

## **MINUTES**

### **HERTFORD COUNTY BOARD OF COMMISSIONERS REGULAR MEETING COMMISSIONERS' CHAMBERS/MULTI-PURPOSE ROOM – JUDICIAL CENTER**

Monday, January 3, 2022 – 9:00 AM

**Present:** Com. John D. Horton, Vice-Chair Com. Leroy Douglas,  
Com. Andre' Lassiter, and Com. William F. Mitchell, Jr.

**Absent:** Com. Ronald J. Gatling, Chairman

**Also Present with the Board:** Mr. David B. Cotton, County Manager Dr. Renee Tyler,  
Clerk to the Board, Attorney Charles L Revelle, III, County  
Attorney  
Attorney Maria Jones, Revelle & Lee, LLP

The following employees attended the meeting: Chief Building Inspector, Mr. Robert Mizelle, Hertford County EMS Director, Mr. James Broglin, Economic Development Director, Ms. Kelly Bowers, Register of Deeds, Mrs. Melanie Storey, Director of Social Services, Mrs. Brenda Brown, Dept. of Social Services Administrative Officer, Ms. Tammy McGraw, and Sheriff Dexter Hayes.

Vice-Chairman John Horton called the meeting to order and Reverend Shirley Johnson, Pastor of New Beginnings Baptist Church, Murfreesboro, NC provided the invocation.

#### **CONSENT AGENDA**

On a motion by Com. Andre' Lassiter and a second by Com. William F. Mitchell, Jr., the Board approved the Consent Agenda as follows:

- \* Approval of Taxpayer Refund: Market Memorial Realty, LLC

\$6,395.55 Vendor# 15977 refund to Market Memorial Realty, LLC (County taxing officials and the property owner reached an agreement concerning the value of the subject property.)

\* Approval of December 2021 NCVTS Refunds: Bethania Baggett, Rodney Kirk, Roy Martin, Jr.

North Carolina Vehicle Tax System																
NCVTS Pending Refund report																
Report Date 12/3/2021																
Payee Name	Primary Owner	Second ary	Address 1	Address 3	Refund Type	Bill #	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdic	Levy Type	Change	Interest Change	Total Change
BAGGETT, T.	BAGGETT, BETHANIA		414 N RUTH AVE	AHOSKIE, NC 27910	Proration	004048 0296	PENDI NG	233635684	Refund Generated due to proration on Bill #0040480296-2020-2020-0000-00	Tag Surrender	11/18/2021	G01	Tax	(\$81.34)	\$0.00	(\$81.34)
BETHANIA ALSTON												C01	Tax	(\$78.43)	\$0.00	(\$78.43)
												C01	Vehi	\$0.00	\$0.00	\$0.00
															Refund	\$159.77
ALSTON KIRK, RODNEY	KIRK, RODNEY		117 ODETTE	WINTON, NC 27986	Proration	005207 5520	PENDI NG	77682168	Refund Generated due to proration on Bill #0052075520-2020-2020-0000-00	Vehicle Sold	11/05/2021	G01	Tax	(\$124.12)	\$0.00	(\$124.12)
MARTIN, MARTIN	MARTIN, MARTIN	MARTI N, JULIE BRITT	2289 LAUREL	LAUREL, MS 39443	Proration	005972 1754	PENDI NG	233161848	Refund Generated due to proration on Bill #0059721754-2020-2020-0000-00	Tag Surrender	11/08/2021	G01	Tax	(\$188.09)	\$0.00	(\$188.09)
ROY EARL JR	ROY EARL JR		2289 N HIGHWAY 29 N									C04	Tax	(\$147.79)	\$0.00	(\$147.79)
												C04	Vehi	\$0.00	\$0.00	\$0.00
															Refund	\$335.88
MARTIN, ROY EARL JR	MARTIN, ROY EARL JR	MARTI N, JULIE BRITT	2289 N HIGHWAY 29 N	LAUREL, MS 39443	Proration	005410 9377	PENDI NG	233161860	Refund Generated due to proration on Bill #0054109377-2020-2020-0000-00	Tag Surrender	11/08/2021	G01	Tax	(\$200.48)	\$0.00	(\$200.48)
												C04	Tax	(\$157.52)	\$0.00	(\$157.52)
												C04	Vehi	\$0.00	\$0.00	\$0.00
															Refund	\$358.00
MARTIN, ROY EARL JR	MARTIN, ROY EARL JR	MARTI N, JULIE BRITT	2289 HWY 29 N	LAUREL, MS 39443	Proration	006073 1500	PENDI NG	234160425	Refund Generated due to proration on Bill #0060731500-2020-2020-0000-00	Reg. Out of state	11/23/2021	G01	Tax	(\$164.50)	\$0.00	(\$164.50)
												C04	Tax	(\$129.25)	\$0.00	(\$129.25)
												C04	Vehi	\$0.00	\$0.00	\$0.00
															Refund	\$293.75

## INTRODUCTION OF JANUARY 2022 NEW HERTFORD COUNTY EMPLOYEES

After brief discussion with Manager David Cotton, Vice-Chair Horton announced that the Introduction of January 2022 New Hertford County Employees would be skipped.

Vice-Chair Horton announced that Chairman Gatling was unable to attend the meeting and would be present at the next scheduled meeting.

## REQUEST APPROVAL OF AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FISCAL YEAR 2021-2022 AMENDMENT #8, AMENDMENT #9, AND AMENDMENT #4-B

Finance Director Mrs. Leslie Edwards presented Amendment to Hertford County Budget Ordinance Fiscal Year 2021-2022 Amendment #9 request to transfer funds from the Jail's salary GL to Sheriff's salary GL for the Civil Processing Clerk. After discussion, the Board tabled Amendment #9 until additional information is provided to the Board.

# AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FISCAL YEAR 2021-2022

BE IT ORDAINED by the Governing Board of the County of Hertford, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

## REVENUE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Sheriff	104180-512100	Salaries and Wages Reg-Sheriff	\$30,602.42	
Total Changes in Revenue			\$30,602.42	\$ -

Net Change in Revenue	\$30,602.42
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## EXPENDITURE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Jail	104190-512100	Salaries and Wages Reg-Jail		\$30,602.42
Total Changes in Expenditures			\$0.00	\$30,602.42

Net Change in Expenditures	(\$30,602.42)
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## Explanation:

Request to transfer funds from the Jail's salary GL to Sheriff's salary GL for the Civil Processing Clerk

Finance Director

Date

Amendment # 9

Approved: \_\_\_\_\_

Posted: \_\_\_\_\_

On a motion by Com. Leroy Douglas and a second by Com. Mitchell, the Board approved Amendment to Hertford County Budget Ordinance Fiscal Year 2021-2022 Amendment #8 in the amount of \$191,528.12 to cover the cost for new patrol vehicles to be upfitted, receipt and distribution of funds for Aging Dept. and DSS Dept., and the ESS Implementation Project remaining costs as attached.

# AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FISCAL YEAR 2021-2022

BE IT ORDAINED by the Governing Board of the County of Hertford, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

## REVENUE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Sheriff	104180-551002	Capital Outlay-Vehicle	\$52,628.12	
Aging/DSS	100061-416401	ROAP-Grant Revenue	\$132,765.00	
IT Support	104370-535200	Maintenance & Support	\$6,135.00	
Total Changes in Revenue			\$191,528.12	\$ -

Net Change in Revenue	\$191,528.12
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## EXPENDITURE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Sheriff	100112-448500	Fund Balance Appropriation	\$52,628.12	
Aging	104342-568600	ROAP-EDTAP-HCOA	\$36,807.00	
Aging	104342-568700	ROAP-RGP-CPTA	\$63,033.00	
DSS	104342-568900	ROAP-EDTAP-DSS	\$24,537.00	
DSS	104342-568901	ROAP-EMPL-DSS	\$8,388.00	
IT Support	100112-448500	FUND BALANCE APPROPRIATIONS	\$6,135.00	
Total Changes in Expenditures			\$191,528.12	\$ -

Net Change in Expenditures	\$191,528.12
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## Explanation:

Funds needed to cover the cost for new patrol vehicles to be upfitted, which was ordered in FY 21. Receipt and distribution of funds for Aging Dept. and DSS Dept. ESS Implementation project began in April and was finalized in November of this year. The PO for this project was issued in April and partially invoiced however, the remaining costs of the project were not invoiced until after the implementation was complete.

Finance Director

Date

Amendment # 8

Approved: \_\_\_\_\_

Posted: \_\_\_\_\_

On a motion by Com. Leroy Douglas and a second by Com. Mitchell, the Board approved Amendment to Hertford County Budget Ordinance Fiscal Year 2021-2022 Amendment #4-b to carry over funds for the 2019 Safe School Grant totaling \$2,442.50.

# AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FISCAL YEAR 2021-2022

BE IT ORDAINED by the Governing Board of the County of Hertford, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022:

## REVENUE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Sheriff	100060-413904	2019 Safe School Grant		\$ 2,442.50
	Total Changes in Revenue		\$0.00	\$ 2,442.50

Net Change in Revenue	(\$2,442.50)
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## EXPENDITURE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Sheriff	104180-527015	2019 Safe School Grant		\$ 2,442.50
	Total Changes in Expenditures		\$0.00	\$ 2,442.50

Net Change in Expenditures	(\$2,442.50)
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## Explanation:

This budget amendment was created incorrectly by former FO. Funds were not received in the previous year in the amount budgeted.

Requesting to carry over funds for the 2020 COVID Funding Grant, 2019 Safe Schools Grant, Bryne Justice Assistance Grant, 2020 Block Grant, as well as funds for Capital Outlay-Vehicles, due to COVID delaying the receipt of the lease vehicles. This is from the original BA-4

Finance Director

Date

Amendment # 4-b

Approved:

Posted:

**REQUEST APPROVAL OF BOARD APPOINTMENTS: ALBEMARLE REGIONAL DISTRICT HEALTH BOARD (ARHS); MEDICAL SERVICES TRANSPORTATION ADVISORY COUNCIL; CHOANOKE PUBLIC TRANSPORTATION AUTHORITY; CHOANOKE AREA DEVELOPMENT ASSOCIATION, INC. (CADA); HERTFORD COUNTY LIBRARY ADVISORY BOARD**

On a motion by Com. Lassiter and a second by Com. Mitchell, the Board approved the Board appointments as follows:

Reappointment of Monte Thompson to the **Albemarle Regional District Health Board (ARHS)** for a one-year term effective January 3, 2022 and expiring December 30, 2024.

Reappointment of Craig (Robert) Castello to the **Medical Services Transportation Advisory Council** for a one-year term effective January 3, 2022 and expiring December 30, 2022.

Appointment of Com. Leroy Douglas to the **Choanoke Area Development Association, Inc. (CADA)** for a two-year term effective January 3, 2022 and expiring December 30, 2024.

Appointment of Annette Thompson to the **Hertford County Library Advisory Board** for a six-year term effective January 3, 2022 and expiring June 30, 2028.

**ROANOKE CHOWAN PUBLICATIONS LLC 2022 CROSSROADS MAGAZINE PRESENTATION**

On a motion by Com. Lassiter and a second by Com. Mitchell, the Board approved a full-page advertisement in the 2022 Crossroads Magazine on page three along with digital ads for a total of \$1,499.00 as presented by Ms. Dawn Mizelle, Roanoke Chowan Publications LLC.

**REQUEST APPROVAL OF SOUTHERN BANK RESOLUTION FOR SIGNATURE CHANGES**

On a motion by Com. Douglas and a second by Com. Mitchell, the Board approved the Southern Bank Resolutions for Signature Changes as presented by Mrs. Leslie Edwards, Finance Director.





**CERTIFIED COPY OF CORPORATE RESOLUTIONS**  
**For Accounts, Borrowing, and other Transactions**

**Applicable Act(s)**

**HERTFORD COUNTY  
CENTRAL DEPOSITORY**

Name of Corporation

**56-6001523**

Tax Identification Number

I, the undersigned, hereby certify that Southern Bank and Trust Company that I am the Secretary of the above-named Corporation, which Corporation is duly organized and existing under the law of the State of NC and engaged in business under the trade name of \_\_\_\_\_; that the following is a true copy of resolutions duly adopted by the Board of Directors (or by the incorporator(s) if permitted by the applicable laws) of said Corporation effective on 12/28/2021 either at a duly authorized and held meeting of the Board of Directors (or Incorporator(s), as applicable) at which a quorum was present and proper notice was given, or by unanimous written consent; and that such resolutions have not been amended or rescinded.

The undersigned further certifies that the following is the correct LEGAL name of said business HERTFORD COUNTY

(or, if not completed, that the "Name of Business" shown above is the correct legal name).

**DEPOSIT RELATIONSHIP**

RESOLVED, that Southern Bank and Trust Company (Bank) be and it hereby is designated a depository of this Corporation with authority to create deposit accounts of all types with the Corporation and to accept at any time and from time to time for credit of the Corporation checking, savings, and all other types of deposits by whomsoever made of funds in whatever form and in whatever manner endorsed and said Bank be and it hereby is authorized and directed to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds thereof, checks, drafts, notes, bills of exchange, acceptances, undertakings, and other instruments or orders for the payment, transfer, or withdrawals of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, whether tendered for cashing, in payment of individual obligations of such signer, or for deposit to his individual account or any otherwise or disposition, and further, said Bank is given authority to honor the endorsement of checks, drafts, notes, or all other types of instruments payable or belonging to this Corporation, whether such endorsement be made manually, by endorsement stamp or otherwise and whether for deposit, for collection or otherwise and to receive cash or part cash for same or to make "cash cash" deposits, receiving cash for part or all of the amount of such checks and depositing the balance, if any, when such instruments are signed, accepted, or endorsed whether by stamp, manual, or facsimile signature(s) by any of the following indicated officers or persons from time to time holding the following indicated offices, or agents of the Corporation and the Corporation assumes full responsibility for any and all payments made by Bank in reliance upon the manual stamp or facsimile signatures of said officers, persons, or agents and agrees to indemnify and hold harmless Bank against any and all loss, cost, damage, or expense suffered or incurred by said Bank arising out of the misuse or unlawful or unauthorized use by any person of such stamp or facsimile signature or signature(s), the current officers, authorized persons, or agents being shown hereinafter.

**Nome**

Title

LESLIE H EDWARDS

**FINANCE DIRECTOR**

DAVID BRUCE COTTON

**COUNTY MANAGER**

**RONALD JEROME GATLING**

**CHAIRMAN**

**JOHN DEWAYNE HORTON**

**VICE CHAIRMAN**

**NON-TREASURY SERVICES WIRE TRANSFER AUTHORITY**

**RESOLVED FURTHER**, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to execute and deliver to the Bank wire transfer agreements, if required; (b) to initiate wire transfer requests from any of Corporation's Bank accounts, whether via imperson, telephonic or written request; and (c) to verify the authenticity of instructions to Bank regarding wire transfer requests initiated by other persons from any of the Corporation's Bank accounts; provided that any authority designated in this section is separate and apart from any authority granted under the section of this document titled "Treasury Services Relationships":

Name

Two

LESLIE H EDWARDS

**FINANCE DIRECTOR**

DAVID BRUCE COTTON

**COUNTY MANAGER**

**ARLEYNE CURRIER**

**STAFF ACCOUNTANT**

# TREASURY SERVICES RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to execute and deliver to Bank treasury services agreements, including without limitation agreements involving, by way of example and not limitation, treasury services such as wire transfers, ACH origination transactions, positive pay, ACH block/filter, bill payment, and remote deposit capture (any such agreement, a "Treasury Service Agreement"); (b) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation as administrators with regard to Treasury Service Agreements and the Bank's business online banking service (i.e., those individuals with authority to appoint and delegate access and control privileges to users); (c) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation with regard to Bank treasury services (including but not limited to designating one or more persons authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Bank regarding Bank treasury services, and/or delegating such designation authority); and (d) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation in designating which existing Bank accounts are to be used in conjunction with Bank treasury services:

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
ARLEYNE CURRIER	STAFF ACCOUNTANT

## BORROWING RELATIONSHIP

RESOLVED FURTHER, that any of the following indicated officers or persons from time to time holding the said office of this Corporation, agents, or other authorized persons be, and they hereby are, authorized to arrange for the borrowing of and to borrow or otherwise obtain credit from time to time from Southern Bank and Trust Company (Bank) such sums upon such terms and conditions as to time of payment of repayment, rate of interest, and security therefor as they may determine and the said officers, persons or agents be, and they hereby are, authorized to execute and deliver in the name and on behalf of this Corporation notes, credit agreements and any and all other agreements and evidences of indebtedness with respect to all sums so borrowed or credit otherwise obtained; and such officers, persons, or agents further are authorized as follows: (a) to obtain credit from Bank by the use of a Master Card/Visa Card or other credit card issued by Bank, in such sums as may seem advisable to such officers, persons, or agents and upon such terms as may be prescribed by Bank, to designate other persons not so designated below to use a Master Card/Visa Card or other credit card in the name of and on behalf of this Corporation, to designate to Bank other persons to whom Bank may issue a Master Card/Visa Card or other credit card on behalf of this Corporation, to execute applications and agreements of any type in connection therewith on behalf of the Corporation, and to repay to Bank the indebtedness and obligations incurred by the use of said credit cards; whether or not credit was extended for a purpose authorized by this Corporation; (b) to obtain credit from Bank under one or more revolving lines of credit (including but not limited to Cash Reserve) offered or issued by Bank, in such sums as may seem advisable to such officers, persons, or agents, and upon such terms as may be prescribed by Bank, to sign or to designate such persons not so designated below to sign checks or other items drawn on the Corporation's checking account which may activate loans under such revolving lines of credit and to sign special (direct advance) checks or other instruments which will activate loans under such revolving lines of credit, to execute applications and agreements of any type in connection therewith on behalf of Corporation, to repay Bank the indebtedness and obligations incurred under such revolving lines of credit whether or not credit was extended for a purpose authorized by this Corporation; (c) to pledge, assign, convey and/or transfer the property of the Corporation to Bank as security for such borrowing, revolving lines of credit and credit arrangements and to execute and deliver security agreements, deeds of trust, and other security instruments whether of obligation or hypothecation which they may determine necessary or appropriate in the implementation of the borrowing authority hereby or belonging to the Corporation and have full authority to endorse, assign, and guarantee the same, on behalf of the Corporation, Bank is authorized and directed to pay the proceeds of any such loans, lines of credit or other borrowings or credit arrangements as directed by the persons so authorized whether to the order of said persons in their individual capacities, for deposit to their individual credit or to be applied or deposited in any manner for their individual deposit in any manner for their individual credit;

Name	Title

## MISCELLANEOUS BANKING RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to apply for and receive letters of credit and from time to time to increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit; (b) to execute and deliver all necessary and proper documents in connection with any transaction with said Bank; (c) to execute and deliver indemnity agreements, acceptance agreements, guarantees for missing documents or other guarantee, acceptance, trust receipts and other forms of security agreements; (d) to order payments against receipt of shipping and other documents; (e) to purchase certificates of deposit, bonds, securities, and all other types of intangible personal property from Bank; (f) to execute and deliver to Bank night depository agreements, to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation in connection therewith and to revoke such designations; (g) to execute and deliver to Bank safe deposit box agreements, to designate from time to time the persons empowered to have access to any safe deposit box and to revoke such designations; (h) to enter into any and all other types of transactions with Bank for which Bank is authorized to transact in its normal course of business; (i) to contract with Bank for the rendition of any services offered by Bank; and (j) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation as administrators with regard to the Bank's business online banking service (i.e., those individuals with authority to appoint and delegate access and control privileges to users, as well as the authority to appoint other business online banking service administrators), provided that if any individuals are listed under the section of this document titled "Treasury Services Relationships", this subsection (j) shall have no effect:

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
ARLEYNE CURRIER	STAFF ACCOUNTANT

# GENERAL RESOLUTIONS

RESOLVED FURTHER, that all officers, agents, or other persons authorized to conduct and/or initiate banking transactions pursuant to the resolutions herein are authorized to use any means of electronic banking or account management products or services offered by Bank with respect to the account(s) of the Corporation and that the provisions contained in Bank's Deposit Account Agreement and/or other agreements specific to a particular electronic product or service, including, without limitation, the provisions concerning the binding effect of transactions conducted or instructions given electronically with respect to the Corporation's account(s), are expressly approved and the Corporation assumes full responsibility for any and all such electronic transactions and instructions and agrees to indemnify and hold Bank harmless against any and all loss, cost, damage, or expense suffered or incurred by Bank arising out of Bank's honoring such electronic transactions or instructions.

RESOLVED FURTHER, that the Corporation recognizes and agrees that maintenance, service charges, and other fees pursuant to the rules and regulations of Bank may be charged and deducted from the Corporation's account(s), and that Bank shall have right of setoff as to any and all indebtedness and liability of Corporation to Bank however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due or to become due and said setoff authority may be exercised without prior notice; and when charge or other deductions are made from said account(s), Bank shall not be liable for dishonoring items where the making of such a charge, setoff or other deduction results in there being insufficient funds in Corporation's account to honor such items; and,

RESOLVED FURTHER, that the Secretary or an Assistant Secretary of Corporation shall certify to Bank the names of the presently duly elected and qualified officers of this Corporation and shall from time to time hereafter as changes in the personnel of said officers are made, immediately certify such changes to Bank, and Bank shall be fully protected in relying on the certifications of any individual who purports to be the Secretary or Assistant Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any officer so certified or refusing to honor any signature not so certified and Corporation shall be bound by Bank's honoring the signature of any corporate employee or agent or any other individual, authorized or unauthorized, as maker, endorser, drawer or in any other capacity unless Bank receives written notice of any claim, dispute or difference with regard to said signature, endorsement or other transaction within thirty (30) days, or such longer time as required by applicable law, after the first statement, notice, or items showing irregularity shall have been sent or made available to Corporation. Corporation shall not be relieved of the duty to examine and report or of the stated consequences thereof by reason of the fact that the statement, notice, or any item or items were not sent or made available unless the Corporation notifies Bank of that fact within fifteen (15) days of the date upon which the same are customarily so sent or made available and Corporation shall be bound by the contents of such statements and items forwarded to the corporate address of the Corporation; and,

RESOLVED FURTHER, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission has been received and acknowledged by Bank and the receipt of such notice shall not affect any action taken by Bank prior thereto; and

RESOLVED FURTHER, any revocation, modification or replacement of a resolution must be accompanied by documentation satisfactory to the Bank, establishing the authority for the changes; and,

RESOLVED FURTHER, that the foregoing authority shall not be limited to the above identified or described officers, agents, or other representatives of the Corporation but shall extend to such additional or different individuals as are named as being so authorized in any letter, form or notice signed by any officer, agent, or other representative of the Corporation identified or described above in each category or who is allowed to make said transactions by Corporation; and,

RESOLVED FURTHER, that the Corporation agrees that in the event a question or dispute arises concerning the authority of one or more individuals to transact business on behalf of the Corporation, Bank shall have the option either (1) to rely on the most recent resolution, certification, or notice furnished to Bank by an individual purporting to have authority for the Corporation, or (2) to freeze accounts, close accounts to posting, refuse to honor items, place stop payment orders on items and otherwise refuse to allow any transactions to do any further business with respect to the Corporation or any of its accounts until such questions or dispute is resolved to the satisfaction of the Bank; and Bank shall be fully protected in taking either course of action or a combination thereof and shall be indemnified and saved harmless from any claims, demands, losses, damages, and expenses, including attorneys' fees, resulting from or growing out of the foregoing; and,

RESOLVED FURTHER, that all transactions by any of the officers, employees, or other representatives of this Corporation, in its name and for its account or within the authority herein given if said authority had been in effect prior to this meeting be and the same hereby approved and ratified; and,

RESOLVED FURTHER, that the foregoing resolutions together with any specific contract, account and/or other writing shall be the agreement with Bank and Corporation agrees to be subject to Bank's rules and regulations as to each service or account and expect where initiated on the certified copy indicating one or more specific officer(s) or agent(s) to perform a specific function, any officer listed below shall have authority to transact the authorized business with Bank; and

RESOLVED FURTHER, that the Secretary or an Assistant Secretary of the Corporation be, and hereby is authorized and directed to certify to Southern Bank and Trust Company the foregoing resolution or resolutions and that the provisions hereof in conformity with the charter and bylaws of the Corporation and that the foregoing resolutions and authority thereby conferred shall remain in full force and in effect until this Corporation officially notifies Bank to the contrary in writing; and Bank may conclusively presume that such resolves are in effect and that the persons identified from time to time as officers of the Corporation by certificate of the Secretary or an Assistant Secretary, have been duly elected or appointed to and continue to hold such offices; and,

RESOLVED FURTHER, that all previous banking resolutions in conflict herewith relating to Southern Bank and Trust Company heretofore approved by the Board of Directors (or Incorporator(s)), as applicable be, and the same hereby are superseded.

I further certify that there is no provision in the charter or bylaws of said Corporation limiting the power of the Board of Directors (or Incorporator(s)), as applicable to pass the foregoing resolutions and that the same are in conformity with the provisions of said charter and bylaws. I further certify that the following are the names and official signatures of the present officers and other authorized persons of this Corporation:

	Name	Official Signature
President	RONALD J GATLING (CHAIRMAN)	
Vice President	JOHN D HORTON (VICE CHAIRMAN)	
Vice President	WILLIAM F MITCHELL JR (COMMISSIONER)	
Secretary	LEROY DOUGLAS II (COMMISSIONER)	
Treasurer	ANDRE M LASSITER (COMMISSIONER)	
Asst Treasurer		
Other		
Other		
Other		

IN WITNESS WHEREOF, I have hereunto subscribed my name, this the 28th day of December, 2021

Secretary (Assistant Secretary)

58-621521  
Federal Tax Identification Number

# ACCOUNT AGREEMENT



Agreement Date: 12/29/2021 By: B275DBM

☐ EXISTING Account - This agreement replaces previous agreement(s).

## Ownership of Account - PERSONAL

☐ Individual ☐ Personal Agency (see below)

☐ Joint - With Survivorship (see below)

☐ Joint - No Survivorship (as tenants in common)

☐

☐ Trust - Separate Agreement:

☐ Payable On Death (POD) Designation As Defined In This Agreement

(Name and Address of Beneficiaries):

☐ Bank Joint Account With Right of Survivorship G.S. 553C-6-6: We understand that by establishing a joint account under the provisions of North Carolina General Statute 553C-6-6 that:

1. The bank may pay the money in the account to, or on the order of, any person named as a joint holder of the account unless we have agreed with the bank that withdrawals require more than one signature; and
2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

X ☐ Bank Payable On Death Account G.S. 553C-6-7: I/We understand that by establishing a Payable on Death account under the provisions of North Carolina General Statute 553C-6-7 that:

1. During my/our lifetime I/we, individually or jointly, may withdraw the money in the account.
2. By written direction to the bank I/we, individually or jointly, may change the beneficiary or beneficiaries.
3. Upon my/our death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by my/our heirs or be controlled by will.

X ☐ Bank Personal Agency Account G.S. 553C-6-8: The undersigned understands that by establishing a personal agency account under the provisions of North Carolina General Statute 553C-6-8 that the agent named in the account may:

1. Sign checks drawn on the account.
  2. Make deposits into the account.
- The undersigned also understands that upon my death the money remaining in the account will be controlled by his or her will or inherited by his or her heirs.

(agent's name and address)

☐ The undersigned agree this personal agency will continue if he/she subsequently becomes incapacitated or mentally incompetent, in accordance with North Carolina General Statute 553C-6-8(d).

X

## Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership

☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)

☐ C Corporation ☐ S Corporation ☐ Non-Profit

☐

Account Number: [REDACTED]

Account Owner(s) Name & Address  
HERTFORD COUNTY  
CENTRAL DEPOSITORY  
115 JUSTICE DR STE 1  
WINTON, NC 27986-9510

Account Desc.: PIMMC RPM

☒ Checking ☐ Savings ☐ NOW ☐

Initial Deposit \$ .00 Source:

Additional Information:

## Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-8)

☒ By signing below, I, HERTFORD COUNTY, certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 56-6001523 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any):

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the Instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☐ Terms & Conditions ☒ Truth in Savings ☐ Funds Availability  
☐ Electronic Fund Transfers ☒ Privacy ☐ Substitute Checks  
☐ Common Features ☒ Disc Prod/Fees; Dep Acct Agmt

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]  
LESLIE H EDWARDS  
I.D. # [REDACTED] D.O.B. [REDACTED]

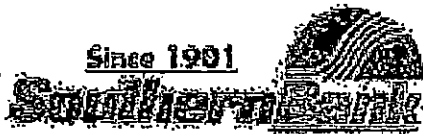
(2): [X]  
DAVID BRUCE COTTON  
I.D. # [REDACTED] D.O.B. [REDACTED]

(3): [X]  
RONALD JEROME GATLING  
I.D. # [REDACTED] D.O.B. [REDACTED]

## Addendum

Date: 12/29/2021

Financial Institution



Account Title & Address  
HERTFORD COUNTY  
CENTRAL DEPOSITORY  
115 JUSTICE DR STE 1  
WINTON, NC 27986-9510

### Addendum

This Addendum is incorporated into and made a part of the document described as follows (the "Agreement"):  
(for example, "Account Agreement")

dated: 12/29/2021, relating to account number(s): [REDACTED]

☐ Beneficiary Information

and/or

☐ Additional Terms

☒ **Signature Addendum.** The following signatures are added to and supplement the signatures provided on the Agreement. The undersigned agree to the terms of the Agreement, and all terms and disclosures acknowledged on the Agreement.

☐ **Amendment Signatures.** This Addendum amends the Agreement. The undersigned agree to the additional terms or information above. This Addendum overrides any conflicting terms of the Agreement.

JOHN DEWAYNE HORTON

Date

Date

Date

Date

Date

Date



**CERTIFIED COPY OF CORPORATE RESOLUTIONS**  
For Accounts, Borrowing, and other Transactions

Applicable Account

**HERTFORD COUNTY  
GENERAL FUND**

Name of Corporation

56-6001523

Tax Identification Number

I, the undersigned, hereby certify to Southern Bank and Trust Company that I am the \_\_\_\_\_ Secretary of the above-named Corporation, which Corporation is duly organized and existing under the law of the State of \_\_\_\_\_ and engaged in business under the trade name of \_\_\_\_\_; that the following is a true copy of resolutions duly adopted by the Board of Directors (or by the incorporator(s) if permitted by the applicable law) of said Corporation effective on 12/29/2021, either at a duly authorized and held meeting of the Board of Directors (or incorporator(s), as applicable) at which a quorum was present and proper notice was given, or by unanimous written consent; and that such resolutions have not been amended or rescinded;

The undersigned further certify that the following is the correct LEGAL name of said business HERTFORD COUNTY

(or, if not completed, that the "Name of Business" shown above is the correct legal name).

**DEPOSIT RELATIONSHIP**

RESOLVED, that Southern Bank and Trust Company (Bank) be and it hereby is designated a depository of this Corporation with authority to create deposit accounts of all types with the Corporation and to accept at any time and from time to time for credit of the Corporation checking, savings, and all other types of deposits by whomsoever made of funds in whatever form and in whatever manner endorsed and said Bank be and it hereby is authorized and directed to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds thereof, checks, drafts, notes, bills of exchange, acceptances, undertakings, and other instruments or orders for the payment, transfer, or withdrawals of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, whether tendered for cashing, in payment of individual obligations of such signer, or for deposit to his individual account or any other use or disposition, and further, said Bank is given authority to honor the endorsement of checks, drafts, notes, or all other types of instruments payable or belonging to this Corporation, whether such endorsement be made manually, by endorsement stamp or otherwise and whether for deposit, for collection or otherwise and to receive cash or part cash for same or to make "less cash" deposits, receiving cash for part or all of the amount of such checks and depositing the balance, if any, when such instruments are signed, accepted, or endorsed whether by stamp, manual, or facsimile signature(s) by any of the following indicated officers or persons from time to time holding the following indicated offices, or agents of the Corporation and the Corporation assumes full responsibility for any and all payments made by Bank in reliance upon the manual stamp or facsimile signatures of said officers, persons, or agents and agrees to indemnify and hold harmless Bank against any and all loss, cost, damage, or expense suffered or incurred by said Bank arising out of the misuse or unlawful or unauthorized use by any person of such stamp or facsimile signature or signature(s), the current officers, authorized persons, or agents being shown hereinafter.

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
RONALD JEROME GATLING	CHAIRMAN
JOHN DEWAYNE HORTON	VICE CHAIRMAN

**NON-TREASURY SERVICES WIRE TRANSFER AUTHORITY**

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (s) to execute and deliver to the Bank wire transfer agreements, if required; (b) to initiate wire transfer requests from any of Corporation's Bank accounts, whether via in person, telephonic or written request; and (c) to verify the authenticity of instructions to Bank regarding wire transfer requests initiated by other persons from any of the Corporation's Bank accounts; provided that any authority designated in this section is separate and apart from any authority granted under the section of this document titled "Treasury Services Relationships":

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
ARLEYNE CURRIER	STAFF ACCOUNTANT





# GENERAL RESOLUTIONS

RESOLVED FURTHER, that all officers, agents, or other persons authorized to conduct and/or initiate banking transactions pursuant to the resolutions herein are authorized to use any means of electronic banking or account management products or services offered by Bank with respect to the account(s) of the Corporation and that the provisions contained in Bank's Deposit Account Agreement and/or other agreements specific to a particular electronic product or service, including, without limitation, the provisions concerning the limiting effect of transactions conducted or instructions given electronically with respect to the Corporation's account(s), are expressly approved and the Corporation assumes full responsibility for any and all such electronic transactions and instructions and agrees to indemnify and hold Bank harmless against any and all loss, cost, damage, or expense suffered or incurred by Bank arising out of Bank's honoring such electronic transactions or instructions.

RESOLVED FURTHER, that the Corporation recognizes and agrees that maintenance, service charges, and other fees pursuant to the rules and regulations of Bank may be charged and deducted from the Corporation's account(s), and that Bank shall have right of setoff as to any and all indebtedness and liability of Corporation to Bank however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due or to become due and said setoff authority may be exercised without prior notice; and when charges or other deductions are made from said account(s), Bank shall not be liable for dishonoring items where the making of such a charge, setoff or other deduction results in there being insufficient funds in Corporation's account to honor such items; and,

RESOLVED FURTHER, that the Secretary or an Assistant Secretary of Corporation shall certify to Bank the names of the presently duly elected and qualified officers of this Corporation and shall from time to time hereafter as changes in the personnel of said officers are made, immediately certify such changes to Bank, and Bank shall be fully protected in relying on the certification of any individual who purports to be the Secretary or Assistant Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any officer so certified or refusing to honor any signature not so certified and Corporation shall be bound by Bank's honoring the signature of any corporate employee or agent or any other individual, authorized or unauthorized, as maker, endorser, drawer or in any other capacity unless Bank receives written notice of any claim, dispute or difference with regard to said signature, endorsement or other transaction within thirty (30) days, or such longer time as required by applicable law, after the first statement, notice, or items showing irregularity shall have been sent or made available in Corporation. Corporation shall not be relieved of the duty to examine and report or of the stated consequences thereof by reason of the fact that the statement, notice, or any item or items were not sent or made available unless the Corporation notifies Bank of that fact within fifteen (15) days of the date upon which the same are customarily so sent or made available and Corporation shall be bound by the contents of such statements and items forwarded to the corporate address of the Corporation; and,

RESOLVED FURTHER, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission has been received and acknowledged by Bank and the receipt of such notice shall not affect any action taken by Bank prior thereto; and

RESOLVED FURTHER, any revocation, modification or replacement of a resolution must be accompanied by documentation satisfactory to the Bank, establishing the authority for the changes; and,

RESOLVED FURTHER, that the foregoing authority shall not be limited to the above identified or described officers, agents, or other representatives of the Corporation but shall extend to such additional or different individuals as are named as being so authorized in any letter, form or notice signed by any officer, agent, or other representative of the Corporation identified or described above in each category or who is allowed to make said transactions by Corporation; and,

RESOLVED FURTHER, that the Corporation agrees that in the event a question or dispute arises concerning the authority of one or more individuals to transact business on behalf of the Corporation, Bank shall have the option either (1) to rely on the most recent resolution, certification, or notice furnished to Bank by an individual purporting to have authority for the Corporation, or (2) to freeze accounts, close accounts to posting, refuse to honor items, place stop payment orders on items and otherwise refuse to allow any transaction to do any further business with respect to the Corporation or any of its accounts until such question or dispute is resolved to the satisfaction of the Bank; and Bank shall be fully protected in taking either course of action or a combination thereof and shall be indemnified and saved harmless from any claims, demands, losses, damages, and expenses, including attorneys' fees, resulting from or growing out of the foregoing; and,

RESOLVED FURTHER, that all transactions by any of the officers, employees, or other representatives of this Corporation, in its name and for its account or within the authority herein given if said authority had been in effect prior to this meeting be and the same hereby approved and ratified; and,

RESOLVED FURTHER, that the foregoing resolutions together with any specific contract, account and/or other writing shall be the agreement with Bank and Corporation agrees to be subject to Bank's rules and regulations as to each service or account and except where indicated on the certified copy indicating one or more specific officer(s) or agent(s) to perform a specific function, any officer listed below shall have authority to transact the authorized business with Bank; and

RESOLVED FURTHER, that the Secretary or an Assistant Secretary of the Corporation be, and hereby is authorized and directed to certify to Southern Bank and Trust Company the foregoing resolution or resolutions and that the provisions thereof are in conformity with the charter and bylaws of the Corporation and that the foregoing resolutions and authority thereby conferred shall remain in full force and in effect until this Corporation officially notifies Bank to the contrary in writing; and Bank may conclusively presume that such resolves are in effect and that the persons identified from time to time as officers of the Corporation by certificate of the Secretary or an Assistant Secretary, have been duly elected or appointed to and continue to hold such offices; and,

RESOLVED FURTHER, that all previous banking resolutions in conflict herewith relating to Southern Bank and Trust Company heretofore approved by the Board of Directors (or incorporator(s), as applicable) be, and the same hereby are superseded.

I further certify that there is no provision in the charter or bylaws of said Corporation limiting the power of the Board of Directors (or incorporator(s), as applicable) to pass the foregoing resolutions and that the same are in conformity with the provisions of said charter and bylaws. I further certify that the following are the names and official signatures of the present officers and other authorized persons of this Corporation:

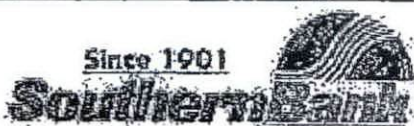
	Name	Official Signature
President	RONALD J GATLING (CHAIRMAN)	
Vice President	JOHN D HORTON (VICE CHAIRMAN)	
Vice President	WILLIAM F MITCHELL JR (COMMISSIONER)	
Secretary	LEROY DOUGLAS II (COMMISSIONER)	
Treasurer	ANDRE M LASSITER (COMMISSIONER)	
Asst Treasurer		
Other		
Other		
Other		

IN WITNESS WHEREOF, I have hereunto subscribed my name, this the 29th day of December, 2021.

Secretary (Assistant Secretary) 56-601523  
Federal Tax Identification Number



# ACCOUNT AGREEMENT



Agreement Date: 12/29/2021 By: B275DBM

☐ EXISTING Account - This agreement replaces previous agreement(s).

## Ownership of Account - PERSONAL

☐ Individual ☐ Personal Agency (see below)

☐ Joint - With Survivorship (see below)

☐ Joint - No Survivorship (as tenants in common)

☐

☐ Trust - Separate Agreement:

☐ Payable On Death (POD) Designation As Defined in This Agreement

(Name and Address of Beneficiaries):

☐ Bank Joint Account With Right of Survivorship G.S. §53C-6-6: We understand that by establishing a joint account under the provisions of North Carolina General Statute §53C-6-6 that:

1. The bank may pay the money in the account to, or on the order of, any person named as a joint holder of the account unless we have agreed with the bank that withdrawals require more than one signature; and
2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

X \_\_\_\_\_ X \_\_\_\_\_

☐ Bank Payable On Death Account G.S. §53C-6-7: I/We understand that by establishing a Payable on Death account under the provisions of North Carolina General Statute §53C-6-7 that:

1. During my/our lifetime I/we, individually or jointly, may withdraw the money in the account.
2. By written direction to the bank I/we, individually or jointly, may change the beneficiary or beneficiaries.
3. Upon my/our death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by my/our heirs or be controlled by will.

X \_\_\_\_\_ X \_\_\_\_\_

☐ Bank Personal Agency Account G.S. §53C-6-8: The undersigned understands that by establishing a personal agency account under the provisions of North Carolina General Statute §53C-6-8 that the agent named in the account may:

1. Sign checks drawn on the account.
  2. Make deposits into the account.
- The undersigned also understands that upon my death the money remaining in the account will be controlled by his or her will or inherited by his or her heirs.

(agent's name and address)

☐ The undersigned agrees this personal agency will continue if he/she subsequently becomes incapacitated or mentally incompetent, in accordance with North Carolina General Statute §53C-6-8(d).

X

## Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership

☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)

☐ C Corporation ☐ S Corporation ☐ Non-Profit

☐

Account Number: [REDACTED]

Account Owner(s) Name & Address

HERTFORD COUNTY  
GENERAL FUND  
115 JUSTICE DR STE 1  
WINTON, NC 27986-9510

Account Desc.: PIMMC RPM

☐ Checking ☐ Savings ☒ NOW ☐

Initial Deposit \$ 1,000.00 Source: PNC

Additional Information:

## Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-8)

☒ By signing below, I, HERTFORD COUNTY, certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 56-6001523 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) \_\_\_\_\_

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☐ Terms & Conditions ☒ Truth in Savings ☐ Funds Availability  
☐ Electronic Fund Transfers ☒ Privacy ☐ Substitute Checks  
☐ Common Features ☒ Disc Prod/Fees; Dep Acct Agrmt

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]

LESLIE H EDWARDS

I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]

DAVID BRUCE COTTON

I.D. # [REDACTED] D.O.B. [REDACTED]

(3): [X]

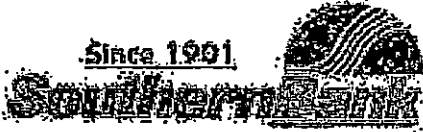
RONALD JEROME GATLING

I.D. # [REDACTED] D.O.B. [REDACTED]

# Addendum

Date: 12/29/2021

Financial Institution



Account Title & Address  
HERTFORD COUNTY  
GENERAL FUND  
115 JUSTICE DR STE 1  
WINTON, NC 27986-9510

## Addendum

This Addendum is incorporated into and made a part of the document described as follows (the "Agreement"):  
(for example, "Account Agreement")

dated: 12/29/2021, relating to account number(s): [REDACTED]

☐ Beneficiary Information

and/or

☐ Additional Terms

☒ **Signature Addendum.** The following signatures are added to and supplement the signatures provided on the Agreement. The undersigned agree to the terms of the Agreement, and all terms and disclosures acknowledged on the Agreement.

☐ **Amendment Signatures.** This Addendum amends the Agreement. The undersigned agree to the additional terms or information above. This Addendum overrides any conflicting terms of the Agreement.

JOHN DEWAYNE HORTON

Date

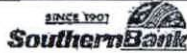
Date

Date

Date

Date

Date



**CERTIFIED COPY OF CORPORATE RESOLUTIONS**  
For Accounts, Borrowing, and other Transactions

Applicable Acct(s)

HERTFORD COUNTY  
INMATE TRUST FUND

Name of Corporation

56-8001523

Tax Identification Number

I, the undersigned, hereby certify to Southern Bank and Trust Company that I am the \_\_\_\_\_ Secretary of the above-named Corporation, which Corporation is duly organized and existing under the law of the State of \_\_\_\_\_ and engaged in business under the trade name of \_\_\_\_\_; that the following is a true copy of resolutions duly adopted by the Board of Directors (or by the incorporator(s) if permitted by the applicable law) of said Corporation effective on 12/29/2021 either at a duly authorized and held meeting of the Board of Directors (or incorporator(s), as applicable) at which a quorum was present and proper notice was given, or by unanimous written consent, and that such resolutions have not been amended or rescinded,

The undersigned further certify that the following is the correct LEGAL name of said business HERTFORD COUNTY

(or, if not completed, that the "Name of Business" shown above is the correct legal name).

**DEPOSIT RELATIONSHIP**

RESOLVED, that Southern Bank and Trust Company (Bank) be and it hereby is designated a depository of this Corporation with authority to create deposit accounts of all types with the Corporation and to accept at any time and from time to time for credit of the Corporation checking, savings, and all other types of deposits by whomsoever made of funds in whatever form and in whatever manner endorsed and said Bank be and it hereby is authorized and directed to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds thereof, checks, drafts, notes, bills of exchange, acceptances, undertakings, and other instruments or orders for the payment, transfer, or withdrawals of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, whether tendered for cashing, in payment of individual obligations of such signer, or for deposit to his individual account or any other use or disposition, and further, said Bank is given authority to honor the endorsement of checks, drafts, notes, or all other types of instruments payable or belonging to this Corporation, whether such endorsement be made manually, by endorsement stamp or otherwise and whether for deposit, for collection or otherwise and to receive cash or part cash for same or to make "less cash" deposits, receiving cash for part or all of the amount of such checks and depositing the balance, if any, when such instruments are signed, accepted, or endorsed whether by stamp, manual, or facsimile signature(s) by any of the following indicated officers or persons from time to time holding the following indicated offices, or agents of the Corporation and the Corporation assumes full responsibility for any and all payments made by Bank in reliance upon the manual stamp or facsimile signatures of said officers, persons, or agents and agrees to indemnify and hold harmless Bank against any and all loss, cost, damage, or expense suffered or incurred by said Bank arising out of the misuse or unlawful or unauthorized use by any person of such stamp or facsimile signature or signature(s), the current officers, authorized persons, or agents being shown hereinafter.

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
DEXTER ANTONIO HAYES	SHERIFF
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
DEXTER A HAYES	SHERIFF

**NON-TREASURY SERVICES WIRE TRANSFER AUTHORITY**

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to execute and deliver to the Bank wire transfer agreements, if required; (b) to initiate wire transfer requests from any of Corporation's Bank accounts, whether via a person, telephonic or written request; and (c) to verify the authenticity of instructions to Bank regarding wire transfer requests initiated by other persons from any of the Corporation's Bank accounts; provided that any authority designated in this section is separate and apart from any authority granted under the section of this document titled "Treasury Services Relationships":

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
ARLEYNE CURRIER	STAFF ACCOUNTANT



# TREASURY SERVICES RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to execute and deliver to Bank treasury services agreements, including without limitation agreements involving, by way of example and not limitation, treasury services such as wire transfers, ACH origination transactions, positive pay, ACH block/filter, bill payment, and remote deposit capture (any such agreement, a "Treasury Service Agreement"); (b) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation as administrators with regard to Treasury Service Agreements and the Bank's business online banking service (i.e., those individuals with authority to appoint and delegate access and control privileges to users); (c) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation with regard to Bank treasury services (including but not limited to designating one or more persons authorized to initiate, amend, cancel, confirm, or verify the authenticity of instructions to Bank regarding Bank treasury services, and/or delegating such designation authority); and (d) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation in designating which existing Bank accounts are to be used in conjunction with Bank treasury services:

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
ARLEYNE CURRIER	STAFF ACCOUNTANT

## BORROWING RELATIONSHIP

RESOLVED FURTHER, that any of the following indicated officers or persons from time to time holding the said office of this Corporation, agents, or other authorized persons be, and they hereby are, authorized to arrange for the borrowing of and to borrow or otherwise obtain credit from time to time from Southern Bank and Trust Company (Bank) such sums upon such terms and conditions as to time of payment of repayment, rate of interest, and security therefor as they may determine and the said officers, persons or agents be, and they hereby are, authorized to execute and deliver in the name and on behalf of this Corporation notes, credit agreements and any and all other agreements and evidences of indebtedness with respect to all sums so borrowed or credit otherwise obtained; and such officers, persons, or agents further are authorized as follows: (a) to obtain credit from Bank by the use of a Master Card/Visa Card or other credit card issued by Bank, in such sums as may seem advisable to such officers, persons, or agents and upon such terms as may be prescribed by Bank, to designate other persons not so designated below to use a Master Card/Visa Card or other credit card in the name of and on behalf of this Corporation, to designate to Bank other persons to whom Bank may issue a Master Card/Visa Card or other credit card on behalf of this Corporation, to execute applications and agreements of any type in connection therewith on behalf of the Corporation, and to repay to Bank the indebtedness and obligations incurred by the use of said credit cards; whether or not credit was extended for a purpose authorized by this Corporation; (b) to obtain credit from Bank under one or more revolving lines of credit (including but not limited to Cash Reserve) offered or issued by Bank, in such sums as may seem advisable to such officers, persons, or agents; and upon such terms as may be prescribed by Bank, to sign or to designate such persons not so designated below to sign checks or other items drawn on the Corporation's checking account which may activate loans under such revolving lines of credit and to sign special (direct advance) checks or other instruments which will activate loans under such revolving lines of credit, to execute applications and agreements of any type in connection therewith on behalf of Corporation, to repay Bank the indebtedness and obligations incurred under such revolving lines of credit whether or not credit was extended for a purpose authorized by this Corporation; (c) to pledge, assign, convey and/or transfer the property of the Corporation to Bank as security for such borrowing, revolving lines of credit and credit arrangements and to execute and deliver security agreements, deeds of trust, and other security instruments whether of obligation or hypothecation which they may determine necessary or appropriate in the implementation of the borrowing authority hereby or belonging to the Corporation and have full authority to endorse, assign, and guarantee the same, on behalf of the Corporation, Bank is authorized and directed to pay the proceeds of any such loans, lines of credit or other borrowings or credit arrangements as directed by the persons so authorized whether to the order of said persons in their individual capacities, for deposit to their individual credit or to be applied or deposited in any manner for their individual deposit in any manner for their individual credit:

Name	Title

## MISCELLANEOUS BANKING RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents or other authorized persons are authorized for the account of the Corporation (a) to apply for and receive letters of credit and from time to time to increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit; (b) to execute and deliver all necessary and proper documents in connection with any transaction with said Bank; (c) to execute and deliver indemnity agreements, acceptance agreements, guarantees for missing documents or other guarantee, acceptance, trust receipts and other forms of security agreements; (d) to order payments against receipt of shipping and other documents; (e) to purchase certificates of deposit, bonds, securities, and all other types of intangible personal property from Bank; (f) to execute and deliver to Bank night depository agreements, to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation in connection therewith and to revoke such designation; (g) to execute and deliver to Bank safe deposit box agreements, to designate from time to time the persons empowered to have access to any safe deposit box and to revoke such designation; (h) to enter into any and all other types of transactions with Bank for which Bank is authorized to transact in its normal course of business; (i) to contract with Bank for the rendition of any services offered by Bank; and (j) to designate from time to time the officers, employees, and agents empowered to act on behalf of the Corporation as administrators with regard to the Bank's business online banking service (i.e., those individuals with authority to appoint and delegate access and control privileges to users, as well as the authority to appoint other business online banking service administrators), provided that if any individuals are listed under the section of this document titled "Treasury Services Relationships", this subsection (j) shall have no effect:

Name	Title
LESLIE H EDWARDS	FINANCE DIRECTOR
DAVID BRUCE COTTON	COUNTY MANAGER
ARLEYNE CURRIER	STAFF ACCOUNTANT

2. (a)  $\frac{1}{2} \ln 2$  (b)  $\frac{1}{2} \ln 2$  (c)  $\frac{1}{2} \ln 2$  (d)  $\frac{1}{2} \ln 2$  (e)  $\frac{1}{2} \ln 2$  (f)  $\frac{1}{2} \ln 2$  (g)  $\frac{1}{2} \ln 2$  (h)  $\frac{1}{2} \ln 2$  (i)  $\frac{1}{2} \ln 2$  (j)  $\frac{1}{2} \ln 2$  (k)  $\frac{1}{2} \ln 2$  (l)  $\frac{1}{2} \ln 2$  (m)  $\frac{1}{2} \ln 2$  (n)  $\frac{1}{2} \ln 2$  (o)  $\frac{1}{2} \ln 2$  (p)  $\frac{1}{2} \ln 2$  (q)  $\frac{1}{2} \ln 2$  (r)  $\frac{1}{2} \ln 2$  (s)  $\frac{1}{2} \ln 2$  (t)  $\frac{1}{2} \ln 2$  (u)  $\frac{1}{2} \ln 2$  (v)  $\frac{1}{2} \ln 2$  (w)  $\frac{1}{2} \ln 2$  (x)  $\frac{1}{2} \ln 2$  (y)  $\frac{1}{2} \ln 2$  (z)  $\frac{1}{2} \ln 2$

1997]. The results of this study have implications for the development of a more effective and efficient system for the management of the environment. The results of this study have implications for the development of a more effective and efficient system for the management of the environment.

1997] *De la Cruz et al.* • *Effect of the Duration of the Fasting Period on the Response to a Single Bolus of Intravenous Glucose in Healthy Subjects* 1997

1997] *De la Cruz et al.* • *Effect of the Duration of the Fasting Period on the Metabolic Response to a High-Fat Meal*

1997]. The results of this study have implications for the development of a more effective and efficient system for the management of the environment. The results of this study have implications for the development of a more effective and efficient system for the management of the environment.

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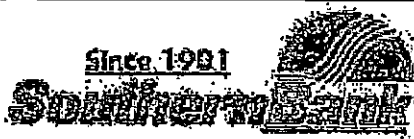
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# ACCOUNT AGREEMENT



Agreement Date: 12/29/2021 By: B275DBM

☐ EXISTING Account - This agreement replaces previous agreement(s).

## Ownership of Account - PERSONAL

☐ Individual ☐ Personal Agency (see below)

☐ Joint - With Survivorship (see below)

☐ Joint - No Survivorship (as tenants in common)

☐

☐ Trust - Separate Agreement:

☐ Payable On Death (POD) Designation As Defined In This Agreement  
(Name and Address of Beneficiaries):

☐ Bank Joint Account With Right of Survivorship G.S. §53C-6-6: We understand that by establishing a joint account under the provisions of North Carolina General Statute §53C-6-6 that:

1. The bank may pay the money in the account to, or on the order of, any person named as a joint holder of the account unless we have agreed with the bank that withdrawals require more than one signature; and
2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

X ☐ Bank Payable On Death Account G.S. §53C-6-7: I/We understand that by establishing a Payable on Death account under the provisions of North Carolina General Statute §53C-6-7 that:

1. During my/our lifetime I/we, individually or jointly, may withdraw the money in the account.
2. By written direction to the bank I/we, individually or jointly, may change the beneficiary or beneficiaries.
3. Upon my/our death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by my/our heirs or be controlled by will.

X ☐ Bank Personal Agency Account G.S. §53C-6-8: The undersigned understands that by establishing a personal agency account under the provisions of North Carolina General Statute §53C-6-8 that the agent named in the account may:

1. Sign checks drawn on the account.
  2. Make deposits into the account.
- The undersigned also understands that upon my death the money remaining in the account will be controlled by his or her will or inherited by his or her heirs.

(agent's name and address)

☐ The undersigned agrees this personal agency will continue if he/she subsequently becomes incapacitated or mentally incompetent, in accordance with North Carolina General Statute §53C-6-8(d).

X

## Ownership of Account - BUSINESS Purpose

☐ Sole Proprietorship ☐ Single-Member LLC ☐ Partnership

☐ LLC (LLC tax classification: ☐ C Corp ☐ S Corp ☐ Partnership)

☐ C Corporation ☐ S Corporation ☐ Non-Profit

☐

Account Number [REDACTED]

Account Owner(s) Name & Address

HERTFORD COUNTY  
INMATE TRUST FUND  
115 JUSTICE DR STE 1  
WINTON, NC 27986-9510

Account Desc.: COMMERCIAL RPM

☒ Checking ☐ Savings ☐ NOW ☐

Initial Deposit \$ 1,000.00

Source: PNC

Additional Information:

## Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-9)

☒ By signing below, I, HERTFORD COUNTY, certify under penalties of perjury that the statements made in this section are true.

☒ TIN: 56-6001523 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) \_\_\_\_\_

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- ☐ Terms & Conditions ☒ Truth in Savings ☐ Funds Availability  
☐ Electronic Fund Transfers ☒ Privacy ☐ Substitute Checks  
☐ Common Features ☒ Disc Prod/Fees; Dep Acct Agmt

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): ☒ LESLIE H EDWARDS  
I.D. # [REDACTED] D.O.B. [REDACTED]

(2): ☒ DAVID BRUCE COTTON  
I.D. # [REDACTED] D.O.B. [REDACTED]

(3): ☒ DEXTER ANTONIO HAYES  
I.D. # [REDACTED] D.O.B. [REDACTED]

**CADA COMMUNITY SERVICES BLOCK GRANT (CSBG) PROPOSED 2022-2023  
ANTI-POVERTY WORK PLAN**

On a motion by Com. Mitchell and a second by Com. Douglas, the Board approved the CADA Community Services Block Grant (CSBG) Proposed 2022-2023 Anti-Poverty Work Plan as presented by Mr. David B. Cotton, County Manager.

**COUNTY MANAGER'S COMMENTS**

County Manager Cotton shared the first draft of the 2022-2023 Budget preparation outline with the Board, requested the Board's guidance at the upcoming meeting, and wished everyone a Happy New Year.

**COMMISSIONERS' COMMENTS**

The Commissioners commented as follows:

Vice-Chair Horton and the Commissioners wished everyone in attendance a happy and prosperous 2022.

Com. Lassiter addressed Ms. Kelly Bowers, Economic Development Director instructing her to push job creation and no unemployment in Hertford County and welcomed Ms. Carrington Dudley, who is interning in the Economic Development office.

**CLOSED SESSION**

On a motion by Com. Mitchell and a second by Com. Lassiter, the Board unanimously approved to move to Closed Session as allowed under NCGS § 143-318.11(a)(3) to consult with the County Attorney.

Minutes of Closed Session are on file in the Office of the Clerk to the Board.

On a motion by Com. Lassiter and a second by Com. Mitchell, the Board unanimously approved to return to the Regular session.

**ADJOURN**

On a motion by Com. Douglas and a second by Com. Lassiter, the Board adjourned the meeting.

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*Approved: January 18, 2022*

*The Honorable Ronald J. Gatling, Chairman*

*Dr. Renee Tyler, Clerk to the Board, NCCCC*