

# Bertie County Board of Commissioners



February 10, 2020  
**6:00 PM**

Chair	Ronald “Ron” Wesson	District 1
	Greg Atkins	District II
Vice Chair	Tammy A. Lee	District III
	John Trent	District IV
	Ernestine (Byrd) Bazemore	District V

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**February 10, 2020**  
**Meeting Agenda**

*This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.*

**6:00 PM** Welcome and Call to Order by Board Chairman, Ronald Wesson

Invocation and Pledge of Allegiance by Commissioner Bazemore

Public Comments (*3 minutes per speaker*)

(A)

\*\*\* APPOINTMENTS & REPORTS \*\*\*

- (1) Presentation by ABC Board Chair, Michael Freeman
- (2) Education Center Proposal by Dr. Stan Riggs
- (3) Standards of Care for Dogs in Bertie County by Rachel Bellis & Daphna Nachminovitch, PETA
- (4) Request for Support of the 2<sup>nd</sup> Amendment by Lynne Hughes & Andrew Ownbey

**Board Appointments (B)**

1. Nursing Home/Adult Care Advisory Council

**Consent Agenda (C)**

1. Approve Minutes for 1-6-20 Regular Session & Closed Session, 1-22-20 Work Session
2. Approve Register of Deeds Fees Report – January 2020
3. Budget Amendments
  - a. Crisis Intervention Funds Received
  - b. Low-Income Home Energy Assistance Funds Received
  - c. Juvenile Crime Prevention Council Funds Received
4. Tax Release Journal – December 2019

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

1. Elections Updates by Board of Elections Director, Sheila Holloman
2. Economic Development Updates by Director, Steve Biggs
3. Register of Deeds Update by NC Association of Registers of Deeds President, Annie Wilson
4. Follow Up on Petitions for DOT Road Additions
5. Bertie-Martin Regional Jail Feasibility Study
6. Beach Day 2020 – Confirmation of June, 6, 2020

**Commissioners' Reports (E)**

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

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

- Carolina Rebuilders' Ministry lease
- Road Safety Maintenance Ordinance
- Contract agreement for ownership of artifacts (TGOW)
- Closed Session minutes reviewed – expected February 18

**Public Comments**

*(3 minutes per speaker)*

**Closed Session**

**Adjourn**



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** February 10, 2020

**SECTION:** Appointments & Reports (A-1 to A-4)

**DEPARTMENT:** Governing Body

**TOPICS:**

- (1) Presentation by ABC Board Chair, Michael Freeman
- (2) Education Center Proposal by Dr. Stan Riggs
- (3) Standards of Care for Dogs in Bertie County by Rachel Bellis & Daphna Nachminovitch, PETA
- (4) Request for Support of the 2<sup>nd</sup> Amendment by Lynne Hughes & Andrew Ownbey

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** --

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



A-1

**A NATURAL RESOURCE & CULTURAL HISTORY BASED  
“RIVERS TO SOUNDS FIELD EDUCATION CENTER”**

**BERTIE COUNTY, NC**

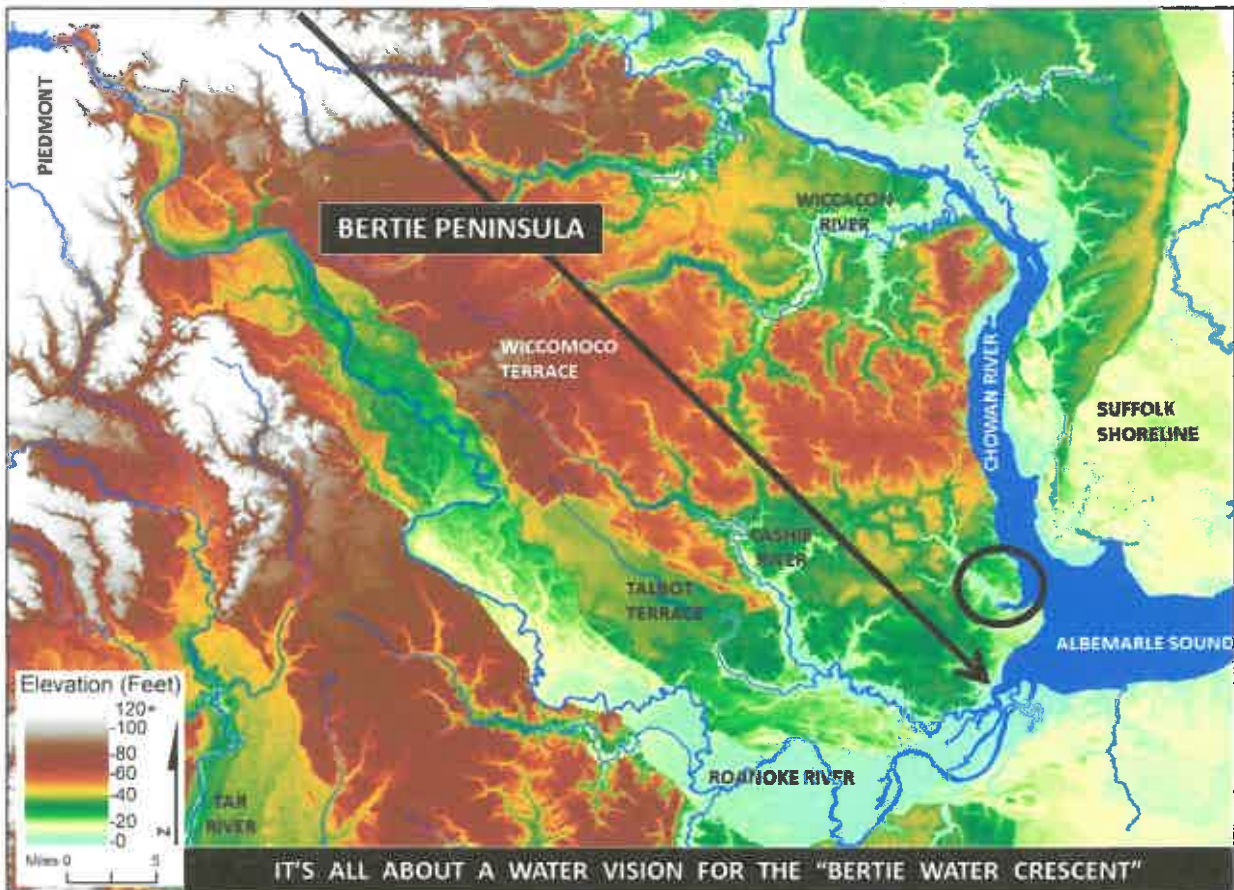
**NORTH CAROLINA LAND OF WATER (NC LOW)  
BERTIE COUNTY  
TOWN OF WINDSOR**

**NC LOW TEAM**

**Dr. Betsy Bennett, Mr. Tom Earnhardt, Dr. Stanley Riggs,  
Ms. Ann Simpson, and Mr. Bland Simpson**



FIGURE 1. A Google Earth satellite image shows the recreational and educational components of the “Rivers to Sounds” integrated program between Bertie County’s Recreation Center and the NC Dept. of Natural and Cultural Resources Field Education Center at Salmon Creek Natural Area.



*FIGURE 2. A color topography map shows the Bertie Peninsula and surrounding Roanoke River (SW side), Chowan River and Estuary (E side), and Albemarle Sound (SE corner). The Salmon Creek Natural Area and Bertie County Recreational Center are within the black circle.*

MEETING: October 21, 2019 at the UNC-CH Botanical Garden in Chapel Hill NC.

PARTICIPANTS:

- |               |   |
|---------------|---|
| Betsy Bennett | (919-225-2639; <a href="mailto:duckwomen4@aol.com">duckwomen4@aol.com</a> )                       |
| Tom Earnhardt | (919-614-2901; <a href="mailto:earnhardt.exploring@gmail.com">earnhardt.exploring@gmail.com</a> ) |
| Stan Riggs    | (252-752-4245; <a href="mailto:riggss@ecu.edu">riggss@ecu.edu</a> )                               |
| Ann Simpson   | (919-818-0122; <a href="mailto:acsimpson944@gmail.com">acsimpson944@gmail.com</a> )               |
| Bland Simpson | (919-962-4007; <a href="mailto:blandsimpson@gmail.com">blandsimpson@gmail.com</a> )               |
| Damon Waitt   | (919-962-2231)  |

GOAL:

The nonprofit foundation (North Carolina Land of Water) has been working closely with the leadership in Bertie Co., the Town of Windsor, and the Bertie Co. Public School System for

the past 3 years. We have been working primarily with them on catastrophic flooding issues, helping to upgrade the science teachers with a "What's in your Backyard" program, and developing a sustainable eco-tourism program based on the regions awesome water resources (the "Bertie Water Crescent" in Figure 2). As part of this, NC LOW has worked with NC Coastal Land Trust (NC CLT) concerning the Salmon Creek Natural Area properties (995 and 300 acres), Hoggards Mill Run on the Upper Cashie River, and Cow Island Swamp and Wicomoco Bluffs along the Chowan River shoreline in the Colerain area.

NC CLT is now finalizing the purchase of a 300 acre parcel located between the "Salmon Creek Natural Area" (SCNA 995 acres) with Bertie Counties (147 acre) "Tall Glass of Water" property. These three land parcels now constitute 1,442 acres of public land along the shoreline at the western end of Albemarle Sound (Figure 1). Bertie County is working rapidly to develop their 147 acres as a total recreational area for the region and have recently sent out a request for design bids. The new 300 acre property will be turned over to NC State Parks when NC CLT has completed the paper work. Since the state property is NOT a state park, its additional uses beyond preservation as a "natural area" are restricted to education and primitive activities.

Consequently, NC LOW is trying to make sure that Bertie Co. will be at the table and working with State Parks with respect to developing an educational program based on the natural resource and cultural history framework for the surrounding group of under-served counties. The first of three NC LOW Reports for Bertie County ("From Rivers to Sounds" Dec. 2018) was a "water-based vision for sustainable eco-tourism and environmental education". This report defined five Water Hubs including the Salmon Creek Water Hub (pages 35 to 46). A program titled "Rivers to Sounds" was designed as a natural resource and cultural history field educational program located on the SCNA property and to be integrated with a major Recreational Center on the Bertie County property at the TGOW. The long-term goal is to ensure that the Bertie region has a strong field education component that deals with the rich natural resources (ecology, hydrology, geology, archeology, etc.) and the long cultural history (early Native Americans, Europeans, African Americans, Asian Americans etc.). The material in two of Tom Earnhardt's new "Exploring NC" programs (to be aired by UNC-TV on Nov 7 and 14, 2019) help set the stage for this educational vision.

**The purpose of the October 21 meeting in Chapel Hill was to help upgrade the skeleton proposal (outlined in the first NC LOW report). This proposal provides a plan for Bertie Co. to participate in development of a world-class, field oriented educational program to service the Bertie region in partnership with the NC Department of Natural and Cultural Resources (Division of State Parks). The NC LOW proposal has full support of the Bertie Co Board of Commissioners, the Town of Windsor Board of Directors, Superintendent of Bertie Co. Schools, and the public that has been engaged so far. In addition, it has support of the director and staff of A Time For Science (a 501 c 3 nonprofit science education program) that has been partnering with the NC LOW science teachers workshops in Bertie County. ATFS runs a 400 acre science day camp for K-12 students and teachers in Grifton, as well as an educational facility in Greenville. Also, the Kenan KIETS group, one of NC LOW's major supporters over the years, is solidly behind NC LOW's educational goals and the science outreach projects.**

## MEETING SUMMARY:

1. The “Rivers to Sounds” regional education program should focus on Bertie Co. and the tier one counties that directly surround it and include, but not limited to:
  - a. Hertford, Gates, Chowan, Washington, Martin, and Northhampton counties
  - b. The program could have several possible levels of public focus: school grades from K-12, regional community colleges and universities, youth groups such as 4-H, Boy and Girl Scouts, and general public, etc.
  - c. Utilization of the “Rivers to Sounds” by these different groups can help pay for the maintenance and operation of the facility.
  
2. The “Rivers to Sounds Field Education Center” should be located within the NC Dept. of Natural and Cultural Resources (Mr. Reid Wilson, Chief Deputy Secretary) which houses the Division of State Parks. The program should have Partnerships with the Bertie County Board of Commissioners, the Town of Windsor Board of Directors, and Bertie County School Board.
  
3. The Salmon Creek educational program must integrate and partner with the recreational program being developed on the adjacent Bertie Co. “Tall Glass of Water” property.
  
4. The “Rivers to Sounds Field Education Center” should also partner with some or all of the following relevant organizations:
  - a. NC Natural Science Museum, Raleigh
  - b. NC History Museum, Raleigh
  - c. NC Partnership for the Sounds
  - d. Albemarle-Pamlico National Estuarine Program (APNEP)
  - e. Kenan Institute of Engineering, Technology, and Science (KIETS)
  - f. First Colony Foundation
  - g. The Nature Conservancy
  - h. NC Coastal Federation, Newport, NC
  - i. Counties surrounding Bertie (Hertford, Chowan, Gates, Washington, Martin, Northhampton, etc.)
  - j. Roanoke River National Wildlife Refuge, Windsor
  - k. Community Colleges and Universities (ECU, NCSU, CU, CCC, ECSU, etc.)
  - l. A Time For Science, Greenville
  - m. NC Coastal Land Trust, Wilmington
  - n. Pocosin Arts, Columbia
  
5. Existing NC programs that can be used as models for development of the “Rivers to Sounds” program include the following.
  - a. Muddy Sneakers, Brevard and New Bern, NC (<https://muddysneakers.org> )
  - b. Natural Science Museum’s “Prairie Ridge” program in Wake County
  - c. The NCSU 4-H Camp in Columbia, NC
  - d. Pocosin Arts in Columbia, NC
  - e. Sounds to Sea Program, Trinity Center, Pine Knoll Shores, NC
  - f. Carolina Public Humanities/K-12 (UNC-CH)
  - g. North Carolina Society’s William Friday “Teachers Retreat” program



**6. Critical Input Personnel:**

Liz Baird (NC Aquariums), Mike Dunn (UNC Botanical Gardens), Alvin Braswell (NC Natural Sciences Museum), Jim Blaine (former CEO NC State Credit Union), Dorothy Redford (Retired), Tim Sweeny, Jack Spruill, Ann Goodnight, Feather Phillips (retired).

**7. Restoration of the clear-cut, 300 acre Bal Gra connector property located between the original 995 acre SCNA property (NC State Parks) and the Bertie Co. 147 acre recreation site.**

- a. The forested land adjacent to the waterfront, bluff, and associated beach all have been designated as a “Significant Natural Area”, a requirement of the NC Clean Water Trust Fund.
- b. UNC-CH Botanical Gardens (Damon Waitt, Director) to plan wild native vegetation and carry out plantings for the clear-cut area including long-leaf pine, etc.
- c. A dirt road connector needs to be maintained for hiking, biking, and go-cart movement between the Bertie County Recreation Center and the Rivers to Sounds Field Education Center.

**8. Educational subjects at Salmon Creek’s “Rivers to Sounds” program should focus on the following regional topics (see Figures 3-7):**

- a. Natural Resources: Environmental Issues, Ecology, Geology, Hydrology, Archeology, Maritime History, Astronomy, Energy, Water Quality, Climate Change and Storms, Eco-System Services, etc.
- b. Cultural History: Native Americans, Europeans, Africans, Asians and Latins.
- c. Historic Features in the Roanoke-Albemarle region: Colonial Explorations, Native American Reservations, Plantations, Colonial Capitals, Navigation by water, road, and rail, etc.
- d. Regional Industries: Agriculture, Silviculture, Herring Fisheries, Hunting, Eco-Tourism, etc.

**9. Facilities on the SCNA property necessary for field trips into the many different landscapes of the northeastern NC Coastal Plain (Bertie, Dismal, and Albemarle Peninsulas) and associated world-class water bodies of the “Bertie Water Crescent” (Roanoke River and Albemarle Sound drainage system).**

- a. Bus, van, and go-cart trolleys for regional to local, land-based field trips within the regions varied landscape.
- b. Launch area for stream kayaks; small boat launch for day trips; and the large dock (needs repairing) for multi-day excursions throughout northeastern NC (e.g., The 2018 history tour of the Albemarle sponsored by the NC Division of Archives and History).
- c. Primitive trails through each of the different landscape features and ecosystems within the SCNA property.

## 10. Phased Plans for Moving Forward

Phase I: Develop the Preliminary Plan for the “Rivers to Sounds” Field Education Center

Phase II: Secure Partnership Support from NC Dept. of Natural and Cultural Resources, Division of State Parks, Bertie County Board of Commissioners, Bertie County School Board, and the Town of Windsor Board of Directors.

Phase III: Obtain critical funding to get project off the ground

Phase IV: Obtain a Project Manager and develop key support groups

Construct physical structures and facilities, and begin implementing the educational field programs in the following possible sequence (see Figures 8-10).

Phase V:

- a. Create the initial “Rivers to Sounds Field Education Center” with construction of the initial outdoor-open, but covered classroom facility and kayak boat ramp. Need tables, benches, toilets, and a small enclosed room at the end for small groups and materials.
- b. Initiate field programs for small local half-day trippers.

Phase VI:

- a. Construction of an Indoor Classroom (Figure 3) and associated laboratory rooms, offices, storage rooms, and toilets.
- b. Initiate all day-tripper programs.

Phase VII:

- a. Construct a kitchen and adjacent eating room, common room, student cabins or bunkhouse with toilets and showers & short term faculty lodge (Figure 4).
- b. Initiate multiple day natural resource & cultural history “Rivers to Sounds” Field Education Program.



*FIGURE 1. Example of a potential outdoor classroom.*



*FIGURE 2. Example of a potential indoor classroom-laboratory building.*



*FIGURE 3. Example of a potential visiting teacher/student lodge with four bunk bedrooms, two baths, a small kitchen, and common space.*

**A NATURAL RESOURCE & CULTURAL HISTORY BASED  
“RIVERS TO SOUNDS FIELD EDUCATION CENTER”**

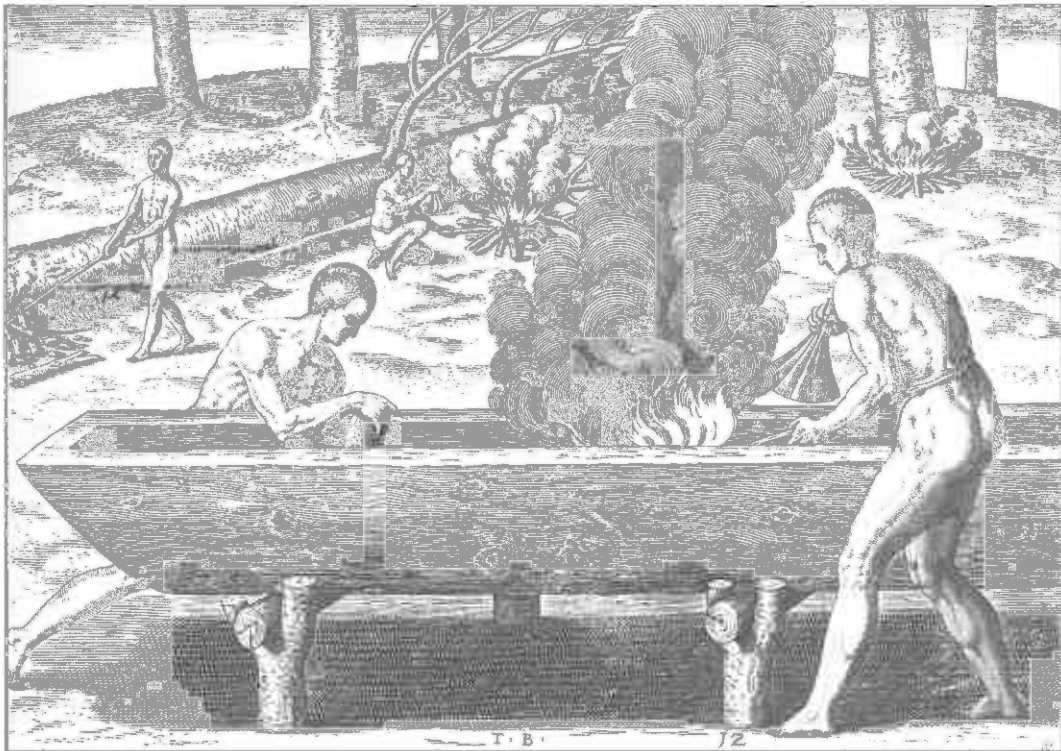
**BERTIE COUNTY, NC**

**NORTH CAROLINA LAND OF WATER (NC LOW)  
BERTIE COUNTY  
TOWN OF WINDSOR**

**IN PARTNERSHIP WITH THE  
NC DEPT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF STATE PARKS**

**NC LOW TEAM**

**Dr. Betsy Bennett, Mr. Tom Earnhardt, Dr. Stanley Riggs,  
Ms. Ann Simpson, and Mr. Bland Simpson**



*Native Americans burning out a cypress log to make a dug-out canoe as observed by the English colonists and recorded in de Bry's engravings of 1590.*

**November 8, 2019**

## RIVERS TO SOUNDS FIELD EDUCATION PROGRAM

The natural and human history within North Carolina's Land of Water (NC LOW) is a product of the continual interplay of the geological, ecological, and human processes operating in this dynamic land and water network. Northeastern NC's coastal system is a complex set of interdependent ecosystems dominated by changes resulting from ongoing processes of sea-level rise and recurrent, high-energy storms. These energetic processes of change have molded North Carolina's human history, continue to significantly impact the present culture, and will have a heavy imprint on our future coastal culture and economy. Thus, the "Rivers to Sounds" Field Education Program reflects a water-based, environmental history of a small coastal region through millennia of coastal system change and evolution with a substantial cultural over-print on the landscapes, their ecosystems, and natural dynamics (Figure 1).

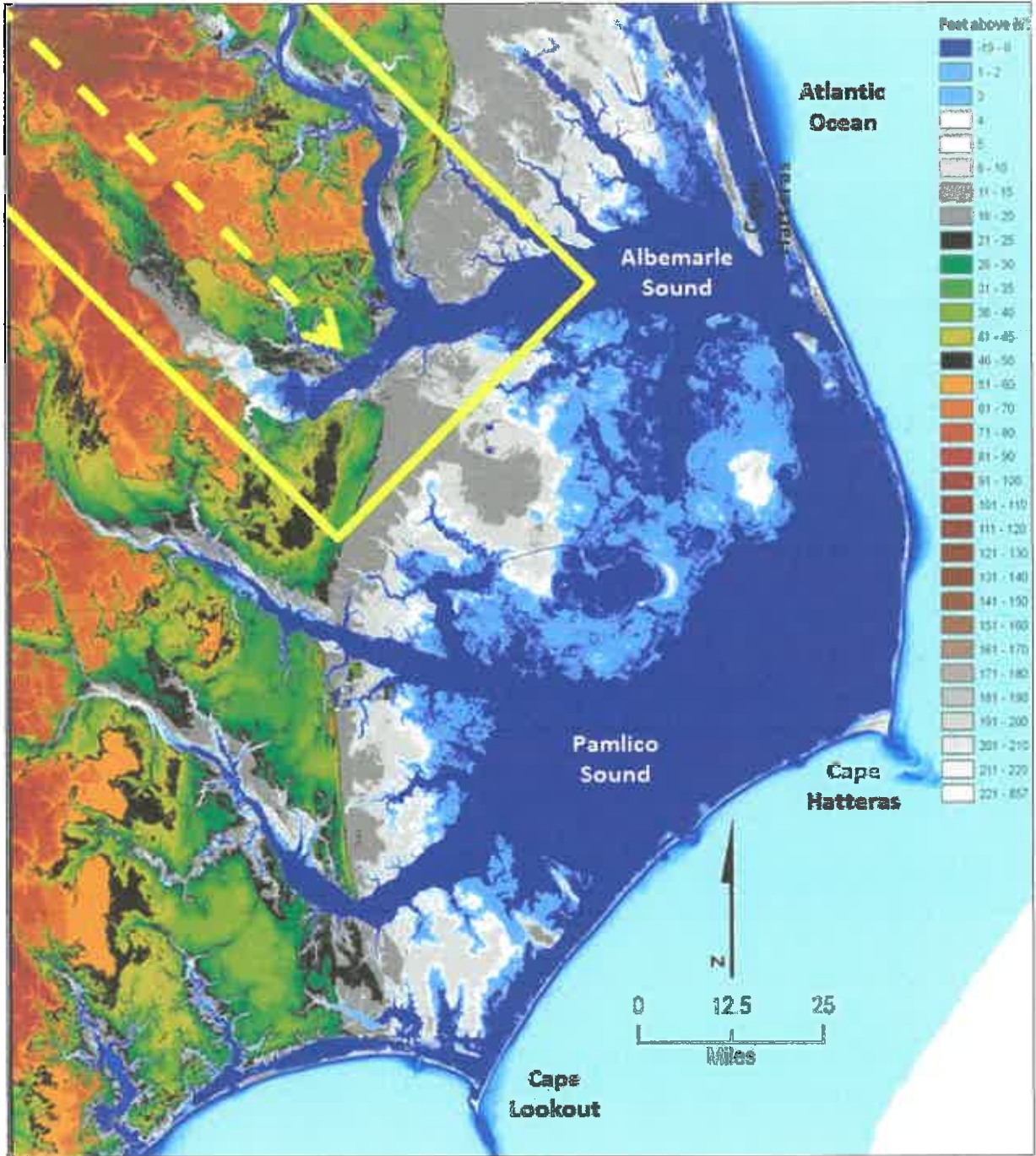


*FIGURE 1. Google Earth satellite image shows the regional program that integrates the Bertie County Recreational Center and the proposed "Rivers to Sounds" Educational Program on the NC State Parks Salmon Creek Natural Area.*

Small towns in North Carolina's Land of Water are hard-pressed to create new economic opportunities. Today they face major challenges that include destructive floods, rising sea level, loss of jobs, population declines, high poverty rates, and crumbling infrastructure. In an effort to stimulate new economic opportunities, NC LOW's strategy is to focus on the natural resources and cultural history from a field oriented educational program as a means of diversifying the rural economy while minimizing the stifling impact of flooding and drought. NC LOW brings this vision to the Bertie County region with the expectation of improving the local quality of life through sustainable economic development that enhances and protects the environment and culture of the region.

Bertie County is water-bound by a complex of different kinds of drainage systems encircling three sides of the county and dissecting it through the interior (Figure 2). The great Roanoke River forms the entire western and southern boundary, while the waters of Albemarle Sound and the Chowan River are embayed estuaries that form the southeastern and entire eastern boundary, respectively. The interior of Bertie County is dominated by the dendritic valley of the Cashie River and its upstream tributary network and downstream inputs from Roquist and Wadling Place creeks. Several smaller and incised, black-water tributary streams flow into Albemarle Sound and include the Salmon, Black Walnut, and Cashoke creeks. The high, east-facing bluffs of the Wicomoco and Talbot Terraces contain numerous small, steep, and deeply incised ravines. These are ephemeral drainages characterized by small delta plains and cypress headlands where they discharge into the Chowan River and Albemarle Sound.

Bertie County's unique and world-class water system represents a diverse and intertwined character of natural resources and cultural history that provides the framework for the "Rivers to Sounds" Field Education Program. Utilizing the natural classroom that already surrounds us in our backyard is essential to grow an educated citizenry, maintain a healthy environment, and to cultivate and train our youth for new career opportunities within the Bertie region landscape and waterscape. An important goal is to realize the advantages of a sustainable environment and balancing economic revitalization with the **3-Ps (preservation, protection, and presentation)** for the broader Bertie regions natural resources and cultural history.



*FIGURE 2. A color topography map shows the northeastern North Carolina Coastal Plain, the Bertie Peninsula (yellow box), the Bertie Peninsula (yellow dashed arrow), and associated water bodies. Topographic data are from the NC 2015 LiDAR program.*



The Bertie County Board of Commissioners set its strategic goals for economic development beginning in 2014 that included 1) public recreational access to the boundary waters of the County and 2) promotion of eco-tourism. The County's governing body supported these economic development priorities and invested county funds to match a \$500,000 grant from NC Parks and Recreation Trust Fund to acquire the 147 acre tract on Albemarle Sound locally known as the "Tall Glass of Water" project.

Efforts by the two elected bodies (Town Board of Windsor and Bertie Board of Commissioners) demonstrate the vision and willingness to work collaboratively on a regional basis. In addition, the NC Partnership for the Sounds, NC Coastal Land Trust, NC Clean Water Trust Fund, and NC Land of Water have all cooperated with and been major supporters of this vision. One result is acquisition of the Salmon Creek Natural Area (995 acres) and the Bal Gra tract (300 acres), along with the county's land (147 acres), to establish the anchor location on the nose of the Bertie Peninsula. This 1,442 acre integrated education and recreation facilities at the confluence of Albemarle Sound, Chowan River Estuary, Salmon Creek, and the Roanoke-Cashie River systems will become a crown jewel in the regions waterscape system.

In order to realize this dream, the Bertie County leadership and her many towns, businesses, and citizenry must work in unison to support a totally integrated approach to defining its educational and recreational future. This will require public buy in, developing public/private partnerships, forming appropriate organizing committees. A critical component will be the acquisition of key personnel to oversee the various citizen committees, to define and prioritize the steps forward, to secure necessary funding, and to manage the program implementation. If Bertie County can build and market a significant program around its "world-class" natural and cultural resources, people will come. Whether they come to expand their minds or to recreate with dramatic experiences concerning the local natural environment or cultural history, they will need great educators, knowledgeable guides, quality outfitters, unique places to stay, and a variety of good eating experiences. These represent whole new industries with the potential of many new small businesses and associated jobs in the region.

It's all about the **three W's (Water, Wildlife, and Wildness)**. Together they create a beautiful destination for natural resource and cultural history education and recreation for a small coastal system within northeastern North Carolina. We can become a major part of the national movement to make sure that "**NO CHILD IS LEFT INSIDE**".

## THE BERTIE COUNTY REGION

The Bertie Peninsula is a long and broad finger of land that extends southeast from the Virginia-North Carolina border into the Albemarle Sound (Figure 2). The peninsula is bounded by the Roanoke River system along the southwest and south shores and the Chowan River system along the east shore. The lower portions of both river valleys are being flooded by the ongoing processes of rising sea level to produce the Albemarle Sound and Chowan River estuaries, respectively. The Bertie Peninsula contains a descending scale of ever smaller tributary drainage basins that flow into the larger Roanoke and Chowan trunk rivers to form the “Bertie Water Crescent”. These smaller drainage systems range from mid-scale Cashie River and Salmon Creek to the small-scale of Black Walnut and Cashoke swamps, and the very small, ephemeral streams that form steep ravines riming the highland bluffs. Thus, the “Bertie Water Crescent” is a complex of different kinds of water drainage systems that are like a series of living organisms, continually interacting with each other and forming a diverse system of associated landscapes and complex eco-systems. Additionally, each of these waterscape and landscape components continuously respond to changing atmospheric dynamics of storm events with their extremes of wind and rain. This dramatic setting of natural resources defines Bertie County with a world-class water system that determined the long and rich, multi-cultural history of human occupation.

Bertie County is blessed with a treasure trove of natural resources consisting of a diverse waterscape that has dissected a unique landscape. The northern portion is a high terrace (45 to 90 plus feet above sea level) where the towns of Roxobel, Kelford, Lewiston-Woodville, Aulander, Powellsville, and Askewville are located (Figure 2). This upper terrace also forms the interstream divide between the south-flowing drainage system of Bertie County and the north-flowing drainage that dominates Hertford County and has been truncated on the east by the Chowan River estuary forming the north-south oriented, high shoreline bluffs. The Cashie River system lies totally within the boundaries of Bertie County with its headwaters incised into the uplands of the upper terrace. The Cashie River flows down slope onto an intermediate terrace (elevations of 20 to 45 feet above sea level) where most of the town of Windsor is located. South of Windsor, the Cashie River is at sea level resulting in a broad, meandering channel with a wide swamp-forest floodplain that flows into the Roanoke River. The entire western and southern portion of Bertie County is low (0 to 20 feet above sea level) and consists of a series of paleo-braid plains and the primary floodplain of the Roanoke River that empties into the estuarine waters of Bachelor Bay at the western end of Albemarle Sound. Albemarle Sound formed as modern sea level rose and flooded the eastern portion of the Paleo-Roanoke River valley.

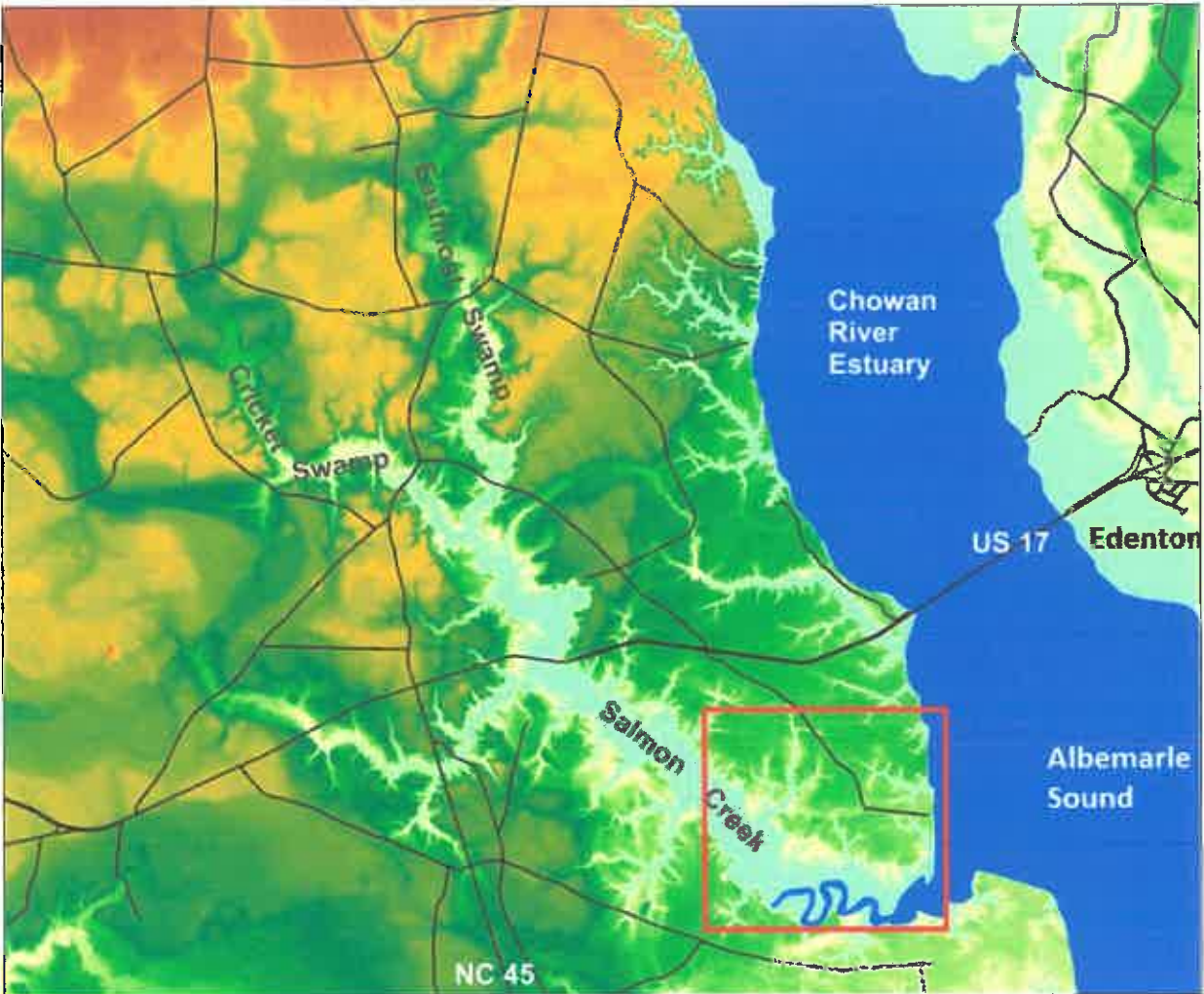
North Carolina ranks as the 6th most visited state in the U. S. The state’s scenic beauty, rich cultural history, vibrant cities, and quaint villages make it an ideal destination. Previously left out of this economic equation are many of the rural communities of eastern North Carolina. However, many communities throughout NC are now seeking ways to create new economic opportunities to mitigate a number of challenges including loss of jobs, population decline, high poverty rates, empty buildings, and crumbling infrastructure.

### NC STATE PARK’S SALMON CREEK NATURAL AREA

As one approaches the Salmon Creek site through the upper agricultural fields, the most striking image is the “century oak” (Figure 3) standing prominently in the middle of the field where it waits patiently to tell its many stories. The Salmon Creek Natural Area is an important historic site with an extensive history of occupation by both Native Americans and early colonial settlers. The Salmon Creek Water Hub has an extensive upland area on the flat Talbot Terrace that is presently in agriculture and piney woods. Salmon Creek is a black-water stream incised into the Talbot Terrace and is today at sea level and thus, is a slow flowing stream (Figure 4). The property has two segments (~0.8 miles) of eastern shoreline along the western end of Albemarle Sound (Figure 5). The southern and western property boundary consists of a 3.5 mile section of highly meandering Salmon Creek and its broad floodplain swamp forest (Figure 5).



*FIGURE 3. Two seasons of the “Century Oak” located in the open farm fields and stands as a monument for the history of land and its inhabitants.*



**FIGURE 4.** A color topography map shows the regional location of the Salmon Creek Water Hub (red box). The orange colored portion of the map is the flat-lying Wicomoco Terrace (from about 40-50 foot elevations) that is being dissected by the many stream valleys (light blue) including Salmon Creek. The green colored region between the orange and light blue is the flat-lying surface of the Talbot Terrace (from about 20-40 foot elevations).



**FIGURE 5.** A Google Earth image shows the properties that constitute the Salmon Creek Water Hub including the 147 acre Bertie County Recreation Center and the two land area acquired by the NC Coastal Land Trust, now owned by NC's State Parks as Salmon Creek Natural Area. The southern property boundary is along the middle of Salmon Creek. The red stars indicate the potential put ins/take outs for a black-water kayak trail from Hwy 17 to Albemarle Sound.

#### **Assets for the Salmon Creek Natural Area**

1. A unique geologic upland setting with diverse eco-systems is surrounded by the confluence of four very different water bodies, each characterized by unique water chemistry, fauna and flora, and flow dynamics (Figure 4).
2. There is about 3.5 miles of land that borders the northeast side of the floodplain swamp forest and black-waters of the meandering Salmon Creek (Figure 5).
3. About 0.3 miles of Albemarle Sound waterfront consist mostly of swamp forest with its drowned cypress fringe and small area of barrier sand beach extending southwards into the mouth of Salmon Creek (Figure 6).

4. Just inside of the mouth of Salmon Creek is a heavy duty dock that needs new planking, but is generally in good shape and is an important existing resource that can be put to work in the near future (Figure 7).
5. A critical resource is the archeological history that exists on this key piece of property. There is a rich Native American history, as well as early European history that resulted from extensive archeological digs and studies by the First Colony Foundation and numerous other groups and historians.
6. On the south side of the four-lane Hwy US 17 where it crosses over Salmon Creek, there is a private and unimproved small boat launch area. With some work this could be developed into an improved public facility to provide many miles of black-water kayaking in Salmon Creek (Figure 4).
7. The addition of the Bal Gra (300 acre waterfront property) to the Salmon Creek Natural Area is the connector between the NC State Parks property and the Bertie County Recreation Center (Figure 4).
8. This adds a unique opportunity to restore a completely cut over landscape with a native biota for future generations.
9. The ~0.5 miles of beach, bluffs, perimeter land strip, and associated ravines are all a “significant natural area that represents a major contrast to the recently harvested timber land.



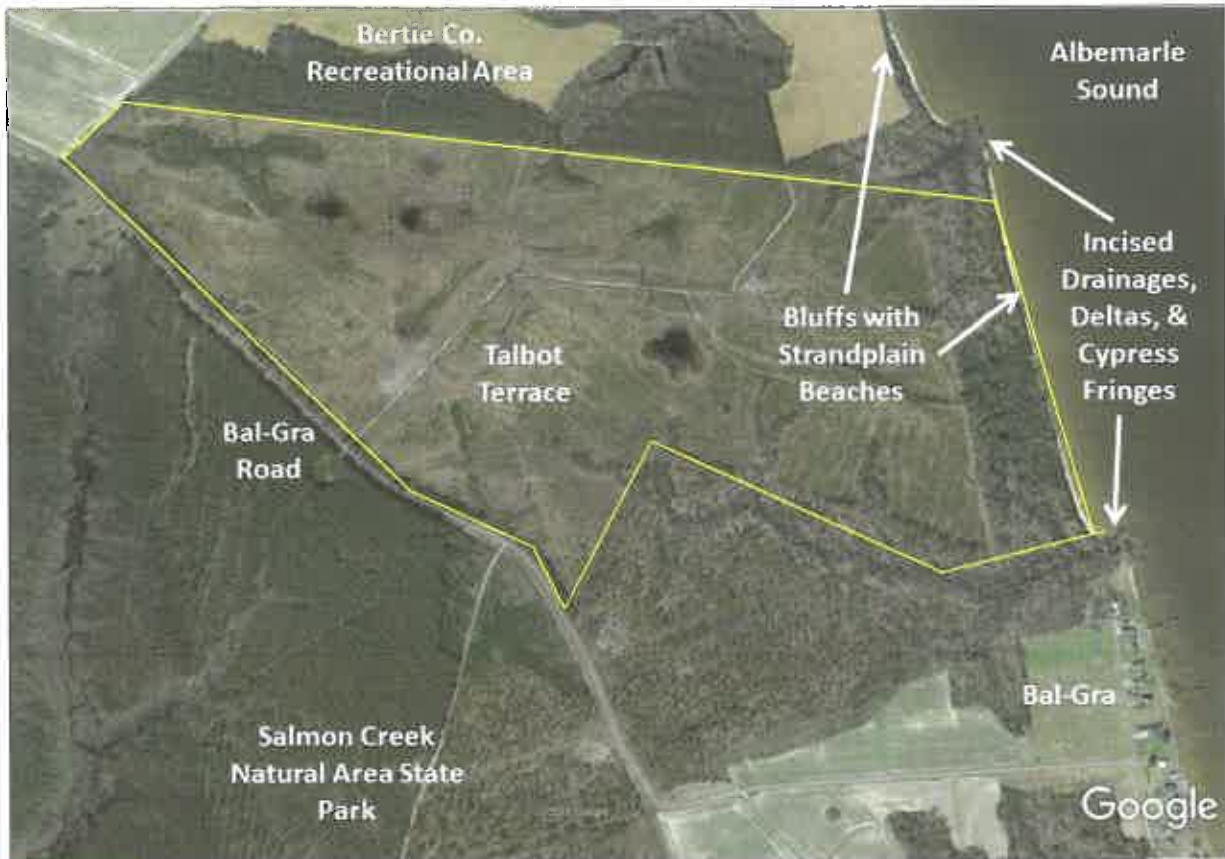
*FIGURE 6. Left panel is the waterfront along the western end of Albemarle Sound with both swamp forest and sandy strand-plain beach shorelines. Right panel shows the low-energy floodplain shoreline of the black-water Salmon Creek.*



*FIGURE 7. Left panel is looking east from the heavy duty dock located within the semi-protected waters at the mouth of Salmon Creek down the length of Albemarle Sound. Right panel is looking west up the Salmon Creek with the installation of a water-level recorder to monitor storm events.*

**Bal Gra Portion of the Salmon Creek Natural Area**

The 300 acre Bal Gra property (Figure 8) is a critical connector between the Bertie County 147 acre Recreational Center and the NC State Parks 995 acre Salmon Creek Natural Area. Bal Gra has recently been acquired by the NC Coastal Land Trust and will soon be turned over to the NC State Parks as part of the Salmon Creek Natural Area. Much of the upland area has recently been clear-cut (Figure 8) and is now covered with small pines and scrub/shrub. Only the coastal fringe west of the Albemarle shoreline and very small ravines retain a natural forest. The property is mostly an upland portion of the Talbot Terrace which extends east to the Albemarle shoreline where it forms an eroding bluff. The Albemarle shoreline is very straight with a very narrow sand strand-plain beach in front of the eroding bluff and is bounded on both the north and south by a small ravine and associated delta flat and cypress fringe (Figure 6A). The Bal Gra site has about 1/2 mile of east-facing estuarine shoreline that is directly at the confluence of the west end of Albemarle Sound and the Chowan River estuaries. The eroding bluff is the supply source for all the sand on the sandy beaches.

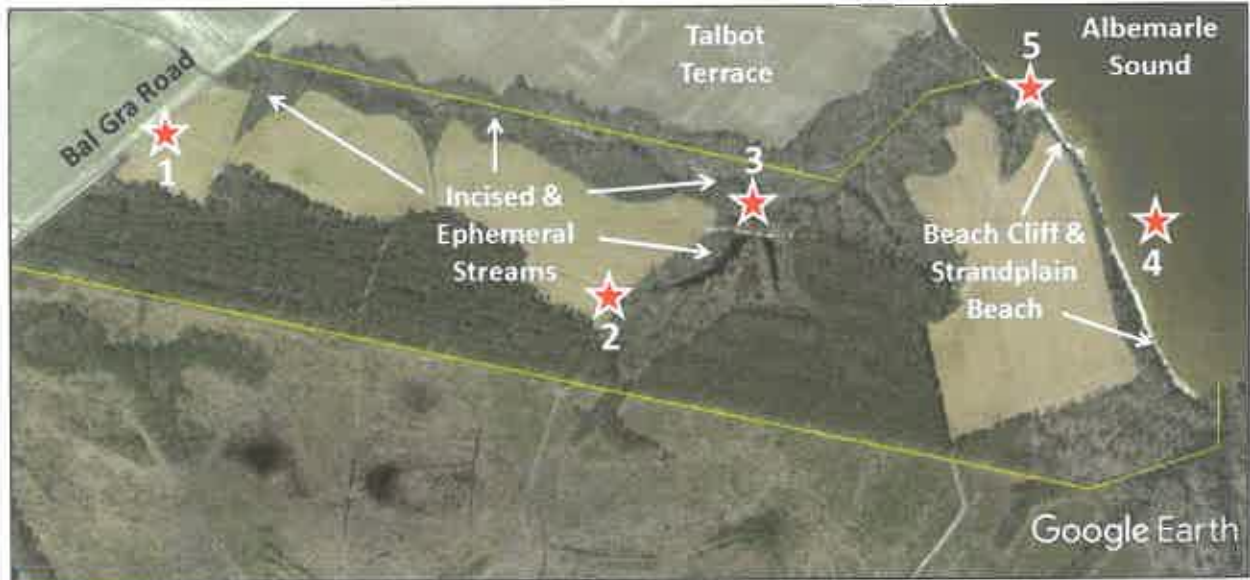


**FIGURE 8.** A Google Earth image shows the potential 300 acre site that would connect the Bertie County “Tall Glass of Water” with the NC State Parks “Salmon Creek Natural Area”.

### **BERTIE COUNTY’S RECREATION CENTER**

This 147 acre piece of water-front property (Figure 9) was purchased by Bertie County in 2017 to provide its citizens with a water-front for many different types of aquatic opportunities and adjacent land for recreational activities. The major portion of this land is an upland portion of the flat Talbot Terrace and consists of mixed agriculture and pine plantation. The northern boundary is a small ravine formed by an incised ephemeral stream that is heavily wooded with a dam across an even smaller tributary stream. Where this incised stream discharges into Albemarle Sound there is a series of drowned cypress trees that originally grew in the floodplain of the stream; now with rising sea level the drowned trees form a natural buffer that semi-protects that shoreline segment from severe erosion. Most of the eastern park boundary is an eroding bluff of the flat Talbot Terrace along the western edge of Albemarle Sound. Erosion of the bluff is essential to provide sand for the narrow sandy strand-plain beach (Figure 10). The western access point to the property is on a dirt farm road off the Bal Gra Road (NC 1501).





**FIGURE 9.** A Google Earth image shows the 147 acre land acquired by Bertie County as a regional Recreation Center. Notice the extent of the Albemarle shoreline and mixed open field and pine forest nature of the property.



**FIGURE 10.** Photographs show the Albemarle shoreline with mixed areas of swamp forest and drowned cypress trees surviving in the water and the important sandy beaches. The source of the beach sand comes directly from the active erosion of the Talbot Terrace bluff that is shown in the right panel.

The recreational opportunities for the Bertie region are vast and varied ranging from summer swimming (Figure 11) to winter seafood boils or BBQ pig-pickings (Figure 12). Other activities range from land-based activities such as hiking, biking, star gazing, and birding, to water-based boating and kayaking, and from primitive to RV camping.



**FIGURE 11.** Photographs show the Albemarle Sound beach being used for swimming, kayaking, paddle-boarding, and just enjoying access to the water.



**FIGURE 12.** A down-easter oyster roast or BBQ on cold winter days brings people together to enjoy the natural resources of coastal North Carolina.



A-4



## 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

JOHN TRENT, Chairman  
GREG ATKINS, Vice Chairman  
RONALD WESSON  
ERNESTINE (BYRD) BAZEMORE  
TAMMY A. LEE

### RESOLUTION IN SUPPORT OF THE 2<sup>ND</sup> AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES OF AMERICA

**WHEREAS**, the Constitution of the United States is the Supreme Law of our nation; and

**WHEREAS**, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right to keep and bear arms shall not be infringed;" and

**WHEREAS**, the right to bear arms is necessary for self-defense, the defense of others including family members, the protection of individual liberty and for the preservation of our United States Constitution: and

**WHEREAS**, the Bertie County Board of Commissioners wishes to express its deep commitment to protecting Bertie County citizens Second Amendment Rights; and

**WHEREAS**, the Bertie County Board of Commissioners wishes to express opposition to any law, regulation or any other act that would infringe on the Second Amendment Rights of Bertie County citizens; and

**WHEREAS**, the Bertie County Board of Commissioners express its intent for Bertie County to stand as a **Constitutional Rights Protection County** for the Second Amendment Rights by opposing any efforts by any entity to restrict these Rights. Opposition will include any means available under the U.S. Constitution and the laws of North Carolina including the withholding of funds, direction of County employees, legal action and other means as deemed necessary and legal

**WHEREAS**, the Bertie County Board of Commissioners implores the North Carolina Legislatures and the United States Congress to preserve, uphold and protect the rights of all citizens to keep and bear arms under the United States Constitution and further implores the North Carolina Legislature and the United States Congress to reject any provision, law or regulation that may infringe, have the tendency to infringe or place any additional burdens on the right of law-abiding citizens to bear arms

**NOW THEREFORE BE IT RESOLVED** that Bertie County Government will not authorize or appropriate government funds, resources, employees, agencies, contractors, buildings or offices for the purpose of enforcing or assisting in gun confiscation or other restrictions that infringe on

the right to keep and bear arms by law-abiding citizens as expressed in the Second Amendment to the United States Constitution

**BE IT FURTHER RESOLVED** Bertie County Government shall utilize all legal means necessary to protect the Second Amendment Rights of the Bertie County citizens including, but not limited to, legal action.

Adopted this the 10th day of February, 2020 by the Bertie County Board of Commissioners,

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Ronald Wesson, Chairman

---

Tammy Lee, Vice Chair

---

John Trent

---

Ernestine Bazemore

---

Greg Atkins



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** February 10, 2020

**SECTION:** Board Appointments

**DEPARTMENT:** Governing Body

**TOPICS:**

1. Nursing Home/Adult Care Advisory Council

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion and appointments needed.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Discussion and appointments needed.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

**Nursing Home/Adult Care Advisory Council**

**Immediate Vacancies:** 3

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
Nursing Home/Adult Care Advisory Council	2 years	Caroline Young (Askew)	--	--

**Special requirements:** N/A

**Notes:** Application has been received.

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

**Applications Received:**

1 – Caroline Young (Askew)

**Current Members (unexpired):**

1. Clara Barrow
2. Dr. Susia Smallwood
3. Michael Askew
4. James S. Pugh
5. Anthony Peele



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

Name: Caroline Young (Askew)

Home Phone Number 252 356 2800 Mobile: 917 363 0456

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

Email Address: Prncapplecm@aol.com

Home Address: 103 ASKEW ST COLERAIN NC 27924

Mailing Address: P O BOX 172 COLERAIN NC 27924

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

How long have you been a full-time resident of Bertie County? 17 years

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

County Commissioner District: \_\_\_\_\_

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

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

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

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

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

1. Navy Home Community Advisory Committee
2. \_\_\_\_\_
4. \_\_\_\_\_

Qualification for specific category: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

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

I would like service on the board of nursing home to make sure the patients get the bill of rights & get treated fairly

Do you have any delinquent Bertie County taxes? \_\_\_ Yes  No

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

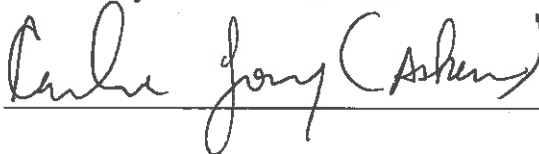
I would like to be on Nursing Home Community Advisory Committee

Seniors need someone to make sure their rights are protected  
I am a senior education Highschool + some College

Also I would like to sit on where my husband decease Melon Asken spot

**CODE OF ETHICS**

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

Date: 11/12/2019 Applicant's Signature: 

Return application to:

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

Note:

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

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

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

FOR OFFICE USE ONLY

Date Received: 12/9/19

Received By: 



# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** February 10, 2020

**SECTION:** Consent (C-1 to C-4)

**DEPARTMENT:** Governing Body

**TOPICS:**

1. Approve Minutes for 1-6-20 Regular Session & Closed Session, 1-22-20 Work Session
2. Approve Register of Deeds Fees Report – January 2020
3. Budget Amendments
  - a. Crisis Intervention Funds Received
  - b. Low-Income Home Energy Assistance Funds Received
  - c. Juvenile Crime Prevention Council Funds Received
4. Tax Release Journal – December 2019

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

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

**ATTACHMENTS:** Yes, see each particular agenda item.

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



C-1

**Windsor, North Carolina**  
**January 6, 2020**  
**REGULAR MEETING**

The Bertie County Board of Commissioners met for its regularly scheduled meeting today inside the Board of Commissioners Room, 106 Dundee Street, Windsor. The following members were present or absent:

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

Absent: None

Staff Present: Interim County Manager Juan Vaughan, II.  
Assistant County Attorney Jonathan Huddleston  
Clerk to the Board Sarah Tinkham  
Finance Officer William Roberson  
Economic Development Director Steve Biggs  
Planning & Inspections Director Traci White  
Building Codes Inspector Chris Surgeon  
Cooperative Extension Director Billy Barrow  
TGOW Project Consultant Robin Payne  
Tax Administrator Jodie Rhea  
Water Superintendent Ricky Spivey  
ABC Store General Manager Clint Freeman  
Administrative Assistant Sheila Powell

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

**CALL TO ORDER**

Chair Wesson called the meeting to order.

## **INVOCATION/PLEDGE OF ALLEGIANCE**

Chair Wesson gave the Invocation/Pledge of Allegiance.

## **PUBLIC COMMENTS**

There were no public comments at this time.

## **APPOINTMENTS & REPORTS**

### **2020 Crossroads/annual progress edition by Media Specialist at Roanoke-Chowan Publications, Anna Phipps**

Anna Phipps of Roanoke-Chowan Publications was present to discuss the 2020 Crossroads edition. She inquired if the Board was interested in keeping the same ad spot on page 3 of the edition.

The price of the ad would remain at \$1,550 which is consistent with the 2019 Crossroads edition.

This year's theme for the Crossroads edition is "2020 Vision – looking forward."

After a short discussion, Commissioner Trent made a **MOTION** to move forward with a 2020 Crossroads Edition ad on pg. 3 in the amount of \$1,550. Vice Chair Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **Hurricane Matthew recovery and grant update by Chris Hilbert of Holland Consulting Planners**

Chris Hilbert of Holland Consulting Planners was present to discuss the Hurricane Matthew Recovery programs including the Hazard Mitigation program.

Initial funding for this program was \$6 million, and a total of 45 homeowners are being assisted with acquisitions, relocations, etc. Thirty of those homes have been acquired, and 12 of those have been demolished. Seventeen additional would be demolished as well within the next three (3) months.

Owner relocations have been funded and completed, and recently four (4) new evaluations have been approved. Those are moving forward as planned.

FEMA funding is forthcoming from the State to continue forward with additional plans for some historic homes which has presented a different set of challenges. Once grant agreements are secured, contract work can begin.

Vice Chair Lee thanked Mr. Hilbert for all of his and his firms' work on these projects, and she credit Holland Consulting Planners really allowed the County to be ahead of the curve for these homeowners which was extremely appreciated.

There was a short discussion regarding the grant funding that is still on the way to the County to cover expenses already incurred.

Mr. Hilbert noted that there is a Resolution of Termination on the Board's agenda tonight for the NCORR and CDBG-DR programs. He answered several questions from Chair Wesson about his feelings on turning things over to the State, and if that's the best solution for Bertie County.

### **ABC Board audit findings by ABC Board member, Michael Freeman**

At this time, ABC Board Chairman, Michael Freeman came forward to present the latest audit for the Bertie County ABC Board.

He briefly reviewed the audit and copies were made available to the Board.

Reported sales as of June 30, 2019 were \$860,924 which is an increase from June 30, 2018's audit report was \$801,617.

It was noted that the cost of liquor, operational expenses, and IT costs had increased, and this does present additional challenges that will be more apparent during next year's audit.

Education efforts were also discussed, and the ABC Board received praise for the work that they do with the Bertie County Public School System. These educational efforts are becoming more and more popular in other counties where our County is used as a model.

### **BOARD APPOINTMENTS**

#### **FYI – most recent Board vacancy advertisement**

The Board reviewed the latest Board vacancy ad. There was no action needed for this item.

Chair Wesson reviewed the vacancy ad and discussed the Board's policy adopted in 2013. This policy allows for anyone interested to apply and be considered for a board, council, or commission.

## CONSENT AGENDA

1. **Approve Minutes for Regular Session 12-2-19, 10-29-19**
2. **Approve Register of Deeds Fees Report – December 2019**
3. **Tax Release Journal – November 2019**

Commissioner Bazemore made a **MOTION** to approve Consent Items #1-3 as presented. Vice Chair Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

4. **Approve sealed bid recently received for foreclosed property located at 532 Woodard Road – accept advertising for 10-day upset bid per NCGS 45-21.27(a)**

The Board considered the sealed bid, but after some discussion, Commissioner Trent made a **MOTION** to reject the bid. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

5. **Resolution of termination agreement with NCORR, CDBG-DR program per recommendation from Holland Consulting Planners**

Commissioner Trent made a **MOTION** to approve the Resolution of Termination Agreement as needed for the NCORR, CDBG-DR program. Vice Chair Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

## DISCUSSION

1. **Budget Amendments by Finance Director William Roberson**

Finance Director, William Roberson, presented all needed Budget Amendments, and fielded questions from the Board as necessary. He also noted that he planned to present a small snapshot of what the Board could face during the FY2020-2021 budget cycle.



## **2. Human Resources Update by Human Resources/Risk Management Director Cortney Ward**

Human Resources Director, Cortney Ward, brought forth drafts of several forms related to staff performance evaluations and incident reporting. These forms would be completed by those in supervisory roles and submitted to Human Resources for each respective employees' Personnel file.

No action was needed on this item.

Mrs. Ward also noted several other projects she is currently working on which include a massive update of the County's Personnel policy, an update to the County's organizational chart, and how to address salary compression among all departments.

## **3. Cooperative Extension Request for County to Increase Contribution by Cooperative Extension Director Billy Barrow**

Cooperative Extension Director, Billy Barrow, first noted the recent passing of Deidre Goines, a beloved member of the Bertie County Cooperative Extension team.

He also summarized a letter recently received from Dr. Rosalind Dale, Associate Dean and Extension Administrator with NC A&T and NC State University. The letter details that due to "tight budgets on the state and federal levels," it is their belief that the best way for local areas to continue providing valuable programs for adults and youth, a cost share system was being encouraged across the State.

The letter stated that "this [cost sharing] truly shares the responsibility for local Extension positions between the counties that benefit from local staff and the university that supports them with research-based knowledge."

This could be phased in over the next three years.

No decision was needed from the Board tonight. This item will be included in upcoming budget deliberations for FY2020-2021.

#### **4. Revaluation & Tax Collection Rate Update by Tax Administrator Jodie Rhea**

Tax Administrator, Jodie Rhea, was present to provide a brief update to the Board about the 2020 Revaluation & current tax collection rate.

Mr. Rhea noted that there was a good chance that citizens would see a “moderate increase” in their property values, but final numbers have not yet been submitted by the revaluation team.

Closing out of December 2019 is still underway, but it was expected to see a 74% rate of collections.

#### **5. Fire Prevention Code Enforcement Update by Building Inspector Chris Surgeon**

Building Inspector, Chris Surgeon, provided a brief report to the Board regarding the County’s new handling of fire inspections which is required under NC Building Codes.

A total of 300 inspections have been completed, and the currently contracted Fire Inspector, John Rawls, averages 60 hours per week at \$50 per hour.

Vice Chair Lee inquired how long it would be before Mr. Surgeon had the proper qualifications to complete these inspections on his own without the help of a contacted employee.

Mr. Surgeon noted that he is completing his coursework as quickly as allowed by the State, but that manpower will always be an issue, and that the County is so large and really does require more inspectors. He felt that John Rawls, or someone with similar background and experience, would still be needed.

There was some discussion about how businesses are inspected, and if this was done in any particular order and what criteria is considered.

Mr. Surgeon noted that “higher risk occupancies like event spaces” in and around the Windsor area first. County buildings were also first up on the list to ensure that our own buildings are in compliance.

Soon, Perdue Farms and AVOCA, and others, will be addressed since they are higher occupancy.

Planning & Inspections Director, Traci White, noted that this item has been discussed at length in her office, and that they were open to the Board’s thoughts if they needed to make a change.

Commissioners Bazemore and Atkins wanted to ensure that inspections are equitable for all, and were handled with respect and intent to assist those from being non-compliant to compliant.

## **6. Discuss rescheduling the February 3<sup>rd</sup> regular meeting in Powellsville**

Due to a scheduling conflict, the Board noted a change in their regular meeting schedule as it related to the February community meeting in Powellsville. A new date of February 10<sup>th</sup> was chosen instead of February 3<sup>rd</sup>.

The Clerk to the Board was instructed to notify the Town of Powellsville and ensure that this date works for them.

### **Junior Commissioners' Reports**

#### **Qudre Joyner**

Junior Commissioner, Mr. Joyner, commended the Cooperative Extension Office for all of the hard work that they put into every single program offered to citizens of Bertie.

He also noted that he would be in attendance at the Tall Glass of Water Input Committee tomorrow, January 7<sup>th</sup>.

#### **Jahkia Basnight**

Ms. Basnight inquired if there were any updates about the recently submitted petition to make the Creekside Subdivision a State road.

There were no updates to report at this time.

## **Commissioners' Reports**

### **Commissioner John Trent**

Commissioner Trent noted how well VINES did in their recent architectural firm presentation, and that they were selected to complete the planning phase of this project.

He also discussed the PARTF grant deadline coming up this spring which will be the primary source of funding for the development of the TGOW site.

Chair Wesson noted that these meetings are open to the public to attend.

### **Commissioner Ernestine Bazemore**

Commissioner Bazemore discussed a grant opportunity for the County to possibly receive funds for repair costs related to public safety vehicles and front-end vehicle damage due to collision.

She also noted that it was almost time for 2020 CENSUS, and that the County needs passionate CENSUS advocates in each community to push this forward so all citizens of the County are counted as these numbers are considered when the County is being considered for grant opportunities.

She announced that the County will have a quarter-cent sales tax initiative on the ballot again this year. A quarter of a penny added to the County sales tax would yield \$175,000 for school system supplements.

On another note, she announced that she had recently been appointed by the Governor to the Roanoke-Chowan Community College Board of Trustees. She will be taking the oath in the very near future.

She expressed concern about the Blue Jay Recreation Park not being completed. She noted that this project was the top priority of the Board for a couple of years, yet the project still has not been made completed. She emphasized that the project should be reprioritized so that it can be completed as soon as possible.

Lastly, she invited all of those present to attend the Martin Luther King Jr. parade here in Windsor on January 20<sup>th</sup> at noon.

### **Commissioner Tammy Lee**

Vice Chair Tammy Lee asked that the quarter cent sales tax initiative be addressed at an upcoming work session, and that a strategy be put into place to get the initiative passed.

She also invited all of those present to the Tri-County Airport Authority groundbreaking event on Wednesday, January 15 at 11:30AM at the Tri-County Airport in Woodland. The project is being funded by NC DOT Aviation.

### **Commissioner Greg Atkins**

Commissioner Atkins gave no remarks at this time.

### **Chairman Ronald Wesson**

A new organization will be relocated to Bertie County this month called Carolina Rebuilders Ministry. On Monday, January 20<sup>th</sup>, this group (in partnership with several other groups) will be participating in a “day of service” completing 6-8 small repair projects for homeowners in need. The group completes small to large scale projects, for free, because of a grant secured from the Duke Endowment.

All were encouraged to participate.

Chairman Wesson also apologized to citizens about the inconveniences that citizens have suffered at the local convenience sites especially over the Christmas/New Years holidays. It was requested of Interim County Manager Vaughan to invite Republic Services forward to present a corrective action plan to address the many concerns being expressed to Board members.

Lastly, he announced his desire to see this Board adopt the NCACC President’s yearly initiative as their own which is middle income housing.

### **Interim County Manager’s Reports**

Interim County Manager Vaughan noted that Bertie County citizens should be ready and prepared to complete the 2020 CENSUS through the medium most accessible to them – online, on the phone, or via mail. That the information collected is reviewed in so many different ways when it comes to Economic Development, grant opportunities, and many other ways.

He emphasized that law enforcement agencies are not privy to this information.

He also noted that the quarter-cent sales tax initiative campaign will begin very soon, and noted for the public that this tax would not apply to groceries or gasoline including on what visitors to our County spend.

The Board was also reminded that the time was coming to receive Cooperative Extension's Report to the People. A date is forthcoming.

### **Assistant County Attorney's Reports**

Assistant County Attorney, Jonathan Huddleston, reported that the current draft of the lease is in the hands of Carolina Rebuilders Ministry. A new draft should be forthcoming.

He also noted that the Superior Court complaint had been drafted, and that he needed direction on whether or not to go ahead and file it with the Court, or to have the Board of Commissioners review it before it is filed. All Commissioners were fine with the immediate filing, however, Commissioner Bazemore did request to see the draft.

Lastly, he responded to requests about an ownership agreement for all artifacts found at the Tall Glass of Water site. That draft has been started, but is not yet ready for the Board's review.

### **Public Comments Continued**

Jamaal Summy, candidate for District Court Judge, came forward to introduce himself to the Board and citizens of Bertie County.

Robert Spivey of Windsor reported a sewer concern. Chair Wesson informed him that the County "is not in the sewer business," and that his concern would be better addressed by the Town of Windsor.

James Pugh of Lewiston-Woodville noted that he had a guest in town today who he convinced to stay for tonight's meeting.

Michael Freeman, Chair of the ABC Board, reminded the Board that he would need a Closed Session with the Board in relation to Economic Development. He also noted to all citizens present the photo identification is now no longer required for the March primary.

At this time, Chair Wesson entertained a motion for a brief Closed Session. Commissioner Trent made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action

authorizing the payment of economic development expenditures, shall be taken in an open session. Vice Chair Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

**OPEN SESSION**

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

**ABC Board**

Commissioner Trent made a **MOTION** to approve the ABC Board's request allowing them to withhold \$12,000 of profit from last year to instead be used for capital outlay per the discussion just conducted in Closed Session. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

**ADJOURN**

Chair Wesson **ADJOURNED** the meeting at approximately 8:30pm.

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Ronald Wesson, Chairman

---

Sarah Tinkham, Clerk to the Board

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**Windsor, North Carolina**  
**January 22, 2020**  
**WORK SESSION**

The Bertie County Board of Commissioners met for a regularly scheduled **WORK SESSION** today inside the Board of Commissioners Room, 106 Dundee Street, Windsor. The following members were present or absent:

Present: Greg Atkins, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: Ronald “Ron” Wesson, I

Staff Present: Interim County Manager Juan Vaughan, II.  
Assistant County Attorney Jonathan Huddleston  
Clerk to the Board Sarah Tinkham

Sarah Stalls representing the Bertie Ledger-Advance were present from the media.

**CALL TO ORDER**

Vice Chair Lee called the meeting to order and acknowledged the passing of Chairman Ron Wesson’s mother, Nellie Ward Wesson. The Chairman is absent today as he is preparing the funeral arrangements with his family.

She called upon Commissioner Bazemore to give the invocation.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Bazemore gave the Invocation.

## **WORK SESSION**

### **“Housekeeping” related items for today’s work session**

Interim County Manager, Juan Vaughan, II, detailed several items included in the Board’s folders for today’s work session. He also summarized today’s agenda.

### **Rules, Procedures & Best Practices for the Board**

The Interim County Manager began discussions on the first agenda item regarding an open discussion for rules, procedures & best practices to adhere to as a Board. He also noted the chain of command that he would like the Board to follow in the event that there is a concern about a County Department Head.

His desire would be to have any related concerns about individual departments or department heads be reported to him first instead of reaching out to the department head directly.

He discussed several conversations he has recently had with Chair Wesson, and he was asked to note that the Chair was interested in additional transparency as it relates to all Board members being made aware of special project or grant meetings. He noted that in the past, meetings were scheduled for various reasons, but not all Board members were made aware.

Vice Chair Lee inquired if the “pet projects” each respective Board member participates in is included, and if there was anything that she needed to change about how she approaches these items with the Board.

Commissioner Bazemore discussed that she is sometimes guilty of “trying to fix everything” when becoming aware of a citizen concern, and reaching out to the Department Head directly. She stated that she would make all efforts to bring it to the Interim County Manager first in the future.

Vice Chair Lee mentioned that it was distracting for her during Board meetings to hear side conversations being conducted by fellow Board members. She asked that all Commissioners consider holding any questions or concerns until the end of a report during a regularly scheduled Board meeting.

### **Recommendations of next steps for County Manager and Assistant County Manager**

Interim County Manager Vaughan noted that he has served in an interim capacity since November 1<sup>st</sup>. He discussed that former County Manager, Scott Sauer, has served faithfully in his role as a Special Projects Consultant. It was noted that his contact ends on February 29<sup>th</sup>.

Mr. Vaughan discussed his recommendation for the Board to allow the contact to expire, and that he did not feel that it was necessary to extend it. However, he wanted to be sure to note that it is a Board decision.

He also mentioned that it was becoming increasingly more important to think ahead about a permanent County Manager, as well as the hiring of a new Assistant County Manager. There is always a steady need for extra hands, and Mr. Vaughan noted that he is ready to assist the Board with this process.

Commissioner Bazemore commended Mr. Vaughan for the job he has done since taking over as Interim County Manager, and that it was not an easy job to inherit. She also noted that it may not be a bad idea for the Board to consider keeping Mr. Sauer on to assist only with the Tall Glass of Water grant project.

Commissioner Trent echoed the same sentiments about the job Mr. Vaughan has been doing since moving into the Interim County Manager role.

Vice Chair Lee discussed the possibility of hiring a County Manager and an Assistant County Manager/Attorney or Grant Writer, and if Mr. Vaughan felt this would be a feasible, dual title.

Mr. Vaughan nodded that it would provide for a full plate, but that it was a very valid idea to consider.

On this note, Commissioner Atkins asked about the Finance Office in particular. He wanted to know if there was a plan in place in the event that the Finance Director, William Roberson, was no longer able to fulfill his duties.

Mr. Vaughan noted that “succession plans” were to be a topic of discussion at an upcoming Department Head meeting. It was his desire to hear from each department head about what they are doing to cross train someone in their department to perform the same duties, if ever needed.

The Board stated that they believed in cross training and planning in advance for the unexpected.

### **Bertie-Martin Regional Jail Facility Study – incorporation of Chowan County inmates & staff**

The Board moved forward with this topic on the agenda to allow the Project Consultant more time to arrive at today’s meeting. The Board had an excerpt from the August 5, 2019 meeting minutes available to review in their agenda packets.

Vice Chair Lee stated that she would like to see the Board move forward with this study along with Martin County even if it was purely for informational purposes. She noted that if the jail would need an additional wing, it is better to have the best information available in order to decide.

Commissioner Atkins noted that he did not agree with this initiative, and that from what he has seen, regional jails do not usually work in anyone’s favor.

Commissioner Trent noted that he has not yet formed an opinion on this project, and would not be ready to vote on the matter. He would like further information about the addition of Chowan

County inmates, and that even if the County agreed to partly fund the feasibility study, that it was not a firm commitment from Bertie to accept Chowan's additional inmate. He did not want Chowan to be under the impression that the \$24,917 they would commit to the feasibility study would also be Bertie's approval to move forward with taking on Chowan County inmates despite the results of the study.

There was a lengthy discussion where each Commissioner discussed this point in particular, and that respective Boards and County Managers to work out before coming to a final decision.

There was a consensus for the Interim County Manager to confer with the Martin and Chowan County Managers to discuss this matter, and the expectations each respective entity may have about the project.

### **Board Appointments**

Commissioner Trent made a **MOTION** to appoint James Peele to the CADA Board. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Trent made a **MOTION** to appoint Dr. Chris Cordon to the CADA Board. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Trent made a **MOTION** to reappoint DiAnne Bazemore to the Bertie-Martin Regional Jail Board. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Atkins made a **MOTION** to appoint Elizabeth Huff to the Bertie County Public Library Board. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

At approximately, 10:53 am, the Board took a brief, 5-minute recess.

### **Update from Project Consultant Scott Sauer**

Throughout his update, Mr. Sauer referred to a number of items that he submitted to the Interim County Manager. The list is included:

- 1) NC Department of Commerce 2020 Tier Designations & Rankings (Bertie County is now # 6 out of 100). **See 12-20-2019 email and links.**
- 2) Blue Jay Recreation Center update for current phase—indoor facility with basketball courts and outdoor playground—future phases may include new baseball and soccer fields.
- 3) Animal Shelter update on renovations.
- 4) Shooting range training facility improvements.

- 5) Courthouse improvements—review any pending items, plus security staffing update from the Sheriff (vacancies, recruitment and impact of salary adjustments).
- 6) Midyear Financial Report – all funds plus review of cash on hand and fund balance projections.
- 7) Status of reimbursements for EMS Station One (both FEMA and NC Department of Commerce).
- 8) Audit for fiscal year ended June 30, 2019—status ?
- 9) Library & Cooperative Extension project capital outlay requirements—Albemarle Regional Library has committed \$400,000 for technology, furniture and equipment—Cooperative Extension’s furniture and equipment are not funded, grants possible, corporate sponsorship.
- 10) FY 2020-2021 Budget Calendar and schedule for public hearing.
- 11) TGOW—Easement from adjoining property owner and County Attorney to certify legal access to the park (PARTF application requirement)—needed ASAP. See 1-10-2020 email.**
- 12) TGOW—Report from First Colony Foundation re: archeological activities and findings, next steps?
- 13) TGOW—Report from Dr. Stan Riggs re: status of capital campaign for construction of Cultural, Heritage & Education Center—to be located on Salmon Creek State Natural Area.  
  

Note: Clarification is needed for Board of Commissioners understanding and confirmation of this initiative led by Dr. Riggs, especially as it relates to the County’s planning and design concept for “learning center” on the County-owned TGOW property. VINES design team needs to have a clear understanding of the Board’s intentions and priorities.
- 14) Review PARTF grant application schedule and key items pending (easements, update of County’s CIP, CAMA & Corps of Engineers report) and others.
- 15) TGOW—VINES design team and potential retainer?
- 16) TGOW—2020 Beach Day, set the date and planning calendar for this event.
- 17) NC Department of Transportation presentation on corridor planning for Interstate 87 and the Welcome Center proposal for the TGOW property.
- 18) Republic Services—status of landfill expansion state permit, schedule for landfill host agreement renewal and related legal work, convenience center operations, upkeep for vehicle entrances to sites, and any other concerns or pending service improvements.
- 19) AVOCA—fire line extension—status?

- 20) Valley Proteins—hydraulic study recommendations to meet flow requirements and static pressure—status?
- 21) Water system operations—SCADA certifications from the State which will allow weekly versus daily schedules, and the impact on staff overtime.
- 22) Water rate study—pending, for consideration with budget.
- 23) 2020 Census coordination and staffing assignments, plus support and update from Mid-East Commission as appropriate.
- 24) Solar project on Woodard Road and the proposed economic development agreement under review by the County Attorney.
- 25) \$250,000 CDBG Broadband grant being administered by Roanoke Electric Cooperative—status?
- 26) Bertie County—Town of Windsor utility infrastructure reimbursement for the prison—update for the Board.
- 27) Bertie County—Town of Windsor lease agreement for the Dominion Power solar farm on County property adjacent to the prison—update for the Board.
- 28) Bertie Martin Regional Jail’s feasibility study for incorporation of Chowan County inmates and staff.
- 29) County Attorney’s review of Closed Session Minutes for unsealing certain public records.
- 30) Status of titles & deeds for the multi-party land transaction with the county, town and Cashie Golf Club for the firefighter training facility. **See 1-10-2020 email.**
- 31) Fire Service consultant study—is it likely to move forward? The Fire Association remains very supportive of this project. This item has been discussed at length by the Board for several years.
- 32) Amendment to the Road Safety & Maintenance Ordinance as recommended by the County Attorney. **See Lloyd’s 1-3-2020 email.**
- 33) David Peele’s request for Golden LEAF Foundation grant support for Carolina Rebuilding Ministries renovations to the former DSS and Health Department facilities to be leased from the County. **See 1-3-2020 email.**
- 34) Personnel Policy revisions/update pending.
- 35) DSS Salary study of regional market analysis pending.

- 36) Local Option Sales Tax ballot referendum for March 3—review marketing/public education campaign with Superintendent Smallwood and the Board of Education. **See 1-7-2020 and related links.**
- 37) Timber sale for 10 acre County owned property on Wakeland Road. **See 1-7-2020 email.**
- 38) Wells Fargo bank building—remains available. **See 1-9-2020 email.**
- 39) Resiliency Planning and long range planning with the Town of Windsor, seeking State grants from the NC ORR—to include: apartments & townhouses (teacher housing initiative too), public safety operations center for Sheriff and Emergency Management (including warehouse), public safety radio communications system upgrade, pedestrian tunnel under NC 13 for students crossing between Bertie High School and the athletic facilities & administrative offices, mobile generators for emergency storm shelters at school facilities, new police station (Well Fargo building), Windsor Utilities Department relocation, replacement of Windsor’s wastewater treatment plant, relocation of Windsor commercial business district, relocation of Livermon Park & Zoo, TGOW improvements and NC DOT Welcome Center on I-87. **See 1-2-2020 email re: Sampson County EMS grant.**
- 40) Review need for in-house full time County Attorney.

Mr. Sauer distributed several documents submitted by Dr. Stan Riggs. The first document is related to Site X, and a proposal for a Cultural, Heritage & Education Center located on Salmon Creek State Natural Area.

He noted that he was encouraging Dr. Riggs to approach the entire Board through the Interim County Manager to discuss this project as it will need the blessing of the entire governing body.

Clarification is needed for Board of Commissioners understanding and confirmation of this initiative led by Dr. Riggs, especially as it relates to the County’s planning and design concept for “learning center” on the County-owned TGOW property. VINES design team needs to have a clear understanding of the Board’s intentions and priorities.

He also conveyed that Dr. Riggs had asked Mr. Sauer to reach out to the school system about an organization he is passionate about called “Time for Science,” which is the group responsible for the Star Party (the next Star Party in Bertie is scheduled for Tuesday, January 29 at Bertie Middle School).

Mr. Sauer distributed a document prepared for Interim County Manager Vaughan which identified discussion topics and agenda suggestions for upcoming Board meetings. He complimented the Board’s selection of the VINES design team and how impressive their initial approach to the TGOW project has been with the initial input committee meeting. Mr. Sauer emphasized that there are key items for the PARTF grant application including certification by the County Attorney related to control of the property and access to the TGOW county owned

land. Assistant County Attorney Jonathan Huddleston responded and indicated that these documents could be prepared and executed within the week.

Commissioner Lee noted that she had heard reports of a cement truck entering and exiting the Tall Glass of Water/Bertie Beach site farming path on at least one occasions. County Administration was instructed to investigate.

Next, Mr. Sauer reported the latest listings from the NC Department of Commerce 2020 Tier Designations & Rankings which shows Bertie County new ranking as now the 6<sup>th</sup> most impoverished County in the State. There are 100 total counties in North Carolina.

Mr. Sauer reported that one of the projects that he would be assisting with in the coming weeks is the review of the draft audit for the fiscal year ended June 20, 2019 and preparation of the management and discussion analysis of county operations. In particular, Mr. Sauer noted the anticipated decrease in fund balance of at least \$1.4 million as reviewed with the Board at his final meeting on October 29<sup>th</sup> where reimbursements for Hurricane Matthew recovery projects are still pending, in addition to revaluation expenses which were budgeted for this year. He also described the annual review of ambulance program revenue and expenditures for both 911 Paramedic and Non-Emergency Transport services, which typically require net tax support of nearly \$100,000 each month to sustain 24-hour seven days a week operation.

There was short discussion about a representative for the Bertie County 2020 CENSUS Count Committee and potential resiliency fund opportunities.

Resiliency Planning and long range planning with the Town of Windsor was highly recommending including seeking State grants from the NC ORR—to include: apartments & townhouses (teacher housing initiative too), public safety operations center for Sheriff and Emergency Management (including warehouse), public safety radio communications system upgrade, pedestrian tunnel under NC 13 for students crossing between Bertie High School and the athletic facilities & administrative offices, mobile generators for emergency storm shelters at school facilities, new police station (Well Fargo building), Windsor Utilities Department relocation, replacement of Windsor’s wastewater treatment plant, relocation of Windsor commercial business district, relocation of Livermon Park & Zoo, TGOW improvements and NC DOT Welcome Center on I-87.

**Republic Services General Manager, Joe Dehner – serving improvement, convenience center operations, upkeep of vehicle entrances to sites, schedule for landfill host agreement renewal and related legal work**

Joe Dehner, General Manager with Republic, was present to hear the Board’s recent concerns about the various convenience sites throughout the County.

Vice Chair Lee noted that she was made aware of a Republic Services employee at the Hardenton site who was photographed sleeping on the job during business hours.



Other concerns presented including stray nails causing flat tires, full compactors and containers, and citizens being turned away from their most conveniently located sites, as well as issues related to higher traffic times during the holidays.

Vice Chair Lee noted that it is not just Christmas/New Year holidays that are important. She believes that the public this spring will be eager to get outside and clean up their yards around Easter, and beyond, which would also create additional traffic to the convenience sites.

As a side note, Vice Chair Lee discussed an opportunity for Republic Services to sponsor a wall or wing of the new Tri-County Airport terminal building in the Woodland area. He requested the contact information of the correct person to speak to at the airport about this potential partnership.

During lunch, Board members shared updates about various projects including the suggested date of the annual Report to the People hosted by Bertie County Cooperative Extension. The proposed date is February 18<sup>th</sup> which coincides with the Board's regularly scheduled work session. The Board concurred with that date. Cooperative Extension will be contacted by County Administration.

### **RECESS**

The Board **RECESSED** to attend an awards ceremony honoring Sheriff John Holley.

#### **Report from First Colony Foundation by John Ed. Whitehurst – archeological activities, findings, next steps**

Mr. Whitehurst reported that there had been a number of artifacts recovered from the TGOW site. A total of 80 artifacts which have been classified into five (5) different categories. This is a significantly higher amount than what was found at Site X.

Based on these findings, they believe at least 10 people actually lived in this area. This would signify that the group of 100 who originally landed there split off into smaller groups.

This phase of digging will end in mid-March and a formal report of findings will be submitted to the Board at that time.

Vice Chair Lee inquired if this archeological digging could somehow harm or hinder our use of the beach property.

The Board also discussed the next steps in general terms since there is no precedence in Bertie County for this sort of discovery. The County will lean on archeologists to determine the best way to proceed. In the meantime, the Board will look forward to mid-March for the final report.

**Updates from Water Superintendent Ricky Spivey – Valley Proteins project options, AVOCA fire line extension, water system operations – SCADA certifications**

Mr. Spivey noted that in order to fulfill Valley Proteins' recent request is to have the County's engineering firm, Green Engineering, install a water tower, water pump station, and line extension with a price tag of \$2 million.

It was reported that 300,000 gallons of water are used per day at the level of 60 psi. This is a significant amount, and to ensure that existing water customers do not face water service interruption, a water tower and additional pump station is the only feasible option.

A meeting with Green Engineering and Valley Protein is scheduled for tomorrow, 1:00 pm, Thursday, January 23, and more information about this endeavor would be available after that time.

More updates on this project will be reported to the Board as soon as they are available.

AVOCA was discussed as they have recently submitted a request to extend the County's fire line to the plant for about \$11,000. This would be remitted up front by the County, but would later be reimbursed by AVOCA, if the project were to be approved.

Lastly, Mr. Spivey noted that the County's SCADA system has done very well since it's installation, and that currently it is in the process of being certified by the State.

At 2:53pm, the Board took a 2-minute recess.

**Updates from Maintenance Superintendent Anthony Rascoe – Blue Jay Recreation Center completion, Courthouse & Government Center improvements, shooting range training facility**

Mr. Rascoe presented a PowerPoint presentation of pictures taken around the County of various projects that need attention on a daily basis. Most projects required minor repairs, and are handled in house so that the County does not have to hire contractors.

Commissioner Bazemore asked why there was such a long delay in the completion of the Blue Jay Recreation Park. Mr. Rascoe noted that there was a change in one of the contractors which halted progress there. At that point, Mr. Rascoe had to balance another project for the County in the meantime before work at Blue Jay could resume.

In closing, Mr. Rascoe noted that due to several set backs and changes requested by the Blue Jay Recreation Committee, the project is now over budget. An additional funding amount of approximately \$42,000 was now needed to complete the building.

Interim County Manager Vaughan and Finance Officer Roberson agreed to meet with Mr. Rascoe to review his projects and assist him with re-prioritizing his department's operating budget with the goal of absorbing these costs.

**Budget Updates from Finance Director William Roberson – mid-year financial report, status of reimbursements for EMS Station One, status of audit for fiscal year ending June 30, 2019, FY2020-2021 Budget Calendar and scheduled public hearing**

The Finance Director distributed several reports to the Board for their review.

Currently in regards to EMS Station One reimbursements, a final inspection report was submitted and forwarded along to FEMA. A progress report was also submitted to the Department of Commerce for a \$300,000 amount that the County is owed. That request was submitted back on January 15<sup>th</sup>.

A financial statement ending December 31, 2019 was submitted to the Board per the request of Chairman Wesson. Several items of interest were noted including a recommendation that the Board call on Colleton Software to provide an update to the Board about recent changes to Medicaid billing.

There has been a noticeable difference in available cash flow which can be related back to revaluation costs and reimbursable project funds that have not yet been received.

Mr. Roberson acknowledged that he had been asked to provide an update about the County's recent audit. A draft has been requested but not yet received. He noted that the Board should be prepared to see a \$1.5 million drop in fund balance.

Commissioner Trent asked if former County Manager, Scott Sauer, had any thoughts on this report.

Mr. Sauer explained that the County coordinated very closely with the Blue Jay Recreation Center Committee during the interior build-out, and several changes have added to the project cost increases. These added features included the atrium style entry with a vaulted ceiling, commercial glass on the front exterior and masonry trim.

Mr. Sauer noted that the purchase of the 10.35-acre tract adjacent to the Tall Glass of Water project required \$120,000 from the County's fund balance. He also noted that projects like the Commissioners Room, and even several years back with the Charters of Freedom project required more funding than originally budgeted.

**TGOW – Vines Design Team and compensation, PARTF application schedule, easement from adjoining property owner & certification of legal access to park, 2020 Beach Day**

Vice Chair Lee noted that this would be a good opportunity to discuss another beach day event.

Clerk to the Board, Sarah Tinkham, gave a brief report about the plans for a 2<sup>nd</sup> annual Bertie Beach Day. This year's event, if the Board chose to move forward, would be designed to allow a variety of vendors to participate. It was noted that a majority of any needed budget would be to provide free activities and to ensure the farming path and beach are accessible and presentable.

The event would take place after Memorial Day, but there was some concern about scheduling something that conflicted with graduation weekend for Bertie County Public Schools.

The committee was asked to meet and discuss a budget proposal to be submitted to the Board at an upcoming Board meeting.

Interim County Manager Vaughan also noted that the Board needed to discuss the proposal submitted by VINES which requested funds in advance of securing PARTF funding. PARTF funding will most likely be the main source of funding for the development of this project.

There was a lengthy discussion about this matter, and Commissioner Atkins sought clarification about how each firm during their presentations was asked and informed about the potential upfront costs involved.

Several Board members and the Finance Officer were interested in the option to remit \$25,000 to the architectural firm now, while allowing for an additional \$25,000 be remitted sometime in the new fiscal year beginning July 1, 2020.

**Attorney Updates by Assistant County Attorney, Jonathan Huddleston – status of titles & deeds for the multi-party land transaction with the County & Cashie Golf Club, amendment to the Road & Safety Maintenance Ordinance, County Attorneys' review of Closed Session minutes**

Assistant County Attorney, Jonathan Huddleston, noted that Carolina Rebuilding Ministries notified him that they were in agreement with his suggested changes, and all that is left to do is approve the lease. Since the life of the lease is 10 years or more, he noted that the lease has to be posted in the newspaper. He asked that this item be discussed again at the February 10<sup>th</sup> meeting, and more information is forthcoming.

Economic Development Director, Steve Biggs, inquired if the ownership agreement had been signed yet involving historical artifacts being collected. Mr. Huddleston stated that this agreement was still forthcoming from County Attorney, Lloyd Smith.

He also confidently certified that the County has access to the TGOW farming path, and that a document could be written up very quickly to address this concern.

Mr. Huddleston also noted that Closed Session minutes will be reviewed as soon as they are received, and a report could be given at the February 18th meeting.

**ADJOURN**

Commissioner Trent made a **MOTION** to **ADJOURN**. Vice Chair Lee **SECONDED** the motion. The **MOTION PASSED** unanimously. The meeting adjourned at 5:00 PM.

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Ronald Wesson, Chairman

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Sarah Tinkham, Clerk to the Board



C-2



# Bertie County Register of Deeds

Annie F. Wilson  
Register of Deeds

P.O. Box 340  
Windsor, NC 27983  
252-794-5309  
[www.bertie-live.inttek.net](http://www.bertie-live.inttek.net)

NORTH CAROLINA  
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of JANUARY 2020 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

## AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$4,094.80
10-0030-4344-03	VITAL STATISTICS-----		\$1,341.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$318.05
10-0030-4344-04	NO. MARRIAGE LICENSE-----	2 @60.00	\$120.00
			<u>\$5,873.85</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$14,376.00
10-0030-4344-10	STATE TREASURER FEE-----	111 @\$6.20	\$688.20
	STATE VITAL RECORDS-----	6 @14.00 \$84+\$30=	\$114.00
		6 Extra Cert.	<u>\$21,052.05</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		<u>\$21,052.05</u>

*Annie F. Wilson*

REGISTER OF DEEDS - BERTIE COUNTY  
By: *Shatneka L. Williams, Asst.*

## FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	27 @\$6.20=	\$167.40
ADDITIONAL PAGES-----	@\$0.40=	
DEEDS & OTHER INSTRUMENTS-----	127 @\$1.94=	\$246.38

EBRS \$14 PER SEARCH & \$5 PER EACH ADDITIONAL SEARCH



C-3



# BUDGET AMENDMENT

# 20-06				
	INCREASE			INCREASE
12-0025-4531-02	\$ 7,126	DSS	12-5380-5399-70	\$ 7,126
TO INCREASE BUDGET TO MATCH ADDITIONAL CRISIS MONEY BY THE STATE				
	INCREASE			INCREASE
12-0025-4586-18	\$ 2,937	DSS	12-5380-5411-50	\$ 2,937
TO INCREASE BUDGET TO MATCH ADDITIONAL LIEAP MONEY FROM THE STATE (LOW-INCOME HOME ENERGY ASSISTANCE)				
	INCREASE			INCREASE
10-0025-4583-01	\$ 12,659	JCPC ADMIN	10-6100-5695-63	\$ 5,659
		CHILDREN MATTERS	10-6100-5695-62	\$ 4,000
		SECOND CHANCE	10-6100-5695-79	\$ 3,000
		TEEN COURT	10-6100-5695-50	\$ -
TO INCREASE JCPC FUNDING TO MATCH JCPC EXPANSION ALLOCATION				
APPROVED ___ / ___ /2020				



**DIVISION OF SOCIAL SERVICES**

**FUNDING SOURCE: CRISIS INTERVENTION PAYMENT**

**EFFECTIVE DATE: 07/01/2019**

**AUTHORIZATION NUMBER: 4**

**ALLOCATION PERIOD**

**FROM JUNE 2019 THRU MAY 2020 SERVICE MONTHS**

**FROM JULY 2019 THRU JUNE 2020 PAYMENT MONTHS**

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	637,067.00	637,067.00	0.00	0.00	637,067.00	637,067.00
02	ALEXANDER	117,086.00	117,086.00	2,850.00	0.00	119,936.00	119,936.00
03	ALLEGHANY	53,805.00	53,805.00	0.00	0.00	53,805.00	53,805.00
04	ANSON	159,076.00	159,076.00	42,750.00	0.00	201,826.00	201,826.00
05	ASHE	128,771.00	128,771.00	7,125.00	0.00	135,896.00	135,896.00
06	AVERY	94,359.00	94,359.00	25.00	0.00	94,384.00	94,384.00
07	BEAUFORT	277,595.00	277,595.00	0.00	0.00	277,595.00	277,595.00
08	BERTIE	145,661.00	145,661.00	7,125.00	0.00	152,786.00	152,786.00
09	BLADEN	206,425.00	206,425.00	0.00	0.00	206,425.00	206,425.00
10	BRUNSWICK	407,026.00	407,026.00	0.00	0.00	407,026.00	407,026.00
11	BUNCOMBE	890,454.00	890,454.00	0.00	0.00	890,454.00	890,454.00
12	BURKE	430,228.00	430,228.00	0.00	0.00	430,228.00	430,228.00
13	CABARRUS	603,856.00	603,856.00	0.00	0.00	603,856.00	603,856.00
14	CALDWELL	365,283.00	365,283.00	1,425.00	0.00	366,708.00	366,708.00
15	CAMDEN	23,446.00	23,446.00	0.00	0.00	23,446.00	23,446.00
16	CARTERET	232,595.00	232,595.00	0.00	0.00	232,595.00	232,595.00
17	CASWELL	121,974.00	121,974.00	0.00	0.00	121,974.00	121,974.00
18	CATAWBA	575,440.00	575,440.00	0.00	0.00	575,440.00	575,440.00
19	CHATHAM	187,329.00	187,329.00	8,550.00	0.00	195,879.00	195,879.00
20	CHEROKEE	99,106.00	99,106.00	0.00	0.00	99,106.00	99,106.00
21	CHOWAN	75,422.00	75,422.00	0.00	0.00	75,422.00	75,422.00
22	CLAY	46,592.00	46,592.00	0.00	0.00	46,592.00	46,592.00
23	CLEVELAND	547,890.00	547,890.00	0.00	0.00	547,890.00	547,890.00
24	COLUMBUS	340,294.00	340,294.00	0.00	0.00	340,294.00	340,294.00
25	CRAVEN	418,257.00	418,257.00	0.00	0.00	418,257.00	418,257.00
26	CUMBERLAND	1,744,910.00	1,744,910.00	0.00	0.00	1,744,910.00	1,744,910.00
27	CURRITUCK	59,273.00	59,273.00	0.00	0.00	59,273.00	59,273.00
28	DARE	84,618.00	84,618.00	0.00	0.00	84,618.00	84,618.00
29	DAVIDSON	589,663.00	589,663.00	-100,000.00	0.00	489,663.00	489,663.00
30	DAVIE	135,563.00	135,563.00	0.00	0.00	135,563.00	135,563.00
31	DUPLIN	292,479.00	292,479.00	0.00	0.00	292,479.00	292,479.00
32	DURHAM	1,210,732.00	1,210,732.00	-100,000.00	0.00	1,110,732.00	1,110,732.00
33	EDGEcombe	436,701.00	436,701.00	0.00	0.00	436,701.00	436,701.00
34	FORSYTH	1,587,027.00	1,587,027.00	0.00	0.00	1,587,027.00	1,587,027.00
35	FRANKLIN	292,386.00	292,386.00	14,250.00	0.00	306,636.00	306,636.00
36	GASTON	1,002,492.00	1,002,492.00	22,800.00	0.00	1,025,292.00	1,025,292.00
37	GATES	49,444.00	49,444.00	0.00	0.00	49,444.00	49,444.00
38	GRAHAM	44,165.00	44,165.00	2,850.00	0.00	47,015.00	47,015.00
39	GRANVILLE	201,405.00	201,405.00	0.00	0.00	201,405.00	201,405.00
40	GREENE	127,462.00	127,462.00	0.00	0.00	127,462.00	127,462.00
41	GUILFORD	1,979,395.00	1,979,395.00	0.00	0.00	1,979,395.00	1,979,395.00
42	HALIFAX	449,517.00	449,517.00	57,000.00	0.00	506,517.00	506,517.00
43	HARNETT	543,201.00	543,201.00	0.00	0.00	543,201.00	543,201.00
44	HAYWOOD	248,427.00	248,427.00	0.00	0.00	248,427.00	248,427.00
45	HENDERSON	316,474.00	316,474.00	0.00	0.00	316,474.00	316,474.00
46	HERTFORD	244,031.00	244,031.00	0.00	0.00	244,031.00	244,031.00
47	HOKE	246,477.00	246,477.00	8,550.00	0.00	255,027.00	255,027.00

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 4

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	31,263.00	31,263.00	0.00	0.00	31,263.00	31,263.00
49	IREDELL	456,101.00	456,101.00	0.00	0.00	456,101.00	456,101.00
50	JACKSON	159,061.00	159,061.00	0.00	0.00	159,061.00	159,061.00
51	JOHNSTON	758,476.00	758,476.00	0.00	0.00	758,476.00	758,476.00
52	JONES	60,647.00	60,647.00	0.00	0.00	60,647.00	60,647.00
53	LEE	261,084.00	261,084.00	0.00	0.00	261,084.00	261,084.00
54	LENOIR	359,669.00	359,669.00	0.00	0.00	359,669.00	359,669.00
55	LINCOLN	276,804.00	276,804.00	0.00	0.00	276,804.00	276,804.00
56	MACON	152,116.00	152,116.00	0.00	0.00	152,116.00	152,116.00
57	MADISON	99,177.00	99,177.00	0.00	0.00	99,177.00	99,177.00
58	MARTIN	134,091.00	134,091.00	0.00	0.00	134,091.00	134,091.00
59	MCDOWELL	207,913.00	207,913.00	0.00	0.00	207,913.00	207,913.00
60	MECKLENBURG	3,424,814.00	3,424,814.00	0.00	0.00	3,424,814.00	3,424,814.00
61	MITCHELL	66,556.00	66,556.00	1,425.00	0.00	67,981.00	67,981.00
62	MONTGOMERY	123,314.00	123,314.00	0.00	0.00	123,314.00	123,314.00
63	MOORE	296,152.00	296,152.00	7,125.00	0.00	303,277.00	303,277.00
64	NASH	432,925.00	432,925.00	0.00	0.00	432,925.00	432,925.00
65	NEW HANOVER	816,131.00	816,131.00	-49,500.00	0.00	766,631.00	766,631.00
66	NORTHAMPTON	146,005.00	146,005.00	42,750.00	0.00	188,755.00	188,755.00
67	ONSLow	614,867.00	614,867.00	0.00	0.00	614,867.00	614,867.00
68	ORANGE	403,891.00	403,891.00	0.00	0.00	403,891.00	403,891.00
69	PAMLICO	55,675.00	55,675.00	0.00	0.00	55,675.00	55,675.00
70	PASQUOTANK	211,924.00	211,924.00	0.00	0.00	211,924.00	211,924.00
71	PENDER	212,778.00	212,778.00	0.00	0.00	212,778.00	212,778.00
72	PERQUIMANS	71,536.00	71,536.00	0.00	0.00	71,536.00	71,536.00
73	PERSON	207,803.00	207,803.00	8,550.00	0.00	216,353.00	216,353.00
74	PITT	947,687.00	947,687.00	0.00	0.00	947,687.00	947,687.00
75	POLK	64,226.00	64,226.00	5,700.00	0.00	69,926.00	69,926.00
76	RANDOLPH	599,573.00	599,573.00	0.00	0.00	599,573.00	599,573.00
77	RICHMOND	351,384.00	351,384.00	14,250.00	0.00	365,634.00	365,634.00
78	ROBESON	1,044,985.00	1,044,985.00	0.00	0.00	1,044,985.00	1,044,985.00
79	ROCKINGHAM	347,443.00	347,443.00	0.00	0.00	347,443.00	347,443.00
80	ROWAN	593,239.00	593,239.00	0.00	0.00	593,239.00	593,239.00
81	RUTHERFORD	319,509.00	319,509.00	0.00	0.00	319,509.00	319,509.00
82	SAMPSON	344,555.00	344,555.00	-100,000.00	0.00	244,555.00	244,555.00
83	SCOTLAND	210,969.00	210,969.00	0.00	0.00	210,969.00	210,969.00
84	STANLY	223,349.00	223,349.00	2,850.00	0.00	226,199.00	226,199.00
85	STOKES	170,635.00	170,635.00	0.00	0.00	170,635.00	170,635.00
86	SURRY	359,928.00	359,928.00	0.00	0.00	359,928.00	359,928.00
87	SWAIN	58,708.00	58,708.00	0.00	0.00	58,708.00	58,708.00
88	TRANSYLVANIA	133,332.00	133,332.00	0.00	0.00	133,332.00	133,332.00
89	TYRRELL	23,892.00	23,892.00	-2,500.00	0.00	21,392.00	21,392.00
90	UNION	537,341.00	537,341.00	0.00	0.00	537,341.00	537,341.00
91	VANCE	380,709.00	380,709.00	28,500.00	0.00	409,209.00	409,209.00
92	WAKE	2,352,460.00	2,352,460.00	14,250.00	0.00	2,366,710.00	2,366,710.00
93	WARREN	123,126.00	123,126.00	0.00	0.00	123,126.00	123,126.00
94	WASHINGTON	87,522.00	87,522.00	0.00	0.00	87,522.00	87,522.00
95	WATAUGA	180,963.00	180,963.00	0.00	0.00	180,963.00	180,963.00
96	WAYNE	726,341.00	726,341.00	28,500.00	0.00	754,841.00	754,841.00
97	WILKES	347,063.00	347,063.00	7,125.00	0.00	354,188.00	354,188.00
98	WILSON	430,053.00	430,053.00	9,975.00	0.00	440,028.00	440,028.00
99	YADKIN	132,935.00	132,935.00	0.00	0.00	132,935.00	132,935.00
100	YANCEY	95,059.00	95,059.00	5,700.00	0.00	100,759.00	100,759.00
	Total	40,298,638.00	40,298,638.00	0.00	0.00	40,298,638.00	40,298,638.00

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds  
**CFDA Number:** 93.568  
**CFDA Name:** Low-Income Home Energy Assistance  
**Award Name:** Low-Income Home Energy Assistance  
**Award Number:** G18B1NCLIEA & G19B1NCLIEA  
**Award Date:** FFY 2019 & 2020  
**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.  
This is the first installment of Crisis Intervention Funds. Additional funds will be released once the NC Budget is passed.

**XS411 Heading:** CRISIS  
**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**



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**DATE:**

December 31, 2019

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**DIVISION OF SOCIAL SERVICES**

**Low-Income Home Energy Assistance (LIEAP)**

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds

**EFFECTIVE DATE:** 12/01/2019

**AUTHORIZATION NUMBER:** 2

**ALLOCATION PERIOD**

**FROM DECEMBER 2019 THRU MAY 2020 SERVICE MONTHS**

**FROM JANUARY 2020 THRU JUNE 2020 PAYMENT MONTHS**

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	637,067.00	637,067.00				
02	ALEXANDER	117,086.00	117,086.00	0.00	0.00	637,067.00	637,067.00
03	ALLEGHANY	53,804.00	53,804.00	0.00	0.00	117,086.00	117,086.00
04	ANSON	159,076.00	159,076.00	1,290.00	1,290.00	53,804.00	55,094.00
05	ASHE	115,293.00	115,293.00	47,000.00	47,000.00	159,076.00	206,076.00
06	AVERY	67,404.00	67,404.00	5,875.00	5,875.00	115,293.00	206,076.00
07	BEAUFORT	277,595.00	277,595.00	587.00	587.00	67,404.00	121,168.00
08	BERTIE	145,660.00	145,660.00	5,875.00	5,875.00	277,595.00	67,991.00
09	BLADEN	206,425.00	206,425.00	2,937.00	2,937.00	145,660.00	283,470.00
10	BRUNSWICK	422,026.00	422,026.00	0.00	0.00	206,425.00	148,597.00
11	BUNCOMBE	863,499.00	863,499.00	11,750.00	11,750.00	422,026.00	206,425.00
12	BURKE	376,319.00	376,319.00	5,875.00	5,875.00	863,499.00	433,776.00
13	CABARRUS	603,855.00	603,855.00	0.00	0.00	376,319.00	869,374.00
14	CALDWELL	365,283.00	365,283.00	0.00	0.00	603,855.00	376,319.00
15	CAMDEN	23,446.00	23,446.00	587.00	587.00	365,283.00	603,855.00
16	CARTERET	232,595.00	232,595.00	0.00	0.00	23,446.00	365,870.00
17	CASWELL	121,974.00	121,974.00	0.00	0.00	232,595.00	23,446.00
18	CATAWBA	575,439.00	575,439.00	2,350.00	2,350.00	121,974.00	232,595.00
19	CHATHAM	176,546.00	176,546.00	0.00	0.00	575,439.00	124,324.00
20	CHEROKEE	129,106.00	129,106.00	1,762.00	1,762.00	176,546.00	575,439.00
21	CHOWAN	75,422.00	75,422.00	5,990.00	5,990.00	129,106.00	178,308.00
22	CLAY	46,592.00	46,592.00	2,937.00	2,937.00	75,422.00	178,308.00
23	CLEVELAND	547,890.00	547,890.00	2,350.00	2,350.00	46,592.00	78,359.00
24	COLUMBUS	340,294.00	340,294.00	0.00	0.00	547,890.00	48,942.00
25	CRAVEN	418,256.00	418,256.00	0.00	0.00	340,294.00	547,890.00
26	CUMBERLAND	1,744,910.00	1,744,910.00	0.00	0.00	418,256.00	340,294.00
27	CURRITUCK	64,273.00	64,273.00	0.00	0.00	1,744,910.00	418,256.00
28	DARE	84,618.00	84,618.00	0.00	0.00	64,273.00	1,744,910.00
29	DAVIDSON	689,663.00	689,663.00	0.00	0.00	84,618.00	64,273.00
30	DAVIE	135,562.00	135,562.00	-55,000.00	-55,000.00	689,663.00	64,618.00
31	DUPLIN	292,479.00	292,479.00	0.00	0.00	135,562.00	84,618.00
32	DURHAM	1,210,732.00	1,210,732.00	0.00	0.00	292,479.00	634,663.00
33	EDGECOMBE	409,745.00	409,745.00	0.00	0.00	1,210,732.00	634,663.00
34	FORSYTH	1,587,027.00	1,587,027.00	7,050.00	7,050.00	409,745.00	1,210,732.00
35	FRANKLIN	265,431.00	265,431.00	0.00	0.00	1,587,027.00	416,795.00
36	GASTON	959,365.00	959,365.00	-25,000.00	-25,000.00	265,431.00	416,795.00
37	GATES	49,444.00	49,444.00	0.00	0.00	959,365.00	1,587,027.00
38	GRAHAM	39,852.00	39,852.00	2,937.00	2,937.00	49,444.00	240,431.00
39	GRANVILLE	201,405.00	201,405.00	1,175.00	1,175.00	959,365.00	959,365.00
40	GREENE	127,462.00	127,462.00	0.00	0.00	39,852.00	52,381.00
41	GUILFORD	2,229,395.00	2,229,395.00	0.00	0.00	201,405.00	52,381.00
42	HALIFAX	422,561.00	422,561.00	0.00	0.00	127,462.00	41,027.00
43	HARNETT	543,200.00	543,200.00	23,500.00	23,500.00	2,229,395.00	201,405.00
44	HAYWOOD	248,428.00	248,428.00	0.00	0.00	422,561.00	127,462.00
45	HENDERSON	316,474.00	316,474.00	0.00	0.00	543,200.00	248,428.00
46	HERTFORD	163,168.00	163,168.00	0.00	0.00	316,474.00	248,428.00
47	HOKE	246,477.00	246,477.00	0.00	0.00	163,168.00	316,474.00
				0.00	0.00	246,477.00	163,168.00
				0.00	0.00	246,477.00	246,477.00

Low-Income Home Energy Assistance (LIEAP)

AUTHORIZATION NUMBER: 2

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
		48	HYDE	26,950.00	26,950.00	3,525.00	3,525.00
49	IREDELL	456,101.00	456,101.00	0.00	0.00	456,101.00	456,101.00
50	JACKSON	159,061.00	159,061.00	-40,000.00	-40,000.00	119,061.00	119,061.00
51	JOHNSTON	758,476.00	758,476.00	0.00	0.00	758,476.00	758,476.00
52	JONES	60,647.00	60,647.00	3,525.00	3,525.00	64,172.00	64,172.00
53	LEE	261,083.00	261,083.00	-10,083.00	-10,083.00	251,000.00	251,000.00
54	LENOIR	389,669.00	389,669.00	0.00	0.00	389,669.00	389,669.00
55	LINCOLN	276,804.00	276,804.00	0.00	0.00	276,804.00	276,804.00
56	MACON	142,848.00	142,848.00	0.00	0.00	142,848.00	142,848.00
57	MADISON	92,990.00	92,990.00	3,525.00	3,525.00	96,515.00	96,515.00
58	MARTIN	139,913.00	139,913.00	1,175.00	1,175.00	141,088.00	141,088.00
59	MCDOWELL	217,544.00	217,544.00	8,812.00	8,812.00	226,356.00	226,356.00
60	MECKLENBURG	3,424,827.00	3,424,827.00	0.00	0.00	3,424,827.00	3,424,827.00
61	MITCHELL	66,556.00	66,556.00	352.00	352.00	66,908.00	66,908.00
62	MONTGOMERY	123,314.00	123,314.00	0.00	0.00	123,314.00	123,314.00
63	MOORE	279,979.00	279,979.00	-15,000.00	-15,000.00	264,979.00	264,979.00
64	NASH	432,924.00	432,924.00	0.00	0.00	432,924.00	432,924.00
65	NEW HANOVER	856,132.00	856,132.00	-58,000.00	-58,000.00	798,132.00	798,132.00
66	NORTHAMPTON	146,006.00	146,006.00	0.00	0.00	146,006.00	146,006.00
67	ONSLow	614,867.00	614,867.00	0.00	0.00	614,867.00	614,867.00
68	ORANGE	403,892.00	403,892.00	0.00	0.00	403,892.00	403,892.00
69	PAMLICO	55,675.00	55,675.00	1,175.00	1,175.00	56,850.00	56,850.00
70	PASQUOTANK	211,924.00	211,924.00	1,175.00	1,175.00	213,099.00	213,099.00
71	PENDER	212,778.00	212,778.00	0.00	0.00	212,778.00	212,778.00
72	PERQUIMANS	66,144.00	66,144.00	1,175.00	1,175.00	67,319.00	67,319.00
73	PERSON	180,849.00	180,849.00	0.00	0.00	180,849.00	180,849.00
74	PITT	947,688.00	947,688.00	0.00	0.00	947,688.00	947,688.00
75	POLK	64,226.00	64,226.00	-26.00	-26.00	64,200.00	64,200.00
76	RANDOLPH	599,573.00	599,573.00	0.00	0.00	599,573.00	599,573.00
77	RICHMOND	337,907.00	337,907.00	1,762.00	1,762.00	339,669.00	339,669.00
78	ROBESON	1,044,985.00	1,044,985.00	0.00	0.00	1,044,985.00	1,044,985.00
79	ROCKINGHAM	424,755.00	424,755.00	0.00	0.00	424,755.00	424,755.00
80	ROWAN	593,240.00	593,240.00	0.00	0.00	593,240.00	593,240.00
81	RUTHERFORD	319,508.00	319,508.00	0.00	0.00	319,508.00	319,508.00
82	SAMPSON	344,555.00	344,555.00	35,250.00	35,250.00	379,805.00	379,805.00
83	SCOTLAND	260,970.00	260,970.00	0.00	0.00	260,970.00	260,970.00
84	STANLY	217,958.00	217,958.00	0.00	0.00	217,958.00	217,958.00
85	STOKES	170,636.00	170,636.00	0.00	0.00	170,636.00	170,636.00
86	SURRY	331,895.00	331,895.00	0.00	0.00	331,895.00	331,895.00
87	SWAIN	58,708.00	58,708.00	0.00	0.00	58,708.00	58,708.00
88	TRANSYLVANIA	130,637.00	130,637.00	0.00	0.00	130,637.00	130,637.00
89	TYRRELL	23,892.00	23,892.00	470.00	470.00	24,362.00	24,362.00
90	UNION	537,341.00	537,341.00	0.00	0.00	537,341.00	537,341.00
91	VANCE	326,800.00	326,800.00	14,100.00	14,100.00	340,900.00	340,900.00
92	WAKE	2,312,027.00	2,312,027.00	0.00	0.00	2,312,027.00	2,312,027.00
93	WARREN	123,126.00	123,126.00	8,812.00	8,812.00	131,938.00	131,938.00
94	WASHINGTON	87,522.00	87,522.00	587.00	587.00	88,109.00	88,109.00
95	WATAUGA	180,963.00	180,963.00	-30,000.00	-30,000.00	150,963.00	150,963.00
96	WAYNE	677,823.00	677,823.00	5,875.00	5,875.00	683,698.00	683,698.00
97	WILKES	347,063.00	347,063.00	0.00	0.00	347,063.00	347,063.00
98	WILSON	430,053.00	430,053.00	0.00	0.00	430,053.00	430,053.00
99	YADKIN	132,934.00	132,934.00	0.00	0.00	132,934.00	132,934.00
100	YANCEY	84,277.00	84,277.00	9,987.00	9,987.00	94,264.00	94,264.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	\$ 40,298,638.00	\$ 40,298,638.00	\$ -	\$ -	\$ 40,298,638.00	\$ 40,298,638.00

**Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 2**

**FUNDING SOURCE:** Federal Low Income Home Energy Assistance Funds Block Grant  
**CFDA Number:** 93.568  
**CFDA Name:** Low-Income Home Energy Assistance  
**Award Name:** Low-Income Home Energy Assistance  
**Award Number:** G19B1NCLIEA & G20B1NCLIEA  
**Award Date:** FFY 2019 & 2020  
**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law 2019 (House Bill 966).

These funds cannot be spent until after December 1, 2019.

**XS411 Heading:** LIHEAP  
**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**



**DATE:**

**January 10, 2020**

<swhite@perquimanscountync.gov>; jetripp57@suddenlink.net <jetripp57@suddenlink.net>; Brandy Mann <bmann@tyrrellcounty.net>; Stephanie Simpson <mezpd@yahoo.com>; Dustin Pittman <dustin@stricklandlawnc.com>; walstonhearn@gmail.com <walstonhearn@gmail.com>

**Cc:** Stokes, Pamela <pamela.stokes@ncdps.gov>; Townes, Treneice <Treneice.Townes@ncdps.gov>; Hodges, Nancy <nancy.hodges@ncdps.gov>

**Subject:** FY 2019-20 JCPC Expansion Allocation

Good Afternoon,

Please see the attached letter for information about the JCPC Expansion Allocation for fiscal year 19-20.

Thank You

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# North Carolina Department of Public Safety

## Juvenile Justice

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Timothy D. Moose, Chief Deputy Secretary  
William L. Lassiter, Deputy Secretary

### MEMORANDUM

**TO:** County Commission Board Chairpersons  
 Juvenile Crime Prevention Council Chairpersons  
 North Carolina County Finance Officers  
 North Carolina County Managers

**FROM:** William L. Lassiter, Deputy Secretary Juvenile Justice

**CC:** Cindy Porterfield, Director, Juvenile Community Programs  
 Pam Stokes, Central & Eastern Area Lead JCPC Consultant  
 June Ward, Western & Piedmont Area Lead JCPC Consultant  
 JCPC Area Consultants and Area Program Assistants  
 Pam Hoggard, JCPC Statewide Program Assistant

**RE:** FY 2019-20 JCPC Allocations Expansion

**Date:** October 14, 2019

In 2017 North Carolina’s General Assembly passed the Juvenile Justice Reinvestment Act by including the language in the appropriations bill. This legislation will allow for most 16 and 17 year olds charged with crimes to be served in juvenile justice system instead of being charged as adults. Since the passage of this legislation, the Department of Public Safety, Juvenile Justice Section and the Juvenile Jurisdiction Advisory Committee have been planning for this historic change to the juvenile justice system and made budget recommendations to the Governor and the General Assembly earlier this year.

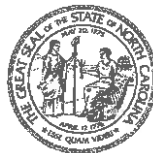
Both the Governor and the General Assembly made significant investments to implementing Raise the Age in their budgets and now that Governor has signed a Raise the Age budget, I am pleased to announce that Juvenile Crime Prevention Council county allocations will receive expansion dollars to address programming needs—a total of \$4.2M (recurring) for FY2019-20 and \$6.6M (recurring) for FY2020-21.

Please find the attached table that defines each county’s JCPC allocation increase that includes the following changes:

- An allocation base increase by \$6,600 for all counties, the \$31,500 base will increase to \$38,100; and
- An additional county allocation increase based upon a county’s youth population between ages 10 -17 years old.

**Mailing Address:**  
4201 Mail Service Center  
Raleigh NC 27699-4201

[www.ncdps.gov](http://www.ncdps.gov)



An Equal Opportunity employer

**Office Location:**  
512 N. Salisbury St.  
Raleigh, NC 27604  
Telephone: 919-733-2126  
Fax: 919-715-8477

Since these dollars will be coming late in the fiscal year, the Department will *waive the county match requirement* for the county *JCPC expansion dollars awarded to programs during year 1, FY2019-20*. (DJJ Expansion funds awarded to programs will be identified within NCALLIES Program Agreement application as “DJJ Expansion” sources of revenue). Please be mindful, however, that if Year 1 JCPC expansion dollars are used by programs to support capital purchases, a cash match will still be required at the percentage level as assigned (10%, 20% or 30%). Your Area Consultant will work closely with your JCPC and providers to ensure that information is accurately entered into the system.

Lastly, the goal of the Raise the Age legislation is to prevent young people from entering the criminal justice system and also prevent juveniles from reoffending. For this reason, the Department will ensure equal *access* to Teen Court or similar restorative justice diversion models for *all* counties. These programs are designed for early intervention and may serve to provide the needed resources to support the development and implementation of local School Justice Partnerships as set forth in the 2017 Juvenile Justice Reinvestment Act. *This memorandum provides an administrative directive that all county Juvenile Crime Prevention Councils shall ensure access to Teen Court or similar restorative justice diversion models. Access to these program models shall be established within the two-year biennium budget period (by June 30, 2021). JCPCs shall indicate completion of this action within the JCPC county plan.*

Thank you for your continued support during this time of system reform in North Carolina’s juvenile justice system. This reform will create beneficial opportunities for North Carolina’s youth to become productive citizens of our state.

NC Department of Public Safety  
 Division of Adult Correction and Juvenile Justice  
 JCPC County Funding Allocation 2019-2020 and 2020-2021

JCPC Funding Allocation: \$4.2 million increase Year 1; \$6.6 million increase Year 2

COUNTY	Current MATCH	Juv Population 10 - 17*	Current Allocation	Increase Year 1	Base Increase + Balance applied per capita	Increase Year 2	Base Increase + Balance applied per capita
Alamance	30%	16943	\$ 330,218	\$ 62,396	\$ 392,614	\$ 100,224	\$ 430,442
Alexander	30%	3859	\$ 112,275	\$ 19,308	\$ 131,583	\$ 27,924	\$ 140,199
Alleghany	20%	997	\$ 57,665	\$ 9,883	\$ 67,548	\$ 12,109	\$ 69,774
Anson	10%	2519	\$ 105,489	\$ 14,896	\$ 120,385	\$ 20,520	\$ 126,009
Ashe	20%	2361	\$ 87,518	\$ 14,375	\$ 101,893	\$ 19,647	\$ 107,165
Avery	30%	1326	\$ 74,596	\$ 10,967	\$ 85,563	\$ 13,927	\$ 88,523
Beaufort	10%	4820	\$ 152,389	\$ 22,473	\$ 174,862	\$ 33,235	\$ 185,624
Bertie	10%	1840	\$ 93,232	\$ 12,659	\$ 105,891	\$ 16,766	\$ 110,000
Bladen	10%	3542	\$ 144,251	\$ 18,264	\$ 162,515	\$ 26,173	\$ 170,424
Brunswick	20%	10704	\$ 176,737	\$ 41,850	\$ 218,587	\$ 65,749	\$ 242,486
Buncombe	30%	23492	\$ 508,064	\$ 83,963	\$ 592,027	\$ 136,413	\$ 644,477
Burke	30%	9081	\$ 230,294	\$ 36,505	\$ 266,799	\$ 56,780	\$ 287,074
Cabarrus	30%	25827	\$ 310,611	\$ 91,653	\$ 402,264	\$ 149,316	\$ 459,927
Caldwell	20%	8322	\$ 211,117	\$ 34,006	\$ 245,123	\$ 52,586	\$ 263,703
Camden	20%	1141	\$ 51,907	\$ 10,358	\$ 62,265	\$ 12,905	\$ 64,812
Carteret	30%	5931	\$ 168,736	\$ 26,132	\$ 194,868	\$ 39,374	\$ 208,110
Caswell	10%	2158	\$ 97,534	\$ 13,707	\$ 111,241	\$ 18,525	\$ 116,059
Catawba	30%	16696	\$ 332,366	\$ 61,583	\$ 393,949	\$ 98,859	\$ 431,225
Chatham	30%	7208	\$ 143,544	\$ 30,337	\$ 173,881	\$ 46,430	\$ 189,974
Cherokee	20%	2488	\$ 85,779	\$ 14,793	\$ 100,572	\$ 20,348	\$ 106,127
Chowan	10%	1376	\$ 75,906	\$ 11,131	\$ 87,037	\$ 14,204	\$ 90,110
Clay	20%	1014	\$ 52,051	\$ 9,939	\$ 61,990	\$ 12,203	\$ 64,254
Cleveland	20%	10040	\$ 277,984	\$ 39,663	\$ 317,647	\$ 62,079	\$ 340,063
Columbus	10%	5816	\$ 198,917	\$ 25,753	\$ 224,670	\$ 38,738	\$ 237,655
Craven	20%	10707	\$ 254,570	\$ 41,860	\$ 296,430	\$ 65,765	\$ 320,335
Cumberland	20%	35141	\$ 918,508	\$ 122,325	\$ 1,040,833	\$ 200,783	\$ 1,119,291
Currituck	30%	2815	\$ 81,830	\$ 15,870	\$ 97,700	\$ 22,155	\$ 103,985
Dare	30%	3264	\$ 88,429	\$ 17,349	\$ 105,778	\$ 24,636	\$ 113,065
Davidson	30%	17788	\$ 390,671	\$ 65,179	\$ 455,850	\$ 104,894	\$ 495,565
Davie	30%	4448	\$ 109,880	\$ 21,248	\$ 131,128	\$ 31,179	\$ 141,059
Duplin	10%	6679	\$ 169,150	\$ 28,595	\$ 197,745	\$ 43,507	\$ 212,657
Durham	30%	28563	\$ 536,666	\$ 100,663	\$ 637,329	\$ 164,434	\$ 701,100
Edgecombe	10%	5831	\$ 216,301	\$ 25,802	\$ 242,103	\$ 38,821	\$ 255,122
Forsyth	30%	40020	\$ 713,108	\$ 138,393	\$ 851,501	\$ 227,744	\$ 940,852
Franklin	10%	7317	\$ 136,991	\$ 30,696	\$ 167,687	\$ 47,033	\$ 184,024
Gaston	20%	23461	\$ 530,721	\$ 83,861	\$ 614,582	\$ 136,242	\$ 666,963
Gates	20%	1172	\$ 61,299	\$ 10,460	\$ 71,759	\$ 13,076	\$ 74,375
Graham	10%	904	\$ 55,463	\$ 9,577	\$ 65,040	\$ 11,595	\$ 67,058
Granville	20%	5920	\$ 141,524	\$ 26,096	\$ 167,620	\$ 39,313	\$ 180,837
Greene	10%	2215	\$ 80,688	\$ 13,894	\$ 94,582	\$ 18,840	\$ 99,528
Guilford	30%	53422	\$ 987,774	\$ 182,528	\$ 1,170,302	\$ 301,801	\$ 1,289,575
Halifax	10%	5323	\$ 207,002	\$ 24,130	\$ 231,132	\$ 36,014	\$ 243,016
Harnett	10%	16180	\$ 224,037	\$ 59,884	\$ 283,921	\$ 96,008	\$ 320,045
Haywood	20%	5398	\$ 145,992	\$ 24,377	\$ 170,369	\$ 36,428	\$ 182,420
Henderson	30%	10900	\$ 199,188	\$ 42,496	\$ 241,684	\$ 66,832	\$ 266,020
Hertford	10%	2292	\$ 107,471	\$ 14,148	\$ 121,619	\$ 19,265	\$ 126,736
Hoke	10%	6908	\$ 120,529	\$ 29,349	\$ 149,878	\$ 44,773	\$ 165,302
Hyde	10%	463	\$ 49,898	\$ 8,125	\$ 58,023	\$ 9,159	\$ 59,057
Iredell	30%	20318	\$ 286,796	\$ 73,511	\$ 360,307	\$ 118,874	\$ 405,670
Jackson	20%	3427	\$ 102,902	\$ 17,886	\$ 120,788	\$ 25,537	\$ 128,439
Johnston	20%	24530	\$ 251,231	\$ 87,382	\$ 338,613	\$ 142,149	\$ 393,380
Jones	20%	966	\$ 86,595	\$ 9,781	\$ 96,376	\$ 11,938	\$ 98,533
Lee	30%	6644	\$ 161,771	\$ 28,480	\$ 190,251	\$ 43,314	\$ 205,085
Lenoir	10%	6155	\$ 206,571	\$ 26,869	\$ 233,440	\$ 40,612	\$ 247,183
Lincoln	30%	8836	\$ 164,923	\$ 35,698	\$ 200,621	\$ 55,426	\$ 220,349

NC Department of Public Safety  
 Division of Adult Correction and Juvenile Justice  
 JCPC County Funding Allocation 2019-2020 and 2020-2021

JCPC Funding Allocation: \$4.2 million increase Year 1; \$6.6 million increase Year 2

COUNTY	Current MATCH	Juv Population 10 - 17*	Current Allocation	Increase Year 1	Base Increase + Balance applied per capita	Increase Year 2	Base Increase + Balance applied per capita
Macon	30%	3113	\$ 89,324	\$ 16,852	\$ 106,176	\$ 23,802	\$ 113,126
Madison	20%	2005	\$ 78,786	\$ 13,203	\$ 91,989	\$ 17,679	\$ 96,465
Martin	20%	2330	\$ 114,943	\$ 14,273	\$ 129,216	\$ 19,475	\$ 134,418
McDowell	20%	4454	\$ 129,005	\$ 21,268	\$ 150,273	\$ 31,212	\$ 160,217
Mecklenburg	30%	113907	\$ 1,415,682	\$ 381,715	\$ 1,797,397	\$ 636,031	\$ 2,051,713
Mitchell	20%	1288	\$ 70,417	\$ 10,842	\$ 81,259	\$ 13,717	\$ 84,134
Montgomery	20%	2993	\$ 99,288	\$ 16,456	\$ 115,744	\$ 23,139	\$ 122,427
Moore	30%	9676	\$ 181,745	\$ 38,465	\$ 220,210	\$ 60,068	\$ 241,813
Nash	20%	9858	\$ 240,814	\$ 39,064	\$ 279,878	\$ 61,074	\$ 301,888
New Hanover	20%	19513	\$ 433,344	\$ 70,860	\$ 504,204	\$ 114,426	\$ 547,770
Northampton	10%	1900	\$ 94,114	\$ 12,857	\$ 106,971	\$ 17,099	\$ 111,213
Onslow	30%	17884	\$ 426,556	\$ 65,495	\$ 492,051	\$ 105,424	\$ 531,980
Orange	30%	13530	\$ 277,731	\$ 51,157	\$ 328,888	\$ 81,365	\$ 359,096
Pamlico	10%	1046	\$ 64,880	\$ 10,045	\$ 74,925	\$ 12,380	\$ 77,260
Pasquotank	10%	4109	\$ 132,974	\$ 20,132	\$ 153,106	\$ 29,306	\$ 162,280
Pender	10%	6111	\$ 113,591	\$ 26,725	\$ 140,316	\$ 40,368	\$ 153,959
Perquimans	10%	1217	\$ 64,160	\$ 10,608	\$ 74,768	\$ 13,325	\$ 77,485
Person	20%	4017	\$ 123,213	\$ 19,829	\$ 143,042	\$ 28,797	\$ 152,010
Pitt	20%	17023	\$ 329,484	\$ 62,660	\$ 392,144	\$ 100,666	\$ 430,150
Polk	20%	1813	\$ 66,786	\$ 12,571	\$ 79,357	\$ 16,618	\$ 83,404
Randolph	30%	15620	\$ 319,622	\$ 58,039	\$ 377,661	\$ 92,914	\$ 412,536
Richmond	20%	4868	\$ 159,884	\$ 22,631	\$ 182,515	\$ 33,500	\$ 193,384
Robeson	10%	14828	\$ 426,621	\$ 55,431	\$ 482,052	\$ 88,537	\$ 515,158
Rockingham	20%	9100	\$ 266,025	\$ 36,568	\$ 302,593	\$ 56,885	\$ 322,910
Rowan	30%	15254	\$ 322,700	\$ 56,834	\$ 379,534	\$ 90,891	\$ 413,591
Rutherford	20%	6762	\$ 181,268	\$ 28,868	\$ 210,136	\$ 43,966	\$ 225,234
Sampson	10%	7261	\$ 168,092	\$ 30,512	\$ 198,604	\$ 46,723	\$ 214,815
Scotland	10%	3770	\$ 152,332	\$ 19,015	\$ 171,347	\$ 27,432	\$ 179,764
Stanly	30%	6273	\$ 174,070	\$ 27,258	\$ 201,328	\$ 41,264	\$ 215,334
Stokes	30%	4399	\$ 136,010	\$ 21,087	\$ 157,097	\$ 30,908	\$ 166,918
Surry	20%	7319	\$ 194,574	\$ 30,703	\$ 225,277	\$ 47,044	\$ 241,618
Swain	10%	1519	\$ 65,395	\$ 11,602	\$ 76,997	\$ 14,994	\$ 80,389
Transylvania	30%	2739	\$ 104,212	\$ 15,620	\$ 119,832	\$ 21,735	\$ 125,947
Tyrrell	10%	337	\$ 46,894	\$ 7,710	\$ 54,604	\$ 8,462	\$ 55,356
Union	30%	31730	\$ 294,504	\$ 111,092	\$ 405,596	\$ 181,935	\$ 476,439
Vance	10%	5001	\$ 160,352	\$ 23,069	\$ 183,421	\$ 34,235	\$ 194,587
Wake	30%	121506	\$ 1,171,637	\$ 406,740	\$ 1,578,377	\$ 678,022	\$ 1,849,659
Warren	10%	1784	\$ 81,719	\$ 12,475	\$ 94,194	\$ 16,458	\$ 98,177
Washington	10%	1267	\$ 75,339	\$ 10,772	\$ 86,111	\$ 13,601	\$ 88,940
Watauga	30%	3310	\$ 114,285	\$ 17,500	\$ 131,785	\$ 24,891	\$ 139,176
Wayne	20%	13661	\$ 337,366	\$ 51,588	\$ 388,954	\$ 82,088	\$ 419,454
Wilkes	20%	7125	\$ 191,460	\$ 30,064	\$ 221,524	\$ 45,972	\$ 237,432
Wilson	10%	8781	\$ 238,224	\$ 35,517	\$ 273,741	\$ 55,122	\$ 293,346
Yadkin	20%	3803	\$ 114,105	\$ 19,124	\$ 133,229	\$ 27,615	\$ 141,720
Yancey	20%	1639	\$ 73,048	\$ 11,998	\$ 85,046	\$ 15,657	\$ 88,705
<b>TOTALS</b>		<b>1074951</b>	<b>\$ 21,984,234</b>	<b>\$ 4,200,000</b>	<b>\$ 26,184,234</b>	<b>\$ 6,600,000</b>	<b>\$ 28,584,234</b>

\*State demographer's web-site

**Date:** Mon, 6 Jan 2020 19:41:48 +0000  
**From:** "Townes, Treneice" <Treneice.Townes@ncdps.gov>  
**To:** "gloriakoutlaw@gmail.com" <gloriakoutlaw@gmail.com>, "gloriaoutlaw@aol.com" <gloriaoutlaw@aol.com>  
**Subject:** Fw: Expansion Funding Plan  
Hello, resending this. please see below.

Thanks

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**From:** Townes, Treneice  
**Sent:** Friday, December 20, 2019 4:55 PM  
**To:** gloriakoutlaw@gmail.com <gloriakoutlaw@gmail.com>; gloriaoutlaw@aol.com <gloriaoutlaw@aol.com>; lcherry@net-change.com <lcherry@net-change.com>  
**Subject:** Expansion Funding Plan

Good afternoon,

Please see attachment for the Bertie County Funding Plan with expansion funds. Please forward this to Morris Rascoe, as he wanted a copy. Please acquire signatures from Ms. Cherry, and the Bertie County Commissioner's Chair or County Finance officer. There is no county match. Once it has been signed please scan/fax it to me, and mail the original copy to my address below.

TreNeice H. Townes

Area Consultant

North Carolina Department of Public Safety

Division of Adult Correction and Juvenile Justice

2241 Dickinson Ave.

Greenville, NC 27834

252-355-9013

252-439-1870 (fax)

252-312-6484 (cell)

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Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

Attachment 2: 19 - 20 County Funding Plan With Expansion - Bertie.xls (82KB) Delete 0-1 a

Type: application/vnd.ms-excel

Encoding: base64

Download

Description: 19 - 20 County Funding Plan With Expansion - Bertie.xls

## Bertie County NC DPS - Community Programs - County Funding Plan

Available JCPC Funds: \$ 93,232  
 Raise the Age Expansion Funds: \$ 12,659

Local Match: \$ 29,203 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	New 19-20 Total DPS Funds	Original 19-20 DPS Funds	DPS-RtA Expansion Funding	LOCAL FUNDING			OTHER	OTHER	Total
					County Cash Match	Other Local Cash Match	Local In-Kind	State/ Federal	Funds	
1	MHFC Vocational and Educational	\$25,000	\$25,000		\$2,500					\$27,500
2	Second Chance Counts	\$28,000	\$25,000	\$3,000	\$2,500		\$2,500			\$33,000
3	Children Matters	\$29,000	\$25,000	\$4,000	\$2,500		\$7,000			\$38,500
4	JCPC Administration	\$9,659	\$4,000	\$5,659						\$9,659
5	Bertie County Conflict Resolutions Teen Court	\$14,232	\$14,232		\$1,423		\$10,780			\$26,435
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
<b>TOTALS:</b>		<b>\$105,891</b>	<b>\$93,232</b>	<b>\$12,659</b>	<b>\$8,923</b>		<b>\$20,280</b>			<b>\$135,094</b>

The above plan was derived through a planning process by the Bertie County  
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 19-20

Amount of Unallocated JCPC Funds \_\_\_\_\_  
 Amount of Unallocated RTA Expansion Funds \_\_\_\_\_  
 Amount of funds reverted back to DPS \_\_\_\_\_  
 Discretionary Funds added \_\_\_\_\_

Carree A. Cherry 1-6-2020  
 Chairperson, (Date)  
 Juvenile Crime Prevention Council

William Robinson 1-6-2020  
 Chairperson, Board of County Commissioners (Date)  
 or County Finance Officer

Check type:  Initial plan  Update  Final

-----DPS Use Only-----	
Reviewed by _____ Area Consultant	_____ Date
Reviewed by _____ Program Assistant	_____ Date
Verified by _____ Designated State Office Staff	_____ Date

19-20

	JCPC	SECOND CHANGE	CHILDREN MATTERS	VOCATIONAL JOB/IED PROG	TEEN COURT	
JUL	\$ 337.00	\$ 2,087.00	\$ 2,087.00	\$ 2,087.00	\$ 1,186.00	\$ 7,784.00
AUG	\$ 333.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 1,186.00	\$ 7,768.00
SEP	\$ 333.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 1,186.00	\$ 7,768.00
OCT	\$ 333.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 1,186.00	\$ 7,768.00
NOV	\$ 333.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 1,186.00	\$ 7,768.00
DEC	\$ 333.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 1,186.00	\$ 7,768.00
JAN	\$ 333.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 1,186.00	\$ 7,768.00
FEB	\$	\$	\$	\$	\$	\$
MAR	\$	\$	\$	\$	\$	\$
APR	\$	\$	\$	\$	\$	\$
MAY	\$	\$	\$	\$	\$	\$
JUN	\$	\$	\$	\$	\$	\$
	\$ 2,335.00	\$ 14,585.00	\$ 14,585.00	\$ 14,585.00	\$ 8,302.00	\$ 54,392.00

PER CONTRACTS

EXP. FUND	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,232.00	\$ 93,232.00
CO SHARE	\$ 5,659.00	\$ 3,000.00	\$ 4,000.00			\$ 12,659.00
REVISED:	\$ 9,659.00	\$ 30,500.00	\$ 31,500.00	\$ 27,500.00	\$ 15,655.00	\$ 114,814.00
OTHER	\$	\$ 2,500.00	\$ 7,000.00	\$	\$ 10,780.00	\$ 20,280.00
TOTAL	\$ 9,659.00	\$ 33,000.00	\$ 38,500.00	\$ 27,500.00	\$ 26,435.00	\$ 135,094.00

10-6100 5695-53 10-6100 5695-79 10-6100 5695-62 10-6100 5695-46 10-6100 5695-50

10-0025 4583-01



C-4





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

January 02, 2020

William Roberson  
Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **December** and this request for your approval is made pursuant to a "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

  
Tax Administrator

Approved on \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_

=====

Balance a Group

=====

Group: RLS\*19\*365  
Type: A Abatement/Relea  
Status: O Open

Group Total:	\$6,008.44-	Group Transaction Count:	29
Transactions Total:	\$6,008.44-	Transaction File Count:	29
Difference:	\$0.00	Difference:	0

=====

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

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
1	12/02/19	25123	13A6810234624	G01 AO	543.96- 2.50-	543.96-	0.00	2.50-	0.00	0.00	R	PG13	
***		SUTTON, GAIL											
2	12/02/19	25123	14A6810234624	G01 AO	543.96- 2.50-	543.96-	0.00	2.50-	0.00	0.00	R	PG13	
***		SUTTON, GAIL											
3	12/02/19	25123	15A6810234624	G01 AO	543.96- 2.50-	543.96-	0.00	2.50-	0.00	0.00	R	PG32	
***		SUTTON, GAIL											
4	12/02/19	25123	16A6810234624	G01 AO	537.48- 2.50-	537.48-	0.00	2.50-	0.00	0.00	R	PG103	
***		SUTTON, GAIL											
5	12/02/19	25123	17A6810234624	G01 AO	537.48- 2.50-	537.48-	0.00	2.50-	0.00	0.00	R	PG186	
***		SUTTON, GAIL											
6	12/02/19	25123	18A6810234624	G01 AO	537.48- 2.50-	537.48-	0.00	2.50-	0.00	0.00	R	PG246	
***		SUTTON, GAIL											
7	12/02/19	25123	19A6810234624	G01	539.98-	537.48-	0.00	2.50-	0.00	0.00	R	PG259	
***		SUTTON, GAIL											
8	12/02/19	25123	11A6810234624	G01 AO	560.15- 2.50-	560.15-	0.00	0.00	0.00	0.00	R	PG285	
***		SUTTON, GAIL											
9	12/02/19	25123	12A6810234624	G01 AO	487.10- 2.50-	487.10-	0.00	2.50-	0.00	0.00	R	PG251	
***		SUTTON, GAIL											
10	12/02/19	31292	19A5844206893	G01	507.60-	505.10-	0.00	2.50-	0.00	0.00	R	PG271	
***		WALTON, DERRICK RAY											
11	12/09/19	32024	19A685373599101	G01	286.20-	286.20-	0.00	0.00	0.00	0.00	R	PG285	
***													

Effective Date 12/02/19

Detail Transactions by Group

Abatement

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Cde	Check Number	Trans Rev Descriptn
***		BLI RENTALS LLC			27.71-	27.71-	0.00	0.00	0.00	0.00	R	PG285	
12	12/13/19	28718	19A6910163024	G01 C06	40.67- 15.52-	40.67- 15.52-	0.00 0.00		0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			56.19-	56.19-	0.00	0.00	0.00	0.00	R	PG285	
13	12/13/19	28718	19A5883562279	G01	43.95-	43.95-	0.00	0.00	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			43.95-	43.95-	0.00	0.00	0.00	0.00	R	PG285	
14	12/13/19	28718	18A6910163024	G01 C06 AO	39.03- 15.52- 2.50-	39.03- 15.52- 2.50-	0.00 0.00 0.00	2.50-	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			57.05-	54.55-	0.00	2.50-	0.00	0.00	R	PG259	
15	12/13/19	28718	18A5883562279	G01 AO	42.17- 2.50-	42.17-	0.00	2.50-	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			44.67-	42.17-	0.00	2.50-	0.00	0.00	R	PG259	
16	12/13/19	28718	17A6910163024	G01 C06 AO	39.03- 15.52- 2.50-	39.03- 15.52- 2.50-	0.00 0.00 0.00	2.50-	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			57.05-	54.55-	0.00	2.50-	0.00	0.00	R	PG246	
17	12/13/19	28718	17A5883562279	G01 AO	42.17- 2.50-	42.17-	0.00	2.50-	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			44.67-	42.17-	0.00	2.50-	0.00	0.00	R	PG246	
18	12/13/19	28718	16A6910163024	G01 C06 AO	39.03- 15.52- 2.50-	39.03- 15.52- 2.50-	0.00 0.00 0.00	2.50-	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			57.05-	54.55-	0.00	2.50-	0.00	0.00	R	PG186	
19	12/13/19	28718	16A5883562279	G01 AO	42.17- 2.50-	42.17-	0.00	2.50-	0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			44.67-	42.17-	0.00	2.50-	0.00	0.00	R	PG186	
20	12/13/19	28718	15A6910163024	G01 C06	39.50- 11.28-	39.50- 11.28-	0.00 0.00		0.00	0.00	R		
***		RIVERSIDE COMMUNITY SUPPORTS			50.78-	50.78-	0.00	0.00	0.00	0.00	R	PG103	
21	12/13/19	28718	15A5883562279	G01	42.68-	42.68-	0.00		0.00	0.00	R		



RLS*19/365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2011	12/2/2019	Sutton, Gail 11A6810234624 Foreclosure	G01	\$487.10	\$2.50			\$489.60
	12/13/2019	Riverside 11A6910163024 Foreclosure	G01 C06	\$36.68 \$11.28	\$2.50	\$0.00		\$39.18 \$11.28
	12/13/2019	Riverside 11A5883562279 Foreclosure	G01	\$36.63	\$2.50	0		\$39.13
								\$579.19

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2012	12/2/2019	Sutton, Gail 12A6810234624 Foreclosure	G01	\$505.10	\$2.50			\$507.60
	12/13/2019	Riverside 11A6910163024 Foreclosure	G01 C06	\$36.68 \$11.28	\$2.50	\$0.00		\$39.18 \$11.28
	12/13/2019	Riverside 11A5883562279 Foreclosure	G01	\$39.63	\$2.50	0		\$42.13
								\$600.19

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2013	12/2/2019	Sutton, Gail 13A6810234624 Foreclosure	G01	\$543.96	\$2.50			\$546.46
	12/13/2019	Riverside 13A6910163024 Foreclosure	G01 C06	\$39.50 \$11.28	\$2.50	\$0.00		\$42.00 \$11.28
	12/13/2019	Riverside 13A5883562279 Foreclosure	G01	\$42.68	\$2.50	0		\$45.18
								<u>\$644.92</u>



RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2014	12/2/2019	Sutton, Gail 14A6810234624 Foreclosure	G01	\$543.96	\$2.50			\$546.46
	12/13/2019	Riverside 14A6910163024 Foreclosure	G01 C06	\$39.50 \$11.28	\$2.50	\$0.00		\$42.00 \$11.28
	12/13/2019	Riverside 14A5883562279 Foreclosure	G01	\$42.68	\$2.50	0		\$45.18
								<u>\$644.92</u>

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	12/2/2019	Sutton, Gail 15A6810234624 Foreclosure	G01	\$543.96	\$2.50			\$546.46
	12/13/2019	Riverside 15A6910163024 Foreclosure	G01	\$39.50	\$0.00	\$0.00		\$39.50
			C06	\$11.28				\$11.28
	12/13/2019	Riverside 15A5883562279 Foreclosure	G01	\$42.68	\$0.00	0		\$42.68
								<u>\$639.92</u>

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	12/2/2019	Sutton, Gail 16A6810234624 Foreclosure	G01	\$537.48	\$2.50			\$539.98
	12/13/2019	Riverside 16A6910163024 Foreclosure	G01 C06	\$39.03 \$15.52	\$2.50	\$0.00		\$41.53 \$15.52
	12/13/2019	Riverside 16A5883562279 Foreclosure	G01	\$42.17	\$2.50	0		\$44.67
								<u>\$641.70</u>

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2017	12/2/2019	Sutton, Gail 17A6810234624 Foreclosure	G01	\$537.48	\$2.50			\$539.98
	12/13/2019	Riverside 17A6910163024 Foreclosure	G01 C06	\$39.03 \$15.52	\$2.50	\$0.00		\$41.53 \$15.52
	12/13/2019	Riverside 17A5883562279 Foreclosure	G01	\$42.17	\$2.50	0		\$44.67
								<u>\$641.70</u>

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2018	12/2/2019	Sutton, Gail 18A6810234624 Foreclosure	G01	\$537.48	\$2.50			\$539.98
	12/13/2019	Riverside 18A6910163024 Foreclosure	G01	\$39.03	\$2.50	\$0.00		\$41.53
			C06	\$15.52				\$15.52
	12/13/2019	Riverside 18A5883562279 Foreclosure	G01	\$42.17	\$2.50	0		\$44.67
								<u>\$641.70</u>

RLS*19*365	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2019	12/2/2019	Sutton, Gail 19A6810234624 Foreclosure	G01	\$560.15	\$0.00			\$560.15
	12/13/2019	Riverside 19A6910163024 Foreclosure	G01 C06	\$40.67 \$15.52	\$0.00	\$0.00		\$40.67 \$15.52
	12/13/2019	Riverside 19A5883562279 Foreclosure	G01	\$43.95	\$0.00	0		\$43.95
	12/2/2019	Walton, Derrick 5844206893 Disab. Vet. Exemption left off	G01	286.2				\$286.20
	12/9/2019	BLI Rentals, LLC 19A685373599101 Wrong bldg. code used	G01	27.71				\$27.71
								<u>\$974.20</u>



D-4



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

November 19, 2019

Sarah S. Tinkham  
Clerk to the Board  
Bertie County Commissioners  
106 Dundee Street  
PO Box 530  
Windsor, NC 27983

Dear Ms. Tinkham:

I am writing in response to the petition requesting the addition of Chowan Shores Drive, Owens Drive and Small Circle to the secondary road system of the North Carolina Department of Transportation in Bertie County.

The North Carolina Department of Transportation's policies for adding subdivision roads to its secondary road system requires that any subdivision road established after September 30, 1975, must be constructed to the North Carolina Department of Transportation "Minimum Construction Standards for Subdivision Roads". We have made an investigation and have not found that this road was in existence prior to September 30, 1975.

Since Chowan Shores Drive, Owens Drive and Small Circle were constructed after September 30, 1975, the following items will need to be addressed prior to adding these roads to the secondary road system:

1. Full depth patch the potholes at the intersection of Chowan Shores Drive and Dew Drop Drive. In addition, full depth patch the pothole near the intersection of Chowan Shores Drive and Small Circle and the pothole near parcel 21.
2. Due to the severe alligator cracking in the roadway in front of 111 Chowan Shores Drive, mill and resurface this section of roadway for approximately 200 feet.
3. Due to the condition of the pavement, resurface all roads with 1" of SF9.5A.
4. After resurfacing the roadway, add dirt to the shoulders to eliminate drop-offs and add aggregate base course stone as needed at driveways and mailbox turnouts.
5. None of the streets have Stop signs controlling the intersections. Install a Stop sign at the intersection of Chowan Shores Drive and SR 1336 (Dew Drop Rd). Install a Yield sign at the intersection of Owen Drive and Small Circle. Install a Stop sign at the intersection of Owens Drive and Chowan Shores Drive.
6. There are no pavement markings. Chowan Shores Drive should be striped with a double yellow centerline since it is over a half mile in length. Striping is not recommended for the other roadways due to their short length.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION ONE – DISTRICT TWO  
230 NC 42 WEST  
AHOSKIE, NC 27910

*Telephone:* (252) 332-4514  
*Fax:* (252) 332-3040  
*Customer Service:* 1-877-368-4968

*Location:*  
230 NC 42 WEST  
AHOSKIE, NC 27910



7. The outfall ditch between lots 21 and 22 should be mowed and cleared of woody vegetation.
8. We recommend that the property owners execute an operation and maintenance agreement for the outfall ditches that is binding on all property owners in the subdivision to maintain the outfall ditches beyond the right of way. This is not a requirement.
9. The back slopes of all lateral ditches should be mowed and cleared of woody vegetation including low hanging limbs.
10. Remove the non-breakaway brick mailbox at 229 Chowan Shores Drive, and replace it with a mailbox structure that complies with North Carolina Administrative Code subsection 2E.0404.
11. Remove the brick entrance sign in the median at the intersection of Chowan Shores Drive and Dew Drop Drive. Install the entrance sign on supports that meet break away standards, or place it on the shoulder of the road outside of the clear zone.
12. The median at the intersection of Chowan Shores Drive and Dew Drop Drive contains a large River Birch tree whose roots have grown around the nearby brick sign and underneath the pavement. Remove this tree.
13. Remove the brick and stone driveway structures at 114 Small Circle and 231 Chowan Shores Drive.
14. The roadway is not platted as public. Either a new plat is required that shows the roadway as public or the owner of the road must sign a right of way agreement.
15. Ensure no utilities are under the paved section of roadway except for those crossing perpendicularly.
16. Obtain encroachment agreements with the NCDOT for all utilities inside the dedicated right of way.
17. Obtain an encroachment agreement with the NCDOT for any subdivision sign that is placed in the right of way.
18. Obtain an encroachment agreement with the NCDOT that requires the homeowners to maintain the median at the entrance to the subdivision.
19. Ensure there are no illicit drainage connections from any house to the roadway ditch.

Once the aforementioned items have been satisfactorily addressed, the Department will proceed with conveyance of the right of way for Chowan Shores Drive, Owens Drive and Small Circle.

If you have any questions regarding this matter, please let me know.

Sincerely,

DocuSigned by:  
  
691F84AFD759405...  
Michael R. Hill, PE  
District Engineer

CC: Jerry Jennings, PE, Division Engineer  
G. Elvin Small, 103 E. Main Street, Elizabeth City, NC 27909

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STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

January 17, 2020

Sarah S. Tinkham  
Clerk to the Board  
Bertie County Commissioners  
106 Dundee Street  
PO Box 530  
Windsor, NC 27983

Dear Ms. Tinkham:

I am writing in response to the resolution requesting the addition of Pintail Drive and Brant Court to the secondary road system of the North Carolina Department of Transportation in Bertie County. These roads are located in Creekside Subdivision.

The North Carolina Department of Transportation's policies for adding subdivision roads to its secondary road system requires that any subdivision road established after September 30, 1975, must be constructed to the North Carolina Department of Transportation "Minimum Construction Standards for Subdivision Roads". After investigation, I have determined that Creekside Subdivision was constructed after September 30, 1975.

Since Creekside Subdivision was constructed after September 30, 1975, the following items will need to be addressed prior to adding the subdivision roads to the secondary road system:

1. Ensure the roadway aggregate base course stone (ABC) is a minimum of 8 inches in depth, and ensure the ABC stone extends 6 inches beyond the asphalt pavement width.
2. Pave the roadway to a minimum of 18 feet in width and ensure that the depth of asphalt is a minimum of 1.5 inches of asphalt surface course.
3. Provide documentation of the roadway structure including ABC stone thickness and asphalt thickness. This documentation should be sealed by a professional engineer. This is to ensure acceptable roadway structure. If this documentation can't be provided, have an independent testing agency take one random core every 500 feet and provide the results to my office. The results should provide the depth of ABC stone and the depth of asphalt at each location. All cores shall be repaired prior to acceptance of the roadway.
4. After paving the roadway, add dirt to the shoulders to eliminate drop-offs and add aggregate base course stone as needed at driveways and mailbox turnouts.
5. Widen all shoulders to a minimum of four feet in width as needed.
6. Establish vegetation at all bare areas.
7. Install a Stop sign at the intersection of Pintail Drive and US 13. Install a Yield sign on Brant Court at the intersection with Pintail Drive.

*Mailing Address:*  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION ONE – DISTRICT TWO  
230 NC 42 WEST  
AHOSKIE, NC 27910

*Telephone:* (252) 332-4514  
*Fax:* (252) 332-3040  
*Customer Service:* 1-877-368-4968

*Location:*  
230 NC 42 WEST  
AHOSKIE, NC 27910


Sarah S. Tinkham  
Creekside Petition Response  
1/17/20  
Page 2 of 2

8. We recommend that the property owners execute an operation and maintenance agreement for the outfall ditches that is binding on all property owners in the subdivision to maintain the outfall ditches beyond the right of way. This is not a requirement. Please note that the North Carolina Department of Transportation is not responsible for the outfall ditches beyond the right of way.
9. The front and back slopes of all lateral ditches should be mowed and cleared of woody vegetation.
10. The roads are not platted as public. Either a new plat is required that shows the roads as public or the owner of the roads must sign a right of way agreement.
11. Ensure no utilities are under the paved section of roadway except for those crossing perpendicularly.
12. Obtain encroachment agreements with the NCDOT for all utilities inside the dedicated right of way.
13. Obtain an encroachment agreement with the NCDOT if the subdivision sign is located inside the right of way.
14. Ensure there are no illicit drainage connections from any house to the roadway ditch.
15. Grade and clean out ditches as needed to provide positive drainage throughout the subdivision.
16. Grade and clean out ditches approaching the crossline inlets to the flowline of the pipe.

Once the aforementioned items have been satisfactorily addressed, the Department will proceed with conveyance of the right of way for Pintail Drive and Brant Court.

If you have any questions regarding this matter, please let me know.

Sincerely,

DocuSigned by:  
  
691F84AFD759405...

Michael R. Hill, PE  
District Engineer

CC: Jerry Jennings, PE, Division Engineer  
Shirley B. Taylor, 118 Pintail Drive, Windsor, NC 27983



**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**  
RON WESSON, Chair  
TAMMY LEE, Vice Chair  
ERNESTINE BAZEMORE  
JOHN TRENT  
GREG ATKINS

**RESOLUTION FOR SUBMISSION WITH FORM SR-1**

**CREEKSIDE SUBDIVISION**

**WHEREAS**, the attached petition has been filed with the Board of County Commissioners of the County of Bertie requested that the above subdivision, a map of the location is attached, be added to the Secondary Road System, and

**WHEREAS**, the Board of County Commissioners is of the opinion that the above described subdivision should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of the County of Bertie that the Division of Highways is hereby requested to review the above described subdivision, and to take over the road for maintenance if it meets established standards and criteria.

**CERTIFICATE**

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Bertie at a meeting held on the 2<sup>nd</sup> of December, 2019.

WITNESS my hand and the official seal this the 13<sup>th</sup> day of January, 2020.

A handwritten signature in cursive script that reads "Sarah A. Tinkham".

Sarah Tinkham, Clerk  
Bertie County Board of Commissioners

*Shirley B. Taylor*  
*118 Pintail Drive*  
*Windsor, NC 27983*  
*H (252) 794-4680 cell (252) 724-5172*

November 20, 2019

Juan Vaughan, II  
Bertie County Manager  
P O Box 530  
Windsor, NC 27983

Dear Mr. Vaughan,

On behalf of the fourteen families residing in the Creekside Subdivision of Bertie County, I am submitting the enclosed DOT Petition for Road Addition (Form SR-1) for your review and consideration.

While we are fully aware that this is one of the county's extraterritorial jurisdictions which can sometimes pose unique governing circumstances, we feel confident that something can be done to assist in getting the dirt road paved. We are asking for this assistance because oftentimes the road becomes almost impassable.

We take pride in our homes and our county and believe it is important for visitors to get an overall favorable impression of our community as well. With the construction of the new library and the proximity of other features to the subdivision to include Vidant Hospital, the Social Services Complex and the Bertie Recreation Park; we believe that proper maintenance of Pintail Drive in the Creekside Subdivision can be a contributing factor to positive impressions and possible growth of Bertie County.

Through the coordinated efforts of DOT, Bertie County, the Town of Windsor, Developer Milton Mizelle and the residents of Creekside Subdivision, pavement of Pintail Drive should become a reality.

Thank you in advance for any assistance you can provide regarding this request and we anxiously await your reply. For your convenience, I can best be reached on my cell phone number, (252) 724-5172 or email address: [shirleybtaylor@yahoo.com](mailto:shirleybtaylor@yahoo.com).

Yours Sincerely,

  
Shirley B. Taylor

Enclosure

**North Carolina Department of Transportation  
Division of Highways  
Petition for Road Addition**

**ROADWAY INFORMATION:** (Please Print/Type)

County: Bertie Road Name: Pintail Drive (see back for Brant Court)  
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Creekside Subdivision Length (miles): 1,092 ft

Number of occupied homes having street frontage: 14 Located (miles): within the 1,092 ft

miles N  S  E  W  of the intersection of Route King St. and Route US17  
(Check one) (SR, NC, US) (SR, NC, US)

We, the undersigned, being property owners and/or developers of Creekside Subdivision in Bertie County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print/Type)

Name: Shirley B. Taylor Phone Number: (252) 794- 4680

Street Address: 118 Pintail Drive Windsor, NC

Mailing Address: 118 Pintail Drive Windsor, NC 27983

**PROPERTY OWNERS**

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone</u>
Nayland & Linda Collier	113 Pintail Drive Windsor, NC 27983	(252) 794-2515
John & Shirley Taylor	118 Pintail Drive Windsor, NC 27983	(252) 794-4680
Cynthia Williams	110 Pintail Drive Windsor, NC 27983	(252) 724-2772
Linda Speller	117 Pintail Drive Windsor, NC 27983	(252) 794-8526
Mashaunda Razor	121 Pintail Drive Windsor, NC 27983	(252) 325-3600
Katrina Cobb	116 Pintail Drive Windsor, NC 27983	
David & Bonnie Cullipher	111 Pintail Drive Windsor, NC 27983	(252)209-7487

**INSTRUCTIONS FOR COMPLETING PETITION:**

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

**FOR NCDOT USE ONLY:** Please check the appropriate block

- Rural Road   
  Subdivision platted prior to October 1, 1975   
  Subdivision platted after September 30, 1975

**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>
BRANT COURT	2	239 ft			



CREEKSIDE SUBDIVISION PROPERTY OWNERS (page 2)

<u>NAME</u>	<u>MAILING ADDRESS</u>	<u>TELEPHONE</u>
Doris Harden	106 Pintail Drive Windsor, NC 27983	(252) 794-2128
Monique Craig	112 Pintail Drive, Windsor NC 27983	(252) 325-3523
Mary Combs	119 Pintail Drive Windsor, NC 27983	(252) 794-0302
Charlotte A. Johnson	109 Pintail Drive Windsor, NC 27983	(252) 325-2738
Martin & Kelly Phelps	108 Pintail Drive Windsor, NC 27983	(252) 325-3158
Queen & Washington Parker	106 Brant Court Windsor, NC 27983	(252) 794-1925
Ronald & Delores Bond	101 Brant Court Windsor, NC 27983	(252) 794-4969
Simon & Ollie Bazemore	296 St Marks Avenue, Freeport NY 11529	(516) 665-8513

NORTH CAROLINA

BERTIE COUNTY

Bertie County--Register of Deeds  
Belinda S. White, Register  
Inst #2291 Book 795 Page 909  
05/28/2002 10:19:15am

DECLARATION OF RESTRICTIVE COVENANTS FOR  
CREEKSIDE SUBDIVISION, SECTION 1

WHEREAS Wilton P. Rawis and Flora S. Rawis, his wife, and Milton W. Mizelle and Cathy C. Mizelle, his wife, hereinafter referred to as "Declarants" are the owners, and their spouses, of the real property shown on the map entitled "Creekside Subdivision, Section 1" dated September 2001, prepared by McDavid Associates, Inc., and of record in Plat Cabinet B, page 366, in the office of the Register of Deeds of Bertie County, to which map reference is made for further description, said map containing those residential lots known collectively as Creekside Subdivision, Section 1, located in Windsor Township, Bertie County, North Carolina; and

WHEREAS the Declarants desire to impose upon the above-described property certain restrictions and covenants for the benefit of all of the lots located on said property and of all future owners of said lots, and it being the Declarants' desire that these restrictions and covenants run with and be a part of and apply to each and every lot in Creekside Subdivision, Section 1;

NOW, THEREFORE, in consideration of the above-stated premises, the Declarants, for themselves and their heirs and assigns, do hereby declare that the property described hereinabove is held and shall be held, owned, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the above-described property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. All of the following limitations, restrictions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title, interest or estate in the above-described property, or any lot thereof. Said limitations, restrictions and covenants are as follows:

1. All lots and any dwelling located thereon shall be for single-family residential purposes only. No duplexes or apartment houses shall be constructed or placed on any lot. Short term rentals of less than 30 days are prohibited. There shall be no more than one residence per lot.

2. The single family dwelling constructed on any lot shall have at least 1200 square feet of heated floor space.

3. No house trailer, single or doublewide mobile home, or mobile home of any other description shall be placed on the lot. Modular homes fully complying with the North Carolina Residential Building Code and possessing a roof with a minimum roof pitch of 6/12 may be allowed in Declarants' discretion.

4. Only one detached private garage or other out-building incidental to the residential use of the lot shall be allowed without prior written approval from the Declarants. Otherwise, no tent, shack, garage, barn or other outbuilding, or temporary structure, shall be permitted on any lot.

5. All dwellings shall be of permanent construction of stone, brick, log, vinyl, or wood siding. All dwellings shall have the exposed exterior surfaces, if wood, properly stained or painted, and the exterior surfaces of such structures must be maintained in good condition after completion, without peeling or obvious worn paint or stain. Any other exterior foundation surface must be faced with stucco, brick, or stone. Neither asbestos nor artificial brick shall be permitted. In the Declarants' discretion, vinyl or aluminum trim may be allowed for soffits, and vinyl or aluminum-clad windows may likewise be allowed, if in keeping with the overall aesthetic design for the improvements. Any and all masonry retaining walls, whether or not part of the dwelling house, shall have their exterior exposed surfaces faced with stucco, brick, treated logs, vinyl (if part of the dwelling), or either natural or cultural stone (but neither asbestos nor artificial brick), and shall be reinforced with cement and/or block.

6. Construction of dwellings must be completed and the home occupied within twelve (12) months of the commencement of construction, unless the owner

obtains written approval of the Declarants. All driveways must be completed within six (6) months of occupying the dwelling.

7. Driveways must be graded and filled with rock, gravel, asphalt or concrete. No dirt driveways are permitted. It shall be the obligation of the lot owner to provide, install and maintain an adequate culvert and drainage pipe beneath his or her driveway as it crosses the ditch line at the back, front or side of the lot so that the natural flow of drainage will not be blocked at any time. The culvert or drainage pipe must be covered or faced with stone and be of sufficient size to accommodate the flow of surface water in the ditch and in no instance shall the drainage pipe be less than fifteen (15) inches in diameter.

8. Fencing along an owner's lot is allowed, provided no fence along any street in front of the house shall be more than five (5) feet high and no other fences shall be more than eight (8) feet high.

9. No fuel storage tanks, satellite dishes, radio antennas, television antennas, swimming pools or other supply or utility receptacles (except a mailbox of normal size) shall be placed in the front yard or the street side of a corner lot. No underground storage tanks are permitted under any circumstances. All tanks must be concealed within six (6) months of installation with a fence or evergreen shrubbery at least four (4) feet high, which must be properly maintained.

10. All telephone, electric, cable television or other wires of all kinds must be installed by the lot owner from transformer boxes or transmission cables installed by the Town of Windsor or any other public utility at a near the edge of the subdivision roads or streets and shall extend underground to any building, dwelling or other use connection. All utility lines must be installed underground.

11. Each lot owner shall be responsible for any damage to the subdivision roadway or adjacent ditches and landscaping within the road right-of-way which is caused by that lot owner or by the construction of moving vehicles of that lot owner's contractor.

12. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they

are not kept, bred or maintained for any commercial purpose. "Household pets" shall not be construed to include horses, cattle, pigs, goats, chickens, sheep or other wild, imported or exotic species not normally included in the term "household pets."

13. Each lot owner shall provide adequate space for parking a minimum of two (2) automobiles off the street right-of-way prior to occupying any dwelling constructed on the lot.

14. No commercial vehicles larger than two-ton trucks or stationary trailers of any kind shall be allowed to park overnight on any lot or street in the subdivision. Guest's recreational vehicles (RV's) may be parked overnight on a lot for a maximum of fifteen (15) days, and no longer.

15. No unlicensed, junked or non-roadworthy vehicles shall be parked or allowed to remain on any lot.

16. All mowers, tractors, boats, landscaping equipment and other tools or equipment shall be stored in an approved garage, shed or enclosed basement.

17. All sewage from the residence erected on any lot shall be disposed of in a private septic tank and drain field system of a size, location and standard approved by the North Carolina Board of Health and/or other appropriate governmental authority, or through an established sewage disposal and treatment service. No outdoor toilets shall be permitted on any lot except for temporary facilities during construction of the residence, which facilities shall be removed immediately upon completion of the residence.

18. No lot or dwelling shall be used for business or commercial purposes, except the following enterprises shall be allowed to operate in the home of the business owner: sewing, cooking, music instruction and art instruction; provided there is no external sign for, or other evidence of, the business activity.

19. No offensive or noxious activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No firearms shall be discharged within the subdivision other than for self-defense and no hunting of any kind shall be allowed.

20. Each lot owner is responsible for clearing the lot. The lot owner shall remove all stumps, limbs, trees and other debris within thirty (30) days after the same have been cut or placed upon the lot. The lot owner shall not bury debris upon the lot. All debris must be removed and hauled away from the lot. Once a lot is cleared, all lawns must have grass or suitable landscaping and shall be mowed at least once a month during active growth. While unimproved, lots may be left in a natural wooded state, but no refuse piles, high weeds or unsightly growths shall be permitted to grow or remain upon the lot. If a lot owner elects to have a garden plot, the garden plot shall be placed only in a location first approved by the Declarants, properly maintained, and kept free of any weeds or obstructions which would tend to substantially decrease the beauty of either the neighborhood as a whole or the specific garden area. In the event that a lot owner shall fail or refuse to mow the lawn or to keep the lot free of any of these conditions, then the Declarants, and their heirs and assigns, may enter upon said lot and remove such refuse or obstructions, or cut such high weeds or unsightly growth, and charge the lot owner for the work performed. The Declarants shall have the right to determine what is refuse, debris or unsightly, unsafe or offensive objects as long as the Declarants own a lot or lots in the Subdivision.

21. Each lot shall be imposed with and subject to minimum building setback lines as shown on the map of Creekside Subdivision, Section 1, which is of record in Plat Cabinet B, page 366.

22. The Declarants reserve for themselves and their heirs and assigns a fifteen foot drainage easement as shown on the map of Creekside Subdivision, Section 1, recorded in Plat Cabinet B, page 366, and the Declarants may further cut drainways for surface water whenever and wherever such action may appear to the Declarants to be necessary or desirable in order to maintain reasonable standards of health, safety and appearances. These easements expressly include the right of the Declarants to cut any trees, bushes, or shrubbery, make gradings of soil, or take any other similar action reasonably necessary to accomplish any of the aforesaid.

23. No lot shall be subdivided other than by the Declarants, except by means of a written and recorded instrument indicating that such subdivision has been approved by the Declarants. The limitations, restrictions and covenants herein shall also apply to any such subdivided lot.

24. If any persons shall violate any of the limitations, restrictions and covenants in this instrument or cause another owner to incur any expense in an attempt to correct the violation, it shall be lawful for any person owning real property situated in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of the limitations, restrictions and covenants, and either to prevent him from so doing, to collect payments made on his behalf, or to recover damages for the violation including court costs, expenses and reasonable attorney's fees.

25. Declarants reserve the right to require removal of any non-approved or non-conforming fence, outbuilding, lawn ornament, driveway or other structure, refuse, debris or unsightly, unsafe or offensive objects. The lot owner shall correct the non-approved condition within thirty (30) days of written notification from the Declarants. If the lot owner fails to correct the situation within thirty (30) days after written notification from the Declarants, the Declarants shall have the right to enter upon the land to correct the non-conforming situation at the lot owner's expense.

26. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Failure to prosecute any violation shall not be deemed a waiver.

27. These covenants shall run with the land and be binding on all parties and on all persons claiming under them for a period of twenty (20) years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners including those still owned by the Declarants or those claiming title under them has been recorded agreeing to change said covenants. Declarants reserve the right to amend, modify or vacate any restrictions herein contained whenever the

circumstances, in the opinion of the Declarants, warrant such amendment, modification or vacation as being necessary or desirable.

28. All privileges, powers, rights and authority herein reserved unto the Developer shall terminate at such time as the Declarants no longer have ownership rights in any lot in the Subdivision, and thereafter all said privileges, powers, rights and authority shall be exercised by and vested in a Committee of three (3) persons appointed by Declarants. Those persons appointed by Declarants shall serve for a period of one (1) year from such appointments. Thereafter, their successors in office shall be selected by a vote of the majority of the owners of lots in the Subdivision.

IN TESTIMONY WHEREOF the Declarants have hereunto set their hands and seals this 1<sup>st</sup> day of May, 2002.

*Wilton P. Rawls* (SEAL)  
Wilton P. Rawls

*Flora S. Rawls* (SEAL)  
Flora S. Rawls

*Milton W. Mizelle* (SEAL)  
Milton W. Mizelle

*Cathy C. Mizelle* (SEAL)  
Cathy C. Mizelle



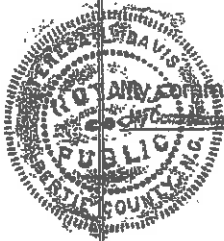
NORTH CAROLINA

Inst # 2291 Book 795 Page: 916

BERTIE COUNTY

I, Teresa L. Davis, a Notary Public, do hereby certify that Wilton P. Rawls and Flora S. Rawls, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and official seal this 16<sup>th</sup> day of May, 2002.



My commission expires: 8-27-2005

Teresa L. Davis  
Notary Public

NORTH CAROLINA

BERTIE COUNTY

I, Teresa L. Davis, a Notary Public, do hereby certify that Milton W. Mizelle and Cathy C. Mizelle, his wife, personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument.

Witness my hand and official seal this 16<sup>th</sup> day of May, 2002.



My commission expires: 8-28-2005

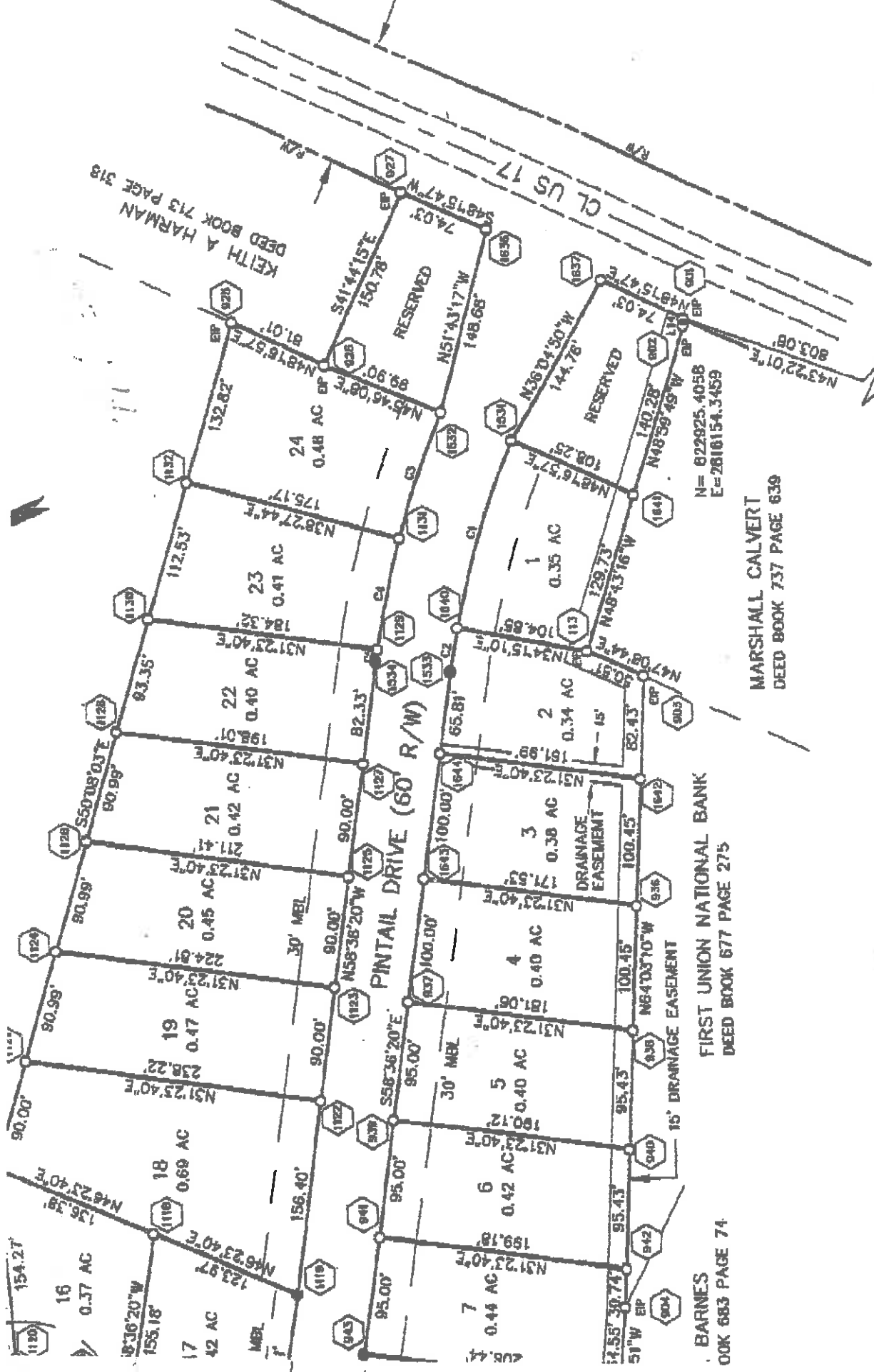
Teresa L. Davis  
Notary Public

The Foregoing Certificate(s) of TERESA L. DAVIS /NF

(are) Certified to be Correct.

This Instrument was filed for Registration on this 28th Day of May, 2002 in the Book and Page shown on the First Page hereof.

Balinda S. White By: Margaret K. Bond  
Balinda S. White, Register



KEITH A HARMAN 318  
DEED BOOK 713 PAGE 318

CONC MON  
NCCS STATION "DAWSON"  
N= 822341.6131875  
E=2615602.91839  
NAD 83  
COMBINED FACTOR 0.9999601293

MARSHALL CALVERT  
DEED BOOK 737 PAGE 639

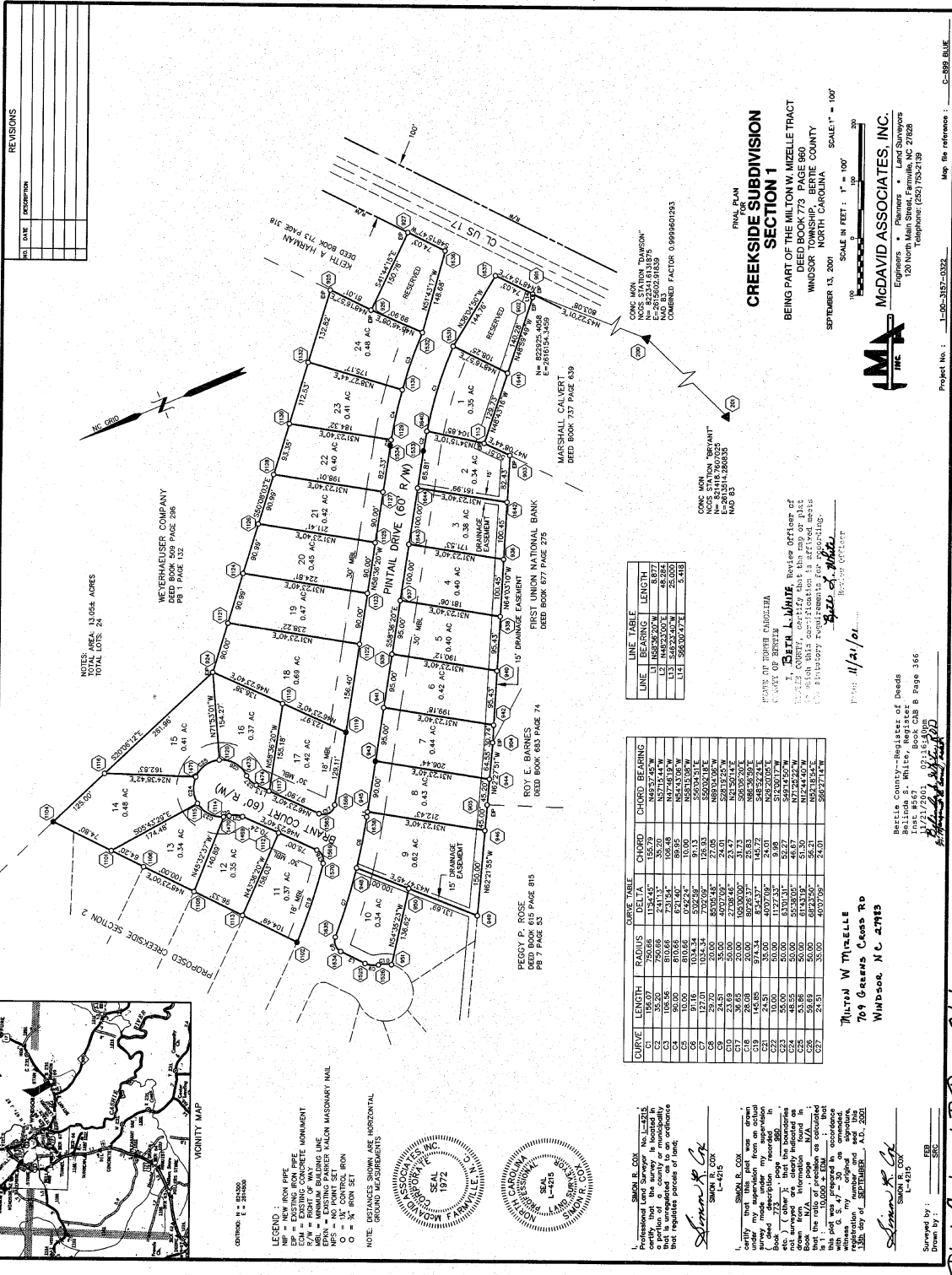
FIRST UNION NATIONAL BANK  
DEED BOOK 677 PAGE 275

BARNES  
BOOK 683 PAGE 74

LINE	BEARING	LENGTH
L1	N58°36'20"W	8.877
L2	N48°23'00"E	48.284
L13	S46°23'40"W	25.000
		R.418

EARING
45"W
44"W
19"W

Plot Cabinet B, Page 366



REVISIONS

NO.	DATE	DESCRIPTION

NOTES:  
TOTAL AREA 13.054 ACRES  
TOTAL LOTS 24

MEYERHAUSER COMPANY  
DEED BOOK 509 PAGE 296  
PG 1 PAGE 132

LEGEND:  
 EP = EXISTING IRON PIPE  
 R/W = RIGHT OF WAY  
 MBL = MINIMUM BOUNDING LINE  
 NPS = NO POINT SET  
 O = 1/4" IRON SET  
 NOTE: BOUNDING POINTS ARE HORIZONTAL



**Simon R. Cox**  
 L-4215  
 Professional Land Surveyor No. L-4215  
 State of North Carolina  
 My commission expires on 08/31/2008  
 I hereby certify that I am the author of this plat and that I am duly qualified to practice my profession in this State.

**Milton W. Mizelle**  
 L-4215  
 Professional Land Surveyor No. L-4215  
 State of North Carolina  
 My commission expires on 08/31/2008  
 I hereby certify that I am the author of this plat and that I am duly qualified to practice my profession in this State.

LINE TABLE

LINE	BEARING	LENGTH
L1	N82°32'00"W	8.977
L2	S82°32'00"W	25.000
L3	S43°23'40"W	25.000
L4	S66°30'47"W	3.418

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	38.07	750.00	241.57	35.20	N27°14.47"W
C2	35.50	750.00	241.57	35.20	N27°14.47"W
C3	100.00	810.66	731.54	108.48	N7°52.19"W
C4	100.00	810.66	731.54	108.48	N7°52.19"W
C5	100.00	810.66	731.54	108.48	N7°52.19"W
C6	100.00	810.66	731.54	108.48	N7°52.19"W
C7	100.00	810.66	731.54	108.48	N7°52.19"W
C8	100.00	810.66	731.54	108.48	N7°52.19"W
C9	100.00	810.66	731.54	108.48	N7°52.19"W
C10	100.00	810.66	731.54	108.48	N7°52.19"W
C11	100.00	810.66	731.54	108.48	N7°52.19"W
C12	100.00	810.66	731.54	108.48	N7°52.19"W
C13	100.00	810.66	731.54	108.48	N7°52.19"W
C14	100.00	810.66	731.54	108.48	N7°52.19"W
C15	100.00	810.66	731.54	108.48	N7°52.19"W
C16	100.00	810.66	731.54	108.48	N7°52.19"W
C17	100.00	810.66	731.54	108.48	N7°52.19"W
C18	100.00	810.66	731.54	108.48	N7°52.19"W
C19	100.00	810.66	731.54	108.48	N7°52.19"W
C20	100.00	810.66	731.54	108.48	N7°52.19"W
C21	100.00	810.66	731.54	108.48	N7°52.19"W
C22	100.00	810.66	731.54	108.48	N7°52.19"W
C23	100.00	810.66	731.54	108.48	N7°52.19"W
C24	100.00	810.66	731.54	108.48	N7°52.19"W
C25	100.00	810.66	731.54	108.48	N7°52.19"W
C26	100.00	810.66	731.54	108.48	N7°52.19"W
C27	100.00	810.66	731.54	108.48	N7°52.19"W

**CREEKSIDE SUBDIVISION SECTION 1**  
 BEING PART OF THE MILTON W. MIZELLE TRACT  
 DEED BOOK 72 PAGE 860  
 WINDSOB, NORTH CAROLINA

SEPTEMBER 13, 2001 SCALE 1" = 100'

**McDAVID ASSOCIATES, INC.**  
 Engineers • Planners • Land Surveyors  
 120 North Main Street  
 Telephone (252) 754-2139

Project No.: L-00-3157-0372  
 Map file reference: C-889 BLUE

DATE: 11/21/01  
 BY: [Signature]

Beattie County-Register of Deeds  
 Tract #567  
 Deed Book C&B Page 366  
 11/21/2001

**MILTON W. MIZELLE**  
 709 Greens Craggs RD  
 WINDSOB, N.C. 27143

Surveyed by: [Signature]  
 Drawn by: [Signature]

Plot Cabinet B, Page 366



D-5

July 12, 2019

RE: Bertie Martin Regional Jail Expansion Assessment  
Windsor, North Carolina

Mr. Terrence Whitehurst, Jail Administrator  
Bertie Martin Regional Jail  
230 County Farm Road  
Windsor, North Carolina 27983

Dear Mr. Whitehurst:

Moseley Architects is pleased to offer this Agreement for Services with Bertie Martin Regional Jail for the Bertie Martin Regional Jail Facilities Study, referred to hereinafter as the "Project". Our services shall be to provide a jail study with options for expansion and shall consist of the following:

1. Identify long term space needs and solutions.
2. Operations planning.
3. Personnel needs analysis.
4. Project probable costs for both additions and renovations.
5. Design and Construction Administration services – Phase 2.
6. Integration and training of the existing staff upon completion of A/E design and construction services – Phase 2.
7. Financial analysis of the value of Bertie County and Martin County investments in Bertie Martin Regional Jail and reserve funds and an appropriate "buy-in" investment to be made by Chowan County if all parties agree for Chowan County to join in the Bertie Martin Regional Jail Partnership.
8. Study of the retirement liabilities of the combined staffs of Bertie Martin Regional Jail and Chowan County Jail.
9. Potential timetable for the construction and renovation, as well as integration of staff and operations.
10. Work with an Advisory Stakeholders Group.
11. Present the findings to Stakeholders Group.

12. Provide a written report documenting the study findings, options to address needs, and recommendations for next steps.

Compensation for tasks listed above (items 1,2,3,4,9,10,11, and 12) shall be the lump sum of Forty-Eight Thousand, Seven Hundred Fifty and 00/100 Dollars (\$48,750.00). Compensation for Davenport's Financial analysis (items 7 and 8) shall be the lump sum of Twenty Thousand and 00/100 Dollars (\$20,000.00). Travel related expenses (travel, meals, and accommodations) are not included in this amount and are estimated to be the sum of Six Thousand and 00/100 Dollars (\$6,000.00).

Compensation for full architectural and engineering services for the approved option (Design, Bidding and Construction Administration items 5 and 6) shall be considered Phase 2 services and shall be negotiated upon notice to proceed by the Bertie Martin Regional Jail.

For other services not defined herein, compensation shall be as mutually agreed by Moseley Architects and Bertie Martin Regional Jail and shall be computed using the attached Schedule of Hourly Billing Rates, which is an integral part of this Agreement. The attached Terms and Conditions of Agreement for Services are also an integral part of this Agreement.

If this Agreement for Services is acceptable, please indicate your acceptance of and agreement to its terms and your authorization to proceed by signing below and returning one fully executed original for our files.

Thank you for this opportunity to be of service to Bertie Martin Regional Jail. Please let me know if you have any questions.

Sincerely,

Daniel R. Mace, AIA  
Vice President

**Accepted and Agreed:** **BERTIE MARTIN REGIONAL JAIL**

**By:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

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

pte/591910

Attachments:  
Schedule of Hourly Billing Rates  
Terms and Conditions of Agreement for Services

# MOSELEYARCHITECTS

## SCHEDULE OF HOURLY BILLING RATES - CALENDAR YEAR 2019

Rates are subject to change on January 1 of each year.

<b>Principals</b>	\$224
<b>Architects</b>	
Senior Project Manager	\$197
Project Manager	\$154
Architect	\$148
Architectural Designer	\$98
<b>Security and Detention Design</b>	
Security Design Specialist	\$186
<b>Engineering Director</b>	\$224
<b>Mechanical/Electrical/Plumbing/Engineering</b>	
Senior Engineer	\$172
Engineer/Designer	\$141
Intern Technician	\$98
<b>Structural Engineering</b>	
Senior Engineer	\$154
Engineer/Designer	\$129
Intern Technician	\$98
<b>Corrections Planner</b>	\$224
<b>Criminal Justice Consultant</b>	\$168
<b>Construction Administration</b>	
Construction Administrator	\$148
<b>Specification Writer</b>	\$148
<b>Sustainability Planning</b>	
Sustainability Planning Director	\$172
Energy Analyst	\$145
Sustainability Coordinator	\$129
<b>Interior Design</b>	
Interior Designer	\$98
<b>Administrative</b>	\$69

# MOSELEYARCHITECTS

## TERMS AND CONDITIONS OF AGREEMENT FOR SERVICES

These Terms and Conditions are an integral part of the Agreement for Services (“Agreement”) between Moseley Architects (“Architect”) and its client (“Owner”). In the event of a conflict between the Agreement and these Terms and Conditions, the Agreement shall govern. Architect’s services, Instruments of Service, and work product are intended for the sole use and benefit of Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose. Architect’s Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

### 1. COORDINATION WITH THE OWNER

The Architect shall confer with the Owner to coordinate its services with the Owner. The Architect shall have the benefit of the Owner’s experience and knowledge of its facilities, requirements, and current policies and standards applicable to the Project. To implement this coordination, the Owner shall provide to the Architect at no cost all existing information relevant to the Project and available to the Owner.

### 2. OWNER’S RESPONSIBILITIES

The Owner shall provide full information in a timely manner regarding its requirements for and limitations on the Project, and the Architect shall be entitled to rely on such information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Architect’s services, including any errors, omissions or inconsistencies in any documents prepared by the Architect.

### 3. COMPENSATION

For and in consideration of the services to be rendered by the Architect, the Owner shall pay and the Architect shall receive the compensation set forth in the Agreement. Unless otherwise specified, compensation shall be paid to the Architect on a monthly basis in accordance with monthly billing statements based upon the progress of services performed and reimbursable expenses (if applicable) incurred during that month. Monthly compensation shall be due and payable upon receipt of the billing statement by the Owner. Any payments not made within sixty (60) days on statements rendered shall be subject to a charge for interest at the maximum legal rate of interest, beginning sixty (60) days after the date of the statement, and failure to make any payments when due shall entitle the Architect to suspend services. The Architect’s final payment is due and payable upon completion of the Architect’s services.

### 4. OWNERSHIP OF DOCUMENTS AND RECORDS

Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner’s obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect’s professional activities.

In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section.

The Architect shall retain all pertinent records relating to the services performed hereunder for a period of three years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable expenses.

### 5. PROFESSIONAL RESPONSIBILITIES

The Architect’s Services shall be limited to those expressly set forth in this Agreement. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement. The Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

The Architect shall provide the following insurance: Worker’s Compensation – Statutory; Commercial General Liability – Bodily Injury - \$300,000; Property Damage - \$100,000; Comprehensive Automobile Liability - Bodily Injury - \$300,000; and Property Damage - \$100,000; Professional Liability - \$1,000,000 per claim and \$2,000,000 annual aggregate on a claims-made basis. Certificates of insurance, on an ACORD form, shall be furnished to the Owner upon request.



Upon written request of the Owner, the Architect will provide additional insurance, if available, including increased coverage and/or limits, and the Owner will pay the Architect a mutually agreed amount for the increased coverage. The Architect's liability to the Owner for any indemnity or any damages arising in any way out of the performance of this Agreement is limited to the insurance coverages and amounts stated herein. The Architect shall not be liable to the Owner for any indirect, special or consequential loss or damage arising out of the performance or services hereunder including, but not limited to loss of use, loss of profit, or business interruption whether caused by the negligence of the Architect or otherwise.

In performance of its services, the Architect shall exercise the standard of care ordinarily exercised by members of its profession in the same locale and who are performing their services under the same conditions. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

Neither the Architect nor the Architect's consultants will offer or have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

## **6. TERMINATION; SUSPENSION OF WORK**

The Owner may, at its discretion, terminate the Project or indefinitely suspend the Project under this Agreement by giving the Architect seven-day written notice. In such event, the Owner shall assume all obligations, commitments and claims that the Architect may have in good faith undertaken or incurred in connection with the Project. The Architect shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

## **7. SUCCESSORS AND ASSIGNS**

The Owner and the Architect each binds itself and its partners, successors, executors, administrators, and assigns to the other party to the Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement. Neither the Owner nor the Architect shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other, and agree that the Agreement represents the entire understanding of the Owner and the Architect and cannot be changed, added to, or modified in any way except in writing, signed by both the Owner and the Architect.

## **8. NON DISCRIMINATION**

The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

## **9. DRUG-FREE WORKPLACE**

During the performance of services provided under this Agreement, the Architect agrees to (i) provide a drug-free workplace for the Architect's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses (substituting the consultant or vendor for the Architect as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each consultant or vendor.

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done by the Architect in connection with this Agreement, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of such services.

END OF TERMS AND CONDITIONS

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

## **INTER-LOCAL AGREEMENT**

### **Bertie County, Martin County and Chowan County**

#### **Evaluation of Addition of Chowan County to the Bertie-Martin Regional Jail Partnership**

**WHEREAS**, the NC General Assembly passed Session Law 1981-269 allowing Bertie and Martin Counties to operate a regional jail; and

**WHEREAS**, the Bertie-Martin Regional Jail (BMRJ) has been beneficial to the citizens of Bertie and Martin County since its inception; and

**WHEREAS**, the NC General Assembly passed Session Law 1983-269 allowing nearby counties to join in the BMRJ; and

**WHEREAS**, Chowan County has expressed an interest in joining the BMRJ partnership;

**NOW THEREFORE**, as an exercise in regional collaboration and efficient use of local resources, the Boards of Commissioners of Bertie County, Martin County and Chowan County do hereby agree to a joint study to evaluate the opportunity to add Chowan County to join the BMRJ partnership.

**FURTHERMORE**, the Board of Commissioners of Bertie County, Martin County and Chowan County do hereby agree to undertake and fund an equal share of the costs of a Planning, Design and Engineering Study, said cost of which is subject to final approval by the Board of Commissioners of each county, to consider expansion of the BMRJ facility to accommodate the addition of Chowan County Jail inmates and operations at the current BMRJ facility in Windsor, NC to include, but not limited to, the following parameters:

- Operations planning;
- Space needs analysis;
- Personnel needs analysis;
- Analysis of the capital needs of the existing jail facility and potential renovation costs;
- Construction of needed additions to the existing jail facilities;
- Integration of existing staffs;
- Financial analysis of the value of Bertie County and Martin County investments in BMRJ and reserve funds and an appropriate "buy-in" investment to be made by Chowan County if all parties agree for Chowan County to join the BMRJ partnership;
- Actuarial study of the retirement liabilities of the current staffs of BMRJ and Chowan County Jail; and
- Potential timetable for the construction and renovation, as well as integration of staff and operations.

**FURTHERMORE**, the cost of the Study will be negotiated by the three County Managers after qualifications-based selection process and must be approved by the Boards of Commissioners of Bertie County, Martin County and Chowan County before the contract is awarded.

Each party to this Agreement shall sign a signature page to constitute valid execution of this Agreement.

\_\_\_\_\_  
Chairman  
Bertie County Board of Commissioners

Attest:

\_\_\_\_\_  
Bertie County Clerk to the Board

*Tommy W Bowen*  
\_\_\_\_\_  
Chairman  
Martin County Board of Commissioners

Attest:

*Janice Beard*  
\_\_\_\_\_  
Martin County Clerk to the Board

\_\_\_\_\_  
Chairman  
Chowan County Board of Commissioners

Attest:

\_\_\_\_\_  
Chowan County Clerk to the Board

## **INTER-LOCAL AGREEMENT**

### **Bertie County, Martin County and Chowan County**

#### **Evaluation of Addition of Chowan County to the Bertie-Martin Regional Jail Partnership**

**WHEREAS**, the NC General Assembly passed Session Law 1981-269 allowing Bertie and Martin Counties to operate a regional jail; and

**WHEREAS**, the Bertie-Martin Regional Jail (BMRJ) has been beneficial to the citizens of Bertie and Martin County since its inception; and

**WHEREAS**, the NC General Assembly passed Session Law 1983-269 allowing nearby counties to join in the BMRJ; and

**WHEREAS**, Chowan County has expressed an interest in joining the BMRJ partnership;

**NOW THEREFORE**, as an exercise in regional collaboration and efficient use of local resources, the Boards of Commissioners of Bertie County, Martin County and Chowan County do hereby agree to a joint study to evaluate the opportunity to add Chowan County to join the BMRJ partnership.

**FURTHERMORE**, the Board of Commissioners of Bertie County, Martin County and Chowan County do hereby agree to undertake and fund an equal share of the costs of a Planning, Design and Engineering Study, said cost of which is subject to final approval by the Board of Commissioners of each county, to consider expansion of the BMRJ facility to accommodate the addition of Chowan County Jail inmates and operations at the current BMRJ facility in Windsor, NC to include, but not limited to, the following parameters:

- Operations planning;
- Space needs analysis;
- Personnel needs analysis;
- Analysis of the capital needs of the existing jail facility and potential renovation costs;
- Construction of needed additions to the existing jail facilities;
- Integration of existing staffs;
- Financial analysis of the value of Bertie County and Martin County investments in BMRJ and reserve funds and an appropriate "buy-in" investment to be made by Chowan County if all parties agree for Chowan County to join the BMRJ partnership;
- Actuarial study of the retirement liabilities of the current staffs of BMRJ and Chowan County Jail; and
- Potential timetable for the construction and renovation, as well as integration of staff and operations.

**FURTHERMORE**, the cost of the Study will be negotiated by the three County Managers after qualifications-based selection process and must be approved by the Boards of Commissioners of Bertie County, Martin County and Chowan County before the contract is awarded.

Each party to this Agreement shall sign a signature page to constitute valid execution of this Agreement.

\_\_\_\_\_  
Chairman  
Bertie County Board of Commissioners

Attest:

\_\_\_\_\_  
Bertie County Clerk to the Board

\_\_\_\_\_  
Chairman  
Martin County Board of Commissioners

Attest:

\_\_\_\_\_  
Martin County Clerk to the Board

  
\_\_\_\_\_  
Chair  
Chowan County Board of Commissioners

Attest:

  
\_\_\_\_\_  
Chowan County Clerk to the Board



# **Bertie County**

**Board of Commissioners**

## **COUNTY ATTORNEYS' REPORTS**

**MEETING DATE:** February 10, 2020

**SECTION:** County Attorneys' Report

**DEPARTMENT:** Legal

**TOPICS:**

1. Carolina Rebuilders' Ministry lease
2. Road Safety Maintenance Ordinance
3. Contract agreement for ownership of artifacts (TGOW)
4. Closed Session minutes reviewed – expected February 18

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Discussion and/or approval as recommended.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

## **NOTICE OF NEGOTIATED OFFER TO LEASE**

Take notice that Bertie County has received a negotiated offer from Cross Coalition, LTD, doing business as Carolina Rebuilding Ministry, a North Carolina non-profit corporation, to lease a portion of the real property located at 1006 Wayland Street, Windsor, North Carolina 27805, PIN# 6802-355-4529, which portion is Lots 37, 38, 39 and 40 of Spruill Garden Development as shown on the map recorded in Map Book 1, Page 180 in the Office of the Bertie County Register of Deeds, which portion contains only the two main buildings: the one that faces Wayland Street and the one that faces Barringer Street. This does not include the old gym, the parking area or the remainder of the property. Bertie County obtained title to this property by deed dated June 14, 1977 from Roanoke-Chowan Educational Foundation, Inc., which deed is recorded at Book 603, Page 274 in the Office of the Bertie County Register of Deeds.

This lease offer is being advertised pursuant to N.C.G.S. 160A-272 because it is a lease for land with a term that exceeds 10 years. The lease term is 15 years. The tenant will use the property for the operation of a Christian ministry which, among other things, provides home repair services for low income residents and administrative services related thereto. Consideration for the lease is that the tenant, at its sole expense, will design, construct and upfit the main building that faces Wayland Street for use as a volunteer mission center. Tenant shall also improve the exterior and grounds of the Wayland Street building and the Barringer Street building. The tenant will then refurbish the interior of the Barringer Street building to be used as an extension of the activities conducted in the Wayland Street building. These upfits will take place during



a certain amount of time which is set out in detail in the written lease agreement. The upfit will involve the expenditure of no less than \$300,000.00 that tenant will obtain from external funding such as Duke and Golden Leaf. The tenant will also maintain the building and the grounds in good order and repair at its sole expense over the term of the lease. A copy of the full agreement is available for review at the office of the County Manager.

Within ten (10) days after February 19, 2020, any person may raise the offer by committing to lease terms that are more favorable to the County as the ones in the proposed lease. If the offer is so raised, the offeror shall deposit with the County Manager at his address of 106 Dundee Street, Post Office Box 530, Windsor, North Carolina 27983, a proposed written lease agreement with such terms, and the property shall then be re-advertised at the more favorable terms. This procedure shall be repeated until no further qualifying offers are received, at which time the Commissioners of Bertie County may accept the offer and lease the property to the most favorable bidder. The Commissioners of Bertie County have the sole and complete discretion to determine whether an upset offer contains more favorable terms than the prior offer, and the Commissioners may at any time reject any and all offers.

This negotiated lease advertisement is pursuant to N.C.G.S. 160A-269 and 160A-272 and follows the Commissioners' vote at their regular meeting on February 10, 2020 that acknowledged receipt of the offer that was proposed by Carolina Rebuilding Ministry and that expressed an intent to accept the offer subject to due advertisement of said offer and the following of the statutory procedure.

This the 10<sup>th</sup> day of February, 2020.

Bertie County

By: \_\_\_\_\_  
Juan Vaughan  
County Manager

JEH/ 19 County/ Carolina Rebuilding Ministry/Notice of Negotiated Offer to Lease 19-MS-345

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NORTH CAROLINA

BERTIE COUNTY

LEASE

THIS LEASE, made this the \_\_\_\_ day of December, 2019 (the "Effective Date"), by and between Bertie County, a body politic ("Landlord") and Cross Coalition LTD., doing business as Carolina Rebuilding Ministry, a North Carolina non-profit corporation ("Tenant").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the Landlord leases to Tenant and Tenant leases from Landlord certain property and improvements as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property and improvements located at 1006 Wayland Avenue, Windsor, North Carolina ("Building 1") and the real property and improvements located at the corner of Wayland Avenue and Barringer Street, Windsor, North Carolina ("Building 2"), both as shown on the attached Exhibit A (collectively, the "Premises").

2. Term. The term of this Lease shall be for one hundred eighty (180) months starting on the Effective Date (the "Term"). The Lease may be renewed or terminated at any time the Landlord and Tenant mutually agree to renew or terminate the Lease and both parties execute a written instrument memorializing such renewal or termination. Tenant may terminate this Lease by providing Landlord five (5) years' written notice during the Term or any Renewal Term.

3. Use of the Premises. Tenant may use and occupy the Premises for the operation of a Christian ministry which, among other things, provides home repair services for low income residents and administrative services related thereto. In no event shall Tenant make any use of the Premises in violation of any law, rule or government regulation, or which constitutes a nuisance to the public. Landlord agrees not to initiate or endorse any rule, regulation, ordinance or law or establish any private restrictive covenant which would adversely affect Tenant's use and enjoyment of the Premises. During times of state or federally-declared emergency or natural disaster, the Tenant will allow the Landlord to use the Premises, such as the conference rooms for meetings, as long as it does not interfere with the operations of the Tenant. In the event Landlord is offered or receives remuneration for such use (such as a per diem to secure such space), Landlord will accept such remuneration and pay it over to Tenant in exchange for being permitted the aforementioned use during such times.

4. Rent. Tenant shall pay no rent for the Premises during the Term or any Renewal Term.

5. Upfit, Maintenance and Repairs. Landlord is providing the Premises to Tenant in "as-is" condition. Tenant shall, at its sole cost and expense, design, construct and upfit Building 1 for use as a volunteer mission center and such construction and upfit shall be performed by licensed contractors and in compliance with all applicable building codes and regulations. Tenant shall improve the exterior appearance and grounds of Buildings 1 and 2 within six months after Tenant's receipt of funding from its external funding sources (e.g., Duke, Golden Leaf, etc, the "External Funding Sources") for such purpose, Tenant will present its plans for the interior upfit and the exterior improvement of Building 1 to Landlord for Landlord's approval. Approval is in the Landlord's discretion, such approval not to be unreasonably delayed, conditioned or withheld. Once approved by Landlord, the interior upfit and the exterior

improvement shall be completed within a reasonable amount of time, not to exceed 12 months after Tenant receives the funding from its External Funding Sources. Exterior plans for improvement will likely occur before interior upfit and Tenant will begin such exterior work as soon as feasible and adequately funded. Following the completion of the renovations on Building 1 and assuming adequate funding is received from External Funding Sources, Tenant shall similarly refurbish the interior of Building 2 in order to be used as an extension of the activities housed in Building 1, or for some other purpose. Tenant will present its plans for the refurbishing the interior of Building 2 to Landlord for Landlord's approval. Approval is in the Landlord's discretion, such approval not to be unreasonably delayed, conditioned or withheld. Once approved by Landlord and adequate funding is received from External Funding Sources, the refurbishing of the interior of Building 2 shall be completed within a reasonable amount of time, not to exceed 12 months. Landlord shall remove all personal property from the Premises within ten (10) days of the Effective Date. Any personal property of the Landlord not removed from the Premises within such period may be disposed of by Tenant. Tenant shall be responsible for all costs and expenses required to keep the entire Premises in good order and condition throughout the Term and any Renewal Term, provided Landlord shall be responsible for repairs and restoration occasioned by Landlord's own willful act or negligence or by casualty loss or condemnation.

6. Utilities. Landlord shall not be required to furnish any services or utilities to the Premises during the Term or any Renewal Term; provided, however, that Landlord shall use its best efforts to work with Tenant to ensure that adequate utilities (water, electrical, sewage) are available at the Premises.

7. Tenant's Acceptance of Premises. Tenant has had an opportunity to inspect the Premises and accepts the Premises in its "as-is" condition. Tenant shall be entitled to make interior and structural alterations to the Premises with Landlord's consent, such consent not to be unreasonably delayed, conditioned or withheld. Tenant shall provide written notice to Landlord of any the general nature of such alterations. Any work (including interior and structural) performed by Tenant shall be done in a good and workmanlike manner. Tenant shall not at any time permit any work to be performed on the Premises except by duly licensed contractors or subcontractors who are properly and adequately insured. In the event such work results in a claim of lien against Landlord, Tenant shall hold Landlord harmless from such lien or claim of lien. Upon termination of this Lease, all improvements made by Tenant during the Term or any Renewal Term shall remain in the Premises.

8. Damage or Destruction of Premises. If the Premises are rendered uninhabitable by fire or other casualty, Tenant shall have the option to either (a) instruct Landlord to use the insurance proceeds to repair or rebuild the Premises, the total cost to Landlord not to exceed the amount of the insurance proceeds; (b) repair or rebuild the Premises itself and instruct Landlord to reimburse Tenant from the insurance proceeds the actual out-of-pocket costs of Tenant in doing so; or (c) terminate the Lease. In the event Tenant elects to terminate the Lease, Tenant shall have the option for sixty (60) days from the date of notice of such termination to purchase the Premises "as is" with no warranties, express or implied, for the fair market value of the real property minus the depreciated value of the improvements to the Premises which were funded by Tenant or Tenant's External Funding Sources.

9. Assignment/Sublease. Tenant may not assign this Lease or sublet any portion of the Premises without prior written approval of Landlord, which approval shall not be unreasonably delayed, conditioned or withheld.

10. Insurance. Landlord shall maintain property and liability insurance on the Premises through the North Carolina Association of County Commissioners Risk Management Pool during the Term and any Renewal Term and shall provide Tenant with a certificate setting forth the coverage limits and types of such insurance. Landlord shall consult with Tenant in determining the appropriate levels of

insurance coverage for the Premises and such coverage levels shall be reasonably acceptable to Tenant. During the Term and any Renewal Term, Landlord shall maintain in effect all risk insurance coverage for loss of or damage to the Premises in the amount of its replacement value, which replacement value shall be increased as Tenant's upfit increases the value of the Premises, with such endorsements and deductibles as Landlord determines from time to time. Tenant shall be responsible for insuring the contents inside the Premises.

11. Tenant's Compliance. Tenant shall comply with all applicable laws, ordinances and regulations affecting Tenant's use and occupancy of the Premises and shall indemnify and hold Landlord harmless from loss, cost or expenses resulting from or occasioned by Tenant's use of the Premises, whether caused by Tenant or by his agents, servants, employees, independent contractors or licensee. Landlord agrees not to initiate or endorse any rule, regulation ordinance or law which would adversely affect Tenant's use and enjoyment of the Premises.

12. Subordination. This Lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate and inferior to any mortgages, deeds of trust, liens and/or encumbrances now or hereafter placed on the Premises by Landlord, and all advances made under any such liens or encumbrances, the interest payable on any such lien or encumbrance, and any and all renewals or extensions of such liens or encumbrances. Upon Landlord's request, Tenant shall execute any reasonable documents which may be required to evidence such subordination. If Tenant is notified of Landlord's assignment of this Lease as security for a mortgage loan, and of the name and address of the mortgagee or trustee, Tenant shall not terminate or cancel this Lease for any default on the part of Landlord without first: (a) giving notice of its intention to do so to such mortgagee or trustee, the notice to describe in reasonable detail the nature and extent of the default; and (b) affording such mortgagee or trustee a reasonable opportunity to perform on behalf of Landlord its obligations under this Lease.

13. Environmental Laws. Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing. Landlord represents and warrants that on the date of this Lease, the Premises are free of any and all Hazardous Materials. Landlord hereby indemnifies and holds harmless Tenant, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Tenant as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from or on any above ground Premises or gas tanks or gasoline spills or any Hazardous Materials caused by Landlord, its employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises. For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials law or regulation, (b) is regulated, controlled or governed by any governmental agency, (c) is petroleum or a petroleum product, or (d) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials). The warranties and indemnities contained in this paragraph 13 shall survive the termination of this Lease.

14. Signs. Tenant shall have the exclusive right to place Tenant's signs in, on and about the Premises, provided the same are in compliance with the law, and any applicable covenants and restrictions, purchased and installed at the sole cost and expense of Tenant and are removed from the Premises at the expiration or earlier termination of the Term or any Renewal Term and such damages as caused by the removal shall be repaired by Tenant. Tenant shall be responsible for all applications, fees and permits required in conjunction with such signage.

15. Landlord's Access to Premises. Landlord shall have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to examine same, show the Premises to prospective tenants within ninety (90) days prior to the termination date of this Lease or any Renewal Term, allow inspection by mortgagees, and make such repairs, alterations or changes as Landlord deems necessary. Tenant reserves the right to accompany Landlord at all times during any entry by Landlord.

16. Default. In the event Tenant is (a) in breach of any obligation herein set forth and fails to cure such breach within thirty (30) days after written notice thereof from Landlord (or fails to undertake to cure within such thirty (30) day period and diligently pursue to completion such cure if it cannot reasonably be completed within the thirty (30) day period); or (b) consents to the appointment of a receiver or conservator or have a receiver or conservator appointed for it and such receiver or conservator is not removed within sixty (60) days of its appointment, then in addition to any other lawful right or remedy which Landlord may have, Landlord may without further notice terminate this Lease or repossess the Premises, and with or without terminating, re-let the Premises. All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy. No waiver by Landlord of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

17. Quiet Enjoyment. If Tenant complies with each of its obligations hereunder, Tenant shall peacefully have and enjoy the use of the Premises during the Term and any Renewal Term. No action of Landlord in repairing or restoring the Premises shall be deemed a breach of this covenant or give Tenant any right to modify this Lease. Landlord agrees to execute any and all easements or rights of way on, over or under the Premises or any part thereof at Tenant's request which may be needed or required by Tenant in conjunction with Tenant's use and enjoyment of the Premises.

18. Notices. All notices provided for in this Lease shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Landlord: Bertie County  
PO Box 530  
Windsor, NC 27983  
Attn: Juan Vaughan, Interim County Manager

If to Tenant: Carolina Rebuilding Ministry  
P.O. Box 924  
Edenton, NC 27932  
Attn: Executive Director \_\_\_\_\_

19. 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 Lease shall not have any affect on the balance thereof. Should Landlord or Tenant 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 maximum amount allowed by law. This Lease shall be binding upon the respective parties hereto, and upon their successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties, and any changes hereto must be in writing signed by both parties. Subject to Tenant's right of first refusal, Landlord may sell the Premises without affecting the obligations of Tenant hereunder.

20. Taxes. Both Landlord and Tenant are exempt from the requirement to pay real property taxes, special or other assessments and other governmental charges. In the event any such tax, special or other assessment is levied against the Premises by any governmental authority, Landlord shall be responsible the payment of the same.

21. Holdover. If Tenant remain on the Premises beyond the expiration or earlier termination of the Term or any Renewal Term, such holding over in itself shall not constitute a renewal or extension of this Lease, but such holding over shall be on a month to month basis upon the same terms and conditions in effect.

22. Condemnation. If the whole or any significant part of the Premises is taken or condemned pursuant to eminent domain or any other governmental taking and such taking would materially and detrimentally affect Tenant's use of the Premises during the initial Term, this Lease may be terminated at Tenant's option and Tenant shall be reimbursed for its upfit costs, which reimbursement shall be capped at the amount actually received by Landlord for the taking. In the event only a portion of the Premises are subject to any such taking and the loss of such a portion of the Premises would not materially and detrimentally affect Tenant's use of the Premises, this Lease will not terminate and Tenant shall be reimbursed for its upfit costs, if any, impacted by such taking, which reimbursement shall be capped at the amount actually received by Landlord for the taking. Landlord shall promptly, following any partial condemnation that does not result in a termination of the Lease, restore the Premises as nearly as possible to the condition as existed immediately prior to such taking.

23. Broker Commission. Landlord and Tenant represent and warrant that neither has dealt with or through a Broker in conjunction with this Lease.

24. Jurisdiction and Venue. The parties agree that this Lease 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.

25. Tenant's Right of First Refusal. In the event Landlord elects to sell or exchange the Premises or any interest therein or portion thereof during the Term or any Renewal Term, Tenant shall have the right of first refusal to purchase that portion of or interest in the property which Landlord has elected to sell or exchange upon the same terms and conditions as any other bona fide offer acceptable to Landlord. Upon receipt of a bona fide offer from a third party that Landlord is willing to accept, Landlord shall give Tenant written notice of said offer, which notice shall include the terms of the offer. Tenant shall have twenty (20) days to provide Landlord with written notice of Tenant's decision to purchase the Premises on those same terms and conditions. If Tenant does not provide such written notice, Landlord shall be free to accept the offer from the third party, and proceed to closing.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year above written.



LANDLORD:  
Bertie County

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

Its: \_\_\_\_\_

TENANT:  
Carolina Rebuilding Ministries

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

Its: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Officer

**EXHIBIT A**

**PREMISES**

**Lots 37, 38, 39 and 40 of Spruill Garden Development as shown on the map recorded in Map Book 1, Page 180 in the Office of the Bertie County Register of Deeds. This is a portion of the property that was conveyed to Bertie County by deed dated June 14, 1977 from Roanoke-Chowan Educational Foundation, Inc., which deed is recorded at Book 603, Page 274 in the Office of the Bertie County Register of Deeds.**

**TOGETHER WITH an easement for ingress, egress and regress and parking for up to 30 vehicles in the parking areas that are located on the County's adjacent lots so long as Tenant does not block access to any of the entrances to the old gymnasium that the County uses for storage.**