

# Bertie County Board of Commissioners



June 5, 2017  
**2:00 PM**

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

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**June 5, 2017**  
**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.*

**2:00 – 3:45** – Afternoon Work Session – Review of Closed Session Minutes & FY2017-2018 Budget

**3:45** – Break

**4:00-4:05** Call to Order and Welcome by Chairman Trent

**4:05-4:15** Invocation and Pledge of Allegiance by Commissioner Lee

**4:15-4:25** Public Comments (*3 minute time limit per speaker*)

**(A)**

**\*\*\* APPOINTMENTS \*\*\***

**4:25 – 4:35** (1) Mr. Henry Lancaster, Governor Cooper’s Region One Liaison for Hurricane Matthew covering Edgecombe, Nash, Wilson, Martin, Pitt and Bertie counties will provide a brief introductory report to the Board

**4:35 – 4:45** (2) Public Hearing #1 – CDBG Broadband Grant

**4:45 – 4:55** (3) Public Hearing #2 – Northeastern NC Regional Hazard Mitigation Plan

**4:55 – 5:05** (4) Introduction by newly appointed John Sapper, Director of Bertie Correctional Institute

**5:05 – 5:15** (5) Presentation of the proposed FY2017-2018 County budget by County Manager, Scott Sauer

**Board Appointments (B)**

1. ABC Board
2. Vidant Bertie Hospital Director’s Council

**Consent Agenda (C)**

1. Approve Minutes for Regular Meeting 5-15-17
2. Register of Deeds Fees Report – May 2017
3. Budget Amendments
4. Resolution adopting the Northeastern NC Regional Hazard Mitigation Plan

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

1. Review latest version and updates for library lease temporary space
2. Discuss Non-Smoking implementation and location of signage for installation
3. Additional discussion – H.B. 867 – Coastal counties opposing ban on commercial fishing and shrimp trawling as heard on May 15<sup>th</sup> in Blue Jay
4. Discuss DRAFT resolution for piece of highway named after Kent Bazemore
5. Review Employee Shared Leave Policy and consider proposed revisions

**Commissioners’ Reports (E)**

**County Manager’s Reports (F)**

**County Attorney’s Reports (G)**

**Public Comments Continued**

**Closed Session**

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

**Adjourn**

# Bertie County Board of Commissioners



June 5, 2017  
**4:00 PM**

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

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**June 5, 2017**  
**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.*

**2:00 – 3:45** – Afternoon Work Session – Review of Closed Session Minutes & FY2017-2018 Budget

**3:45** – Break

**4:00-4:05** Call to Order and Welcome by Chairman Trent

**4:05-4:15** Invocation and Pledge of Allegiance by Commissioner Lee

**4:15-4:25** Public Comments (*3 minute time limit per speaker*)

**(A)**

**\*\*\* APPOINTMENTS \*\*\***

**4:25 – 4:35** (1) Mr. Henry Lancaster, Governor Cooper’s Region One Liaison for Hurricane Matthew covering Edgecombe, Nash, Wilson, Martin, Pitt and Bertie counties will provide a brief introductory report to the Board

**4:35 – 4:45** (2) Public Hearing #1 – CDBG Broadband Grant

**4:45 – 4:55** (3) Public Hearing #2 – Northeastern NC Regional Hazard Mitigation Plan

**4:55 – 5:05** (4) Introduction by newly appointed John Sapper, Director of Bertie Correctional Institute

**5:05 – 5:15** (5) Presentation of the proposed FY2017-2018 County budget by County Manager, Scott Sauer

**Board Appointments (B)**

1. ABC Board
2. Vidant Bertie Hospital Director’s Council

**Consent Agenda (C)**

1. Approve Minutes for Regular Meeting 5-15-17
2. Register of Deeds Fees Report – May 2017
3. Budget Amendments
4. Resolution adopting the Northeastern NC Regional Hazard Mitigation Plan

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

1. Review latest version and updates for library lease temporary space
2. Discuss Non-Smoking implementation and location of signage for installation
3. Additional discussion – H.B. 867 – Coastal counties opposing ban on commercial fishing and shrimp trawling as heard on May 15<sup>th</sup> in Blue Jay
4. Discuss DRAFT resolution for piece of highway named after Kent Bazemore
5. Review Employee Shared Leave Policy and consider proposed revisions

**Commissioners’ Reports (E)**

**County Manager’s Reports (F)**

**County Attorney’s Reports (G)**

**Public Comments Continued**

**Closed Session**

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

**Adjourn**



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** A-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Mr. Henry Lancaster, Governor Cooper's Region One Liaison for Hurricane Matthew covering Edgecombe, Nash, Wilson, Martin, Pitt and Bertie counties will provide a brief introductory report to the Board

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** FYI only.

**ATTACHMENTS:**

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** A-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Public Hearing #1 – CDBG Broadband Grant

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---

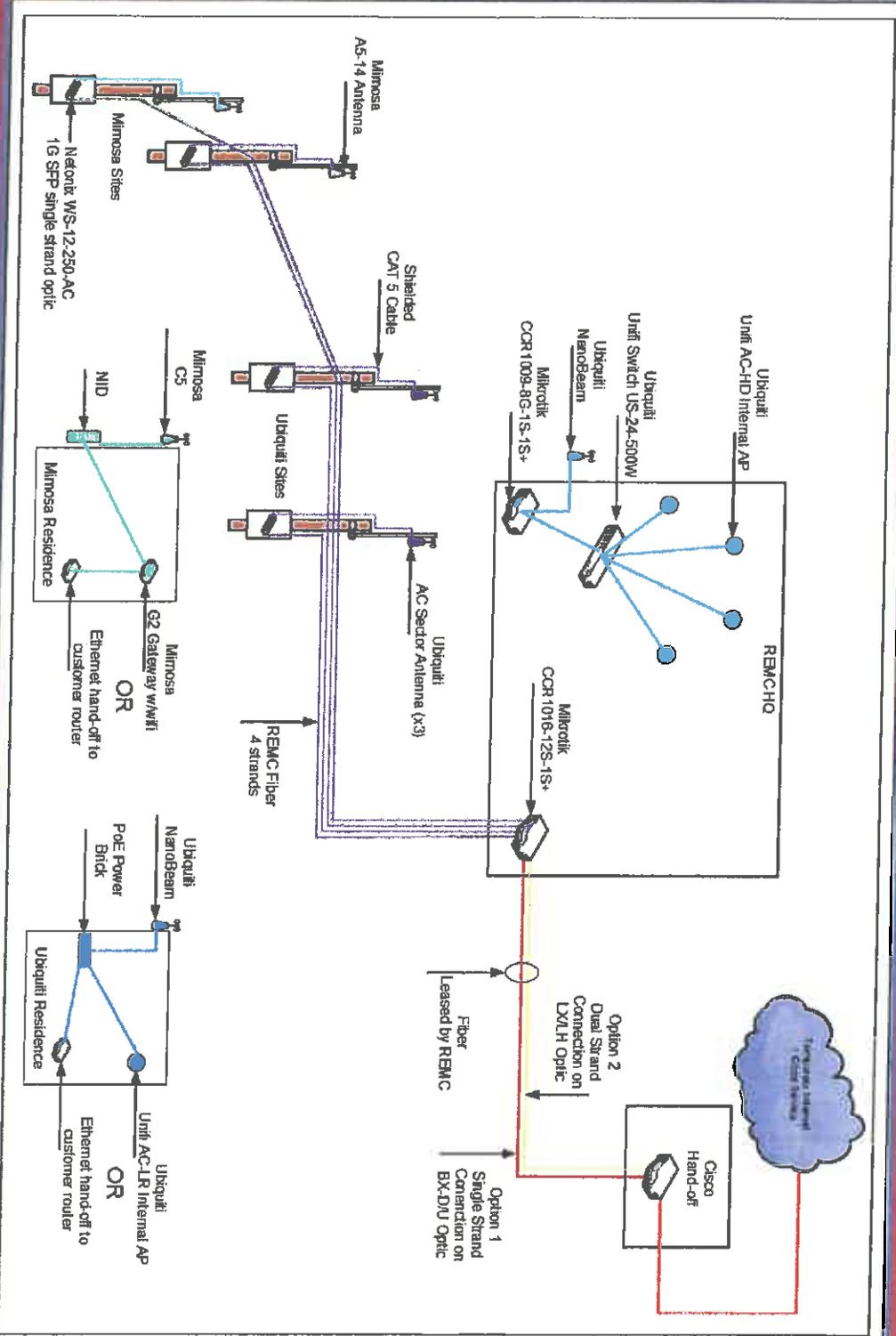
**BERTIE COUNTY- CDBG**  
**1<sup>ST</sup> PUBLIC HEARING- June 5, 2017**

This is the first of two public hearings that are required to apply for Community Development Block Grant or CDBG funds. It just explains the CDBG program. The second public hearing will be project specific.

There are a number of different types of funds available through the NC Community Development Block Grant program.

1. Community Development Block Grant-Infrastructure grants for public water and wastewater infrastructure. In 2013, the North Carolina General Assembly allocated Community Development Block Grant funds to the Infrastructure program and transferred funds to the Division of Water Infrastructure to administer. This transfer ended the Housing Rehabilitation program portion of the CDBG Program. The CDBG-Infrastructure grants are intended to improve the life of low to moderate income people.
2. The Community Development Block Grant for Economic Development (CDBG-ED) provides grants to local governments that partner with a pro-profit business to bring public infrastructure improvements and building renovation services.
3. The CDBG- Downtown Redevelopment Fund is designed for infrastructure upgrades of downtown buildings in order to meet current code requirements. The upgrades should be for vacant or underutilized downtown commercial buildings. The goal of the fund is the prevention or elimination of urban blight.
4. The Broadband Internet Services is a pilot program where all CDBG assisted activities must be an eligible activity and must demonstrate compliance with the statutory national objective of benefit to low and moderate income people.
5. Three units of local governments are eligible to apply if they meet the following criteria:
  - A. The local government must document the internet service is provided only to LMI households in partnership with a local non-profit organization
  - B. Installation of the new region-wide fiber network should not have been funded in whole or part by CDBG funds.
  - C. Local government officials and other interested parties have a minimum of one meeting
  - D. Documentation of how internet service will be provided at the time of application.

# Ubiquiti vs Mimosa



<p>22 0th NEW FARM OF MISSO RD. 5070 7th FLOOR, SUITE 200          FARGO ND 58103-1200 TEL: 701-785-2855 FAX: 701-785-2855 WWW: WWW.BECKER.COM</p> <p>BECKER TELECOMMUNICATIONS, INC.</p>	<p>Drawn By: CB          Date: 2-9-17          File Name: REMC Wireless Beta Test.vsd</p>	<p>Project Description:          Roanoke EMC          Pilot Wireless Beta Test Model</p>
---	---	--

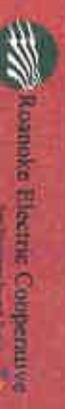
#theCall2018

@Roanoke EMC

f Facebook

in LinkedIn

You Tube





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** A-3

**DEPARTMENT:** Emergency Services

**SUBJECT:** Public Hearing #2 – Northeastern NC Regional Hazard Mitigation Plan

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---

## Memorandum

**To:** All Jurisdictions Participating in the Northeastern NC Regional HMP  
**From:** Landin W. Holland, MPA, AICP, CZO *lwH*  
**Date:** May 2, 2017  
**Subject:** **MANDATORY** Adoption Procedures

The Northeastern NC Regional Hazard Mitigation Plan (HMP) has received preliminary approval from the Federal Emergency Management Agency (FEMA) stating that all jurisdictions should proceed with adoption. The plan must be adopted by each of the participating County governments and by each of the municipal jurisdictions.

Adoption of the Regional HMP by each participating jurisdiction will require the scheduling of a public hearing and adoption of a resolution by your elected board. **NOTE: Failure to adopt the plan immediately could jeopardize your ability to secure emergency response funding in the event of a natural disaster.** A sample resolution is attached for your use (a digital copy can be downloaded from the project website). Please modify this draft resolution to comply with any necessary local requirements. The following steps should be carried out to ensure that the Regional HMP is certified by FEMA in an expedient manner:

- Schedule a public hearing for your **June meeting**, if possible. Provide your elected board members with the draft plan. A digital copy of the draft Regional HMP can be accessed via the project website at <http://www.rapregionalhmp.org/participate.html>. **Once a public hearing date has been set, please forward the meeting date and time to Cindy Anderson via email at [canderson@hcpplanning.com](mailto:canderson@hcpplanning.com) or by phone at 910/392-0060.**
- Arrange to publish a public hearing advertisement in a local newspaper of your choice. **The advertisement should be published at least ten days before the public hearing date.** In computing such period, the day of publication is not to be included, but the day of the hearing shall be included. A sample advertisement has been attached for your review and use (a digital copy can be downloaded from the project website).
- Hold the public hearing at the regularly scheduled meeting of your governing body on the scheduled date. Following the public hearing, the governing body should consider adopting the plan through approval of the attached resolution. If your governing body elects to table the adoption of the plan for any reason, please contact me immediately so that we may address any problems and/or concerns.
- Forward the executed adoption resolution to **Holland Consulting Planners, Inc., 3329 Wrightsville Avenue, Suite F, Wilmington, NC 28403, Attention: Cindy Anderson, *immediately* following the public hearing.**
- Secure an affidavit of publication for the public hearing notice from the newspaper and forward the affidavit of publication to **Holland Consulting Planners, Inc. (address provided above)** as soon as possible following the public hearing.

You may contact Cindy Anderson at 910/392-0060 if you have any questions or concerns regarding these instructions.



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** A-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Introduction by newly appointed John Sapper, Director of Bertie Correctional Institute

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** FYI only.

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** A-5

**DEPARTMENT:** Governing Body

**SUBJECT:** Presentation of the proposed FY2017-2018 County budget by County Manager, Scott Sauer

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** FYI only.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** FYI only.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---



## BERTIE COUNTY

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

## BOARD OF COMMISSIONERS

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

May 30, 2017

Chairman Trent  
Vice Chairman Bazemore  
Commissioner Lee  
Commissioner Wesson  
Commissioner White

To the Board of Commissioners and the citizens and taxpayers of Bertie County:

The NC Local Government Budget and Fiscal Control Act requires that the Budget Officer present a balanced budget and fiscal plan, and in order to satisfy this requirement, the following budget proposal has been prepared for the governing body's consideration for FY 2017-2018.

Bertie County families, businesses and entire neighborhoods were devastated with two flood events in September and October of 2016. For county government services, our staff have responded with courage and fortitude when faced with these challenges including the loss of the public library, the cooperative extension building, and the primary ambulance base (EMS Station One) in Windsor. Many new projects, programs and initiatives planned for the County have been deferred as we re-focus our attention to the painstaking process of recovery, hazard mitigation, and resiliency community planning.

Since late September, Board of Commissioners has spent countless hours seeking disaster recovery funding from state and federal legislators as we plan to rebuild facilities and plan for future flood events. This difficult work will continue for the next two to three years, and I am grateful for the Board's commitment to join forces with the Town of Windsor and other communities to seek grants and utilize resources from across the state. Most evident to date, has been the support from East Carolina University and North Carolina State University in seeking planning solutions and technical recommendations to protect families and business in the Cashie River Basin Drainage Area. The County and the Town have committed \$15,000 each toward the first phase a feasibility study to review strategies for storm water control and diversion in Cashie River Basin. Full funding for this project has been requested from the Golden Leaf Foundation which is administering the State's disaster recovery grants. In total, Bertie County's Golden Leaf Foundation applications include: \$72,707 for the Cashie River Basin feasibility study; \$300,000 for EMS Station One to supplement FEMA's pending project request of \$284,299; \$1.9 million for the relocation and construction of a new public library; and \$1.1 million for the replacement of the Cooperative Extension Building.

### **The Budget focus for FY 2017-2018:**

- Continuous improvement of services for citizens through support for staff, and investment in equipment and infrastructure advancements, previously neglected or deferred indefinitely.
- Performance matters in the face of adversity (two floods in 13 days).
- Protect our shareholders—the citizens of Bertie County (by cutting taxes for the second straight year).
- Strive to improve the quality of life, and protect the public safety for all citizens.

### **FY 2017-2018 General Fund highlights in the proposed budget:**

- The proposed FY 2017-2018 tax rate of 82.5 cents is a one-half cent tax rate reduction.
- The Proposed FY 2017-2018 Budget for Bertie County for the General Fund is \$23,745,649 which is an increase of \$299,566 or 1.2 percent above the current year budget as amended. By comparison, the proposed budget for FY 2017-2018 reflects an increase from the adopted budget ordinance for FY 2016-2017 of 4.82 percent or \$1,093,234.
- The County Tax Administrator has estimated the tax base for FY 2017-2018 at \$1,321,679,636 using revised assessments to reflect flood damaged properties and new or expanded facilities such as the investment in poultry production facilities.
- One penny on the tax rate will yield \$127,185 based on the combined collection rate for real property and motor vehicles of 96.23 percent as reflected in the audited financial statements for the fiscal year ended June 30, 2016.
- Including the one-half cent property tax rate reduction, projected revenues are sufficient to support the General Fund expenditures for all County operations, programs and debt service obligations, including the appropriation of fund balance reserves in the amount of \$1,649,873 which is \$222,005 less than the current fiscal year.

**FY 2017-2018 will continue the Board of Commissioners investment in “human capital” and support of County employees:**

- Cost of living adjustment of 3.0 percent effective July 1, 2017.
- Increased annual 401k supplemental retirement contribution of one-half percent (.5%) to achieve 3.0% for non-law enforcement personnel. Law enforcement personnel receive five percent 401k supplemental retirement contribution as required by State law.
- \$200 annual contribution for each employee medical flexible spending account.
- Continuation of the Employee Assistance Program.
- Anticipated seven percent (7.0%) increase in employee health insurance effective January 1, 2018.
- Anticipated twenty-five percent (25%) increase in retiree health insurance effective January 1, 2018. It should be noted that the anticipated cost for retiree health insurance of \$437,500 is budgeted for FY 2017-2018.

Historical salary increases for staff in recent the most decade:

- July 1, 2006           **3%**
- July 1, 2007           N/A
- January 1, 2008       **3%**
- July 1, 2008           **2%**
- July 1, 2009           N/A
- July 1, 2010           N/A
- July 1, 2011           **4%**
- July, 1 2012           N/A
- July 1, 2013           N/A
- July 1, 2014           **4%**
- July 1, 2015           **3%**
- July 1, 2016           N/A
- July 1, 2017           **3%** *Proposed (each percentage increase requires \$72,000)*

## Public Education

- \$3,003,000 is proposed for School Current Expense.
- \$375,000 is proposed for Capital Outlay.
- The Board of Education’s budget request includes estimated student enrollment of 2,191 pupils based on the FY 2017-2018 planning allotment from the NC Department of Public Instruction.
- The Bertie County Board of Education’s request and budget summary documents included a one page excerpt from the NC Department of Public Instruction’s Statistical Profile for School Year 2015-2016, which is Table 25, ***Per Pupil Expenditure (PPE) Ranking*** (for combined annual state, federal and local expenditures). Several state and regional comparisons of “per pupil expenditures” include the following counties:

<b>\$11,400</b>	<b>Bertie County Schools</b>
\$11,355	Chapel Hill/Carrboro City Schools
\$ 9,884	Edenton-Chowan County Schools
\$10,046	Hertford County Schools
\$10,172	Martin County Schools
\$11,758	Northampton County Schools
\$ 8,244	Wake County Schools

The sample selected above is in alphabetical order, as taken from the NCDPI report. In this 2015-2016 School Year report, ***Bertie County is ranked 8<sup>th</sup> in total PPE expenditures out of 116 school districts when federal state and local funding is aggregated.*** Local expenditures place Bertie 65<sup>th</sup> out of 116 school districts. Bertie PPE ranking for State funding is 6<sup>th</sup> out of 116 school districts.

- **Low Wealth Supplemental Funding Eligibility**—Using the most conservative calculation provided in March 2017, by the NC Department of Public Instruction, Bertie County’s minimum funding requirement for the current expense local appropriation is \$2,488,784. The proposed FY 2017-2018 school current expense local funding of \$3,003,000 is \$514,216 above, or 20.6 percent (20.6%) greater than the State’s minimum required appropriation for Bertie County Schools.

## Courthouse Security Initiative Request-- Chief District Court Judge Brenda Branch and Resident Superior Court Judge Cy Grant

- Five (5.0) additional Deputy Sheriff positions (funded for hiring effective date of April 1, 2018).
- \$96,000 Public Buildings—entrance renovations and inmate separation corridor improvements.
- \$48,000 Court Facilities—Audio/visual connectivity with Bertie Martin Regional Jail and Bertie Correctional Institution for in-facility containment and remote security of inmates and prisoners for first appearances.
- \$104,000 Court Facilities--Surveillance cameras for entrances, courtrooms and department work stations involving monetary transactions.

### **Budget review and deliberations for the Board of Commissioners:**

In addition to the proposed tax rate reduction, the cost of living adjustment for employees, funding for public education and the courthouse security initiative which are the major areas for consideration, there are many other items of interest which are included in the proposed FY 2017-2018 budget plan. Copies of the budget summary and line item detail report are available for inspection at the Clerk to the Board's Office and all financial information will be posted and updated on the County's website in order to provide 24-hour accessibility.

The FY 2017-2018 proposed budget for Bertie County will be presented publicly by the County Manager at the Board's regular meeting on June 5<sup>th</sup> at 4:00 p.m., and the Board's first work session is scheduled for June 8<sup>th</sup> at 9:00 a.m.

The Public Hearing on the proposed FY 2017-2018 budget will be held at 7:00 p.m. on June 12<sup>th</sup> in the Commissioners meeting room in Windsor.

As the governing body reviews each revenue item and examines all department operations and programs, citizens should be assured that the Board of Commissioners is actively engaged in the fiscal oversight of the County throughout the year. And as the budget process started for FY 2017-2018 this spring, the Board of Commissioners spent many hours reviewing the budget requests for special appropriations from various local and regional agencies which serve Bertie County.

### **Demonstrated financial results based on governing body's leadership and fiscal policy:**

- ***Cautious sales tax estimates yield increased cashflow.*** For the past several years the Bertie County Board of Commissioners has required very conservative revenue forecast projections for local sales tax receipts. As an example, for the FY 2015-2016 the audited financial statements reflect \$1,928,533 in local sales tax receipts, exceeding the budgeted amount by more than \$400,000. The current year sales tax receipts for FY 2016-2017 are on pace to perform in a similar manner.
- ***Tax reduction two years in a row.*** Last year this Board of Commissioners cut the property tax rate from 84 cents to 83 cents, and the proposed FY 2017-2018 budget cuts another half cent for taxpayers, lowering the tax rate to 82.5 cents.
- ***Financial support for volunteer fire departments increased by fifty percent (50%) July 1, 2016*** and is sustainable for the future. Last year this Board of Commissioners increased the annual appropriation for all twelve fire departments from \$20,000 to \$30,000 and this funding (a total of \$360,000) is included in the proposed budget for FY 2017-2018.

- ***Approved proactive financial strategies to address long term retiree health care expense obligations***, after careful examination of the County’s financial statements focusing on the increasing accrued unfunded liability as outlined below:

<b><u>Fiscal Year</u></b>	<b><u>County’s annual net Obligation for other post-employment benefits</u></b>
2012	\$2,386,998
2013	\$2,963,144
2014	\$3,385,713
2015	\$3,849,010
2016	\$4,246,067

During the current fiscal year, the Board of Commissioners engaged an actuarial firm to analyze the existing personnel policy provisions, as revised to exclude employees hired after July 1, 2016 from eligibility for retiree health insurance benefits, and to forecast the County’s financial liability through the year 2045, as required by governmental accounting regulations. The governing body received this report in January 2017 and examined the County’s financial liability forecast prior to the policy revision impact, which is \$84.1 million by the year 2045. By comparison, the actuarial analysis demonstrated the impact of the Board’s decisive action to exclude retiree health insurance for employees hired after July 1, 2016 decreased the County’s future financial obligation to \$29.05 million by the year 2045, a savings for taxpayers of \$55 million for the future accrued liability for retiree health insurance obligations.

To further protect the future taxpayers and mitigate this increasing accrued financial obligation, the Board of Commissioners voted unanimously to approve the FY 2016-2017 budget ordinance and to establish an irrevocable trust account for retiree health insurance. By appropriating \$242,000 annually and permanently restricting these monies for post-employment health insurance costs for eligible retirees, the actuarial analysis determined the strategy approved by the Board of Commissioners will further reduce Bertie County’s unfunded liability for retiree health insurance costs to \$16 million through the year 2045. The Board of Commissioners is to be commended for its fiscal acumen and commitment to cost containment strategies impacting future Boards for decades to come.

## **Summary**

For completion of the budget process for FY 2017-2018, the Board of Commissioners will continue the difficult task of allocating the County's resources, and prioritizing program requests which far surpass the funding available in some cases. County staff and department managers are prepared to explain the funding program requests, and to assist the Board in balancing its priorities within our fiscal limits.

I am indebted to the department heads and agency directors who have been very diligent in preparation of this fiscal plan, and especially to Mr. William Roberson the County Finance Director, for his careful review and technical assistance in developing this proposed budget.

Together, I am certain that we will complete the budget and chart a course toward recovery from the two recent flood events, always striving to protect and improve the quality of life for all Bertie County citizens and taxpayers.

Respectfully submitted,

Scott Sauer  
County Manager

**GENERAL FUND**

Ad Valorem-Prior Years	\$	463,100	
Motor Vehicle-Prior Years	\$	1,800	
Penalties and Interest	\$	120,000	
Sales Tax -1% Pt of Collection	\$	335,000	
1/2 Cent Sales Tax Article 40	\$	1,043,906	
1/2 Cent Sales Tax Article 42	\$	429,341	
Sales Tax Law Change Article 44*524	\$	606,565	
Payment in Lieu of Taxes-Federal Land	\$	50,000	
Other Taxes	\$	55,100	
Unrestricted Intergovernmental	\$	100,200	
Restricted Intergovernmental	\$	448,981	
Permits & Fees	\$	254,800	
Medical Service Fees	\$	854,000	
Non-Emergency Transport Fees	\$	1,239,000	
Landfill Fees	\$	1,759,563	
Sales & Service	\$	57,969	
Hospital Lease	\$	826,651	
Miscellaneous	\$	190,568	
Interest Earned	\$	20,000	
Indirect Cost Water Systems	\$	244,778	
Transfers from Lottery	\$	-	
Transfers from School Capital Reserve	\$	2,511,647	
FUND BALANCE APPROPRIATED	\$	1,649,873	
AD VALOREM TAXES	\$	9,192,342	
MOTOR VEHICLE TAXES	\$	1,290,465	
GENERAL FUND REVENUES			<u>\$ 23,745,649</u>
SOCIAL SERVICES FUND			
State and Federal Assistance	\$	3,313,848	
Health Choice	\$	3,090	
Transfer from General Fund	\$	1,267,283	
SOCIAL SERVICES FUND REVENUES			<u>\$ 4,584,221</u>
911 WIRE/WIRELESS FUND			
Interest Earned	\$	500	
User Charges and Fees	\$	174,541	
FUND BALANCE APPROPRIATED	\$	-	
911 WIRE/WIRELESS FUND REVENUE			<u>\$ 175,041</u>

LOTTERY		
Lottery Proceeds	\$	-
LOTTERY FUND REVENUE		<u>\$ -</u>
CAPITAL SCHOOL RESERVE FUND		
Capital School Reserve	\$	2,511,647
CAPITAL SCHOOL RESERVE FUND		<u>\$ 2,511,647</u>
REVALUATION FUND		
Transfer from General Fund	\$	65,000
REVALUATION FUND REVENUES		<u>\$ 65,000</u>
DEBT SERVICE		
Transfer From General Fund-QZAB-School	\$	212,181
Transfer From General Fund-QZAB-Brt High	\$	109,461
Transfer From General Fund-Middle School	\$	443,950
Transfer From General Fund-Health Building	\$	69,545
Transfer From General Fund-DSS-Building	\$	246,290
Transfer From General Fund-Hospital	\$	826,651
Transfer From General Fund-BHS-2012A	\$	841,461
Transfer From General Fund-BHS-2012B	\$	342,075
Transfer From General Fund-USDA Amb.	\$	64,821
DEBT SERVICE FUND REVENUES		<u>\$ 3,156,435</u>
COUNTY WATER DISTRICTS FUND		
Sale of Water & Fees	\$	2,823,800
COUNTY WATER DISTRICTS REVENUES		<u>\$ 2,823,800</u>
BERTIE TELEPHONE SYSTEM		
User and Miscellaneous Charges	\$	72,000
Transfer from General Fund-Phone Reserve	\$	-
BERTIE TELEPHONE SYSTEM REVENUES		<u>\$ 72,000</u>
REVENUES:	\$	<u>37,133,793</u>

<b>GENERAL FUND</b>	
Governing Body	\$ 233,921
Administration	\$ 251,312
HR & Risk Management	\$ 82,863
Finance	\$ 266,301
Tax	\$ 604,903
Legal	\$ 135,000
Court Facilities	\$ 241,872
Elections	\$ 197,095
Register of Deeds	\$ 318,036
Public Buildings & Grounds	\$ 796,292
Data Center	\$ 248,304
Sheriff	\$ 2,798,726
Communications	\$ 459,012
Emergency Management	\$ 542,513
Emergency Medical Service	\$ 2,516,307
Non-Emergency Transport	\$ 1,000,344
Planning/Building Inspections	\$ 317,628
Medical Examiner	\$ 25,000
Animal Control	\$ 190,071
Solid Waste	\$ 474,308
Economic Development	\$ 171,490
Cooperative Extension	\$ 272,442
Soil Conservation	\$ 80,284
Health	\$ 98,000
Veterans Service Office	\$ 54,114
Council on Aging/Nutrition	\$ 486,576
Parks & Recreation	\$ 313,558
Transfers-Social Services	\$ 1,267,283
Transfers-Revaluation	\$ 65,000
Transfers-Debt-QZAB	\$ 212,181
Transfers-Debt-Middle School	\$ 443,950
Transfers-Debt-DSS	\$ 246,290
Transfers-Debt-QZAB-Bertie High	\$ 109,461
Transfers-Debt-Health	\$ 69,545
Transfers-Debt-Hospital	\$ 826,651
Transfers-Debt-Bertie High School (2012 A/B)	\$ 1,183,536
Transfers-Capital School Reserve	\$ 75,000
Transfers-USDA Amb.	\$ 64,821
Appropriations-Other Agencies	\$ 5,941,659
Contingency	\$ 64,000
<b>GENERAL FUND APPROPRIATIONS</b>	<b>\$ 23,745,649</b>
<b>SOCIAL SERVICES FUND</b>	
Social Services	\$ 4,584,221
<b>SOCIAL SERVICES FUND APPROPRIATIONS</b>	<b>\$ 4,584,221</b>

911 WIRE/WIRELESS FUND		
911 Wire/Wireless Fees	\$	175,041
911 WIRE/WIRELESS APPROPRIATIONS		<u>\$ 175,041</u>
LOTTERY		
Lottery Proceeds	\$	-
LOTTERY FUND		<u>\$ -</u>
CAPITAL SCHOOL RESERVE FUND		
Capital School Reserve	\$	2,511,647
CAPITAL SCHOOL RESERVE FUND APPROPRIATIONS		<u>\$ 2,511,647</u>
REVALUATION FUND		
Revaluation	\$	65,000
REVALUATION FUND APPROPRIATIONS		<u>\$ 65,000</u>
DEBT SERVICE FUND		
Debt Service Payments	\$	3,156,435
DEBT SERVICE FUND APPROPRIATIONS		<u>\$ 3,156,435</u>
COUNTY WATER DISTRICTS FUND		
System Operations	\$	2,823,800
COUNTY WATER DISTRICTS APPROPRIATIONS		<u>\$ 2,823,800</u>
BERTIE TELEPHONE SYSTEM		
User and Miscellaneous Charges	\$	72,000
BERTIE TELEPHONE SYSTEM APPROPRIATIONS		<u>\$ 72,000</u>
EXPENSES:		<u>\$ 37,133,793</u>



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** B-1

**DEPARTMENT:** Governing Body

**SUBJECT:** ABC Board

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

## ABC Board

**Immediate Vacancies:** N/A

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
ABC Board	3 years	James Pugh	7/1/14	6/30/17

**Special requirements:** N/A

**Notes:** Mr. James Pugh is seeking reappointment. Sharon Jones is seeking an initial appointment in the same position.

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

**Applications Received:**

2 – James Pugh is seeking reappointment; Sharon Jones is seeking to fill the spot with an initial appointment.

**Current Members (unexpired):**

1. Miles Davis (Chair)
2. William “Michael” Freeman

Appt. 3/2/15

ABC  
NCAC



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

Name: James S Pugh

Home Phone Number: (252)348-2858 Mobile: (252)377-7625

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

Email Address: \_\_\_\_\_

Home Address: 613 Indian Woods Road, Lewiston-Woodville, NC 27849

Mailing Address: 613 Indian Woods Road, Lewiston-Woodville, NC 27849

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

How long have you been a full-time resident of Bertie County? 82 years

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

County Commissioner District: 4

(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. Bertie County ABC Board
- 2. \_\_\_\_\_
- 3. NCAC
- 4. \_\_\_\_\_

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

I have the best interest of the County at heart and I want to continue to see the store and employees succeed. My background with working on this Board and working with the employees makes me qualified.

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

Supervisor, Bertie County Soil and Water District

If reapplying for a position you presently hold, how long have you served? approx. 9 months

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

Being retired I have been able to give my full time to this Board. I have also worked with the other Board members and employees to create a better ABC System. I was part of the team to bring the "Save a Life" tour to our Bertie County Students.

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:

3rd Vice Chair, 21 County Civic League; Chairman, PPI; Credentials Committee member for Roanoke Electric Association; NAACP Member.

### 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: 4/24/2014 Applicant's Signature: Jean S. Pugh

Return application to:

~~Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@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: 4/28/14

Received By: Sarah Shuler



This document will expire on 12/31/18

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

Name: Sharon L. Jones

Home Phone Number: 252-344-3686 Mobile: 252-325-0282

Home Fax Number: N/A

Email Address: Sharon.jones@dhhs.nc.gov

Home Address: 410 East Church Street, Roxobel, NC 27872

Mailing Address: P O Box 301, Roxobel, NC 27872

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

How long have you been a full-time resident of Bertie County? 53yrs

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

County Commissioner District: District 4

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

Occupation: Child Support Agent/Pt Cert. Pharm. Tech Employer: NC DHHS/ Walmart Pharmacy

Business Address: 1643 Twin Bridges Rd. Everette, NC/ 1529 Washington St. Williamston NC

Business Phone Number: 252-789-5212/ 252-792-5500 Business Fax: 252-789-5202

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

- |                     |          |
|---------------------|----------|
| 1. <u>ABC Board</u> | 3. _____ |
| 2. _____            | 4. _____ |

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

\_\_\_\_\_  
\_\_\_\_\_

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

None

\_\_\_\_\_

If reapplying for a position you presently hold, how long have you served? N/A

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

I have the interest at heart in regards to wanting to make sure the stores in the county is operating to their full compacity.

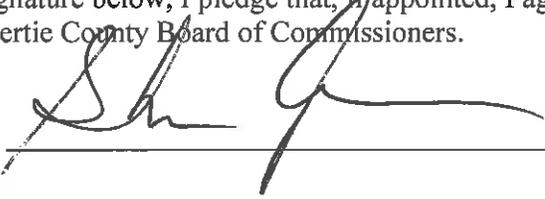
Do you have any delinquent Bertie County taxes? \_\_\_ Yes X No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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: 12/30/2016 Applicant's Signature: 

Return application to:

Misty Gibbs, Assistant County Manager/Clerk to the Board  
PO Box 530  
106 Dundee Street  
Windsor, NC 27983  
Fax: (252) 794-5327  
[misty.gibbs@bertie.nc.gov](mailto:misty.gibbs@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: 12/31/16

Received By: 



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** B-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Vidant Bertie Director's Council

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

## Vidant Bertie Hospital Director's Council

**Immediate Vacancies:** N/A

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
Vidant Bertie Hospital Director's Council	---	Dr. Steven Hill	6/27/17	---
Vidant Bertie Hospital Director's Council	---	Annie Wilson	6/27/17	---

**Special requirements:** N/A

**Notes:** See letter submitted by President Jeffrey Sackrison.

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

**Applications Received:**

Both individuals have been recommended and approved by the Vidant Bertie Hospital Director's Council; simply need the Commissioner's appointments.

**Current Members (unexpired):**

1. ---



# VIDANT HEALTH™

May 30, 2017

Mr. John Trent, Chairman  
Bertie County Commission  
County of Bertie  
Post Office Box 530  
Windsor, North Carolina 27983

Dear Chairman Trent:

At the May 17, 2017 meeting of the Vidant Bertie Hospital Directors Council, the recommendation of Dr. Steven Hill, Superintendent for Bertie County Schools, and Ms. Annie F. Wilson, Bertie County Register of Deeds, to fill two vacancies on the Council was approved.

In accordance with the lease agreement, these recommendations will require nomination by the Bertie County Commissioners to the Vidant Community Hospitals Board of Directors. I would like to request that this item of business be placed on the commission's agenda for action at their next meeting. Biographies for Dr. Hill and Ms. Winslow are enclosed for review. Thank you for your assistance in this matter.

Sincerely,

Jeffrey N. Sackrison  
President

[Enclosure]

cc: Glenwood Mitchell, Chairman  
Roger Robertson  
File



**Dr. Steven Hill,  
Superintendent of Schools, Bertie County, NC**

Prior to accepting the role as Superintendent of Schools for Bertie County, Dr. Hill acted as the Executive Director for the STEM East Network, an affiliate of East Carolina University. STEM East is an 11 county private-public education initiative guided by the Eastern North Carolina Employers & Superintendents Council. Prior to working with STEM East, Dr. Hill built his career within an entrepreneur business and the North Carolina governmental system. A key part of his work has been in the public education system, serving as a teacher, principal, and secondary education director as well as earlier work in public safety. Accolades include being named as a U.S. Delegate for the international Beijing science competition, serving on the North Carolina representative team for the national STEM Funders Network and receiving the IASL international leadership award for economic and community engagement.

Dr. Hill concedes that nothing would be possible without the support of his wife of 23 years, Michelle, and the motivation provided by his three daughters – Hannah, Madison, and Stevie Layke. Beyond the family, Dr. Hill's foundation is established in his faith and his work as Director and Deacon.

## *Annie Foshie ' Wilson*

***Annie F. Wilson is serving her second four year term as the Register of Deeds for Bertie County. As an elected official she is very much attuned to her community and North Carolina. This makes her vulnerable to changing tides of national and regional politics. Yet, as Register she is able to make decisions based on her understanding of the law and her oath of office.***

***Since taking office in 2012, Annie has held numerous positions with the North Carolina Association of Registers of Deeds. In 2013 she served as Legislative Co-Chair for her District. In 2014 she was voted by the members of the North Carolina Association of Registers of Deeds to serve on the Executive Committee. In 2014 she served as Historian; 2015 Secretary; 2016 she currently holds the position as Treasurer. In the year of 2019 Annie anticipates holding the position as President of the North Carolina Association of Registers of Deeds.***

***Before serving her five years as Register she devoted thirteen years being employed in the Register of Deeds Office as a Deputy.***

***In 2015, she earned her Bachelor of Science Degree in Business Administration Management from Shaw University, Raleigh, NC. While starting her educational journey in 2010 she received many outstanding and prestigious honors and awards.***

***Her honors include:***

- ***2011 The Gold Pen-Merited by High Academics for earning a cumulative GPA of 4.00***
- ***2012- The Silver Pen- Merited by High Academics for earning a cumulative GPA of 3.90***
- ***2012- Who's Who Among Students in American Universities & Colleges***
- ***2013- The Silver Pen- Merited by High Academics for earning a cumulative GPA of 3.90***
- ***2014-Inducted into Alpha Chi (National College Honor Scholarship Society)***
- ***2014-The Honor Pen- Merited by High Academics for earning a cumulative GPA of 3.17***
- ***2015- Inducted into "The National Society of Leadership & Success***
- ***2015- Honor Graduate of Shaw University, Raleigh, NC.***

***Other achievements in life:***

- ***Certified North Carolina Notary Public Instructor by the North Carolina Secretary of State.***
- ***Owner of "Exquisite Images by Annie" (Photographer)***
- ***Secretary of Youth Bertie Inc.***
- ***Member of Eveninglight Church of God in Christ Jesus, Inc., where she sings in various choirs and also a leader of the young girls group, "Royal Eveninglight Queens"***

***Among all of the accolades she has received in life, nothing equates to the title she holds as a full time mother of her endearing seventeen year old son.***

***Annie's experience as a public servant within her community will bring so much insight to serving as a member of the Vidant Bertie Directors Counsel. Contact can be made at 105 Madison Lane Windsor, NC 27983 or by phone at (252) 325-0462.***



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** C-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve Minutes for Regular Meeting 5-15-17

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

**Windsor, North Carolina**  
**May 15, 2017**  
**Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting inside the Blue Jay Volunteer Fire Department located at 1653 Indian Woods Road. The following members were present or absent:

Present: Ronald “Ron” Wesson, District I  
Stewart White, District II  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
Assistant County Attorney Jonathan Huddleston  
Finance Officer William Roberson  
Emergency Services Director Mitch Cooper  
Water Superintendent Ricky Spivey

School Board Members Present: Bobby Oceana, Chair  
Jo Davis Johnson

Bertie County Schools Staff Present: Superintendent Dr. Steven Hill  
Finance Officer Lisa Rabon

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

**CALL TO ORDER**

Chairman Trent called the meeting to order and thanked those present for their attendance.

## **INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner White led the Invocation and Pledge of Allegiance.

## **PUBLIC COMMENTS**

James S. Pugh of Indian Woods presented his concerns about grass height on the side of roads in his area, and that he would like for the County to assist in contacting NCDOT about getting it cut.

Chief Robert Cherry of Blue Jay welcomed the Commissioners to Blue Jay, and thanked them for bringing the meeting to the area. He also mentioned concerns with ditches and juggins in and around the Blue Jay area, and a request he made previously to NCDOT in which no action was taken.

Chairman Trent and Commissioner replied to both concerns and assured Mr. Pugh and Mr. Cherry that they would be sure to discuss these concerns in a follow up phone call and meeting with NCDOT to be held in the very near future.

Anthony Smallwood of Blue Jay thanked the Board and any County staff involved in securing the Blue Jay Recreation grant from Kate B. Reynolds. He also reiterated that Blue Jay stands ready to assist with the grant and reaffirmed their commitment to continued recreation efforts at the current recreation park.

## APPOINTMENTS

### **Presentation of FY2017-2018 proposed BCPS budget by Superintendent Dr. Steven Hill**

BCPS Superintendent, Steven Hill, and Finance Officer, Lisa Robbins, were present to present the proposed FY2017-2018 budget.

In summary, the following was presented:

- FY 2015-2016 Per Pupil Expenditure (PPE) Ranking (child nutrition excluded) which reflects Bertie County Schools at \$11,400 per student total PPE for the aggregate of State, Federal and Local expenditures.
- FY 2017-2018 ADM Allotment K thru 12 which is 2,191 students for Bertie County.

Dr. Hill's Proposed Budget Summary reflects:

- Local funds of \$3,073,000 (presumably \$3,003,000 current expense and \$70,000 court fines and forfeitures)
- Capital Outlay of \$375,000 (no project detail included)

The list of local funds includes:

- \$350,000 payments to charter school
- \$50,339 Office of Superintendent
- \$73,000 Legal Services
- \$253,419 Board of Education
- \$13,828 Human Resources
- \$75,000 Financial Services
- \$625,502 Maintenance
- \$176,374 Transportation
- \$145,000 Custodial Operations
- \$871,340 Utilities
- \$110,082 Communication Services
- \$32,550 e-rate
- \$10,034 Regular Curricular
- \$8,000 Security Support Services
- \$9,511 Media
- \$107,216 Co-Curricular
- \$32,803 Social Worker
- \$106,000 Regular Instruction

Additionally, Dr. Hill briefly updated the Board about the deficit reduction plan that has been proposed and submitted to NCDPI and the NC Board of Education.

The plan submitted will be reviewed at the NC Board of Education's next meeting on Friday, June 9<sup>th</sup>.

Commissioner Lee inquired if any additional staffing cuts were expected, and Commissioner White presented his concerns about the Board of Education's choice to charge \$5,500 a month in rent at the Bertie Early College for the temporary EMS Station One.

In response to Commissioner Lee, Dr. Hill stated that future reductions in force were still a possibility, but that the school system would have to wait for the State Board of Education to review the recently submitted deficit reduction plan. The State Board would be the authority on this matter, and would direct the school system in any further action.

To answer Commissioner White's concerns, Dr. Hill stated that he could take the matter to his Board at an upcoming meeting.

### **Update by Chris Hilbert of Holland Consulting Planners**

Chris Hilbert of Holland Consulting Planners was present to update the Board about the latest amount of applications received for a potential buy out or elevation program.

Mr. Hilbert reported that 102 applications have been received, 37 of which were from residents outside of the Windsor town limits.

At this time, the deadline for additional applications has passed, but new applications can be submitted as "alternative" applications that would not receive priority, but they could be considered if funding allowed.

All applications are due for State review.

More information will be presented as it is received about this endeavor.

### **Presentation regarding a resolution against the NC Wildlife SELC Shrimp Ban**

Terry Pratt, Chairman of the Albemarle Fishermen's Association, came forth to present his concerns, as well as the resolutions of NC counties denouncing the proposed House Bill 867. The bill limits or bans commercial fishing of various fish, and shrimp trawling within 3 miles of the North Carolina coast.

Mr. Pratt provided various information that incited a lengthy discussion among the Board.

This was the Board's first reading of the information, and no action was required. This item will appear again on a future Board agenda for further discussion.

### **Budget requests by Martin Community College Interim President, Dr. Kenneth Boham**

Dr. Kenneth Boham, Interim President of Martin Community College (MCC), was present to answer any questions or concerns about the budget that was submitted by MCC for FY2017-2018.

Dr. Boham also noted an additional position MCC would like to add called a "Transition Advisor," which would assist high school students with the transition from high school into the programs at MCC.

In his recent experience, Dr. Boham has found that there is a strong "skills and interest gap" between students wanting to enter the trade fields such as plumbing, electrical, HVAC, welding, etc. which are jobs in the highest demand currently.

The Board also discussed the CSX Railroad expansion that would provide thousands of jobs in and around the County in the coming years, and stated their desire to have a work force ready to fill those jobs.

Chairman Trent also inquired about how both MCC and Roanoke-Chowan Community College (RCCC) have been working together recently across the service boundary lines set by the State.

Dr. Boham responded that RCCC and MCC still continue to have a solid working relationship, and do not plan to hinder that progress.

### **Citizen concerns presented by Franklin “Bonnie” Jones**

Franklin “Bonnie” Jones of Aulander presented various concerns to the Board including an inconvenience he recently experienced in obtaining his DD-214 which is given to service members upon their exit from the military.

Mr. Jones described the process as taking much longer than he felt was appropriate, and required him to visit both the Register of Deeds Office, and the Veterans Service Representative several times before he could receive a copy of the document.

Mr. Jones also asked why there was no basketball court at the Bertie Recreation Department, and why the same recreation efforts weren't being made in all Bertie County communities. He stated that when new equipment, or upgrades are placed at one recreation area in one town that the same upgrades should be placed at all recreation areas throughout the County.

The Board discussed two grants that were recently received for the recreation park in Windsor, as well as in the Blue Jay community. Those grants had been in the works for several years, and the grant given to the Bertie County Recreation Park in Windsor was specifically given for that site under the grant's guidelines.

Commissioners thanked Mr. Jones for his comments, and also assured him that the Board has recreation on its list of items to revisit once flood recovery requirements are completed.

### **BOARD APPOINTMENTS**

There were no Board Appointments.

### **CONSENT AGENDA**

Upon review by Chairman Trent, Vice Chairman Bazemore made a **MOTION** to approve the Consent Agenda in its entirety. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

Vice Chairman Bazemore requested minor changes to the minutes for 5-1-17 before being officially approved.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 5-1-17, Closed Session 5-1-17

2. **Tax Release Journal** – April 2017
3. **Agreement** – CPTA, Council on Aging
4. **Report** – ARHS Annual Child Fatality Prevention Team
5. **Lease** – EMS Station 1, Bertie Early College, 300 Building
6. **Budget Amendment** - #17-10
7. **Work Authorization** – Holland Consulting – Disaster Recovery and Flood Mitigation

### **DISCUSSION AGENDA**

#### **Report presented by Vivian Clarke**

This item was deferred.

#### **Golden Leaf grant update – four (4) recent applications submitted by the County**

County Manager Sauer notified the Board that members of Golden Leaf would be visiting the County this Friday, May 19<sup>th</sup> at 11:30 AM in regards to four (4) applications recently submitted for funding.

The meeting will begin at the Bertie Early College,

### **Latest draft – proposed temporary library lease – Food Lion Shopping Center**

After some discussion, the Board asked for Assistant County Attorney, Jonathan Huddleston, to continue negotiating with the property owners of the Food Lion Shopping Center. Mr. Huddleston commented on the work and progress being made on the temporary library lease.

A new draft of the lease will be presented at an upcoming meeting.

### **Water project bid review for two DWSRF projects**

County Manager Sauer and Water Superintendent Ricky Spivey discussed the latest bids received that are valid for 60 days. The bid opening occurred on Wednesday, May 10<sup>th</sup>.

The bids received include improvements within the Roxobel water system merger, and the water loss reduction project.

After some Board discussion, the County Manager requested a motion that would conditionally approve these bids pending review and approval by the Drinking Water State Revolving Fund and the NC Local Government Commission, and at that time, the Board would be able to revisit the two bids for a final approval.

The projects, vendors, and bids are as follows:

- Water District II – Water System Improvements and Water Loss Reduction Plan
  - Contract 1 – Temple Grading and Construction, \$373,050
  - Contract 2 – Custom Controls Unlimited, Inc., \$473,734
  
- Water District IV – Water System Improvements and Town of Roxobel merger
  - Contract 1 – Herring & Rivenbark, Inc., \$933,335
  - Contract 2 – Custom Controls Unlimited, Inc., \$487,924

Commissioner White made a **MOTION** to conditionally approve the bids in the amounts for each project listed above pending the review by the NC Drinking Water State Revolving Fund, and the NC Local Government Commission, and upon approval, the Board of Commissioners will give a final approval before proceeding with the projects. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **Auctioneer Contract – William R. Forbes, Jr. – foreclosure & surplus property auction**

Assistant County Attorney Huddleston discussed the two property tax foreclosures and one surplus property being listed for auction in an Auctioneer and Consultation Services Contract with William R. Forbes, Jr.

The properties for tax foreclosure are the old Sunoco located at 211 US 13 Bypass in Windsor and 354-358 Woodard Road in Windsor. The County surplus property is located at the corner of 310 S. Commerce Street and Pearl Street in Aulander.

A sale will be conducted within the next several months.

Commissioner Lee made a **MOTION** to approve the proposed Auctioneer and Consultation Services Contract with William R. Forbes, Jr. for the the sale of all three tracts and to approve a Resolution Authorizing Public Auction of Real Property for the one surplus property. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **COMMISSIONER’S REPORTS**

#### **Commissioner Wesson**

Commissioner Wesson opened his comments by saying that the comments he was about to make give him no pleasure.

Mr. Wesson then went on to say that he was “disgusted” by the transparency or lack thereof recently demonstrated by County Manager Sauer.

Commissioner Wesson stated that he had been informed via the TV news media that morning of a meeting in his district with representatives from the Governor’s Office and members of the State Emergency Management Office. The two parties were reviewing the flood recovery efforts for the County, and the Town of Windsor.

Commissioner Wesson stated that he then contacted County Manager Sauer to confirm if this meeting had been scheduled through County Administration.

Mr. Sauer confirmed the scheduling of this meeting and stated that he had been asked to make the meeting “private.”

Commissioner Wesson then informed Mr. Sauer that no “private meetings” concerning County business should ever be scheduled or attended unless all members of the Board of Commissioners are informed in advance.

The County Manager then forwarded a voicemail recording from a Mr. Flynn of the Governor's Office to show that he had been asked to make this meeting "private."

Commissioner Wesson then stated that upon listening to the recording, it was clear that Mr. Flynn's use of the word "private" meant that this would not be a public meeting. Commissioner Wesson stated that this was clear because later in that same recording, Mr. Flynn asked the County Manager to "invite any elected official that he desired" to attend the meeting.

Additionally, Commissioner Wesson stated that he had been elected to represent the district of Windsor and that he felt knew his district as well as anyone else.

He then stated that since Mr. Sauer had taken the time to notify the Chairman (Commissioner Trent), that he could certainly have notified the entire Board.

Commissioner Wesson stated that Mr. Sauer was practicing what he called "selective notification," and that this was not the first time. He stated that in response to County Attorney Smith's statement that if we desired anything from the County Manager, we should communicate that to the County Manager.

Commissioner Wesson stated that he had asked Mr. Sauer on at least three different occasions (public and private), to inform all County Commissioners of all pertinent meetings scheduled concerning County business prior to such meetings.

He stated that County Manager Sauer had failed to do so with recent meetings with Golden Leaf, the Kate B. Reynolds Foundation, and FEMA where only he and the Chairman had been notified or invited.

Commissioner Wesson then asked if any of the Commissioners had viewed or approved the grant applications submitted under the County's name to Golden Leaf, to Kate B. Reynold, or for Blue Jay, and all gave non-verbal responses that signified that they had not been given the opportunity to review the grant applications.

Commissioner Wesson then closed his comments by saying that this lack of transparency demonstrated by the County Manager was unacceptable and that it needs to stop immediately.

### **Vice Chairman Bazemore**

Vice Chairman Bazemore "dittoed" Commissioner Wesson's comments, and stated that as a Board, "we need to do better." She also suggested a work session to rectify these things. She also reported that she attended Powellsville Awareness Day on May 6<sup>th</sup>, and that she would be submitting information for three different resolutions that the event organizers requested for citizens turning 100 years old. In addition, she mentioned the latest unemployment numbers for Bertie County as of March 2017 is 531 citizens. The number in poverty as of 2015 is 4,605, and she mentioned these numbers because support is needed from all to address every single citizen in this community.

**Chairman Trent**

Chairman Trent concurred with the Vice Chair's comments.

**Commissioner Lee**

Commissioner Lee reported that she and Vice Chairman Bazemore had just returned from County Assembly Day in Raleigh where they were able to meet with State representatives. Also, she mentioned that with help from Bertie's state representation, a new terminal was in store at the Tri-County Airport Authority near Aulander. She mentioned that he had spent considerable time with Rep. Howard Hunter, and thanked him for his support of the new airport terminal.

**Commissioner White**

Commissioner White gave no remarks at this time.

**Chairman Trent**

Chairman Trent encouraged all of the public present to visit the HIVE House in Lewiston-Woodville to witness the current grant-funded renovations being completed.

**COUNTY MANAGER'S REPORTS**

The County Manager gave no remarks at this time.

**COUNTY ATTORNEY'S REPORTS**

The County Attorney gave no remarks at this time.

**PUBLIC COMMENTS**

Terry Pratt clarified some of his statements made in his previous report, and referred the Board to House Bill 867 for further information.

Chief Robert Cherry of Blue Jay thanked the Board again for hosting tonight's meeting in Blue Jay, and acknowledged every citizen present, and thanked them for being involved in their local government.

There were no further public comments.

**ADJOURN**

Chairman Trent **ADJOURNED** the meeting at 9:00 PM.

---

John Trent, Chairman

---

Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** C-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Register of Deeds Fees Report – May 2017

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---



# Bertie County Register of Deeds

Annie F. Wilson  
Register of Deeds

P.O. Box 340  
Windsor, NC 27983  
252-794-5309  
[www.bertie-live.inttek.net](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 MAY 2017 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

## AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$3,371.60
10-0030-4344-03	VITAL STATISTICS-----		\$1,411.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$402.80
10-0030-4344-04	NO. MARRIAGE LICENSE-----	<u>6</u>	\$360.00
			<u>\$5,545.40</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$2,451.00
10-0030-4344-10	STATE TREASURER FEE-----	<u>107 @ \$6.20</u>	\$663.40
	STATE VITAL RECORDS-----	<u>4 @ \$14.00</u>	\$56.00
			<u>\$8,715.80</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		\$50.00
			<u>\$8,765.80</u>

*Annie F. Wilson*

REGISTER OF DEEDS - BERTIE COUNTY

By: *Shapedia L. Williams Asst.*

## FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>24 @ \$6.20=</u>	<u>\$148.80</u>
ADDITIONAL PAGES-----	<u>@ \$0.40=</u>	
DEEDS & OTHER INSTRUMENTS-----	<u>93 @ \$1.94=</u>	<u>\$180.42</u>



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** C-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Budget Amendments

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:**

**ITEM HISTORY:** ---

# BUDGET AMENDMENT

# 17-11					
	INCREASE			INCREASE	
10-0025-4583-01	\$	4,835		10-6100-5695-62	\$ 5,319
10-0050-4839-01	\$	484			
<b>INCREASE BUDGET FOR JCPC PROGRAM</b>					
	INCREASE			INCREASE	
10-0011-4111-35	\$	2,400		10-4140-5399-01	\$ 2,400
<b>INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)</b>					
	INCREASE			DECREASE	
10-6309-5351-11	\$	11,000	BLDG UPG	10-6308-5351-11	\$ 11,000
10-6309-5395-11	\$	20,450	LANDSCAPE	10-6308-5395-11	\$ 20,450
10-6309-5400-00	\$	20,000	RENT	10-6308-5400-00	\$ 20,000
<b>MOVE FUNDS FROM T.S. JULIA TO HURRICANE MATTHEW (KATE B. REYNOLDS GRANT)</b>					
	INCREASE			DECREASE	
10-4150-5192-01	\$	35,000	LEGAL	10-9910-5991-00	\$ 35,000
<b>TO INCREASE BUDGET FOR LEGAL FEES (MOVE CONTINGENCY)</b>					
APPROVED ___ / ___ /2017					

# BUDGET AMENDMENT

# 17-11					
INCREASE			INCREASE		
10-0025-4583-01	\$	4,835	10-6100-5695-62	\$	5,319
10-0050-4839-01	\$	484			
<b>INCREASE BUDGET FOR JCPC PROGRAM</b>					



## North Carolina Department of Public Safety

### JCPC Program Agreement Revision

<b>SECTION I A</b>	<b>SPONSORING AGENCY AND PROGRAM INFORMATION</b>		
<b>FUNDING PERIOD:</b>	FY 16-17	<b>DPS/JCPC FUNDING # (cont only)</b>	808-XXXX
<b>COUNTY:</b>	Bertie	<b>AREA:</b>	Eastern Area
<b>NAME OF PROGRAM:</b>	Children Matters		
<b>SPONSORING AGENCY:</b>	United Services Youth Inc.		

<b>Name:</b>	Marcia Winston	<b>Title:</b>	Program Manager	
<b>Mailing Address:</b>	PO Box 98	<b>City:</b>	Rich Square	<b>Zip:</b> 27869
<b>Phone:</b>	(252) 642-4022	<b>Fax:</b>	(888) 269-1341	<b>E-mail:</b> m.winston@usginc.org

**Program Manager Name & Address** *(same person on signature page)*

**THE REASONS FOR THIS BUDGET REVISION ARE AS FOLLOWS:**

<input checked="" type="checkbox"/> INCREASE IN DPS/JCPC REVENUES	<input type="checkbox"/> DECREASE IN DPS/JCPC REVENUES
<input checked="" type="checkbox"/> INCREASE IN OTHER REVENUES	<input type="checkbox"/> DECREASE IN OTHER REVENUES
<input type="checkbox"/> CAPITAL EXPENDITURE ADJUSTMENT	<input type="checkbox"/> CONTRACTED SERVICE ADJUSTMENT
<input type="checkbox"/> LAPSED SALARY ADJUSTMENT	<input checked="" type="checkbox"/> LINE ITEM ADJUSTMENT
<input type="checkbox"/> CHANGE IN COMPONENT (attach revised Component Narrative)	

**COMMENTS:** Discretionary Funds awarded. for training materials and training, and for equipment and supplies. These items will be used to enhance program services and to replace loss supplies and equioment

**LINE ITEMS IN THE CURRENT DPS/JCPC APPROVED BUDGET ARE BEING ADJUSTED AS FOLLOWS:**

Item #	Increase	Decrease	Explanation
230	\$3,500		The models being used to provide services require training certification and hours.
260	\$1,819		Some supplies were loss during the flooding in Bertie County area
<b>Total</b>	<b>\$5,319</b>		<b>Difference \$5,319</b>

<b>BUDGET NARRATIVE</b>			
<b>Children Matters</b>		<b>Fiscal Year</b>	<b>FY 16-17</b>
<b>Item #</b>	<b>Justification</b>	<b>Expense</b>	<b>In Kind Expense</b>
120	Youth Mentor 500 per Month x 10 months	\$5,000	
120	Program Manager \$600 per month x 12 months	\$7,200	
120	Program Director 1116 per month x 12 months	\$13,400	
180	FICA and other benefits	\$2,112	
230	United Services Staff will be doing continuing education training and re-certification training.	\$3,500	
260	Purchase of supplies needed to operate the program	\$3,205	
310	Transporting participants at a rate of .30 per mile x 1000 miles	\$300	
450	Liability Insurance	\$500	
<b>TOTAL</b>		<b>\$35,217</b>	

<b>Job Title</b>	<b>Annual Expense Wages</b>	<b>Annual In Kind Wages</b>
Program Manager will implement services specified in program agreement and Mentor Youth	\$7,200	
Program Director will oversee everyday program operation, Mentor Youth, work with schools and community and ensure program agreement is being followed	\$13,400	
Youth Mentor will work with youth on the service plan goals and assist with accedemic success	\$5,000	
<b>TOTAL</b>	<b>\$25,600</b>	

## Budget Information Page

Program: Children Matters

Fiscal Year: FY 16-17

Number of Months: 12

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$27,712</b>		<b>\$27,712</b>
120 Salaries & Wages	\$25,600		\$25,600
180 Fringe Benefits	\$2,112		\$2,112
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$6,705</b>		<b>\$6,705</b>
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical	\$3,500		\$3,500
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$3,205		\$3,205
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
<b>III. Current Obligations &amp; Services</b>	<b>\$300</b>		<b>\$300</b>
310 Travel & Transportation	\$300		\$300
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$500</b>		<b>\$500</b>
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$500		\$500
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$35,217</b>		<b>\$35,217</b>

## SOURCES OF PROGRAM REVENUE (ALL SOURCES)

CURRENT BUDGET REVENUE			NEW BUDGET REVENUE		
\$27,180			\$32,015		
DPS/JCPC Funds			DPS/JCPC Funds		
\$2,718	Bertie County		\$2,718	Bertie County	
County Cash	<i>Source of County Cash</i>		County Cash	<i>Source of County Cash</i>	
			\$484	The Help Center	
Local Cash 1	<i>Source of Local Cash 1</i>		Local Cash 1	<i>Source of Local Cash 1</i>	
Local Cash 2	<i>Source of Local Cash 2</i>		Local Cash 2	<i>Source of Local Cash 2</i>	
\$0			\$0		
Local In-Kind	<i>Source of Local In-Kind</i>		Local In-Kind	<i>Source of Local In-Kind</i>	
Local In-Kind 1	<i>Source of Local In-Kind 1</i>		Local In-Kind 1	<i>Source of Local In-Kind 1</i>	
Local In-Kind 2	<i>Source of Local In-Kind 2</i>		Local In-Kind 2	<i>Source of Local In-Kind 2</i>	
Local In-Kind 3	<i>Source of Local In-Kind 3</i>		Local In-Kind 3	<i>Source of Local In-Kind 3</i>	
Local In-Kind 4	<i>Source of Local In-Kind 4</i>		Local In-Kind 4	<i>Source of Local In-Kind 4</i>	
Local In-Kind 5	<i>Source of Local In-Kind 5</i>		Local In-Kind 5	<i>Source of Local In-Kind 5</i>	
Other 1	<i>Source of Other 1</i>		Other 1	<i>Source of Other 1</i>	
Other 2	<i>Source of Other 2</i>		Other 2	<i>Source of Other 2</i>	
Other 3	<i>Source of Other 3</i>		Other 3	<i>Source of Other 3</i>	
Other 4	<i>Source of Other 4</i>		Other 4	<i>Source of Other 4</i>	
\$29,898			\$35,217		
<b>TOTAL</b>			<b>TOTAL</b>	<b>DIFFERENCE</b>	<b>\$5,319</b>
\$2,718	10%	\$2,718	\$3,202	10%	\$3,202
Required Local Match	Local Match Rate	Local Match Provided	Required Local Match	Local Match Rate	Local Match Provided

# BUDGET AMENDMENT

BUDGET AMENDMENT				
		# 17-11		
		INCREASE		INCREASE
10-0011-4111-35	\$	2,400	10-4140-5399-01	\$ 2,400
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				

## William Roberson

---

**From:** Jodi Rhea  
**Sent:** Tuesday, May 23, 2017 4:56 PM  
**To:** William Roberson  
**Subject:** CTS Invoice

I've got an audit invoice from CTS for \$2,400

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

# BUDGET AMENDMENT

# 17-11					
INCREASE			DECREASE		
10-6309-5351-11	\$	11,000	BLDG UPG	10-6308-5351-11	\$ 11,000
10-6309-5395-11	\$	20,450	LANDSCAPE	10-6308-5395-11	\$ 20,450
10-6309-5400-00	\$	20,000	RENT	10-6308-5400-00	\$ 20,000
MOVE FUNDS FROM T.S. JULIA TO HURRICANE MATTHEW (KATE B. REYNOLDS GRANT)					

# BUDGET AMENDMENT

BUDGET AMENDMENT						
		# 17-11				
		INCREASE		DECREASE		
10-4150-5192-01	\$	35,000	LEGAL	10-9910-5991-00	\$	35,000
TO INCREASE BUDGET FOR LEGAL FEES (MOVE CONTINGENCY)						



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** C-4

**DEPARTMENT:** Emergency Services

**SUBJECT:** Resolution adopting the Northeastern NC Regional Hazard Mitigation Plan

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

**BERTIE COUNTY**

**RESOLUTION ADOPTING THE  
NORTHEASTERN NC REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Bertie County are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to flooding, high winds, droughts/heat waves, and severe winter weather; and

WHEREAS, Bertie County desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3 and 4 of Article 18 of Chapter 153A; and Article 6 of Chapter 153A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6 of Article 1A of Chapter 166A of the North Carolina General Statutes, stated in Item 19.41(b)(2): "For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act;" and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, Bertie County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Bertie County to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the county.

NOW, THEREFORE, be it resolved that the Board of Commissioners of Bertie County hereby:

1. Adopts the Northeastern NC Regional Hazard Mitigation Plan; and

2. Vests the Emergency Services Director with the responsibility, authority, and the means to:
  - (a) Inform all concerned parties of this action.
  - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints the Emergency Services Director to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Bertie County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2017 Northeastern NC Regional Hazard Mitigation Plan.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Clerk to the Board

(SEAL)



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** D-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Review latest version and updates for library lease temporary space

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** Yes

**ITEM HISTORY:** ---

**Article I**  
**Basic Lease Provisions**

***Section 1.01. Basic Lease Provisions***

EFFECTIVE DATE: May \_\_\_\_, 2017.

LANDLORD: **Windsor Square, LLC**

ADDRESS OF LANDLORD: Post Office Box 8699  
Greenville, North Carolina 27835  
(252) 946-9219; LeaseAndManage@gmail.com

TENANT: Bertie County

ADDRESS OF TENANT: Post Office Box 530  
(Prior to Lease Commencement) Windsor, North Carolina 27983  
(252) 794-6112; scott.sauer@bertie.nc.gov  
ADDRESS OF TENANT: Address same before and after commencement

PERMITTED USE: The Premises shall be used only for library services and general office needs and for no other purposes whatsoever without the prior, written permission of Landlord.

TENANT'S TRADE NAME: Bertie County Library

PREMISES: That portion as outlined in red on the site plan attached hereto as Exhibit A (the "Site Plan") containing approximately 4,800 rentable square feet with an address of 111 Highway 13 Bypass North, Windsor, North Carolina.

LEASE TERM: Three (3) years.

LEASE TERM COMMENCEMENT DATE: \_\_\_\_\_

RENT COMMENCEMENT DATE: One month after the Lease Term Commencement Date – Landlord is giving the Tenant one month free rent

FIXED MAXIMUM RENT: \$2,500 per month

ADDITIONAL RENT: none

OPERATING COSTS: All by Tenant, unless specified.

SECURITY DEPOSIT: \$2,500

***Section 1.02. Significance of a Basic Lease Provision***

Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease Provisions shall be construed in connection with and limited by any such reference.

***Section 1.03. Enumeration of Exhibits***

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A. Site Plan of Premises

Exhibit B. Landlord's Work

Exhibit C. Rules and Regulations

**Article II**  
**Demise of Premises and Quiet Enjoyment**

***Section 2.01. Description and General Obligations.***

Landlord warrants to Tenant that it owns or controls the land shown on Exhibit A, together with the certain proposed buildings and improvements thereon depicted, all of which constitute the Premises. In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases and demises the Premises to Tenant and Tenant rents same, in order that Tenant shall continuously operate its library operations thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Premises. The approximate location of the Premises is outlined in red on the site plan attached hereto as Exhibit A (the "Site Plan").

***Section 2.02. Permitted Use***

Lessee shall use the Premises for the operation of library services and related services including general office duties but for no other purposes unless specifically agreed to in writing by Lessor.

***Section 2.03. Use of Common Areas.***

The use and occupation by the Tenant of the Premises shall include a revocable license to use in common with the others entitled thereto, the Common Areas, as may be designated from time to time by the Landlord, subject however to the terms and conditions of this Lease and to rules and regulations to the use thereof as prescribed from time to time by the Landlord. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center. Landlord will have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof; (iii) close any or all portions of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights by any person or by the public therein; (iv) close temporarily any or all portions of the Common Areas; (v) change the number and location of buildings, building dimensions, number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenants, provided only that the size of the Premises, reasonable access to the Premises and the parking facilities to be provided shall not be materially impaired; and (vi) do and perform such other acts in and to the Common Areas and improvements therein as, in the exercise of good business judgment, Landlord shall determine to be advisable.

The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Premises designated by Landlord for the general use, in common, of occupants of the Premises, including Tenant, its officers, agents, employees, and customer, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, service areas, loading platforms, drainage and plumbing systems, roof, canopies, ramps, landscaped areas and other similar facilities available for common use which may from time to time exist. All Common Areas not within the Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of the Common Areas were diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement or rent.

***Section 2.04. Tenant's Acceptance of Property:***

Landlord and Tenant hereby agree that Tenant's taking possession shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Tenant agrees that it will accept possession of the Premises in its "AS IS" condition, that all obligations imposed upon Landlord under this Lease relating to the delivery and construction thereof by Landlord have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing, by both parties prior to entry. Similarly,

Tenant hereby agrees that no representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives, and Tenant acknowledges that no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives. Tenant further agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Premises or that Tenant has any exclusive right to sell merchandise of any type.

***Section 2.05. Landlord's Work.***

Landlord, at its cost, shall construct upon and provide to the Premises such items of work, material and fixtures as may be specifically identified as "Landlord's Work" on Exhibit B, if any, which is attached hereto and incorporated herein by reference.

***Section 2.06. Tenant's Work.***

Except for any items listed as Landlord's Work on Exhibit B, if any, Tenant agrees that it shall perform all Tenant work in the Premises and shall install such stock, fixtures and equipment and perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening and continuous operation of its business thereon. Any and all alterations or improvements made by Tenant must be approved by Landlord before work begins. Landlord acknowledges that in order for Tenant to make use of the Premises as a library, Tenant has to remove the glass panels from the interior walls. Tenant agrees that prior to making the alterations Tenant will give a plan or sketch to Landlord showing the alterations that Tenant proposes to make. If Landlord approves the alterations, which approval shall not be unreasonably withheld, Landlord will not require Tenant to reinstall the glass panels at the end of the lease. Tenant shall observe and perform all of its obligations under this Lease and shall pay charges for temporary water, heating, cooling and lighting from the date upon which the Premises are made available to Tenant for its work (or from the date when Tenant commences to perform its said work, if earlier) until the Rental Commencement Date.

If the Tenant's Work requires permits from the applicable governmental authorities, Tenant shall use best, continuous efforts from and after the Effective Date to obtain such permits, and if Tenant fails to obtain such permits within seventy-five (75) days after the Effective Date, Landlord, at any time after such date until Tenant has obtained such permits, shall be entitled to terminate this Lease by providing written notice to Tenant. Prior to commencement of any work upon the Premises by Tenant, Tenant shall deliver to Landlord evidence satisfactory to Landlord that Tenant has obtained the insurance required to be maintained by Tenant pursuant to Article VIII herein.

***Section 2.07. Quiet Enjoyment***

Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord, hereunder "Fixed Maximum Rent" and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises and the appurtenances throughout the Lease Term without interference by the Landlord, subject, nevertheless, to the other terms and provisions of this Lease.

***Section 2.08 Lease Term and Lease Year.***

The Lease Term shall be the period specified on the schedule in the Basic Lease Terms in Section 1.01; provided, however, Landlord and Tenant acknowledge that this Lease, and the rights and obligations set forth herein, are effective and binding as of the Effective Date. If Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant in accordance with the terms hereof by on or before the Effective Date, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Notwithstanding the foregoing, in the event Landlord is unable to deliver possession of the Premises in accordance with the terms hereof on or before that date which is one hundred eighty (180) days following the Effective Date, except to the extent any such delay has been caused by Tenant or any of its agents, employees or contractors or a force majeure matter, either party may elect to terminate this Lease upon written notice to the other in which event the parties hereto shall have no further rights or obligations hereunder. If Landlord should be delayed in the completion of Landlord's Work as a result of any delay caused, in whole or in part, by Tenant or any of its agents, employees or

contractors, then the Lease Term Commencement Date and Rent Commencement Date shall be accelerated by the number of days of such delay.

“Lease Year,” as used herein shall be a successive period of twelve (12) calendar months following the Lease Term Commencement Date until the last day of the month that is twelve (12) calendar months after the Lease Term Commencement Date occurs. If the Lease Term Commencement Date is other than on the first day of a calendar month, the first Lease Year shall be the period of time from said Lease Term Commencement Date to the last day of the month in which said Lease Term Commencement Date shall occur plus the following twelve (12) calendar months.

If the Premises are vacant prior to the Delivery Date, Tenant shall have the right with the prior written consent of Landlord, at its own risk, to enter upon the Premises for the purpose of taking measurements therein and for any other reasonable purpose permitted by Landlord; provided, however, that such entry (i) shall not interfere with any work being done by or on behalf of Landlord, (ii) shall be subject to reasonable conditions set forth by Landlord (e.g., any party entering the Premises may be required to wear hardhats), and (iii) Tenant shall indemnify Landlord against any loss or liability arising therefrom.

***Section 2.09. Statement of Lease Term***

When the Lease Term Commencement Date and termination date of the Lease Term have been determined, Landlord and Tenant shall execute and deliver a written statement specifying therein the Lease Term Commencement Date and termination date of the Lease Term.

***Section 2.10. Failure of Tenant to Open***

In the event that Tenant fails to open the Premises for business fully fixtured, stocked and staffed within sixty (60) days of the Commencement date of the Lease Term, then the Landlord shall have in addition to any remedies herein provided the right at its option to collect the Fixed Maximum rent.

**Article III  
Rent**

***Section 3.01. Fixed Maximum Rent***

During the entire Lease Term, Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, without any prior demand (no invoice sent) and without any deduction or setoff whatsoever, the Fixed Maximum Rent as provided in Section 1. The payment of Fixed Maximum Rent by Tenant to Landlord shall be made in advance on the first day of each calendar month during the Lease Term hereof. Fixed Maximum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

***Section 3.02. Security Deposit***

Tenant has concurrently with the execution of this Lease deposited with Landlord the sum set forth in Section 1 (hereinafter sometimes referred to as the (“Security Deposit”) as security for the full performance of every provision of this Lease by Tenant. If Tenant shall fully perform each provision of this Lease, the Security Deposit shall be returned to Tenant without interest within thirty (30) days after the expiration of the Lease Term. The Security Deposit, however, may not be used as Fixed Maximum Rent.

***Section 3.03. Additional Rent and Operating Costs, Taxes, and Insurance Charges***

Deleted.

***Section 3.04. Past Due Rent***

If Tenant shall fail to pay, when the same is due and payable, any Rent or amounts or charges of the character described above, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate which is the lesser of eighteen (18%) percent per annum or the maximum interest rate permitted by law. Tenant shall in addition pay a fee of One Hundred Dollars (\$100.00) for processing of late payments.

**Article IV  
Common Areas and Operating Costs**

***Section 4.01. Operating Costs***

Tenant is responsible for all Operating Costs related to Tenant's business, including but not limited to, all assessments and licenses on all of Tenant's equipment, inventory, fixtures, leasehold improvements and other property used by Tenant in said business. Tenant is also responsible for any repairs to Tenant's property.

**Article V  
Utilities**

***Section 5.01. Tenant Responsibilities***

Tenant shall make application for, obtain, pay for, and be responsible for all utilities required, used or consumed on Premises, including, but not limited to, gas, water, telephone, electricity, sewer and garbage collection. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Premises.

**Article VI  
Alterations, Installation, Maintenance, Operation, and Repair**

***Section 6.01. Alterations***

Tenant shall effect no alteration to the exterior or the roof of the Premises or the building of which same is a part, nor shall Tenant effect any alteration in or about the Premises that would affect any systems serving the Premises, such building or the Shopping Center or which can be seen from the exterior of the Premises, without in each such instance obtaining the prior written consent of Landlord, which may be granted, withheld or conditioned in Landlord's sole discretion. Except as provided in the immediately preceding sentence, Tenant shall effect no alteration to the interior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or conditioned; provided, however, interior cosmetic alterations (e.g., painting, carpeting, etc.) which do not impact building systems (e.g., electrical, plumbing HVAC, etc.) and which do not exceed \$50,000 in the aggregate for all such alterations during any Lease Year shall not require Landlord's prior consent, but Tenant shall in any event provide Landlord with notice of such alterations not less than five (5) business days prior to commencement of same. For any alteration or improvement in excess of \$30,000.00, Tenant shall provide Landlord with written evidence of Tenant's appointment of a lien agent. Any alteration or improvement made within the Premises which results in any damage to the Premises shall be repaired by Tenant at the request of Landlord and in any event at the termination of the Lease. Except as otherwise provided, all alterations, improvements and additions to the Premises shall remain thereon at the termination of the Lease and shall become the property of Landlord unless Landlord shall notify Tenant to remove same, in which latter event Tenant shall remove same prior to the Expiration Date and restore the Premises to the same condition in which they were found prior to the commencement of work resulting in the alterations, improvements and additions.

***Section 6.02. Tenant Installation***

Tenant shall, at Tenant's sole expense, install all trade fixtures and equipment related to operate its business (all of which shall be of first-class quality and workmanship). All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of the Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not cause, contribute to, or result in Tenant's default hereunder; and further provided that Tenant shall at Tenant's sole expense promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term ("trade fixtures") as used herein shall not include carpeting, floor coverings, attached shelving, lighting fixtures other than free standing lamps, wall coverings, or similar Tenant improvements which shall become the property of the Landlord upon surrender of the Premises by Tenant for whatever reason. All alterations to the Premises must be approved in writing from the Landlord.

***Section 6.03. Maintenance by Tenant***

Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior of its storefront) and appurtenances thereto in good order, condition, and repair, clean, sanitary, and safe, including the replacement of Tenant's equipment, fixtures, and all broken glass (with glass of the same size and quality), doors and door handles/locks, plumbing fixtures and shall in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain at all times a clean and pleasant appearance. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same with Tenant hereby agreeing to reimburse Landlord for the cost thereof promptly upon demand. Tenant shall make any and all additions, improvements, alterations, and repairs to or on the premises other than those required for the structural repair and maintenance of the roof, foundation, or exterior walls. Tenant is responsible for maintaining heating and air conditioning, electrical and plumbing systems and for repairs by using an employee who is licensed in the applicable service area or using a licensed and reputable contractor, and any charges relating to the repair of these systems, up to \$1,000.00 per Lease Year. Landlord is responsible for repairs to these systems costing more than \$1,000.00 per Lease Year, unless repairs are necessary due to Tenants neglect. Notwithstanding the foregoing, during the 30 days between the Lease Term Commencement Date and the Rent Commencement Date, Tenant is encouraged to test all systems, including heating and air conditioning, electrical, and plumbing, and for problems that are brought to the attention of Landlord during that 30 days Landlord is responsible for the full cost of the repairs pursuant to paragraph 6.06 below.

***Section 6.04. Signs, Awnings and Canopies***

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, plumbing fixture, or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. At the end of the Lease, Tenant is responsible for removing said sign and repairing and restoring the fascia of the premises.

***Section 6.05. Tenant Shall Discharge all Liens***

Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or material men for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interests therein, provided that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord. Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics, laborers or material men lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be amended by Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant will pay, protect and indemnify Landlord within ten (10) days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien and/or the removal of the same.

***Section 6.06. Maintenance by Landlord***

Landlord shall keep the exterior supporting walls, the foundations, roof, and spouting of the Premises in reasonable repair, provided that the damage thereto shall not have been caused by negligence of Tenant, in concessionaires, officers, agents, employees, licensees, or invitees; in which each Tenant shall be responsible therefore. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any

plumbing, ventilating, electrical, or other mechanical installations therein. However, Landlord warrants that the heating, ventilating, air conditioning, electrical, plumbing and other mechanical installations therein will be in working order on the Rent Commencement Date.

***Section 6.07. Lien on Fixtures***

During the Lease Term or any renewals or extensions thereof, Landlord shall have an express lien (in addition to statutory liens) for the payment of Rent and to secure full and complete performance of all the terms and conditions hereof upon all the trade fixtures, goods, stock in trade, and personal property of Tenant which shall have been or thereafter may be placed upon the Premises. Tenant agrees (i) upon request of Landlord to execute and deliver from time to time all documents necessary to perfect said lien and (ii) that Landlord may file, without Tenant's signature, any documents to perfect such lien.

***Section 6.08. Hazardous Materials***

Landlord hereby warrants to the best of its knowledge and belief without any duty to investigate or inquire as of the date of this Lease, there are no Hazardous Substances (as defined herein below) currently existing on, in or under the Premises or the Premises and that there are no underground storage tanks under the Premises or the Premises. Tenant hereby covenants and agrees that it shall not discharge any Hazardous Substances on, in or under the Premises or the Premises. Each party shall fully indemnify and hold the other party harmless from any liability, damage, loss, cost or expense that either party might otherwise suffer from the other party's breach or default of its warranties or covenants, as the case may be, in this Section. Tenant further agrees to give Landlord prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises or the Shopping Center, and Tenant agrees to promptly clean up any Hazardous Materials which are placed in the Premises or the Shopping Center by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants and to remediate and remove any such contamination relating to the Premises or Shopping Center, as appropriate, at Tenant's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect and to Landlord's satisfaction, at no cost or expense to Landlord. The indemnity of this Section shall survive the expiration or other termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by the United States Congress of the EPA or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree now or at any time hereafter in effect regulating, relating or otherwise regulated waste, substance or material, as now or at any time hereafter in effect.

**Article VII  
Notices**

***Section 7.01 Written Notice to Parties***

All written notices communications between the parties as required by the Lease shall be delivered to at such address as is shown in Section 1.01, Basic Lease Provisions. All notices required under this Lease shall be in writing, signed by the party giving such notice and transmitted by personal delivery, overnight courier, prepaid, or certified or registered mail, postage prepaid, and shall be deemed given upon delivery or attempted delivery, if such delivery is refused, as noted on the applicable receipt or records of the party delivering or attempting to deliver same.

**Article VIII  
Insurance**

***Section 8.01. Tenant's Coverage***

Tenant shall maintain at its sole expense during the term hereof commercial general liability insurance with insurance company satisfactory to Landlord covering Tenant, and naming Landlord, Landlord's managing agency and Landlord's mortgagee as an additional insured, providing single limit coverage of not less than \$1,000,000.00 bodily injury, including death and personal injury, and property damage for any one occurrence in the Premises, and \$1,000,000.00 per location general aggregate. Tenant shall indemnify Landlord and hold Landlord harmless from and against

all claims, actions, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about (including the sidewalk in front of the Premises), or arising out of, the Premises occasioned wholly or in part by any act or omission of Tenant, its agent, licenses, contractors, customers, invitees, except for the negligence on the part of the Landlord, its agents, licenses, contractors, customers, and invitees. Landlord shall be provided, without demand, a current copy of Tenant's Certificate of Insurance. See paragraph 8.04 for Landlord's insurance obligation, and see paragraph 8.02 for a mutual indemnification.

***Section 8.02. Indemnification***

Except in the extent arising out of Landlord's gross negligence or willful misconduct, Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses, including reasonable attorney's fees and court costs, to persons or property arising out of (a) Tenant's use of the Premises or the Shopping Center, (b) and all claims arising from any breach or default in the performance of any obligation of Tenant under this Lease, (c) any act, omission or negligence of Tenant, its agents or employees. Except in the event of any negligence or willful misconduct by Landlord or Landlord's breach of the Lease, Tenant further releases Landlord from liability for any damages sustained by Tenant or any person claiming by, through or under Tenant due to the Premises, the Shopping Center, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, hurricane, gas, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Premises. The foregoing indemnify shall survive the expiration or earlier termination of this Lease.

Except to the extent arising out of Tenant's gross negligence or willful misconduct, Landlord agrees to indemnify and hold harmless Tenant against all claims, damages, liabilities or expenses, including reasonable attorney's fees and court costs, to persons or property arising out of (i) any breach by Landlord of its obligations of Landlord under this Lease, or (ii) any act, omission or negligence of Landlord, its agents or employees, including reasonable attorney's fees and court costs. The foregoing indemnify shall survive the expiration or earlier termination of this Lease.

***Section 8.03. Mutual Release, Waiver of Subrogation***

Anything in this Lease to the contrary notwithstanding, and as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any Property, General Liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law, Landlord and Tenant hereby release and waive unto each other, each party's successors and assigns, and anyone claiming through or under the other by way of subrogation, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or Shopping Center or any other casualty. As respects all policies of insurance carried or maintained pursuant to this Lease and to the extent permitted under such policies, Tenant and Landlord each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible.

***Section 8.04. Landlord's Insurance.***

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Shopping Center or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. Tenant further agrees to pay on demand from Landlord any increase in premiums on insurance carried by Landlord to the extent that such increase is connected to Tenant's use of the Premises and/or the Shopping Center.

**Article IX**  
**Casualty and Condemnation**

***Section 9.01. Fire, Explosion or Other***

If the Premises are damaged or destroyed by fire, storm, Act of God, war, riot, unavoidable accident, public enemy or other casualty to such an extent that greater than twenty percent (20%) of the rentable square footage thereof is rendered untenable as a result thereof, Landlord reserves the right of either terminating this Lease or restoring the Premises to the condition in which they were prior to such damage or destruction. If Landlord should elect to reconstruct the Premises, Tenant is to be advised in writing by Landlord within a period of forty five (45) days after said damage or destruction that Landlord will speedily and as soon as practicable repair and restore the Premises to the condition above set forth. During the time required for repairing and restoring the Premises as aforesaid, to the extent that the same are rendered untenable the Fixed Maximum Rent shall be suspended until the Premises is repaired and is available for Tenant to move back in.

If the Premises, or any part thereof, should be damaged by fire, storm, war, riot, Act of God, unavoidable accident, public enemy or other casualty to such an extent that less than twenty percent (20%) of the rentable square footage thereof is rendered untenable as a result thereof, Landlord shall, to the extent of available insurance proceeds, speedily and as soon as practicable after such destruction repair and restore the Premises to the condition in which they were prior to such damage or destruction, during the time required for repairing or restoring. In the event of any such casualty event, Rent shall be suspended until the Premises is repaired and is available for Tenant to move back in.

Notwithstanding the above, if (i) the Premises are damaged or destroyed by a casualty not covered by Landlord's insurance, (ii) such damage to the Premises is suffered during the last year of the then current Lease Term and the damage is sufficiently extensive to result in the entire suspension of Tenant's business, however temporary, (iii) the proceeds of any insurance are not made available to the Landlord, or (iv) if a material portion of the Shopping Center is damaged (whether or not the Premises is damaged), then Landlord at its option may elect to terminate this Lease by providing written notice to Tenant of at least 60 days.

***Section 9.02. Landlord's and Tenant's Work***

The provisions of this Article IX with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the same condition as when possession was delivered by Landlord. Promptly following such condemnation, Tenant shall, at Tenant's expense, perform any work required to place the Premises in the condition as it was at the beginning of the Lease and Tenant shall restore, repair, or replace its stock in trade fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

***Section 9.03. Eminent Domain.***

If more than twenty percent (20%) of the rentable square footage of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority. If less than twenty percent (20%) of the rentable square footage of the Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Premises is taken and the Lease not terminated, the Fixed Maximum Rent specified herein shall be reduced during the unexpired Lease Term in proportion to the area of the Premises so taken. Any such reduction shall be effective on the date physical possession is taken by the condemning authority.

If any portion of the Common Area of the Shopping Center is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall continue in full force and effect, without reduction in Rent or other changes in the terms of this Lease unless the area so taken shall exceed twenty-five percent (25%) of the total number of square feet in the Common Area of the Shopping Center, in which event Landlord may terminate this Lease, or, if such taking prohibits access to the Premises, Tenant shall be entitled to Terminate this Lease.

Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party not later than thirty (30) days after the date on which physical possession is taken by the condemning authority and shall be deemed effective as of the date of said taking. If, however, the Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Shopping Center which are required by the taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or a part of the Premises, shall be the property of the Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Premises. Under no circumstances shall Tenant's claim for such award reduce or diminish Landlord's award nor shall Tenant have a claim for loss of its leasehold estate.

## **Article X Default and Remedies**

### ***Section 10.01. Definitions***

The occurrence of any one of the following events (herein called "Events of Default") shall constitute a material default and breach of this Lease by Tenant:

- A. The failure of Tenant to make the rent and/or additional rent payments herein described as and when due;
- B. The failure of Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease where such failure shall continue for a period of the five (5) days after it becomes known to Tenant by written notice hereof from Landlord to Tenant; provided, however, that if the nature of Lessee's default is such that more than five (5) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the five (5) day period and thereafter diligently prosecutes such cure to completion;
- C. The filing by Tenant of either a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of Tenant's assets; the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the premises or Lessee's interest in this Lease where such seizure is not discharged within thirty days;
- D. Vacating or abandoning the Premises by Tenant or failing to operate its business continuously and uninterruptedly therein and such default continues for a period of five (5) days after written notice to Tenant thereof;
- E. Tenant's interest in this Lease or the Premises is subjected to any levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding, and such order or decree shall not be vacated within fifteen (15) days after entry thereof.

### ***Section 10.02. Remedies of Default***

- A. If one or more of the Events of Default described in the above paragraph occur and shall continue for such time after notice required to be given is given as provided in that paragraph then:
  1. Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease or of the Rules and Regulations now or hereafter in effect. The reasonable cost of such corrections and repairs made at Lessor's direction shall constitute additional rent payable as described in this Lease.
  2. Landlord, with or without terminating the Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove there from all property thereon belonging to Tenant within three

(3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

3. Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter and relet the Premises and remove Tenant there from and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.
4. Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises or any part thereof for such time or times and at such rent or rents and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting including the cost of any such repairs to the Premises; and if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent Tenant of part of all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent Tenant or Tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.
5. Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination and upon such termination Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination including without limitation the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (a) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder to the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of the Lease or (b) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days of the notice of termination.

B. In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord except such claims as arise from the negligence of Landlord; and Tenant shall save Landlord harmless from any loss, cost (including legal expenses and reasonable attorney's fees) or damages suffered by Landlord by reason of such re-entry excepting such damages caused by Landlord's own negligence. No such re-entry shall be considered or construed to be a forcible entry.

C. No course of dealing between Landlord and Tenant, or any delay on the part of Landlord or Tenant in exercising any rights it may have under this Lease, shall operate as a waiver of any of the rights of Landlord or Tenant hereunder. Nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults; and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

D. The exercise by Landlord of any one or more of the remedies provided in this agreement shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided by law. Such rights described within this paragraph shall be reciprocal to Tenant.

***Section 10.03. Assignment and Subletting***

A. Landlord acknowledges that Tenant will sublease the property to Albemarle Regional Library, Inc., and Landlord approves the same. Landlord shall be provided a copy of the sublease agreement and Landlord shall approve the form of the agreement prior to the execution of that agreement between Tenant and Albemarle Regional Library, Inc. Except for the sublease to Albemarle Regional Library, Inc., Tenant shall not, either voluntarily or by operation of law, sell, assign, mortgage, hypothecate or encumber this Lease nor sublet or permit the Premises or any part thereof to be used by others (each being an “Assignment or Sublease”), without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Provided, however, it shall not be deemed unreasonable if Landlord withholds its consent to any Assignment or Sublease for any of the following reasons: (i) the proposed assignee, subtenant, occupant or party involved in the proposed Assignment or Sublease (each being a “Proposed Assignment or Sublease Party”) does not assume all Tenant’s obligations under this Lease (including, without limitation, the obligations related to the Required Use and the Permitted Uses) in form and content reasonably satisfactory to Landlord, (ii) the Proposed Assignment or Sublease Party does not have a net worth that is equal to or greater than the net worth then being used by Landlord to evaluate potential tenants for the Shopping Center, (iii) the Proposed Assignment or Sublease Party or any affiliate thereof has filed for bankruptcy or filed any petition or answers seeking any reorganization, arrangement, liquidation, dissolution or similar relief within three years prior to the date of the proposed Assignment or Sublease, (iv) the Proposed Assignment or Sublease Party or any affiliate thereof has previously defaulted on a lease agreement or purchase agreement with Landlord or an affiliate or subsidiary of Landlord, or (v) the Proposed Assignment or Sublease Party does not have experience relating to the Permitted Uses that is substantially similar to the experience of Tenant as of the Effective Date. If any Assignment or Sublease is for rent in excess of the Rent payable hereunder, Tenant shall pay any such excess to Landlord as additional Rent. If any Assignment or Sublease occurs, Landlord, in the event of default by Tenant, may collect rent directly from the Proposed Assignment or Sublease Party and apply the amount collected to the Rent due from Tenant. Such action by Landlord shall not constitute a waiver of this provision nor a release of Tenant from any obligation under this Lease. The consent of Landlord to an Assignment or Sublease shall not be construed to relieve Tenant from obtaining the written consent of Landlord to any further Assignment or Sublease and shall not relieve Tenant from liability hereunder. Any Assignment or Sublease under this Lease automatically cancels any options to extend the Lease Term which may have been granted hereunder.

B. In the event of a proposed Assignment or Sublease, Tenant shall submit to Landlord, in writing, such information as Landlord may reasonably require, including, but not limited to (i) the name of the Proposed Assignment or Sublease, (ii) current financial statements, if any, available to Tenant disclosing the financial condition of the Proposed Assignment or Sublease Party, (iii) the nature of the business of the Proposed Assignment or Sublease Party, and its proposed use of the Premises (any assignment or subletting being subject to restrictions on use contained in this Lease), and (iv) the proposed commencement date of the Assignment or Sublease, together with a copy of the proposed documentation relating thereto.

C. If Tenant is an entity, then (i) any transfer of the Lease from Tenant by merger, consolidation, operation of law, or dissolution or (ii) the sale, assignment, bequest, inheritance, transfer by option of law or other disposition of any part or all of the shares or interests of Tenant so as to result in a change in the control of Tenant, shall constitute an assignment for purposes of this Section 10.03.

**Article XI  
Right of Entry**

***Section 11.01. Right of Entry***

Landlord and its agents shall have the right to enter the Premises at reasonable times: (A) to inspect or protect the Premises or any of its equipment thereon; (B) to effect compliance with any law, order or regulation of any lawful authority; (C) to make or supervise repairs, alterations or additions; (D) to exhibit the Premises to prospective tenants, purchasers or other persons; (E) during the last six (6) months prior to the expiration of the term of the Lease or any renewal terms, Landlord may place upon the Premises the usual notices “For Rent,” which notices Tenant shall permit to remain thereon without molestation.

**Article XII  
Tenant's Property**

***Section 12.01. Taxes***  
Deleted.

***Section 12.02. Notices by Tenant***

Tenant shall give immediate telephone or telegraphic notice to Landlord in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or defects therein or in any fixtures or equipment and shall promptly thereafter such notice in writing.

**Article XIII  
Succession to Landlord's Interest**

***Section 13.01. Attornment, Subordination, Mortgagee's Approval, Estoppel Certificate***

Tenant agrees that this Lease will either be subordinate or superior to any mortgage heretofore or hereafter executed by Landlord covering the Premises, depending on the requirements of such mortgage. Tenant on request will execute such agreement making this Lease superior or subordinate as Lessor's mortgagee may request, and will agree to attorn to said mortgagee. Landlord consents to Lessee's execution of Landlord's mortgage subordination, attornment agreement, and agrees to be bound by the provisions thereof. Further, Tenant agrees to execute within five (5) days of request thereof, as often as requested estoppel certificates setting forth the facts with respect to date of occupancy, termination date of this Lease, amount of rent due and date to which rent is paid, whether or not it has any defense or off sets to the enforcement of the Lease or knowledge of any default or breach by Landlord, and that this Lease is in full force and effect inclusive of all modifications and/or amendments, copies of which Tenant shall attach to such estoppel certificate. Tenant agrees that, in the event of foreclosure of any such mortgage or sale of the demised Premises under the power contained herein, Tenant will attorn to and accept the purchaser at any such sale as Landlord for the balance of the remaining term of the Lease, subject to all the terms of the Lease.

**Article XIV  
Surrender of Premises**

***Section 14.01. Condition of Surrender***

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises.

***Section 14.02. Holding Over of Tenant***

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, or any extension, without the express written consent of Landlord, such occupancy shall be a tenancy from month to month terminable at will by either party upon not less than thirty (30) days written notice, and such monthly tenancy shall be on the same terms and conditions as those specified in this Lease, except that Fixed Maximum Rent shall be equal to one hundred fifty percent (150%) of the Fixed Maximum Rent for the immediately preceding Lease Year. Such increased Fixed Maximum Rent shall be in addition to all other rights and remedies of Landlord for such holding over by Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, costs, expenses and damages incurred by Landlord as a result of such holding over.

**Article XV  
Miscellaneous**

***Section 15.01. Lease Modifications***

This Lease represents the entire agreement between the Landlord and Tenant and shall not be modified except in writing duly executed by the parties hereof, and this Lease shall be construed in accordance with the laws of the State of North Carolina.

***Section 15.02. Recordation of Lease***

This Lease shall not be recorded, but the parties hereto agree that upon the reasonable request by either party to enter into and execute a short form Memorandum of Lease including a description of the Premises, to be prepared in accordance with the General Statutes of North Carolina, and said Memorandum of Lease may be recorded by either party. In the event the Lease is terminated pursuant to the mutual agreement of Landlord and Tenant or by its terms because of expiration of the Term or otherwise by agreement, Tenant covenants and agrees to execute and deliver to Landlord a document in recordable form stating that the Lease has been terminated and is no longer in force and effect on the Premises, and Tenant's failure to execute and deliver a said document affirming that the Lease has been terminated within ten (10) Business Days of the termination of the Lease shall serve to irrevocably appoint Landlord as Tenant's attorney-in-fact to execute and deliver such certificate or document for and on behalf of Tenant.

***Section 15.03. Execution of Lease and Binding Effect***

This Lease may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties. This Lease shall be binding upon and inure to the benefit of the parties hereto, their assigns, administrators, successors, estates, heirs and legatees respectively, except as herein provided to the contrary.

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation, Tenant shall furnish Landlord with such evidence, as Landlord reasonably requires evidencing the binding effect on Tenant of the execution and delivery of this Lease.

***Section 15.04. Survival of Obligations***

The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

***Section 15.05. Landlord's Liability***

Except for warranty of Landlord under Sections 2.01 and Section 6.06, in the event of any alleged default of Landlord, Tenant shall not seek to secure any claim for damages of indemnification by any attachment, levy, judgment, garnishment, or other security proceedings against any property of the Landlord other than Landlord's equity in the Shopping Center. Landlord, as used herein, shall include any assignee or other successor of the original Landlord or its successors or assigns.

***Section 15.06. Licensing Contingency***

This Lease Agreement is contingent upon Tenant procuring all licenses and permits required by local governing authorities and the State of North Carolina for the conduct of Tenants business. Tenant will promptly and reasonably apply for the aforesaid licenses and permits.

***Section 15.07. Waiver***

It is understood and agreed that waiver by Landlord of any default or breach of any covenant, condition or agreement herein shall not be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof. The acceptance of Rent by Landlord with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No delay or omission of Landlord to exercise any right or power arising from any default on part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto.

***Section 15.07. Force Majeure***

Notwithstanding anything in this Lease to the contrary, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, weather, or any other cause whatsoever (including failure of Tenant to supply necessary data or instructions) beyond the reasonable control of Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

***Section 15.08. Landlord's and Tenant's Warranty***

Landlord covenants, represents and warrants that it has the full right and authority to lease the Premises upon the terms and conditions herein set forth and that Tenant shall peacefully and quietly hold and enjoy the Premises for the full Lease Term so long as it does not default in the performance of any of its agreements hereunder. If Tenant is other than an individual, natural person, Tenant covenants, represents and warrants that it is a validly formed and duly existing entity under the laws of the jurisdiction in which it is formed, that it has the power to enter into this Lease and perform Tenant's obligations hereunder and that the officers of Tenant executing this Lease on Tenant's behalf have the right and lawful authority to do so.

***Section 15.09. Additional Instruments.***

The parties agree to execute and deliver any instruments in writing, including a Memorandum of Lease suitable for recording, necessary to carry out any agreement, term, condition, or assurance in this Lease whenever occasion shall arise and request for such instrument shall be made.

***Section 15.10. Partial Invalidity.***

In the event that any part or provision of this Lease shall be determined to be invalid or unenforceable, the remaining parts and provisions of said Lease which can be separated from the invalid, unenforceable provision shall continue in full force and effect.

***Section 15.11. Captions.***

The index, paragraph and marginal titles, numbers and captions contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Lease nor any provision herein.

***Section 15.12 Subordination.***

This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter placed on the property of which the Premises is a part; provided, however, that at the option of any such mortgagee the Lease or portions of the Lease can be made superior to the mortgage or deed of trust; provided further that unless the entire Lease is made superior to such mortgage or deed of trust, the holder of said mortgage or the trustee of such deed of trust shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, deed of trust or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect notwithstanding any default proceeding under said mortgage, deed of trust or obligation secured thereby, including foreclosure. Tenant further agrees that it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and their successors or assigns and to the purchaser or assignee at any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Paragraph 50.

***Section 15.13. Limitation of Landlord's Liability.***

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed within thirty (30) days after written notice from Tenant (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently pursuing the completion of same), and, as a consequence of such default, Tenant agrees to look solely to the estate and property of Landlord in the Shopping Center, subject to prior rights of any ground lessor, mortgagee, or deed of trust of the Shopping Center or any part thereof, for the collection of any judgment requiring the payment of money by Landlord in the event of any default by Landlord under this Lease. Tenant agrees that it is prohibited from using any other procedures for the satisfaction of Tenants' remedies. Neither Landlord nor any of its respective officers, directors, employees, heirs, successors, or assigns, shall have any personal liability of any kind or nature, directly or indirectly, under or in connection with this Lease.

***Section 15.14. Prevailing Party.***

If either party places in the hands of an attorney the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs.

***Section 15.15. Default.***

If either party shall fail or refuse to perform or comply with any of its obligations and covenants under this Lease and shall continue in default for a period of thirty (30) days (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as such party is diligently pursuing the completion of same) after the non-defaulting party has given the defaulting party written notice of such default (specifying such default with particularity) and demand of performance, the non-defaulting party may, but shall not be obligated to, remedy same and pursue an action against the defaulting party to recover its reasonable costs; however, it shall be the duty of the non-defaulting party in any event to use best efforts to mitigate its damages. Unless and until the defaulting party fails to so cure any default after such notice, the non-defaulting party shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. With respect to any provision of this Lease which provides that Landlord shall not unreasonably withhold or delay any consent or approval, Tenant shall not have, and Tenant hereby waives, any claim for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any allegation of unreasonableness by Landlord. Tenant's sole remedy shall be an action or proceeding to enforce any such provisions, or for specific performance, injunction or declaratory judgment, and the liability of Landlord (and its members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Shopping Center shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Shopping Center. In no event shall the members of Landlord be personally liable for any recovery or deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Shopping Center. The terms of this Section 15.15 shall survive the expiration or earlier termination of this Lease.

***Section 15.16. Confidentiality***

Deleted.

***Section 15.17. Relocation***

At any time after the Lease Term Commencement Date and continuing throughout the Lease Term, Landlord shall be entitled, at its sole expense, upon not less than sixty (60) days written notice to Tenant, to cause Tenant to relocate from the Premises to another space substantially similar in size (a "Relocation Space") within the Shopping Center, provided such relocation does not increase the Minimum Monthly Rent or other costs payable by Tenant under this Lease. If Landlord elects to move Tenant, the suite into which Tenant is re-located shall have substantially similar Leasehold Improvements as were in the original Premises and Landlord will pay Tenant's reasonable costs of

moving to the new location, including incidental costs such as reprinting existing stock of stationery and new Signage, but Landlord will have no other liability to respect to relocation. Such a relocation shall not terminate or otherwise affect or modify this Lease, except that from and after the date of such relocation, “Premises” shall refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined.

**Section 15.18. Brokerage.**

Landlord and Tenant each warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord’s Broker and Tenant’s Broker, if any, and covenants to pay, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof except Landlord’s Broker and Tenant’s Broker. Landlord shall pay Landlord’s Broker pursuant to a separate agreement, and Tenant shall be responsible for ensuring that Tenant’s Broker has reached agreement for receipt of any and all payments owed to Tenant’s Broker.

**Section 15.19. Authority**

If Tenant is a corporation, partnership or other business entity, Tenant hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Leased Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

If Tenant is an individual, Tenant hereby represents that Tenant is one of the following (check applicable box and fill in information, if applicable):

- A citizen of the United States
- A noncitizen national of the United States
- A lawful permanent resident (Alien # \_\_\_\_\_)
- An alien authorized to work (Alien # or Admission #) \_\_\_\_\_ until (expiration date, if applicable, month/day/year) \_\_\_\_\_

**Section 15.20. Anti-Terrorism Representation**

Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. r. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, “Anti-Terrorism Laws”), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, “Prohibited Persons”).

To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises or the Shopping Center. Tenant will not in the future during the Term of this Lease engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises or the Shopping Center. Tenant’s breach of any representation or covenant set forth in this Section shall constitute a breach of this Lease on behalf of Tenant, entitling Landlord to any and all remedies hereunder, or at law or in equity.

[the remainder of this page intentionally blank – signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDLORD:

**Windsor Square, LLC**

By: \_\_\_\_\_ (Seal)  
Clarence A. Rawls III Revocable Trust  
By: Patricia E. Rawls, Trustee

By: \_\_\_\_\_ (Seal)  
Jeryl S. Rawls Revocable Trust  
By: Jeryl S. Rawls, Trustee

TENANT:

Bertie County

By: \_\_\_\_\_ (SEAL)  
John Trent, Chairman

By: \_\_\_\_\_ (SEAL)  
Sarah Tinkham, Clerk to the Board

\_\_\_\_\_ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_ (name of person or principal).

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

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed name of Notary Public

(Official Seal)

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**(Site Plan)**

**(to be attached)**

SAMPLE

**EXHIBIT B****Landlord's Work**

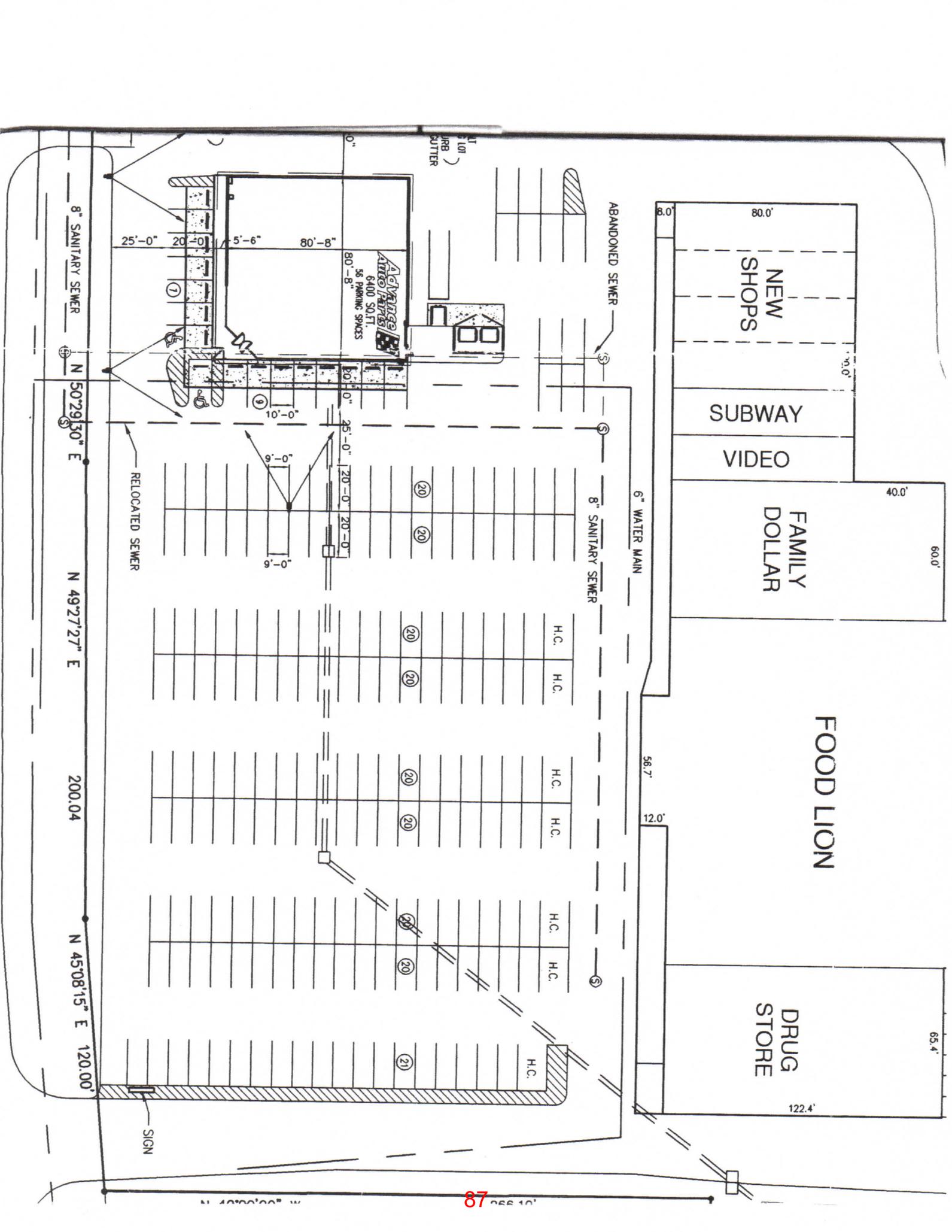
Tenant hereby accepts the Premises in their "AS-IS" condition, and Landlord shall have no obligation to perform any work therein (including demolition of any improvements existing therein or construction of any tenant finish-work or other improvements therein), and shall not be obligated to reimburse Tenant or provide an allowance for any costs related to the demolition or construction of improvements therein.

SAMPLE

**EXHIBIT C**  
**Rules and Regulations**

Tenant agrees to comply with and observe the following rules and regulations:

1. Landlord must approve the interior decor of any facility before construction thereof begins.
2. Operating hours of the facility will be such that the facility is never open after 11 p.m., unless approved by the Landlord.
3. The facility will be supervised by the Tenant or the Tenant's representative during all operating hours.
4. All loading and unloading of goods shall be done only in the areas, and through the entrances, designated for such purposes by Landlord.
5. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord and necessary for the proper operation of the Premises or Premises.
6. All garbage and refuse shall be kept in the container specified by Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
7. No radio or television or other similar device shall be installed without first obtaining Landlord's consent in writing. No aerial or satellite dish shall be erected on the roof or exterior walls of the Premises, or on the grounds, without, in each instance, the written consent of the Landlord. Any aerial or satellite dish so installed without such written consent shall be subject to removal without notice any time.
8. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
9. The Landlord must approve all vending machines or equipment producing ancillary income.
10. Tenant shall not place or permit any obstructions or merchandise in the common areas immediately adjoining the Premises, except with the Landlord's written permission.
11. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
12. Tenant shall use at Tenant's sole cost such pest extermination contractor as Landlord may direct and at such time as is obviously necessary.
13. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Premises.
14. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gasses, or any smoke, dust, steam or vapors, or any loud or disturbing noises, sounds or vibrations to originate in or to be emitted from the Premises. Landlord recognizes that Tenant's customers may smoke in the Premises.
15. Tenant shall maintain the store windows in a clean and orderly condition.
16. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on its Premises for use in case of local fires, including electrical or chemical fires.



NEW SHOPS

SUBWAY

VIDEO

FAMILY DOLLAR

FOOD LION

DRUG STORE

ADVANCE AUTO PARTS  
6400 SQ. FT.  
56 PARKING SPACES

(20)

(20)

(20)

(20)

(20)

(20)

(20)

(20)

(21)

8" SANITARY SEWER

N 50°29'30" E

N 49°27'27" E

200.04

N 45°08'15" E 120.00'

ABANDONED SEWER

8" SANITARY SEWER

6" WATER MAIN

56.7'

12.0'

25'-0"

20'-0"

5'-6"

80'-8"

RELOCATED SEWER

25'-0"

20'-0"

20'-0"

20'-0"

10'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

9'-0"

SIGN



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** D-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Discuss Non-Smoking implementation and location of signage for installation

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

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** D-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Additional discussion – H.B. 867 – Coastal counties opposing ban on commercial fishing and shrimp trawling as heard on May 15<sup>th</sup> in Blue Jay

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** No

**ITEM HISTORY:** ---

**MAR 13, 2017 — Hyde Commissioners passed a resolution that issued A VOTE OF NO CONFIDENCE IN THE NC MARINE FISHERIES COMMISSION**  
read the resolution in it's entirety:

"WHEREAS, this Vote of No Confidence by the Hyde County Board of Commissioners in the North Carolina Marine Fisheries Commission is an alternative method to bring forth serious concerns relative to their support of the Petition for Rulemaking submitted by the North Carolina Wildlife Federation; and  
WHEREAS, the shrimp fishery is North Carolina's most important fishery economically; and  
WHEREAS, the rules proposed in the Petition would close the internal coastal waters and near-shore oceanic waters of North Carolina to trawling unless opened by the North Carolina Division of Marine Fisheries (DMF), and restrict the taking of shrimp to daylight hours and three days per week; and  
WHEREAS, the proposal will have a substantial economic impact on many small businesses, have significant negative effects on coastal communities and negatively impact the availability of North Carolina shrimp to consumers; and  
WHEREAS, the petition should have been denied because the cost factors described in the petition are clearly inadequately described. This omission is significant because the shrimp fishery is North Carolina's most important fishery economically; and  
WHEREAS, the petition will designate all coastal fishing waters not already designated as nursery areas as special secondary nursery areas, including the ocean out to three miles; and  
WHEREAS, the North Carolina General Assembly, through the Fisheries Reform Act, clearly desired that such comprehensive changes in management measures for important recreational and commercial species in North Carolina be developed through Fisheries Management Plans (FMPs) and these issues were recently discussed and addressed by the 2015 Shrimp FMP after two years of development; and  
WHEREAS, the Petition for Rulemaking has a component for potential regulation on property owners abutting these newly formed secondary nursery areas. Hyde County boasts some of the most beautiful waterfront properties in the state. The potential for regulations on these properties not only negatively affect one of Hyde County's greatest assets, but also has a negative impact on all citizens because of the potential loss of tax revenue; and  
WHEREAS, the Petition for Rulemaking could also prove to be a hindrance to any needed and necessary dredging along our shoreline; and  
WHEREAS, the Hyde County Board of Commissioners represent the people of Hyde County with a collective history of approximately 300 years of fishing experience, submitted a letter and corresponding resolution to the NC Marine Fisheries

Commission in January of 2017 recommending that they deny the Petition for Rulemaking submitted by the North Carolina Wildlife Federation that proposes to designate the internal coastal and near oceanic waters of North Carolina special secondary nursery areas; and

WHEREAS, at the January 15, 2017 hearing meeting in New Bern, there were five advisory boards in attendance; those five boards were comprised of 40 members, 32 of those members recommended to the Commission that they not enforce this new trawling ban and that the petition be denied; and

WHEREAS, on February 16, 2017, the North Carolina Marine Fisheries Commission met in Wilmington and against the advice of their advisory groups granted this petition which has significant economic implications for Hyde County; and

WHEREAS, while the North Carolina Marine Fisheries Commission did not violate the law and it is within their parameters to make such decisions, their decision was not within the spirit of the Fisheries Reform Act which calls for science to make decisions and not political science; and

WHEREAS, this Resolution is no reflection on the dedicated people that work in that Division; no criticism of the biologists; and no criticism of the Fisheries Reform Act; and

NOW, THEREFORE, BE IT RESOLVED, that the Hyde County Board of Commissioners stand steadfast in their resolve outlined in their January 3, 2017 resolution, and stand behind and in support of our fishing industry within Hyde County; and

BE IT FURTHER RESOLVED, by a unanimous vote of those Commissioners present, that this action by the Hyde County Board of Commissioners shows a Vote of No Confidence in the North Carolina Marine Fisheries Commission because they clearly demonstrated that they do not have the objectivity to make sound decisions on this issue

Adopted this the 6th day of March, 2017."

Share Tweet Email

## Discussion

## **KEY POINTS ABOUT THE SHRIMP PETITION FILED BY THE NC WILDLIFE FEDERATION**

Measures proposed by the NCWF were thoroughly considered by the NCDMF and NCMFC and recently addressed in the 2015 North Carolina Shrimp Fishery Management Plan-Amendment 1.

North Carolina, namely Pamlico Sound, is one of the few water bodies that supports commercial quantities of pink, white and brown shrimp in the south Atlantic.

Shrimp trawling effort peaked at 40,000 trips in 1982, and has declined since 1994 to an average of 7500 trips over the last 5 years, with the decline being completely unrelated to shrimp abundance.

North Carolina has the largest estuarine system within any one state of the entire USA. It is unique and caution should be taken in comparing management with that in other estuarine systems.

North Carolina is the only state that has formally designated primary and secondary nursery areas for juvenile fish, shrimp and crabs. All bottom-disturbing fishing gear, including shrimp trawls, has been prohibited in these areas for over 35 years.

North Carolina has 2,220,000 acres of estuarine surface waters with over one million acres or 48% of estuarine waters are closed to trawling. Using sound science, these vital habitat areas are protected by rules set forth in state legislation. (broken down below)

□ Since 1978 over 124,000 acres of estuarine nursery areas have been closed to trawling to protect juvenile fish and crustaceans.

□ There are approximately 77,000 acres of Primary Nurseries, 47,000 acres of Secondary Nursery areas, 37,000 of special Secondary Nursery areas, and over 78,000 acres of military danger zones and restricted areas are also closed to trawling for safety reasons.

□ Special Secondary Nursery areas can only be opened to trawling by proclamation from August 16 through May 15.

□ In the mid-90s the sea grass beds along the Outer Banks were closed to trawling to protect this critical habitat. North Carolina closed extensive areas of submerged aquatic vegetation located on the eastern shore of the Pamlico Sound from Oregon Inlet to the mouth of Core Sound to shrimp trawling in 1994.

□ In 2006 almost 92,000 additional acres were closed to shrimp trawling as part of the North Carolina Shrimp FMP.

North Carolina historically leads research to refine practices and develop devices to reduce bycatch, reaching a 70% total reduction in total juvenile finfish bycatch, and becoming the first state to require finfish excluders in shrimp trawls. Current efforts continue to seek further improvement.

North Carolina is recognized by states and the federal government as having one of the best fisheries data collection programs in the country and Scientists studying bycatch in North Carolina have cautioned that finfish/shrimp ratios tend to overestimate bycatch. No correlation was observed in abundance indices of juvenile Atlantic croaker, weakfish, and spot and shrimp trawl effort for the last 21 years in analyses performed for the NC 2015 Shrimp FMP, and none are listed as experiencing overfishing.

□ The shrimp trawl fishery has been ongoing in the estuarine waters of North Carolina since 1917. Since that time landings, and abundance levels of spot, croaker and weakfish in North Carolina, have fluctuated widely, yet experienced peaks in the late 1970's to mid

**1980's.**

**□ Based on extensive and current scientific data, fishermen are not overfishing Atlantic croaker and croaker are likely not overfished.**

**□ Based on a 2016 weakfish stock assessment, extensive scientific data and comprehensive analyses determined that fishermen are not overfishing weakfish. The lack of recovery in weakfish populations is primarily from natural causes, such as predation and diseases, which has prevented the stock from recovering.**

**□ Additionally, recent population assessments on weakfish show a strong correlation with decreasing juvenile numbers and rising striped bass and spiny dogfish abundance. Juveniles that are caught are returned to the ecosystem where many serve as forage, where they are consumed by many highly-prized sportfish that the recreational industry benefits from, as well as commercially important species.**

**□ North Carolina under the jurisdiction of the ASMFC, manages and conserves many migratory species. None of the plans, amendments, or addendums to do so have recommended a closure on inside shrimp trawling in North Carolina to ensure sustainability of these fisheries resources.**

**□ The South Atlantic Fishery Management Council (SAFMC), a federal agency, has developed a FMP for shrimp in the south Atlantic, with numerous amendments. None of its plans, amendments, or addendums have recommended a closure on estuarine and near-shore shrimp trawling in North Carolina to ensure sustainability of the fisheries resources within their jurisdiction.**

**□ Implementing an 8-inch size limit for spot and a 10-inch size limit for American croaker for recreational fishermen would be arbitrary considering neither species is experiencing overfishing.**

**To recommend such significant management measures by rulemaking on one of North Carolina's most important fisheries without a thorough and objective review of pertinent science/information and existing management policies is disingenuous and irresponsible, and may very well lead to some serious unintended consequences.**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** D-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Discuss DRAFT resolution for piece of highway named after Kent Bazemore

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion needed – first reading.

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** Discussion needed – first reading.

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** ---

**ITEM HISTORY:** ---



## BERTIE COUNTY

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

## BOARD OF COMMISSIONERS

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

### RESOLUTION SUPPORTING THE NAMING OF A SECTION OF NC HIGHWAY 308 AFTER BERTIE NATIVE, KENT BAZEMORE

**WHEREAS**, Kenneth "Kent" Lamont Bazemore, Jr., was born on July 1, 1989, in Kelford, Bertie County, NC, a 760-square mile wilderness county in Northeastern NC and showed interest in the sport of basketball at a young age; and

**WHEREAS**, Mr. Bazemore attended West Bertie Elementary School, Bertie Middle School, and Bertie High School; and

**WHEREAS**, upon his graduation from Bertie High School in 2008, Mr. Bazemore continued on his educational path by attending Old Dominion University in Norfolk, VA, and began his basketball college career; and

**WHEREAS**, after being redshirted during his freshmen season, Mr. Bazemore moved into the starting lineup for the Old Dominion Monarchs and became a force to be reckoned with in the Colonial Athletic Association with an average of 8.4 points, 3.4 assists, 4.2 rebounds, and 1.9 steals per game; and

**WHEREAS**, Mr. Bazemore persevered and became the CAA Defensive Player of the Year in 2011, as well as received the Lefty Driesell Award given to the nation's top defensive player; and

**WHEREAS**, after completing his education at Old Dominion in 2012, Mr. Bazemore continued on to the NBA playing for various teams including the Golden State Warriors and the Santa Cruz Warriors, (2012-2014) the Los Angeles Lakers (2014), and currently, the Atlanta Hawks; and

**NOW THEREFORE BE IT RESOLVED**, that the Bertie County Board of Commissioners is in full support of a portion of Highway 308 being named in honor of Mr. Bazemore as he has become an exemplary role model to the youth in Bertie County, as well as participated in various charity initiatives in his hometown; and

This the \_\_\_\_ day of June, 2017.

---

John Trent, Chairman

---

Sarah S. Tinkham, Clerk to the Board

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

## POLICY AND PROCEDURES FOR NAMING ROADS, BRIDGES and FERRIES

Pursuant to NCGS 136.18(8), the North Carolina Board of Transportation may name roads, bridges, or ferries. This is the policy and procedures approved by the North Carolina Board of Transportation for carrying out said road, bridge, or ferry naming.

In this policy, unless otherwise provided, the following terms will have the following meanings:

- 1) "Board" shall mean the North Carolina Board of Transportation
- 2) "Full board" shall mean at minimum the majority of full membership of the North Carolina Board of Transportation
- 3) "Department" shall mean the North Carolina Department of Transportation (NCDOT)
- 4) "Committee" shall mean the Road, Bridge and Ferry Naming Committee of the North Carolina Board of Transportation.

### I. Road, Bridge, and Ferry Naming Committee of the Board of Transportation.

- a. Committee makes recommendation to the full board regarding approval of requested road, bridge, and ferry namings.
- b. Committee acts in response to local resolutions.
- c. Committee can, at its discretion, recommend to the Board to remove a honorary sign.
- d. North Carolina Department of Transportation Secretary and Board Chairman are co-chairs of the Committee, which call meetings and approve the agenda.
- e. A quorum is necessary for approval of resolutions; a quorum is a simple majority of Committee members.

### II. Criteria for honoree. In order to have a road, bridge, or ferry named in honor of an individual, that individual:

- a. Must be living, or be deceased for a year or longer.
- b. Must not be currently serving or pursuing a term as an elected official (local, state, or federal).
- c. Must be or have been a North Carolina (NC) resident. Residence verification is a person who filed NC taxes and/or is registered to vote as a NC resident. Proof of residency is to be provided by the requesting party at the time the formal resolution is submitted.
- d. Must have made notable local, state, and/or national contributions and/or have significant accomplishments.
- e. Must not already have another state-owned road, bridge, or ferry named for him/her. The Board does not name more than one facility for the same individual. Requests for duplicate family members reviewed on case by case basis.
- f. May be a state law enforcement officer (e.g., Highway Patrol) killed in the line of duty.
- g. Municipal officials, employees, and law enforcement officers (including those killed in the line of duty) should be recognized with a municipally owned bridge in lieu of a state owned bridge except in extraordinary circumstances, such as when a local law enforcement officer is killed directly in the line of duty on the state owned bridge to be named.
- h. Must have strong local support with regards to the road, bridge, or ferry naming; resolutions passed by Municipal Councils and County Commissions must be unanimous. The Board does not mediate local disagreements.
- i. Must have the support of the family with regards to the road, bridge, or ferry naming.
- j. Additional Criteria for Individual Military Designations:

- i. Recipient of Valor Medals as designated by Defense Department (listed below) are eligible for individual road or bridge designations.
  - 1. Medal of Honor
  - 2. Distinguished Service Cross
  - 3. Silver Star
  - 4. Navy Cross
  - 5. Air Force Cross
- ii. Verification of the award shall be provided by the requesting party at the time the formal resolution is submitted.
- iii. Medal of Honor recipients are eligible for interstate designations; other levels would be US or NC routes.

**III. Specific criteria for named road or bridge.** In order for a road or bridge to be named in honor of an individual, that road or bridge must be already constructed, or within 3 months of its expected construction completion date.

**IV. Process for Road, Bridge, and Ferry Naming Requests**

- a. Requesting party fills out Road, Bridge, and Ferry Road Naming Application form and submits to the contact person on the form.
- b. NCDOT staff review application and notify the applicant of the result of the review. If the request does not meet basic qualifications, it will not proceed. If the request does meet basic qualifications, the applicant will be notified of next steps (items c-f below).
- c. Local government draft a resolution. (It is the responsibility of the applicant to work directly with the local government to obtain the necessary resolution for submittal to the Board.) The resolution should specify what facility is to be named and who is to be honored, but not what name should appear on the sign. This will be worked out between the Department and the local governing body apart from the resolution, consistent with the parameters spelled out in Section V.a of this document.
- d. Local government(s) pass(es) resolution(s) in a public forum.
- e. If the facility to be named is in more than one jurisdiction, resolutions from all jurisdictions are required.
- f. Resolution(s), along with all required supporting documentation (minutes from meeting where resolution was passed, completed character certification form, a minimum of three recommendation letters, and an indication of family support; see Section V of this document for more detail), are forwarded to the Department.
- g. Once all materials are received, the request is placed on an upcoming Board of Transportation Road, Bridge, and Ferry Naming Committee agenda for consideration. Road, Bridge, and Ferry Naming Committee agendas are posted publicly on the web.
- h. The Board member representing the area making the request must endorse the request and present it to the Committee.
- i. If the Committee approves the requested naming:
  - i. A naming request reviewed and recommended by the Committee will be “held” for at least one month before being considered by the full board.
  - ii. The Board drafts a resolution for vote by the full board. The Board resolution will specify what facility is to be named, who is to be honored, and what name should appear on the sign. The Department has final authority regarding sign design, including text.
  - iii. This item is placed on the agenda of the full board after the Committee approves it, if timing criteria are met (such as construction completion date or death date

in the case of a deceased honoree), or is held until such time as the timing criteria are met.

- iv. The Department reviews the requested name for the sign and the requested designation limits. The Department communicates with the local government regarding any problems with the requested name (e.g., too long) or with the requested limits (e.g., overlaps with an already designated facility or exceeds allowable length) and suggests satisfactory modifications. (See Sections IV.a and IV.b below for length specifications for name and designated facility, respectively.) The Department and local governments will concur in writing with mutually agreed upon name to be put on the sign and the limits of the designation.
- j. If/when the full board approves the requested naming:
  - i. The local government and the NCDOT Division are notified in writing of the approval and the required payment. Payment is due to the Department upon notification that the honorary designation has been approved by the Board. Signs will not be manufactured until payment is received.
  - ii. The NCDOT Communications Office plans a naming ceremony if one is desired by the local government.
  - iii. Signs are installed. Honorary signs will be ground mounted; overhead signs will not be installed. Signs will be installed at the beginning and ending termini of the approved roadway segment, and will not be installed on exits, Y-lines, or intersecting roadways.

- V. Locally Provided Documentation/Materials.** The following documentation and information is required before any naming request will be considered by the Board.
- a. **Requested name to be placed on sign.** Signs may include up to one title, one first name, one initial, one last name, and one suffix, to be designated by the local governing body, as long as length limits are met. The Department will communicate to the local governing body applicable text length limits. (The entire name is limited to one line of text; the font size of the text depends on the design speed of the road where the sign is to be installed.)
  - b. **Background information on nominee.** Sufficient information must be provided to explain why the naming is warranted; for example, qualifications at the local, state, and/or national level resulting in significant contributions and accomplishments. If the designee is recently deceased, the request will be reviewed after a one year waiting period except for extenuating circumstances. A fatality resulting from a crash, while tragic, is alone not sufficient to qualify for a naming designation.
  - c. **Description of what is requested to be named.** The Board will consider naming roads, bridges, and ferries (not buildings). For roads, the distance of dedication should be 5 miles or less. Law enforcement officers will be honored with bridge dedications in lieu of highways.
  - d. **Resolutions from all local governing bodies associated with or affected by the request.** City or town councils and/or county commissions must adopt resolutions in a public forum and in sufficient detail to adequately justify the request. The road, bridge, or ferry route must be entirely within the boundaries of the requesting governing body or bodies.
  - e. **Character Certification Form.** Local government must attest, using a form provided by the Department, to the character of the honoree.
  - f. **Strong public input and support.** Explain the degree to which the public supports the request and had notice of action with an opportunity for input. To help illustrate this

support, the local governing bodies shall provide a minimum of three recommendation letters from civic, service, or business organizations.

- g. **Family support.** The requesting party should have the family's support for the road, bridge, or ferry naming request including agreement with the requested location of the dedication.
- h. **Minutes from the Municipal Council/County Commission meetings where the resolution was passed.** This is to substantiate that the resolution was passed in a public forum, and that the body was unanimous in its support.
- i. **A willingness of the local government or designee to pay an administrative fee of \$2000 to help offset costs of the program.** This fee is not due unless and until the full board approves the requested naming.

VI. **Alternatives.** In the event the requested naming does not meet the criteria, or is not approved by the Board for any reason, the local government has options to honor the individual, including, but not limited to:

- a. **Adopt a Highway.** Local governments could consider the "Adopt a Highway" program as an alternative method of honoring an individual or group.
- b. **Municipal road or bridge.** Municipalities may name municipally owned streets or bridges in honor of individuals or groups. This does not require review or approval by the Department or the Board.
- c. **Blue Star Memorial Highway.** The Department has over 1,000 miles designated as the Blue Star Highway Network including all interstates, US routes, and most NC routes. This extensive network honors all veterans and military groups in the state.

VII. **Blue Star Memorial Highway Network**

- a. Requests for honorary designations for specific groups such as Bladen County Veterans or 100th Infantry, or a particular branch of the military are considered honored with the Blue Star Highway network.
- b. New interstate designations and segments are typically automatically added to the Blue Star Highway as completed.
- c. See attached information on Blue Star Memorial Highways.

## APPENDIX: BLUE STAR MEMORIAL HIGHWAY INFORMATION

The Blue Star Memorial Highways date back to 1949 as tribute to the men and women of the nation's armed forces. There have been numerous other requests to name additional highways in the state for specific veterans or military groups. However, because of the extensive network of Blue Star Memorial Highways that already commemorate our armed forces, the Department and Board of Transportation's Road, Bridge and Ferry Naming Committee consider such request as duplicative. The Blue Star covers all military personnel and conflicts. The Committee has been historically consistent in response with all groups.

The Department receives requests from small groups specific to a certain area (such as Bladen County Veterans Memorial Highway) to large groups like the Purple Heart or Vietnam Veterans. The Committee has consistently felt it would be difficult to pick and choose which requests were approved; likewise, it would be extremely difficult to approve all requests because of the number we receive. We encourage local officials to dedicate a municipally owned street or bridge within their boundaries, which needs no action by the Department or Board. Additionally, some counties have memorials at their courthouses or office facilities recognizing local military personnel.

Since 1997, the Department has had eleven requests for Veterans Memorial Highway designations (with slight modifications for the requesting party). These have not been approved due to the Blue Star Highway (BSH) network.

Due to legislative action, the Blue Star signage on US 70 reads "Blue Star and POW Memorial Highway" and I-95 through NC has a "Purple Heart Highway" designation.

The Blue Star designation is considered an "overlay" designation for the lengthy segments of roadways. Certain segments of these roadways may be dedicated for individuals.

The Blue Star Highway (BSH) designations in North Carolina to date:

- I-26 throughout the state
- I-40 throughout the state
- I-77 throughout the state
- I-85 throughout the state
- I-95 throughout the state
- US 70 throughout the state
- US 301 throughout the state
- US 64 from TN state line to Williamston
- US 158 from Elizabeth City to Nags Head
- US 158 from Elizabeth City to Roanoke Rapids
- US 158 from Mocksville to Roanoke Rapids
- US 421 in Wilkes County
- US 421 in Yadkin County
- US 17 from Williamston to Elizabeth City
- NC 24 from US 17 in Jacksonville to NC 172
- US 74 from NC 38 in Hamlet to US 220 in Rockingham
- Sparta Parkway in Alleghany County

The Board typically adds each new interstate segment to the BSH network as it is completed.

The original Blue Star Historical Markers are associated with the Garden Club of North Carolina. The markers are the shield shaped, grey markers more associated with historical sites and under the direction of the Department of Cultural Resources. The Department has a link on its website with mapping and information on these markers (<http://ncdot.gov/programs/environmental/bluestar/>).

In May 2005, the Board of Transportation approved the installation of new color signage across the state to improve and expand the recognition along the BSH designation (see attached map and sign sample). The increase in signs and new format has been well received across the state. The Department has installed additional signs as requested by local officials.

We believe North Carolina has the largest Blue Star Highway system in the country with over 1,300 miles of highways across the state.

During times of active military conflicts, the Department sees an increase in the honorary sign requests for individuals either killed in the line of duty, recipients of medals and for outstanding service, or for more specific local units and groups. Requests are not limited to recent conflicts, but also for WWI, WWII, Korean, Vietnam, and Desert Storm veterans. The Department continues to support the BSH for recognition of the extensive number of military personnel, branches, military bases located in our state.

At this time, staff is working with the Office of Veterans Affairs to gather some statistical information on military personnel (active, deceased, or veterans) in our state to provide to the Board of Transportation's Road, Bridge and Ferry Naming Committee and the Department's senior management.

**THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



# Road, Bridge, Ferry Naming Application

**Date:** [Click here to enter a date.](#)

Information about Yourself	
<b>Your Name:</b> <a href="#">Click here to enter text.</a>	<b>Phone Number:</b> <a href="#">Click here to enter text.</a>
<b>Mailing Address:</b> <a href="#">Click here to enter text.</a>	<b>Alternate Phone Number:</b> <a href="#">Click here to enter text.</a>
<b>Relationship to Honoree:</b> <a href="#">Click here to enter text.</a>	<b>Email Address:</b> <a href="#">Click here to enter text.</a>

Information about What You Want to Have Named	
<b>Do You Wish to Name a Road, Bridge or Ferry?</b> <a href="#">Choose an item.</a>	
<b>If a road or bridge, is it currently under construction?</b> <i>In order for a road or bridge to be named in honor of an individual, that road or bridge must be already constructed, or within 3 months of its expected construction completion date. (See Section III. B. in the Honorary Designations of State Transportation Assets Policy )</i>	<a href="#">Choose an item.</a>
<b>County:</b> <a href="#">Choose a county</a>	<b>Route:</b> <a href="#">Click here to enter route name.</a>
<b>Description:</b> <i>If a road request, please include preferred section (Point A to Point B), and if a bridge request, please include what the bridge crosses. For road requests, the distance of the proposed dedication should be 5 miles or less. Law enforcement officers will be honored with bridge dedications in lieu of highways. (See Section III. in Policy)</i>  <a href="#">Click here to enter description of request.</a>	



# Road, Bridge, Ferry Naming Application

Information about the Honoree (Person for whom the Road, Bridge or Ferry Request is being made)	
<p><b>Honoree's Name:</b> <a href="#">Click here to enter Honoree's name.</a></p>	
<p><b>1. If approved, what is the preferred name you would like to have on the sign?</b>  <i>Names can include one title, one given name and initial, a surname, and a suffix. (See Section III. E. in Policy) "Memorial" is no longer included on signs.</i></p>	<p><a href="#">Click here to enter preferred name for sign.</a></p>
<p><b>2. Is the honoree living or deceased?</b>  <i>If deceased, please provide date of death: To qualify for a road, bridge, or ferry naming, an honoree must be either living, or be deceased longer than one year but less than 75 years. (See Section II. A. in Policy)</i></p>	<p>Choose an item.</p> <p><a href="#">If deceased, click here to enter date of death.</a></p>
<p><b>3. Is the honoree currently serving or seeking a term as an elected official?</b>   <b>If so, please indicate what kind of office.</b>  <i>To qualify for a road, bridge, or ferry naming, an honoree must not be currently seeking or serving a term as a federal, state, or local elected official. (See Section II. B. of Policy)</i></p>	<p>Choose an item.</p> <p><a href="#">Select the office.</a></p>
<p><b>4. Is the honoree currently a North Carolina resident?</b>   <b>If no, please provide dates when the honoree was a North Carolina resident.</b>  <i>To qualify for a road, bridge, or ferry naming, an honoree must be or have been a North Carolina resident. (See Section II. C. in Policy)</i></p>	<p>Choose an item.</p> <p><a href="#">Click here to enter dates when honoree was a North Carolina resident.</a></p>
<p><b>5. Has the honoree made notable local, state, and/or national contributions and/or had significant accomplishments?</b>  <i>(See Section II. D. in Policy) Later, you will be required to list these.</i></p>	<p>Choose an item.</p>



# Road, Bridge, Ferry Naming Application

Information about the Honoree (Person for whom the Road, Bridge or Ferry Request is being made)	
<p><b>6. Does the honoree already have a state-owned road, bridge, or ferry named for him or her?</b>  <i>To qualify for a road, bridge, or ferry naming, an honoree must not already have a state-owned road, bridge, or ferry named for him or her. (See Section II. E. in Policy)</i></p>	<p>Choose an item.</p>
<p><b>7. Is the honoree a law enforcement officer killed in the line of duty?</b>  <i>Municipal officials, employees, and law enforcement officers (including those killed in the line of duty) should be recognized with a municipally owned bridge in lieu of a state owned bridge except in extraordinary circumstances. (See Section II. F. in Policy)</i></p> <p><b>If you are requesting a state owned bridge be named for a local law enforcement officer, please describe what you believe to be the extraordinary circumstances that justify the exception.</b></p>	<p>Choose an item.</p> <p>Click here to enter text.</p>
<p><b>8. Is the honorary designation being requested on the basis of the individual's military service?</b></p> <p><b>If yes, which valor medal has the honoree received?</b>  <i>Verification of the award will be required at the time the resolution is submitted. Only recipients of Medals of Honor are eligible for a road or bridge naming based military service (See Section II. I. of Policy). (Other military personnel are honored by the 1300+ mile Blue Star Memorial Highway Network across North Carolina, See Section V. of Policy.)</i></p>	<p>Choose an item.</p> <p>Choose an item.</p>
<p><b>Description:</b> Please describe the background information of the honoree, and list his/her credentials that justify the road, bridge, or ferry naming. These must include notable local, state, and/or national contributions and/or significant accomplishments. (See Sections II. D. and IV. A. in Policy)</p> <p>Click here to enter text.</p>	



# Road, Bridge, Ferry Naming Application

Information about the Honoree (Person for whom the Road, Bridge or Ferry Request is being made)	
Support for Proposed Road/Bridge/Ferry Naming	
<p><b>1. Does the proposed naming have strong local support?</b>  <i>Requested naming must have strong local support. Unanimous resolutions from the local governments with jurisdiction, passed in a public forum, will be required. (See Sections II. G. and Section IV. B. in Policy) At a later stage of the review process, you will need to provide at least three letters of recommendation from civic, service, or business organizations that demonstrate this support. (See Section IV. D. in Policy)</i></p>	Choose an item.
<p><b>2. Does the family of the honoree support the proposed naming?</b>  <i>The family must support the proposed naming. (See Section II. H. &amp; Section IV. E. in Policy)</i></p>	Choose an item.
<p><b>3. Has a source of the \$2000 administrative fee for the sign been identified?</b>  <i>The requesting party or local government is responsible for \$2000 towards the cost of the signs. The local government or designee must participate by paying an administrative fee of \$2000. (See Section IV. G. in Policy)</i></p>	Choose an item.

**When complete, this form should be emailed to the Road, Bridge or Ferry Naming Committee Service account at [roadnaming@ncdot.gov](mailto:roadnaming@ncdot.gov). After reviewing your form, NCDOT staff will contact you to discuss next steps.**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** June 5, 2017

**AGENDA ITEM:** D-5

**DEPARTMENT:** Human Resources/Risk Management

**SUBJECT:** Review Employee Shared Leave Policy and consider proposed revisions

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** ---

**ITEM HISTORY:** ---



# Bertie County

## Board of Commissioners

### SHARED LEAVE

#### Leave Sharing Eligibility Requirements

Use of shared leave must be for sickness of the employee, employee's spouse, employee's or spouse's child or children or employee's parent(s). To qualify for consideration of receipt of shared leave, the employee must (a) have been employed at least one (1) year in a regular position with the County; (b) must be in a leave earning position; (c) must have exhausted all individually accrued sick, annual leave, and compensatory time, **without evidence of abuse.** (d) **have a balance of at least eighty (80) hours of sick leave prior to need of shared leave.**

Commented [CF1]: Added W/O evidence of abuse

Commented [CF2]: Completely Delete Line (d)

#### Guidelines for Donating Shared Leave

- a) Participation is totally voluntary.
- b) All donations will be kept in the strictest of confidence.
- c) Employees may donate sick or annual leave.
- d) **Due to Fair Labor Standards Act restrictions, an employee may not donate compensatory time to another employee.**
- e) **Employees wishing to donate leave time may donate up to thirty-two (32) hours of leave for a given employee per incident. The minimum amount of leave to be donated is eight (8) hours.**
- f) Employees donating leave time must have a minimum balance of forty (40) hours of annual leave and forty (40) hours of sick leave after their donated time is subtracted.
- g) Employees wishing to donate time must complete a *Shared Leave Authorization Form* designating the number of hours being donated and to whom it is being donated. The employees must sign the form authorizing the transfer and giving up their claim to these hours.
- h) **Does not apply to employees on workers' compensation.**

Commented [CF3]: Added FLSA—Compensatory Time

Commented [CF4]: Employees wishing to donate leave time may elect the amount they desire. (remove 32 hours—keep the minimum amount of 8 hours)

Commented [CF5]: Added Line g) Does not apply to ee's on wc

**VACATION LEAVE – MAXIMUM ACCUMULATION**

Vacation leave may be accumulated without any applicable maximum until the pay period containing December 31 of each calendar year. However, if the employee separates from service, payment for accumulated vacation leave shall not exceed 30 days. During the pay period containing January 25, any employee with more than 30 days shall have the excess accumulation converted to sick leave, provided that three consecutive days of annual leave have been taken in the calendar year, so that only an accumulation of no more than 30 days of vacation leave is carried forward to January 1 of the next calendar year. Based on the workload and nature of the job description, the County Manager is exempt from the maximum accumulation of vacation and comp time as limited by the Personnel Policy.

<b>Thirty (30) Days Converted to Hours per Employee Job Class</b>	Regular	Telecommunications	Law Enforcement/EMS/NET
	225 hours	240 hours	270 hours

Employees are cautioned not to retain excess accumulation of vacation leave until late in the calendar year. Due to the necessity to keep all County functions in operation, large numbers of employees cannot be granted vacation leave at any one time.

If an employee has excess vacation leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation rule. Employees may sell up to 40 hours of vacation or comp time while Department Heads may sell up to 80 vacation hours between November 15 and December 15 each year. Upon selling time if an employee still has more than the maximum allowed annual leave hours they will be required to follow the policy and take three consecutive days of annual leave in the calendar year in order to have all excess hours converted to sick leave.

This policy adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
John Trent, Chairman