Transfer w/o Meter	EA	0	\$500.00	\$0.00		\$0.00	0	\$0.00
15	GIS by McDavid Associates, Inc.	AL	1	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00
16	3/4" Water Service/Service Transfer w/Meter	EA	85	\$700.00	\$59,500.00	-12	(\$8,400.00)	73	\$51,100.00
17	Hydraulic Model	AL	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
18	1" Water Service with Meter	AL	0	\$1,000.00	\$0.00	12	\$12,000.00	12	\$12,000.00
	Total				\$201,025.00		\$3,600.00		\$204,625.00

**RESOLUTION NO \_\_\_\_\_**  
**ADOPTING CAPITAL PROJECT BUDGET ORDINANCE,**  
**FOR**  
**BERTIE COUNTY WATER DISTRICT II**  
**BLACK ROCK SUBDIVISION WATER IMPROVEMENTS**

**WHEREAS,** County Water District II desires to install water lines in the Black Rock Subdivision, and

**WHEREAS,** Public Water Supply Section (PWS) has provided the funding for a twenty (20) year Loan at 0% interest rate, and

**WHEREAS,** Change Order Number 2 adding 1" meters to the Contract and amending the Capital Improvements Budget needs to be approved, and

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT II:**

That the Change Order Number 2 and attached Amended Capital Project Ordinance is hereby approved.

Adopted this the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ at Windsor, North Carolina

\_\_\_\_\_  
Chairman  
County Water District II

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Sarah Seredni, Clerk to the Board

BERTIE COUNTY WATER DISTRICT II  
 BERTIE CO WATER DISTRICT II/11 BLACK ROCK SUBDIVISION  
 PWS DWSRF WATER IMPROVEMENTS

		<u>APPROVED BUDGET</u>	<u>ADDS / DEDUCTS</u>	<u>AMENDED BUDGET</u>
<b><u>REVENUES</u></b>				
xxxxxx-xxxxxx	PWS DWSRF LOAN	\$ 277,046.00	\$ 0.00	\$ 277,046.00
xxxxxx-xxxxxx	Sales Tax Refund - Restriction	\$ 0.00	\$ 0.00	\$ 0.00
	<b>TOTAL REVENUES</b>	<b>\$ 277,046.00</b>	<b>\$ 0.00</b>	<b>\$ 277,046.00</b>
 <b><u>EXPENSES</u></b>				
xxxxxx-xxxxxx	Construction	\$ 201,025.00	\$ 3,600.00	\$ 204,625.00
xxxxxx-xxxxxx	Miscellaneous	0.00	0.00	0.00
	<b>Subtotal Construction</b>	<b>\$ 201,025.00</b>	<b>\$ 3,600.00</b>	<b>\$ 204,625.00</b>
xxxxxx-xxxxxx	Engineering Design	\$ 26,338.90	\$ 0.00	\$ 26,338.90
xxxxxx-xxxxxx	Construction Administration/Observation	\$ 23,089.00	\$ 0.00	\$ 23,089.00
xxxxxx-xxxxxx	Land Surveying Cost	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx	Permit Fee Reimbursable	\$ 500.00	\$ 0.00	\$ 500.00
xxxxxx-xxxxxx	Legal Cost	\$ 10,500.00	\$ 0.00	\$ 10,500.00
xxxxxx-xxxxxx	Closing Cost	\$ 5,541.00	\$ 0.00	\$ 5,541.00
xxxxxx-xxxxxx	Contingency	\$ 10,052.10	\$ -3,600.00	\$ 6,452.10
	<b>TOTAL EXPENSES</b>	<b>\$ 277,046.00</b>	<b>\$ 0.00</b>	<b>\$ 277,046.00</b>

## **Green Engineering – water system evaluation project update and recommendation for performance testing**

Rodney Tart, Project Manager of Green Engineering, was present for this portion of the meeting.

Mr. Tart provided an update to the Board regarding the current performance testing results on the County's water wells, tanks, and pumps.

Mr. Tart submitted a handout to the Board detailing each well's performance and how certain variables, such as the well's age, can affect the success of each link in the water system.

Green Engineering's results showed that Well 6, for example, is consistently underperforming, but that Wells 10 and 12 were either performing better than their projected capabilities, or there is an underlying problem with those meters that submit the data.

Mr. Tart recommended that the Board consider having each well go through a "physical" much like the health physical adults receive on a yearly basis.

He stated that this "physical" for each well could help pinpoint many different problems that could be contributing to the significant water loss that the County is currently experiencing.

The physical could also allow Green Engineering to precisely identify any meters that are not accurately reporting what is happening at each well site.

Mr. Tart stated that gauging each well site's health is particularly important as it also could assist the Board in deciding whether a new well will be needed, if the latest grant for a SCADA system is granted to the County.

Commissioner Harrell inquired if the reporting of Wells 10 and 12 could be the reason for the supposed water loss.

Mr. Tart replied by saying if it does turn out to be a faulty meter, typically they under read with age and not over read.

Mr. Tart also noted that Wells 3 and 4 are not listed as they are not active wells at this time due to the presence of iron in the water of Well 3 and the motor needs to be replaced in Well 4.

Commissioner Harrell asked County Manager Sauer if this matter could be dealt with during budget season.

County Manager Sauer stated that the cost of the performance testing for each well could be taken care of with a series of budget amendments distributing the expense proportionately among each of the four water districts. The total cost of the analysis would be approximately \$18,000.

After some discussion, Commissioner Trent made a **MOTION** for Mr. Tart and County Manager Sauer to move forward with the analysis for an approximate price of \$18,000 with budget amendments as outlined by the County Manager. Vice Chairman Smith **SECOND** the motion. The **MOTION PASSED** unanimously.

Mr. Tart explained that the State Department of Environment and Natural Resources has reviewed the County's local water supply plan submission for 2012, and must be approved by the Board.

Commissioner Harrell made a **MOTION** to approve the Local Water Supply Plan resolution. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Resolution reads as follows:



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

**BOARD OF COMMISSIONERS**  
J. WALLACE PERRY, Chairman  
CHARLES L. SMITH, Vice-Chairman  
RICK HARRELL  
JOHN TRENT  
RONALD "RON" WESSON

**ADMINISTRATIVE STAFF**  
SCOTT T. SAUER, County Manager  
SARAH SEREDNI, Clerk to the Board

### **Resolution Approving Local Water Supply Plan**

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Local Water Supply Plan; and


WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for Bertie County Regional Water System, has been developed and submitted to the Bertie County Board of Commissioners for approval; and

WHEREAS, the Bertie County Board of Commissioners finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-255 (I) and that it will provide appropriate guidance for the future management of water supplies for Bertie County Regional Water System, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Bertie County Board of Commissioners of Bertie County Regional Water System that the Local Water Supply Plan for Bertie County Regional Water System dated April 7, 2014, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Bertie County Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This is the 7<sup>th</sup> day of April, 2014.

  
J. Wallace Perry, Chairman  
Bertie County Board of Commissioners

ATTEST:  
  
Sarah Seredni, Clerk to the Board

**Department of Aging – review of bids for Congregate Meal Nutrition Sites, and discuss programming concerns for Senior Center by Mr. David Perry**

Council on Aging Director, Venita Thompson, was present for this portion of the meeting.

Ms. Thompson presented the Board with the bid that was received for the Congregate Meal Nutrition Sites. The bidder, Trump Restaurant, has bid at \$4.90 per meal versus the current \$4.80 per meal.

Commissioner Harrell inquired about the current company providing the meals and if they submitted a bid for consideration.

Ms. Thompson stated that the only bid she received by the deadline stated in the advertisement is the bid that is currently before the Board.

Commissioner Harrell asked if the current provider gave any indication as to why they did not submit a bid for this year.

Ms. Thompson replied by saying that the current provider mentioned creating a bid but that it was not submitted in time for the advertised deadline, and therefore, it was not delivered to the Board for their consideration.

Commissioner Harrell recommended that the Board extend an opportunity for the current provider to submit their bid.

Vice Chairman Smith stated that if they did not follow the instructions set forth in the advertisement then he didn't see a reason to extend the current provider an additional opportunity to submit a bid.

After some discussion, Commissioner Trent made a **MOTION** to approve the bid from Trump Restaurant at \$4.90 per meal for the Congregate Nutrition Sites. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** with all in favor except Commissioner Harrell.

In regards to the Senior Center booking policies, David Perry of Windsor approached the Board to discuss his concerns about the current process for scheduling events.

Mr. Perry expressed that he had found a band that would like to play at the Senior Center at a discounted rate but that he was facing challenges in regards to scheduling the band at the Center.

Mr. Perry stated that according to staff at the Council on Aging, there are two current, regular bands that have more connections to the Center, and that he believed they were more favored to play there than newer bands.

He stated that even though he was promised an opportunity for his band called *The Country Music Legends Band*, to play during a weekend in April 2014, upon calling to make those plans firm, he was told by the Council on Aging staff that there were currently no open weekends in the schedule in the near future.

Ms. Thompson was given the opportunity by the Board to respond to Mr. Perry's concerns.

In response, Ms. Thompson informed the Board that the current policy allows the two current bands be penciled into the Senior Center schedule for the 1<sup>st</sup> and 3<sup>rd</sup> Saturdays of every month throughout the duration of the year while the 2<sup>nd</sup> and 4<sup>th</sup> Saturdays of the month were left open to accommodate other events.

Ms. Thompson stated that the building is first come and first served in regards to those 2<sup>nd</sup> and 4<sup>th</sup> Saturdays of each month and any other organizations were able to schedule their events with the Senior Center as early as December 1, 2013 for the 2014 calendar year.

Commissioner Harrell asked about the current booking process and the reason for a lack of flexibility.

Ms. Thompson also informed the Board that she has not spoken to Mr. Perry personally regarding the schedule for April, but she did speak to him regarding an event that took place back in January of 2014.

In regards to Commissioner Harrell's inquiry, she stated that she was simply following a process that was put in place under a previous County Manager, and that she did not have any new direction that would allow the Senior Center to adopt a different scheduling procedure.

After some discussion, the Board came to a consensus that they did not understand why there were certain bands that could automatically be penciled into the schedule while others would have to be based on a first come, first served basis.

Ms. Thompson said that the two bands currently being penciled in for the 1<sup>st</sup> and 3<sup>rd</sup> Saturday's are made up of senior citizens.

Mr. Perry responded by saying that he had received personal threats from various members in these two bands and that they have told Mr. Perry to take his band to other counties to perform.

When asked by Commissioner Harrell who was giving Mr. Perry these threats, he stated that he did not feel comfortable releasing their names.

In reply, Commissioner Harrell stated that he did not want to hear of accusations like that made unless Mr. Perry was willing to provide names of these individuals to the Board in public.

The Board asked that Mr. Perry be in contact with County Manager Sauer and Ms. Thompson to discuss a resolution to this matter.



## **Review agreement for transportation services with Choanoke Public Transportation Authority (CPTA)**

Venita Thompson, Director of the Council on Aging, presented the Board with the latest extension of the CPTA contract for continued transportation services in the County.

County Manager Sauer recommended this item for approval.

Commissioner Harrell made a **MOTION** to approve the CPTA contract for continued transportation services in the County. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **Review status of Board of Elections lease agreement for Hexlena/Mitchell I voting precinct**

Assistant County Attorney Jonathan Huddleston reviewed the request from the Board of Elections, initiated in August 2013, to facilitate a transfer of ownership and maintenance for the Hexlena/Mitchell I voting precinct facility.

He briefed the Board on the transaction details and presented an Agreement to Repair and Maintain Mitchell I Voting Place, a Deed between the County and Frederick A. Tayloe and wife, Ann D. Tayloe, and a Notice of Negotiated Offer to Purchase to be published for an upset bid as required by State law.

Attorney Huddleston described the complexity of the initial land transaction in 1945 which brought about the circumstances for this proposal. Mr. Tayloe was also present and spoke regarding his commitment to maintain the property and its use as a voting precinct.

Commissioner Harrell made a **MOTION** to approve the proposed transaction and authorize advertisement of an upset bid as recommended by Mr. Huddleston. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Agreement to Repair and Maintain Mitchell I Voting Place, the Deed between the County and Frederick A. Tayloe and wife, Ann D. Tayloe, and a Notice of Negotiated Offer to Purchase read as follows:

### **NOTICE OF NEGOTIATED OFFER TO PURCHASE**

Take notice that Bertie County has received a negotiated offer from Freddie A. Tayloe and wife, Ann D. Tayloe to purchase the real property known as the "Hexlena Community Building" located at 1427 Early Station Road, Aulander, North Carolina 27805, PIN# 5889-15-5198, which is the same property that was conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, recorded at Deed Book 362, Page 514 in the Office of the Bertie County Register of Deeds.

Consideration for the conveyance is the renovation of the building so that it can continue to be used as the voting place for the Mitchells #1 Precinct. The renovation will involve the expenditure of no less than \$10,000.00 in repairs to the building and a restriction will be placed on the title stating that Bertie County will be allowed to continue to use the building as a voting place. An agreement must be signed requiring the buyer to maintain the building and the grounds in good order and repair and to maintain insurance coverage on the building, among other requirements. A copy of the agreement will be available for review at the office of the County Manager.

Within ten (10) days after April 16, 2014, any person may raise the bid by committing to the same terms of sale and by paying an amount not less than ten percent (10%) of the first One Thousand Dollars (\$1,000.00) and five percent (5%) of the remainder. If the bid is raised, the bidder shall deposit with the County Manager at his address of 106 Dundee Street, Post Office Box 530, Windsor, North Carolina 27983, the increased bid amount and the property described above shall be re-advertised at the increased bid. This procedure shall be repeated until no further qualifying bids are 2 received, at which time the Commissioners of Bertie County may accept the offer and sell the property to the highest bidder. The Commissioners of Bertie County may at any time reject any and all offers.

This negotiated lease advertisement is pursuant to N.C.G.S. §160A-269 and follows a resolution acknowledging Receipt of an offer to purchase real property acted upon by the Commissioners of Bertie County.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PRITCHETT & BURCH, PLLC**

Jonathan E. Huddleston  
Attorney at Law  
Post Office Drawer 100  
Windsor, NC 27983  
Telephone: (252)794-3161  
Attorney for Bertie County

NORTH CAROLINA

BERTIE COUNTY

**THIS AGREEMENT TO REPAIR AND MAINTAIN MITCHELL #1 VOTING PLACE**, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **Bertie County**, a political subdivision of the State of North Carolina, whose mailing address is Post Office Box 530, Windsor, North Carolina 27983, hereinafter "County", and **Freddie A. Tayloe and wife, Ann D. Tayloe**, whose mailing address is 1316 Early Station Road, Aulander, North Carolina 27805, hereinafter "Tayloe".

W I T N E S S E T H:

WHEREAS, the voting place for Mitchells #1 Precinct is in the building known as the "Hexlena Community Building" located at 1427 Early Station Road, Aulander, North Carolina 27805, PIN# 5889-15-5198, which is the same property that was conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, recorded at Deed Book 362, Page 514 in the Office of the Bertie County Register of Deeds, and is further described on the attached Exhibit A (hereinafter "the Property"); and

WHEREAS, when the Property was conveyed to the County by Bernice Harrell, Ms. Harrell placed a reversion in the deed that stated that the County could own the property only so long as the County operates a voting precinct at Hexlena, otherwise the title would revert back to Ms. Harrell or her heirs, successors or assigns;

WHEREAS, Tayloe purchased the revisionary interest by quitclaim deed dated February 14, 2014, recorded at Book 937, Page 554 in the Office of the Bertie County Register of Deeds, but he desires just as Ms. Harrell that the property continue to be used as a voting place.

WHEREAS, Tayloe desires to make repairs to the Building at his expense, which repairs will exceed \$10,000, and he desires to have title to the property when he makes the repairs;

WHEREAS, Tayloe is motivated to make the repairs to the Building because he owns property next to and across the road from the subject Property. He has also renovated an old store located next to the Property; and

WHEREAS, the County desires to convey the Property to Tayloe so that he will make the needed repairs to the Building but in doing so needs to have a restriction in the deed that Tayloe, his heirs, successors and assigns will allow the County to continue using the Property as a voting place and that they will maintain the Property. The County also desires to have a written agreement with Tayloe that sets out the parties' rights and responsibilities with respect to the use of the Property; and

WHEREAS, pursuant to the requirements of N.C.G.S. §160A-269, the County published a notice of Tayloe's offer, and there were no upset bids during the 10-day upset bid period;

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties hereto agree as follows:

1. CONVEYANCE OF THE PROPERTY AND COMPENSATION. The County agrees to convey the Property described in the attached Exhibit A to Freddie A. Tayloe and wife, Ann D. Tayloe. There will be no cash paid at closing. Compensation for the conveyance will come in the form of repairs to the Building made by Tayloe at his expense, his maintenance of the Property and his other obligations to the County that are set out herein.

2. REPAIRS TO THE PROPERTY. Tayloe agrees to make extensive repairs to the Building that is located on the Property. All repairs that are made will be at Tayloe's sole expense. The repairs shall include replacing rotten boards with new, cured timber, replacing windows, repairing the roof, painting the exterior and repairing the handicapped ramp. Tayloe will allow the County Manager or his designee to inspect the Property upon completion of the work, and all work is subject to final approval by the County Manager. All work will be of a workmanlike quality, consistent with industry standards, and in compliance with all applicable buildings codes. The work will be performed by Tayloe and by professionals who are experienced in the restoration of old buildings. The work will be of a quality and appearance consistent with the old store that Tayloe renovated on the property next to this one. All repairs shall be completed before the November 2014 elections.

3. USE OF THE PROPERTY. Tayloe agrees that the County may continue to use the Property as the voting place for Mitchells #1 Precinct, or in the event of the redrawing of precinct lines, the precinct in which the Property is located. Tayloe will allow County employees to have access to the building at reasonable hours to prepare for and conduct voting. Tayloe will allow the County to have a key. The County agrees that it will make no other use of the Building than for voting. Tayloe agrees that he will not allow any use of the Building that would interfere with voting. Any lease of the Property by Tayloe for a period of time that would include an election must be approved by the County in writing. If approved, the Tenant must also allow unimpeded use of the Building for voting. In the event that Tayloe decides to sell the property, he will give the County 60 days written notice of the closing on such conveyance.

4. MAINTENANCE, REPAIRS, UTILITIES AND TAXES. Tayloe agrees that he will maintain the building and grounds in good order and repair at his sole expense so that the use of the Property as a voting place may continue unimpeded. The County Manager or his designee will be allowed to inspect the Property at any time during normal business hours. In the event that the initial repairs are not made to the building, or if the building and grounds fall into disrepair, after 30 days notice to cure the County is entitled to make the needed repairs to the building and to clean, mow or otherwise maintain the grounds, and the County may send an invoice requesting reimbursement for the same to Tayloe. In the event that Tayloe fails to pay the invoice within 30 days of receipt, the County may place a lien on the property for the amount owed and enforce that lien in the manner allowed by law for the abatement of a public nuisance. All of the requirements set out in this Agreement, including the obligations to repair, to maintain, and to insure the Property, run with the land and are binding on Tayloe and his heirs, successors and assigns.

Tayloe agrees to pay the utilities. If Tayloe desires that the County reimburse him for the electricity used on election days, he is to take meter readings at the beginning of the day and at the end of the day and submit a written request to the County for payment along with a copy of his electric bill for the month in which the election occurs.

Tayloe will pay the property taxes.

5. INSURANCE. Tayloe shall keep the Property insured against loss by fire and all of the risks and perils of standard hazard insurance in an amount not less than the full replacement value of the Property. Such insurance shall be written by a company

of recognized financial standing which is authorized to do an insurance business in the State of North Carolina, and shall show the County as an additional insured. In the event the Building is damaged or destroyed by fire or casualty, Tayloe will use the insurance proceeds to repair or rebuild the Building. Within 30 days of each annual renewal of insurance, Tayloe shall provide a copy of the declaration page to the County. In the event that Tayloe fails to comply with this paragraph after 30 days notice to cure, the County is entitled to force place the insurance. The County will then send an invoice requesting reimbursement for the same to Tayloe. In the event that Tayloe fails to pay the invoice within 30 days of receipt, the County may place a lien on the property for the amount owed and enforce that lien in the manner allowed by law for the abatement of a public nuisance.

6. EXPECTED COST OF REPAIRS. Tayloe represents to the County that the repairs will total in excess of \$10,000. At any time during or after the repairs are performed Tayloe will provide invoices to the County upon request. Tayloe understands that the County has relied on his representation of the minimum cost of repairs in advertising the negotiated offer and accepting the offer. If the final cost of repairs totals less than \$10,000, Tayloe will pay the difference to the County within 30 days of demand. In the event that Tayloe fails to pay the amount owed within 30 days of receipt of notice, the County may place a lien on the property for the amount owed and enforce that lien in the manner allowed by law for the abatement of a public nuisance.

7. INDEMNIFICATION. The County shall comply with all applicable laws, ordinances, and regulations affecting its use and occupancy of the Property, and shall indemnify and hold Tayloe harmless from loss, cost or expenses resulting from or

occasioned by the County's use of the Property. Tayloe agrees not to initiate or endorse any rule, regulation ordinance or law which would adversely affect the County's use and enjoyment of the Property. Tayloe shall indemnify and hold the County harmless from loss, cost or expenses resulting from or occasioned by Tayloe's failure to repair or maintain the Property.

8. RELEASE OF CLAIM FOR COMPENSATION FOR PRIOR MAINTENANCE.

Tayloe has maintained the Property grounds for approximately 37 years by mowing, trimming and cleaning up trash. In consideration of the conveyance of the Property to Tayloe and the other mutual covenants set out herein, Tayloe agrees to release any claim he may have for compensation or reimbursement for maintenance of the building and grounds that has occurred before the date of this Agreement.

9. NO WAIVER. Any delay by the County in enforcing a right or remedy set out in the Agreement or otherwise provided by law shall not be deemed a waiver of that right or remedy. No waiver by the County of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time. All rights and remedies of County are cumulative, and the exercise of any one shall not be an election excluding County at any other time from exercising a different or inconsistent remedy.

10. NOTICES. Any notice which the parties are required or desire to give the other shall be deemed sufficiently given or rendered if, in writing, is delivered personally, or sent by certified mail, postage prepaid, to the address listed after the respective names at the beginning of this Agreement. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed



notice given herein by certified mail shall be deemed delivered when the return receipt therefor is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

11. MISCELLANEOUS. Headings of paragraphs are for convenience only and shall not be considered in construing the meaning of the contents of such paragraph. The invalidity of any portion of this Agreement shall not have any effect on the balance thereof. Should County or Tayloe institute any legal proceedings against the other for breach of any provisions herein contained, the prevailing party in such action shall in addition to damages be entitled to recover its costs and expenses from the losing party including its reasonable attorney fees in the amount allowed by law. This Agreement shall be binding upon the respective parties hereto, and upon their successors and assigns. This Agreement supersedes and cancels all prior negotiations between the parties, and any changes hereto must be in writing signed by both parties.

12. JURISDICTION AND VENUE. The parties agree that this Agreement is to be interpreted under the laws of the State of North Carolina. In the event that any action of any type, civil or otherwise, becomes necessary to enforce any of the provisions of this action, the parties further agree that the venue of this action shall be in Bertie County, North Carolina.

IN WITNESS WHEREOF, Bertie County and Freddie A. Tayloe and wife, Ann D. Tayloe, have executed this Agreement as of the day and year above written.

**COUNTY**

ATTEST:

BERTIE COUNTY

\_\_\_\_\_  
Sarah Seredni, Clerk  
to the Board of County Commissioners

BY: \_\_\_\_\_  
J. Wallace Perry, Chairman of the Board  
of Bertie County Board of Commissioners

(SEAL)

**TAYLOE**

\_\_\_\_\_(SEAL)  
Freddie A. Tayloe

\_\_\_\_\_(SEAL)  
Ann D. Tayloe

## **EXHIBIT A**

All that certain tract of land in Mitchells Township, Bertie County, North Carolina, described as follows:

BEGINNING in the public road at Odie Tayloe's corner; thence running along said line 90 feet; thence turning at right angles and running a Northern course 90 feet; thence turning at right angles and running an Easterly course 44 feet to the public road; thence along said public road a Northwesterly direction 115 feet to the point of beginning.

This is the same property conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, and recorded on May 10, 1945 in Deed Book 362, Page 514 of the Bertie County Public Registry.

The voting place for Mitchells #1 Precinct is located on this property in the building known as the "Hexlena Community Building," located at 1427 Early Station Road, Aulander, North Carolina 27805, PIN# 5889-15-5198.

JEH/ 14 County/ Hexlena Voting – Frederick Tayloe 14-T-7  
Agreement With Frederick Tayloe (jb)

**DEED**

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This certifies that there are no delinquent ad valorem real estate taxes, which the Bertie County Tax Collector is charged with collecting that are a lien on **PIN: 5889-15-5198**, Bertie County Office of Land Records. This is not a Certification that the PIN # matches the deed description.

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Tax Collector

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Date

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PREPARED BY JONATHAN E. HUDDLESTON, PRITCHETT & BURCH, PLLC, POST OFFICE DRAWER 100, WINDSOR, NORTH CAROLINA 27983

MAIL AFTER RECORDING TO:

Frederick A. Tayloe  
1316 Early Station Road  
Aulander, NC 27805

THIS DEED, made this the \_\_\_ day \_\_\_\_\_, 2013, by and between **Bertie County**, a political subdivision of the State of North Carolina, party of the first part, whose mailing address is Post Office Box 530, Windsor, North Carolina, party of the first part, to **Frederick A. Tayloe and wife, Ann D. Tayloe**, whose mailing address is 1316 Early Station Road, Aulander, North Carolina 27805, parties of the second part;

WITNESSETH:

WHEREAS, Frederick A. Tayloe and wife, Ann D. Tayloe, did make an offer to purchase the subject property from the party of the first part with consideration for such purchase being renovation of the building that is located on the property so that it can continue to be used as the voting place for the Mitchells #1 Precinct, the renovation involving the expenditure of no less than \$10,000.00 in repairs to the building and a restriction being placed on the title stating that Bertie County will be allowed to continue to use the building as a voting place, and an agreement being signed requiring the buyer to maintain the building and the grounds in good order and repair and to maintain insurance coverage on the building, among other requirements;

WHEREAS, pursuant to §160A-269 of the North Carolina General Statutes, Bertie County adopted a resolution acknowledging the receipt of the Tayloe's offer to purchase at a regularly scheduled meeting on April 7, 2014.

WHEREAS, the offer was advertised in the Bertie Ledger-Advance for upset bids on April 16, 2014, and no upset bids were made during the 10 day upset bid period.

NOW, THEREFORE, for and in consideration of the sum of ten dollars and the mutual covenants and agreements made between the parties, receipt of which is hereby acknowledged, Bertie County has bargained, sold, and conveyed and by these presents does bargain, sell, and convey unto the said parties of the second part, and their successors, heirs, and assigns, that certain lot or parcel of land situate in Bertie County, North Carolina, more particularly described as follows:

All that certain tract of land in Mitchells Township, Bertie County, North Carolina, described as follows:

BEGINNING in the public road at Odie Tayloe's corner; thence running along said line 90 feet; thence turning at right angles and running a Northern course 90 feet; thence turning at right angles and running an Easterly course 44 feet to the public road; thence along said public road a Northwesterly direction 115 feet to the point of beginning.

This is the same property conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, and recorded on May 10, 1945 in Deed Book 362, Page 514 of the Bertie County Public Registry.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS:

- 1) That Bertie County be allowed to use the property as a voting place.
- 2) That the party of the second part repair the building that is located on the property before the November 2014 elections and to do so in compliance with the specifications and minimum cost requirements of the Agreement between the parties;
- 3) That the party of the second part maintain the building and grounds in good order and repair so that the use of the building as a voting place may continue unimpeded. In the event that the initial repairs are not made to the building, or if the building and grounds fall into disrepair, the County is entitled to make the needed repairs to the building and to clean, mow or otherwise maintain the grounds, and the County may send an invoice requesting reimbursement for the same to the party of the second part.
- 4) That the party of the second part keep the Property insured against loss by fire and all of the risks and perils of standard hazard insurance in an amount not less than the full replacement value of the Property with the County as an additional insured. In the event the property is damaged or destroyed by fire or casualty, the party of the second part will use the insurance proceeds to repair or rebuild it. Within 30 days of each annual renewal of insurance, the party of the second part shall provide a copy of the declaration page to the County. In the event that the party of the second part fails to comply with this paragraph after

30 days notice to cure, the County is entitled to force place the insurance. The County will then send an invoice requesting reimbursement for the same.

- 5) In the event that the party of the second part fails to pay any invoice sent by the County as the result of any of the above paragraphs within 30 days of receipt, the County may place a lien on the property for the amount owed and enforce that lien in the manner allowed by law for the abatement of a public nuisance.
- 6) These requirements run with the land and are binding on the heirs, successors and assigns of the parties of the second part.

This conveyance is made subject to County property taxes for the year 2014 and subsequent years, the payment of which shall be assumed by the purchaser.

TO HAVE AND TO HOLD the same to the said parties of the second part and their successors and assigns in as full and ample a manner as said party of the first part is authorized and empowered to convey the same.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed in its name by the Chairman of the Board of County Commissioners, attested by its Clerk and its corporate seal hereto affixed, all by due authority of the vote of the Board of County Commissioners heretofore duly given, this the day and year first above written.

ATTEST:

BERTIE COUNTY

\_\_\_\_\_  
Sarah Seredni  
Clerk to the Board of  
Commissioners  
(SEAL)

BY: \_\_\_\_\_  
J. Wallace Perry, Chairman of  
the Board of Commissioners of  
Bertie County

## **Discuss proposed schedule of Board of Equalization and Review**

Tax Administrator Jodie Rhea was present for this portion of the meeting.

He reminded the Board that on May 5, 2014 at 10:00am, the Board would need to convene as the Board of Equalization and Review as required by NC General Statutes.

### **Review final draft of Business Personal Property Audit contract for services with CTS, Inc.**

After reviewing the recommended changes from County Attorney Smith, Commissioner Trent made a **MOTION** to approve the contract for services with CTS, Inc. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Manager Sauer reminded the Board that this agreement will assist the County Tax Office with verification of the accuracy of business personal property tax listings. These accounts will be reviewed and audited, and the contract requires that the private financial information of the businesses be held confidential and not open to public information.

### **Review final draft of office space lease agreement at the DRC building for the Pathway to Independence Program**

County Manager Sauer recommended this item for approval.

Vice Chairman Smith made a **MOTION** to approve the office space lease agreement for the DRC building for the Pathway to Independence Program as drafter the County Attorney. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Review final draft of Child Support Enforcement contract for services with YoungWilliams**

County Manager Sauer recommended this item for approval.

Vice Chairman Smith made a **MOTION** to approve the final draft of the Child Support Enforcement contract for services with YoungWilliams Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.



**Consider budget amendment from Board of Elections for additional early voting sites as required by that State Board of Elections**

Sheila Holloman, Board of Elections Director, and Board Chairman Carolyn Woodard and Board member Michael Freeman were present to discuss the changes being made by the State Board of Elections regarding early voting sites and their requirements.

It was stated that additional early voting sites would be opened in Powellsville, Lewiston, and Merry Hill in order to be compliant with the State's requirements. The Board of Elections requested an additional \$4,666.00 be given to that Department in order to cover the costs of opening these additional locations for the early voting period.

Chairman Perry informed the Board that this is a State mandate and that the County really doesn't have a choice in the matter.

Commissioner Harrell made a **MOTION** to approve the additional funding from General Fund resources to the Board of Elections Department of \$4,666.00 to cover the additional early voting sites. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Review five year capital planning projections for Board of Elections to replace voting equipment required by the State Board of Elections**

The Board of Elections Chairman Woodard also informed the Board about a new policy from the State that would make the County's current voting equipment "de-certified" and therefore, obsolete as of 2016.

Chairman Woodard stated that the County would be required to purchase and install certified equipment no later than year 2020 but staff recommends that the Board planning accordingly now to have the equipment by 2018.

The Board commended the Board of Elections for making them aware of this new policy sooner rather than later.

The Board came to a consensus to revisit this matter during budget session in order to plan funds accordingly.

**EMS Update and potential acquisition of equipment**

County Manager Sauer informed the Board of an auction involving various ambulance and transport equipment that will take place in the beginning on May 7 and May 8, 2014.

County Manager Sauer recommended that the Board grant Emergency Services Director, Mitch Cooper, the opportunity to view the equipment prior to the auction in order to determine if there is any equipment available that could be of use to the County.

The Board will review Mr. Cooper's findings at the next meeting, and consider allowing the County to participate in this auction.

### **COMMISSIONER'S REPORTS**

The Commissioners had no remarks during this section.

### **COUNTY MANAGER'S REPORTS**

County Manager Sauer provided an update to the Board regarding Steve Biggs's health progress after his emergency surgery.

He stated that Mr. Biggs was now back at home and was resting comfortably until the doctor gives him clearance to return to work.

County Manager Sauer reminded the Board about the 2014 NCACC District Meeting hosted by the County this Wednesday, April 9, 2014 beginning at 5:15pm at the Cashie Convention Center.

Mr. Sauer also reminded the Board about the Mayors and Commissioners Dinner in Powellsville at 7:00pm on Thursday, April 10, 2014.

Also, Mr. Sauer informed the Board that budgets for each County department had been received, and he outlined various requests including: the Department of Social Service who is requesting two (2) new full time positions, Board of Elections is requesting ten (10) new laptop computers and printers, Sheriff's Department is requesting seven (7) new positions, and nine (9) vehicles, Animal Control is requesting one (1) new vehicle, and the Communication's Department is requesting a complete system upgrade.

County Manager Sauer also stated that the School Budget is pending but that Ann Williams of Hite Architects has responded to his inquiry about operating costs for the new high school with an estimate of \$10,000-\$12,000 per month.

Mr. Sauer also reported that Sales Tax receipts for six months total \$797,931.00, and are projected to reach the budgeted revenue of \$1,585,300.00 by year's end.

Additionally, Mr. Sauer present information regarding the Landfill Host Fees for eight months that total \$1,114,365.00, and are projected to reach approximately ninety percent (90%) of budgeted revenue by year's end resulting in a revenue shortfall of \$178,000.00 if the trend continues.

Also, Mr. Sauer updated the Board regarding Health Insurance Coverage options and that there would be a presentation to Department Heads on Wednesday, April 16<sup>th</sup> by Donna Nixon so that the County can gauge the impact for employees as it looks at various scenarios to mitigate a cost increase for the General Fund.

Lastly, Mr. Sauer reiterated to the Board that the positive impact of the Local Option Sales Tax Referendum could not be understated, as it would provide projected annual revenue of \$160,000.

Mr. Sauer also informed the Board that while searching for a contract mower service for the remote well sites, Maintenance Director Anthony Rascoe has requested that the current mower being used for County property be deemed “surplus” in order for it to be eligible for a trade in for a new mower that is budgeted for replacement this year.

Commissioner Harrell made a **MOTION** to deem the current mower (asset tag # 10757) as surplus in order for it to be deemed eligible as a trade in. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Lastly, Mr. Sauer shared with the Board that he had been contacted by JoAnn Jordan of the Bertie County Relay for Life Committee. She was inquiring about the County providing sponsorship for the 2014 Relay for Life event on May 16<sup>th</sup> and 17<sup>th</sup>.

The Board came to a consensus to support this year’s Relay for Life as they have done in the past, committing \$500.00 for its sponsorship.

### **COUNTY ATTORNEY’S REPORT**

County Attorney Smith requested that the Board go into Closed Session pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

### **CLOSED SESSION**

Commissioner Trent made a **MOTION** to go into Closed Session pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board goes into Closed Session.

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

### **OPEN SESSION**

As per recommendation by the County Attorney, Commissioner Harrell made a **MOTION** to approve the minutes that were deferred earlier in the meeting for 3-17, 3-20, and 3-24-14 with the changes provided by the County Attorney. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **ADJOURN**

Chairman Perry adjourned the meeting at 12:47pm.