

# Bertie County Board of Commissioners



**July 17, 2023  
6:00 PM**

Chair	Ronald “Ron” Wesson	District I
Vice Chair	Michael White	District II
	Corey Ballance, Sr.	District III
	John Trent	District IV
	Ron Roberson	District V



Bertie County is now utilizing Zoom during the COVID-19 pandemic.

**Zoom is available to the public to participate during this meeting.**

To call in to our meeting on the phone, use the following information:

Phone #: 1-301-715-8592

Meeting ID: 723 391 6141

To listen to our meeting online, click or copy and paste this link into your browser:

<https://us02web.zoom.us/j/7233916141>

Questions? Call the County Manager's Office at 794-5300.

**BERTIE COUNTY BOARD OF COMMISSIONERS**

**July 17, 2023**

**Meeting Agenda**

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

- 6:00 PM** Welcome, Call to Order & Roll Call by Board Chair Ronald Wesson, Commissioners Room, Windsor
- Invocation and Pledge of Allegiance by Commissioner Ronald Roberson
- Public Comments *(3-minute limit per speaker)*

**(A)**

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

1. Fybe Presentation by Chief Financial Officer Cathy Davison
2. TGOW Update by Project Consultant Robin Payne
3. 2023 Municipal Election Plans by Board of Elections Director LaToya Peele
4. Financial Summary by Interim Finance Director David Scarborough

**Board Appointments (B)**

None

**Consent Agenda (C)**

1. Approve Register of Deeds Fees Report – June 2023
2. Approve Tax Release Journal – May 2023
3. Approve Valuable Utility Reserve Grant & Resolution for Lewiston-Woodville Community Water System Replacement
4. Budget Amendments
5. Approve MOU for CPTA FY 2025 Grant Application

6. Approve FY 23-24 ARPA Plan

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

1. Surplus Sale Update
2. Upcoming Meetings
  - a. **July 21-24, 2023**  
NACo Conference  
Austin, TX
  - b. **August 24-26, 2023**  
2023 NCACC Conference  
Wake County, NC
3. 2023 NCACC – Voting Delegate

**Commissioners’ Reports (E)**

**County Manager’s Reports (F)**

**Attorney’s Reports (G)**

**Public Comments**  
*(3 minutes per speaker)*

**Closed Session**  
Pursuant to NCGS 143-318.11(a)(3)(5)(6)

**Adjourn**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** July 17, 2023

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

**DEPARTMENT:** Governing Body

**TOPICS:**

- (1) Fybe Presentation by Chief Financial Officer Cathy Davison
- (2) TGOW Update by Project Consultant Robin Payne
- (3) 2023 Municipal Election Plans by Board of Elections Director LaToya Peele
- (4) Financial Summary by Interim Finance Director David Scarborough

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

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

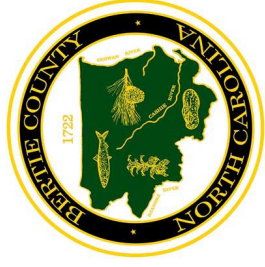
**ITEM HISTORY:** ---



A-1

# Bringing Fiber to Bertie County

July 2023



**fybe**<sup>SM</sup>

# ***New brand, same reliable service.***

*Roanoke Connect is now Fybe*

***fybe***<sup>SM</sup>

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June 2023

## ABOUT

# Fybe

## **Subsidiary of Roanoke Cooperative**

- *Serving over 21,000 homes and businesses across seven (7) counties*
  - *Gates, Northampton, Halifax, Chowan, Hertford, Bertie, & Robeson*
- *Plans to extend service territory to Martin, Pasquotank (Elizabeth City), and beyond!*
- *Strong partnership with MCNC, an operator of over 4,500 miles of fiber optic infrastructure in all 100 counties*
  - *K-12 public schools, healthcare & educational institutions, state/local governments, libraries, etc.*
- ***Fybe's goal is to deliver reliable, fiber service to over 100,000 homes and businesses statewide***



## *Our Mission Statement*

***“Enabling every person and organization in rural North Carolina to achieve their full potential and thrive in this digital age with the highest quality, most reliable high-speed fiber-optic services.”***

# Shared Vision & Commitment

- *The need for fiber infrastructure to support the communication needs of our region's residents, businesses, and anchor institutions is undisputed.*
- *Legacy networks provided by the incumbent cable/telephone providers lack the necessary bandwidth and reliability to meet current connectivity requirements supporting modern communication needs. This leads to:*
  - *Stifled growth in economic development*
  - *Limited access to remote/telehealth services & remote educational opportunities*
- ***Fybe will deploy a purpose-built fiber optic network that vastly exceeds the reliability, coverage and capacity of legacy networks – allowing counties and municipalities to excel in a hyper connected world.***
- *Our fiber investments also support advances in power monitoring; enabling rural energy entities the ability to reduce costs and provide valuable information/tools to remain proactive to electricity grid conditions and more choices over how they consume and conserve electrical power.*

## ***Shared Vision & Commitment, cont'd.***

- 20ft. mid-span clearance requirement which is safer for farmers/equipment, and more conducive per NESC standards
- Make efforts to move infrastructure under ground when needed and absorb associated costs.

# GREAT Grant allocation for Bertie

- July 6<sup>th</sup> - Growing Rural Economies with Access to Technology (GREAT) Grant award received for Bertie County
- Fybe selected for funding in the amount of \$2.4 million in ARPA State Fiscal Recovery Funds.
- Will deploy broadband service to approximately **1,397** homes and businesses in addition to current subscribership
- Required match of \$430,913.85 – of which \$150,000 is the County match.

***“Like electricity a century ago, broadband is a foundation for economic growth, job creation, global competitiveness and a better way of life.”***

***- FCC National Broadband Plan***



# ***Fybe's Care & Commitment***

*Established locally, fostering vibrant communities*

# More than just fiber

- Committed to partnering in the communities we serve through We Care community service days – Bertie project already completed for 2023!
- Proud Affordable Connectivity Program (ACP) participant – income should not be a barrier to reliable, high-speed fiber service, plans as low as \$30/month.
- Ability to partner with counties/municipalities to address critical infrastructure needs across the region
  - Sheriff/Police, Fire & Ambulance service, schools, libraries, county & administration facilities, etc.





# Residential Pricing

**1 Gig  
\$80**

Get the best  
for only \$20  
more!

- Ideal for 20 to 30 devices.
- Best for gaming, streaming, movies, and music.
- Straight forward pricing with no hidden fees.
- No data caps or throttled speeds.
- Symmetrical upload and download speeds.

**100 Mbps  
\$60**

- Ideal for 3 to 5 devices.
- Best for streaming, movies, and music.
- Straight forward pricing with no hidden fees.
- No data caps or throttled speeds.
- Symmetrical upload and download speeds.

**Home  
Phone \$25**

- Unlimited Local and Long Distance.
- Over 18 features including VoiceMail, Call Waiting, Call Forwarding.
- Keep your existing phone number.
- Safe and secure with E-911 service.

Not available in all areas. Equipment, taxes, and other fees additional. Subject to eligibility guidelines and other restrictions apply.  
Call 1-800-433-2236 option 4 for full details. © 2023 Roanoke Connect Holdings, LLC dba Fybe.



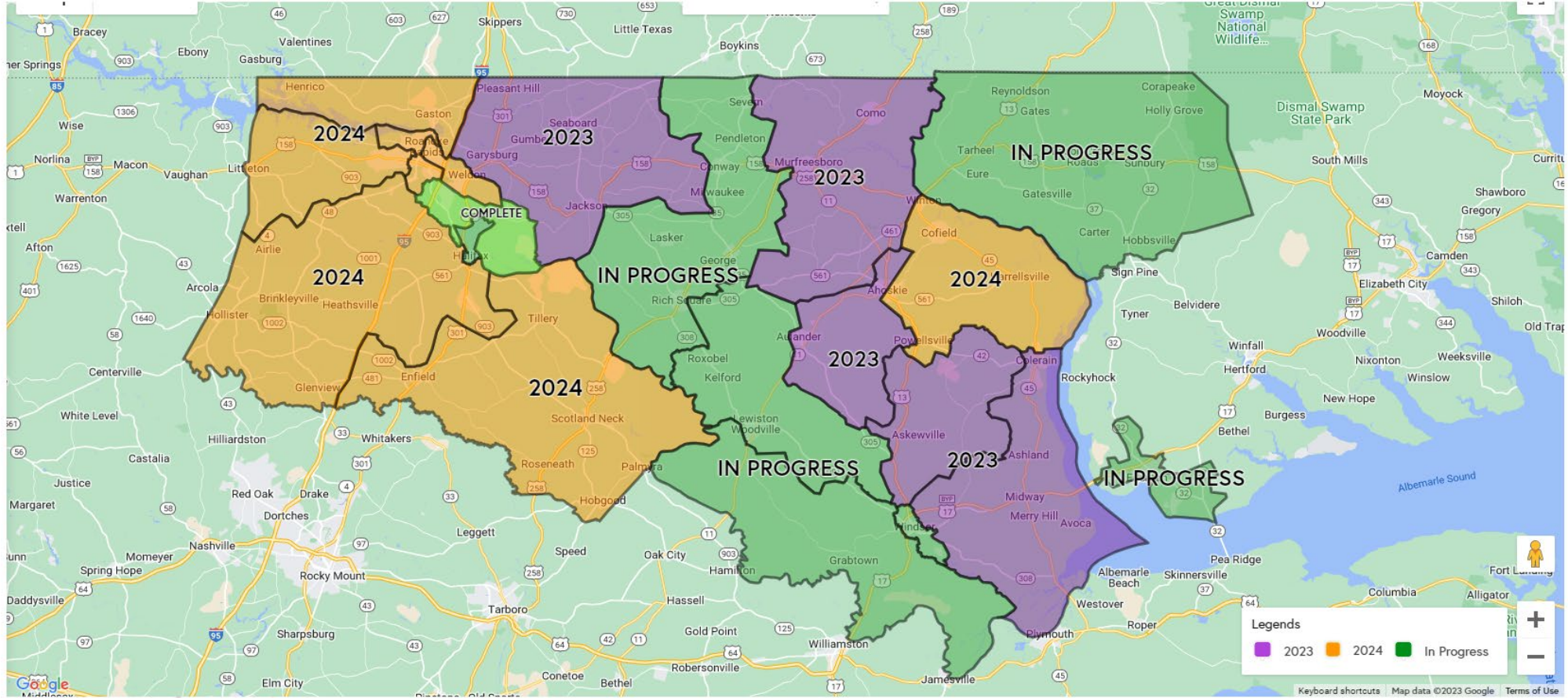
# *Bertie County*

# Summary

- *Construction in Bertie began in January 2023*
- *3,923 homes & businesses passed*
- *165 miles of fiber*



# Map



***“Broadband, as the most influential conduit for bridging socioeconomic gaps, holds the key to empowering communities.”***



# How to reach us



**Cathy Davison**

*Chief Financial Officer*

252-209-2260

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**Bo Coughlin**

*Chief Operating Officer*

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**Sarah Tinkham**

*Community & Gov't Relations*

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[stinkham@roanokeconnect.com](mailto:stinkham@roanokeconnect.com)



**Angela Gordon**

*Director, Marketing & Sales*

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[agordon@roanokeconnect.com](mailto:agordon@roanokeconnect.com)

# ***Thank you! Questions?***

*Be sure to follow us on social media – Facebook & LinkedIn.*



A-3



# BERTIE COUNTY BOARD OF ELECTIONS

210 W. Watson Street  
Post Office Box 312  
Windsor, North Carolina 27983  
[www.co.bertie.nc.us/elections](http://www.co.bertie.nc.us/elections)

Wm. Michael Freeman, Chairman  
Timothy Davis, Secretary  
James Lee, Member  
Anthony Ward, Member  
Michael Alex Fields, Sr., Member

Phone: (252) 794-5306  
Fax: (252) 794-5368  
Email: [elections@bertie.nc.gov](mailto:elections@bertie.nc.gov)  
LaToya R. Peele  
Director of Elections

Date: May 15, 2023  
From: LaToya R. Peele  
Director of Elections

**Subject: 2023 Municipal Elections Filing Period: Press Release**

The Bertie County Board of Elections will conduct the 2023 Nonpartisan Municipal Election for the Towns of Askweville, Aulander, Colerain, Kelford, Lewiston Woodville, Powellsville, Roxobel and Windsor. The 2023 Municipal Election date is Tuesday, November 7, 2023. Polls are open from 6:30 am-7:30 pm. The Voter Registration Deadline is Friday, October 13<sup>th</sup> at 5:00 pm.

Candidates seeking election to Nonpartisan Municipal offices may file a Notice of Candidacy at the office of the Bertie County Board of Elections, 210 W. Watson Street, Windsor, North Carolina.

**Filing begins on Friday, July 7<sup>th</sup> at 12:00 pm and ends on Friday, July 21<sup>st</sup> at 12:00 pm. Filing fees are acceptable only by check or money order.**

**Any qualified voter, who is at least 21 years of age, may be elected to a public office. However, for a municipal office, the candidate must also be a registered voter in the municipality or the municipal district.**

**Please note that the Towns of Powellsville and Windsor vote according to the Nonpartisan Primary and Election Method. If the number of candidates for the contest is greater than twice the number of seats to be elected, there will be a Primary Election. The Primary will trim the number of candidates down to twice the number of seats. For example, if there are 7 candidates running for 2 seats, the top 4 vote-getters in the Primary would advance to the General Municipal Election. If needed, the Primary Election would occur in October before the General Election in November.**

If you have any questions concerning filing, please call the Elections office at (252) 794-5306.



**2023 NONPARTISAN MUNICIPAL ELECTION FILING**

Friday, July 7<sup>th</sup> at 12:00 Noon  
Friday, July 21<sup>st</sup> at 12:00 Noon

Candidate Filing begins  
Candidate Filing closes

**FILING FEES ARE \$5.00**

**FILING FEES ARE ACCEPTABLE ONLY BY PERSONAL CHECK OR MONEY ORDER**

**BUSINESS OR CORPORATE CHECKS ARE NOT ACCEPTED**

<b>OFFICE</b>	<b>TERM</b>	<b>SEATS</b>
<u>Town of Askewville</u>		
Mayor	2 yrs	1
Commissioners	2yrs	3
<u>Town of Aulander</u>		
Mayor	4 yrs	1
Commissioners	4yrs	2
<b>Commissioners</b> (Unexpired Term ending in 2025)	<b>2 years</b>	<b>3</b>
<u>Town of Colerain</u>		
Mayor	4 yrs	1
Commissioners	4yrs	2
<b>Commissioners</b> (Unexpired Term ending in 2025)	<b>2 years</b>	<b>1</b>
<u>Town of Kelford</u>		
Mayor	2 yrs	1
Commissioners	<del>2 yrs</del> <b>25</b>	5

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<b>OFFICE</b>	<b>TERM</b>	<b>SEATS</b>
<b><u>Town of Lewiston Woodville</u></b>		
Town Council (Lew Dist.)	4 years	1
Town Council (WD-Dist)	4yrs	1
Town Council (At Large)	4yrs	1
<b>Town Council (Lew Dist.)</b> <b>(Unexpired Term ending in 2025)</b>	<b>2yrs</b>	<b>1</b>
<b><u>Town of Powellsville</u></b>		
Mayor	2 yrs	1
Commissioners	2yrs	3
<b><u>Town of Roxobel</u></b>		
Mayor	2 yrs	1
Commissioners	2yrs	4
<b><u>Town of Windsor</u></b>		
Commissioners	4yrs	3

NORTH CAROLINA

# Voter **Photo ID** Requirement

Beginning with the 2023 municipal elections, North Carolina voters will be asked to show photo ID when they check in to vote. Voters who vote by mail will be asked to include a photocopy of an acceptable ID when returning their ballot by mail.

For detailed information about the photo ID requirement, go to [ncsbe.gov/voter-ID](https://ncsbe.gov/voter-ID).



## WHAT PHOTO ID CAN I USE?

Any of the following that is, **unexpired or expired for one year or less:**

- North Carolina Driver's License
- U.S. Passport/U.S. Passport Card
- State ID ("non-operator ID"), from the NCDMV
- NC Voter Photo ID card, issued by a county board of elections (*available soon*)
- College/university student ID approved by NCSBE
- Charter school employee ID approved by NCSBE
- State/local government employee ID approved by NCSBE
- Driver's license/non-driver ID from another state, D.C. or U.S. territory (*only if voter registered in NC within 90 days of election*)

Any of the following, **regardless of whether the ID contains an expiration or issuance date:**

- Military or veteran ID card issued by the U.S. government
- Tribal enrollment card issued by a State or federally recognized tribe
- ID card issued by a U.S. government agency or the State of NC for a public assistance program

**Note:** Voters ages 65+ may use an expired ID if it was unexpired on their 65<sup>th</sup> birthday.

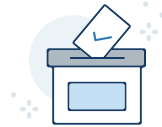
To see the complete list of acceptable photo ID's and details on how to request State Board approval for student and employee ID's, visit [ncsbe.gov/voter-ID](https://ncsbe.gov/voter-ID).

## WHAT IF I DON'T HAVE A PHOTO ID?

All voters **will be allowed to vote with or without a photo ID**. If any voter is unable to show a photo ID when voting, they may:

### FREE PHOTO ID CARDS

Any North Carolina resident can get a free non-driver's ID from the NCDMV. All county boards of elections will soon be able to issue free voter photo IDs to registered voters in their county. County board contact information can be found at [vt.ncsbe.gov/BOEinfo](https://vt.ncsbe.gov/BOEinfo).



Vote with a **Provisional Ballot**, and...



Complete an  
**ID Exception Form**



**Return to the elections office with ID**  
by the day before county canvass.

On the form, the voter will **choose from the following permitted exceptions**:

- Voter has a "reasonable impediment" preventing them from showing ID.
- Voter has a religious objection to being photographed.
- Voter was a victim of a natural disaster within 100 days before Election Day.

Information regarding North Carolina's voter ID requirement is updated frequently; for the latest guidance on this law, acceptable types of photo ID, voting procedures, exceptions and more, visit [ncsbe.gov/voter-ID](https://ncsbe.gov/voter-ID).

*This resource was last updated: July 1<sup>st</sup>, 2023.*



A-4

**COUNTY OF BERTIE  
FINANCIAL SUMMARY  
FISCAL YEAR 22/23**

GOVERNMENTAL FUNDS	REVISED			Goal 100.0%	Prior Year		
	BUDGET	JUNE	YTD	% YTD	% TO DATE		
<b>REVENUES</b>							
PROPERTY TAXES -		<b>JUNE PMTS</b>	\$ (12,887,200)	\$ (817)	\$ (12,372,747)	96.0%	100.5%
SALES AND OTHER TAXES		<b>2 MO SALES TAX</b>	\$ (3,574,060)	\$ (400,530)	\$ (3,163,050)	88.5%	112.2%
UNRESTRICTED INTERGOVERNMENT	\$ (102,000)		\$ (84)	\$ (341,924)		335.2%	470.6%
RESTRICTED INTERGOVERNMENT	\$ (1,133,809)		\$ (174,594)	\$ (959,391)		84.6%	77.2%
PERMITS & FEES		<b>JUNE LANDFILL</b>	\$ (4,241,264)	\$ (397,856)	\$ (4,214,772)	99.4%	86.9%
SALES & SERVICES	\$ (61,422)		\$ (3,365)	\$ (53,224)		86.7%	100.6%
MISCELLANEOUS	\$ (212,483)		\$ (404,892)	\$ (643,892)		303.0%	124.2%
INTEREST EARNED ON INVESTMENTS	\$ (10,000)		\$ (26,930)	\$ (227,969)		2279.7%	7.4%
TRANSFER	\$ (2,710,392)		\$ -	\$ -		0.0%	43.7%
FUND BALANCE APPROPRIATED	\$ (29,219)		\$ -	\$ -		0.0%	0.0%
TRANSFERS TO DEBT SERVICE	\$ (2,149,958)		\$ -	\$ (1,664,405)		77.4%	100.0%
TRANSFERS GEN TO DSS	\$ (1,554,289)		\$ -	\$ -		0.0%	0.0%
DSS	\$ (3,645,591)		\$ (186,232)	\$ (2,898,142)		79.5%	88.4%
DSS PERMITS & FEES	\$ (150)		\$ -	\$ -		-	-
DSS MISCELLANEOUS	\$ (39,460)		\$ -	\$ (3,256)		8.3%	35.1%
<b>TOTAL REVENUES</b>	<b>\$ (32,351,297)</b>		<b>\$ (1,595,300)</b>	<b>\$ (26,542,771)</b>		<b>82.0%</b>	<b>92.8%</b>
<b>EXPENDITURES</b>							
GOVERNING BODY	\$ 229,458		\$ 16,266	\$ 199,961		87.1%	82.7%
ADMINISTRATION	\$ 375,293		\$ 30,567	\$ 369,954		98.6%	70.3%
HUMAN RESOURCES	\$ 87,731		\$ 6,053	\$ 84,137		95.9%	97.2%
FINANCE	\$ 329,616		\$ 22,048	\$ 304,878		92.5%	99.6%
TAX LISTING & COLLECTIONS	\$ 642,655		\$ 59,511	\$ 614,841		95.7%	96.1%
LEGAL	\$ 128,300		\$ 8,697	\$ 128,199		99.9%	69.1%
COURT FACILITIES	\$ 86,700		\$ 70	\$ 85,110		98.2%	93.4%
ELECTIONS	\$ 235,688		\$ 11,791	\$ 287,174		121.8%	94.0%
REGISTER OF DEEDS	\$ 340,736		\$ 23,051	\$ 287,174		84.3%	89.6%
PUBLIC BUILDINGS	\$ 930,166		\$ 57,914	\$ 830,659		89.3%	90.6%
INFORMATION TECHNOLOGY CENTER	\$ 316,624		\$ 19,039	\$ 290,259		91.7%	99.0%
SHERIFF	\$ 3,035,314		\$ 203,183	\$ 2,764,745		91.1%	82.8%
911 COMMUNICATIONS	\$ 607,705		\$ 44,170	\$ 510,848		84.1%	76.5%
EMERGENCY MANAGEMENT	\$ 597,539		\$ 112,688	\$ 544,772		91.2%	95.1%
EMERGENCY SERVICES	\$ 3,372,732		\$ 226,103	\$ 3,360,473		99.6%	87.7%
NON-EMERGENCY TRANSPORT SERVICE	\$ 838,698		\$ 60,973	\$ 814,697		97.1%	81.8%
PLANNING/INSPECTIONS	\$ 360,912		\$ 28,147	\$ 346,223		95.9%	86.7%
MEDICAL EXAMINER	\$ 34,000		\$ 2,950	\$ 32,300		95.0%	100.0%
ANIMAL CONTROL	\$ 213,026		\$ 15,967	\$ 198,162		93.0%	82.7%
SOLID WASTE	\$ 529,175		\$ 49,691	\$ 523,156		98.9%	99.4%
ECONOMIC DEVELOPMENT	\$ 113,877		\$ 4,030	\$ 112,302		98.6%	89.7%
COOPERATIVE EXTENSION	\$ 290,360		\$ 17,584	\$ 229,669		79.1%	77.1%
SOIL CONSERVATION	\$ 268,498		\$ 7,767	\$ 205,824		76.7%	44.2%
HEALTH DEPARTMENT	\$ 112,418		\$ 9,051	\$ 112,418		100.0%	99.6%
VETERAN SERVICES	\$ 59,898		\$ 5,057	\$ 59,252		98.9%	97.9%
AID TO AGING/NUTRITION	\$ 624,723		\$ 37,724	\$ 591,556		94.7%	79.7%
PARKS & RECREATION	\$ 278,351		\$ 23,146	\$ 247,566		88.9%	69.0%
SPECIAL APPROPRIATIONS	\$ 6,137,409		\$ 477,367	\$ 6,069,011		98.9%	98.2%
TRANSFERS TO OTHER FUNDS	\$ 3,784,247		\$ -	\$ -		0.0%	92.5%
CONTINGENCY	\$ -		\$ -	\$ -		-	-
SOCIAL SERVICES-ADMINISTRATION	\$ 3,440,708		\$ 255,255	\$ 2,881,470		83.7%	83.0%
SOCIAL SERVICES PROGRAMS	\$ 1,798,582		\$ 145,887	\$ 1,345,194		74.8%	86.1%
TOTAL DEBT SERVICE	\$ 2,149,958		\$ -	\$ 2,149,956		100.0%	100.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 32,351,097</b>		<b>\$ 1,981,745</b>	<b>\$ 26,581,941</b>		<b>82.2%</b>	<b>90.2%</b>
<b>CASH</b>							
			<b>\$ 45,016.00</b>	<b>\$ 44,651.00</b>	<b>Prior Year</b>		
CENTRAL DEPOSIT ACCOUNT - SOUTHERN			<b>\$ 2,539,990.28</b>	<b>\$ 2,490,511.00</b>			
CD'S - SOUTHERN			<b>\$ 1,500,000.00</b>	<b>\$ 1,500,000.00</b>			
NC CAPITAL MANAGEMENT TRUST			<b>\$ 7,251,887.68</b>	<b>\$ 4,337,335.76</b>			
			<b>\$ 11,291,877.96</b>	<b>\$ 8,327,846.76</b>			

**COUNTY OF BERTIE  
FINANCIAL SUMMARY  
FISCAL YEAR 22/23**

		REVISED BUDGET	JUNE	YTD	Goal 100.0% % YTD	Prior Year % TO DATE
<b>UTILITY FUNDS</b>						
<b>DISTRICT - REGIONAL</b>						
TOTAL PERMITS & FEES		\$ (137,200)	\$ 77	\$ (114,418)	83.4%	75.2%
TOTAL SALES & SERVICES		\$ (2,540,628)	\$ (144,617)	\$ (2,719,483)	107.0%	96.6%
TOTAL MISCELLANEOUS		\$ (1,500)	\$ (25)	\$ (12,949)	863.2%	133.1%
TOTAL OTHER		\$ (6,000)	\$ -	\$ -	0.0%	10.3%
FUND BALANCE APPR.		\$ -	\$ -	\$ -	0.0%	0.0%
<b>TOTAL REVENUES</b>		<b>\$ (2,685,328)</b>	<b>\$ (144,565)</b>	<b>\$ (2,846,850)</b>	<b>106.0%</b>	<b>95.1%</b>
WATER DISTRICT REG.	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,685,328</b>	<b>\$ 212,261</b>	<b>\$ 2,324,453</b>	<b>86.6%</b>	<b>91.4%</b>
<b>BERTIE PHONE</b>						
TOTAL MISCELLANEOUS		\$ (62,000)	\$ (5,473)	\$ (65,616)	105.8%	108.4%
FUND BALANCE APPROPRIATED		\$ -	\$ -	\$ -	-	-
<b>TOTAL REVENUES</b>		<b>\$ (62,000)</b>	<b>\$ (5,473)</b>	<b>\$ (65,616)</b>	<b>105.8%</b>	<b>108.4%</b>
BERTIE PHONE SYSTEM	<b>EXPENDITURES</b>	<b>\$ 62,000</b>	<b>\$ 2,630</b>	<b>\$ 37,815</b>	<b>61.0%</b>	<b>82.8%</b>
<b>REIMBURSABLE PROJECTS</b>						
32 - TGOW		\$ 354,111	Submitted for reimbursement on 3/20/23	<i>ETA by 2nd week of July</i>		
46 - WD IV W/L WATER SYSTEM REPLACEMENT		\$ 128,250	Submitted for reimbursement on 1/20/23	<i>State funding reimbursement process behind schedule. No ETA</i>		
		<b>\$ 482,361</b>				



# **Bertie County**

## **Board of Commissioners**

### **ITEM**

**ABSTRACT MEETING DATE:** July 17, 2023

**SECTION:** Consent (C-1 to C-6)

**DEPARTMENT:** Governing Body

**TOPICS:**

1. Approve Register of Deeds Fees Report - June 2023
2. Approve Tax Release Journal - May 2023
3. Approve Valuable Utility Reserve Grant & Resolution for Lewiston - Woodville Community Water System Replacement
4. Budget Amendments
5. Approve MOU for CPTA FY 2025 Grant Application
6. Approve FY 23-24 ARPA Plan

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

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

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

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---





C-1

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 JUNE 2023 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-----	\$5,031.40
10-0030-4344-03	VITAL STATISTICS-----	\$831.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$225.40
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>1 @60.00</u>	\$60.00
		<u>\$6,147.80</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$4,889.00
10-0030-4344-10	STATE TREASURER FEE ----- <u>168 @\$6.20</u>	\$1,041.60
	STATE VITAL RECORDS----- <u>7 @14.00</u>	\$98.00
		<u>\$6,028.60</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	
		<u>\$12,176.40</u>

*Annie F. Wilson*  
REGISTER OF DEEDS - BERTIE COUNTY  
*By: Bettina Mitchell, Dep.*

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



C-2



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

June 23, 2023

David Scarborough  
Interim Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Scarborough:

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

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

Respectfully Submitted,

Tax Administrator

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

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## Release Detail

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER/ AMOUNT
20264	JOSEPH F BAKER FARMS INC	103 BAKER RD		RICH SQUARE	NC	27869		jrhea
05-25-2023		create new discovery from appeal for LATE LISTING PENALTY	G01 LATE LISTING	2022	PP	D-2200137		2924.71
05-25-2023		create new discovery from appeal for INTEREST		2022	PP	D-2200137		76.12
05-25-2023		create new discovery from appeal for BERTIE COUNTY LEVY	G01	2022	PP	D-2200137		7224.32
16269	AMBROSE SIGNS INC	PO BOX 56		CAMDEN	NC	27921		jrhea
05-15-2023		billed in error for BERTIE COUNTY LEVY	G01	2022	PP	D-2200140		262.42
05-15-2023		billed in error for LATE LISTING PENALTY	G01 LATE LISTING	2022	PP	D-2200140		75.33
16269	AMBROSE SIGNS INC	PO BOX 56		CAMDEN	NC	27921		jrhea
05-15-2023		billed in error for BERTIE COUNTY LEVY	G01	2022	PP	D-2200141		148.38
05-15-2023		billed in error for LATE LISTING PENALTY	G01 LATE LISTING	2022	PP	D-2200141		43.21
16269	AMBROSE SIGNS INC	PO BOX 56		CAMDEN	NC	27921		jrhea
05-15-2023		billed in error for BERTIE COUNTY LEVY	G01	2022	PP	D-2200142		23.48
05-15-2023		billed in error for LATE LISTING PENALTY	G01 LATE LISTING	2022	PP	D-2200142		3.92
TOTAL								10,781.89

Release Teller

TELLER	COUNTY	FIRE	ALL COST	TOWN	INTEREST	TOTAL
Irhea	\$ 7,658.60	\$ 0.00	\$ 3,047.17	\$ 0.00	\$ 76.12	\$ 10,781.89
	\$ 7,658.60	\$ 0.00	\$ 3,047.17	\$ 0.00	\$ 76.12	\$ 10,781.89

**Release Distribution**

DESCRIPTION	TOTAL	COUNTY	SOLID	FIRE
County Tax	\$ 7,658.80	\$ 7,658.80	\$ 0.00	\$ 0.00
Fire/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 3,047.17	\$ 3,047.17	\$ 0.00	\$ 0.00
Interest	\$ 76.12	\$ 76.12	\$ 0.00	\$ 0.00
<b>Total</b>	<b>\$ 10,781.89</b>	<b>\$ 10,781.89</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

DISTRICT / TOWN	ASKEWVILLE	AULANDER	COLERAIN	KELFORD	LEWISTON	POWELLSVILLE	ROXOBEL	WINDSOR
Fire/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>



C-3



ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

SHADI ESKAF  
Director



NORTH CAROLINA  
Environmental Quality

March 29, 2023

Mr. Juan E. Vaughan, County Manager  
Bertie County Water District IV  
PO Box 530  
Windsor, NC 27983

SUBJECT: Offer & Acceptance for ARP Funding  
Project No. VUR-D-ARP-0042  
Lewiston Woodville Community Water  
System Replacement

Dear Mr. Vaughan:

The Bertie County Water District IV has been approved for a Viable Utility Reserve (VUR) grant, funded from the American Rescue Plan (ARP) State Fiscal Recovery Fund in the amount of **\$4,665,611**. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds. Projects funded from the Viable Utility Reserve must meet applicable requirements listed in NC GS 159G. Accordingly, enclosed are two (2) copies of an offer-and-acceptance document, extending VUR/ARP grant funding in the amount of \$4,665,611. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 or via email at [pam.whitley@ncdenr.gov](mailto:pam.whitley@ncdenr.gov):

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;
2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
3. Federal Identification Number and Unique Entity ID # of the Recipient (Memo attached)
4. Sales Tax Certification (attached)



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

Once engineering design of the subject project has commenced, the enclosed “reimbursement request form” must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement. Reimbursement requests should be sent to DWI Accountants at the address noted or emailed to [dwi.businessoffice@ncdenr.gov](mailto:dwi.businessoffice@ncdenr.gov).

Disbursement is based on the progress made on the project. To obtain a payment, you must document the expenditures for which the payment is requested. Up to 15% of the ARP grant award can be requested for reimbursement after engineering design commences, and the remainder can be requested after construction commences. All costs incurred prior to March 3, 2021 are not eligible for ARP funds, and all ARP funds must be expended prior to December 31, 2026.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of Viable Utility Reserve ARP funds. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI’s Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,



Shadi Eskaf, Director  
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)  
Resolution by Applicant’s Governing Body to Accept an Offer of Funding  
Fed ID/Unique Entity ID No. Request Memo  
Sales-Tax Certification Form  
Reimbursement Request Form

CC: E. Leo Green, Jr., PE, Green Engineering, PLLC (Wilson, NC)  
Jennifer House (Via Email)  
Pam Whitley (Via Email)  
FILE: ARP Project File (COM\_LOX)





**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**  
RONALD WESSON, Chair  
MICHAEL WHITE, Vice Chair  
COREY BALLANCE, SR.  
RONALD ROBERSON  
JOHN TRENT

**RESOLUTION BY GOVERNING BODY OF RECIPIENT**

**WHEREAS,** Bertie County has qualified for the Viability Utility Reserve (VUR) designation associated with the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$4,665,611 to perform work detailed in the submitted application, and

**WHEREAS,** Bertie County intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF Bertie County:**

That Bertie County does hereby accept the American Rescue Plan Grant offer of \$4,665,611.

That Bertie County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Juan E. Vaughan, II, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the July 17, 2023 at Bertie County, North Carolina.

\_\_\_\_\_  
(Signature of Chief Executive Officer)  
Bertie County Chairman, Board of Commissioners

\_\_\_\_\_  
Date

**STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE**

**Funding Offer and Acceptance**

**Legal Name and Address of Award Recipient**

Bertie County Water District IV  
PO Box 530  
Windsor, North Carolina 27983

**Project Number:**

**VUR-D-ARP-0042**

**Assistance Listing Number:**

**21.027**

**Funding Program**

	<input checked="" type="checkbox"/>	<b>Additional Amount for Funding Increases</b>	<b>Previous Total</b>	<b>Total Offered</b>
<b>Drinking Water</b>	<input checked="" type="checkbox"/>			
<b>Wastewater</b>	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
Asset Inventory And Assessment (AIA-ARP)	<input type="checkbox"/>			
Viabie Utility Reserve (VUR-ARP) American Rescue Plan Act (ARPA) grant	<input checked="" type="checkbox"/>			\$4,665,611

**Project Description:**

Lewiston Woodville Community Water System Replacement

**Total Financial Assistance Offer:**

**\$4,665,611**

**Total Project Cost:**

**\$4,665,611**

**Estimated Closing Fee\*:**

**\$0.0**

*\*Estimated closing fee calculated based on grant and loan amount. No closing fee for ARPA funds.*

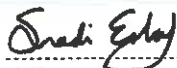
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure  
North Carolina Department of Environmental Quality**



Signature

3/28/2023

Date

On Behalf of:

Bertie County Water District IV

Name of Representative in Resolution:

Juan E. Vaughan, II

Title (Type or Print):

County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions, and give assurance that the statements made in the Application and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

Signature

Date

**ASSURANCES****Project Applicant: Bertie County Water District IV****Project Numbers: VUR-D-ARP-0042**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality may rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
9. The applicant acknowledges if loan funds are included in this Funding Offer, loan funds require approval from the North Carolina Local Government Commission before they can be disbursed. This does not apply to grant funds.



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# BUDGET AMENDMENT

		# 23-10		
	INCREASE			INCREASE
10-0025-455000	\$ 2,166		10-4180-541175	\$ 2,166
OSBM Grant to Register of Deeds				
	INCREASE			INCREASE
12-0052-453104	\$ 10,728		125380-539973	\$ 10,728
Adoption Promotion Funds received from State DSS				
APPROVED ___ / ___ /2023				

# BUDGET AMENDMENT

# 24-01

Account Name	Acct #	Amount	Account Name	Acct #	Amount
REIMB FEMA-HURRICANE MATTHEW	400050-485110	\$ 97,578.00	CONSTRUCTION	408150-539601	\$ (3,083.00)
			BUILDING & EQUIPMENT RENT	408150-540000	\$ (389.00)
			EQUIP-UNDER \$5000	408150-549990	\$ (627.00)
			CAPITAL OUTLAY-EQUIPMENT	408150-551000	\$ (2,433.00)
			TRANSFER TO E911	408150-598017	\$ 55,521.00
			TRANSFER TO GENERAL FUND	408150-598042	\$ 48,589.00
TRANSFER FROM FUND 40	100070-498140	\$ 48,589.00	CONTRIBUTION TO RESERVE	104335-549903	\$ 48,589.00
TRANSFER FROM FUND 40	170070-498140	\$ 55,521.00	CONTRIBUTION TO RESERVE	174327-549903	\$ 55,521.00
<b>Total</b>		<b>\$ 201,688.00</b>	<b>Total</b>		<b>\$ 201,688.00</b>

**Explanation: TO CLOSE FUND 40 TO GENERAL FUND/E911**  
 FUND 40 - EMS BUILDING/HURRICANE MATTHEW FUND THAT IS NO LONGER NECESSARY.  
 TRANSFERRING FUNDS TO E911 FUND TO REIMBURSE FUNDS IDENTIFIED BY THE 911 BOARD AS INELIGIBLE EXPENDITURES, AND TO MAKE THE 911 FUND BALANCED.

APPROVED <u>    </u> / <u>    </u> /2023					
--	--	--	--	--	--



## North Carolina Office of State Budget and Management

Contract # 2071RD2

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and County of Bertie (the "RECIPIENT") (referred to collectively as the "Parties").

### 1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2021, through June 30, 2023. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.



### 2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2021-180, as amended by S.L. 2021-189. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2021-180, as amended by S.L. 2021-189.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the second round of funding available under this agreement will not exceed \$2,166.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) 
- b. Electronic Payment Form & Supporting Document (if required) 

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2021-180, Section 24.2; and as amended by S.L. 2021-189.

The RECIPIENT shall ensure:

- a. RECIPIENT shall use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders.
- b. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.
- c. RECIPIENT must provide a one hundred percent (100%) match for all grant funds awarded.
- d. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- e. Submission of reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT.

- f. Compliance with 9 N.C.A.C. Subchapter 3M.0205.
- g. RECIPIENT is not permitted to subgrant funds to another organization.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

### **3. AGENCY'S DUTIES & PAYMENT PROVISIONS:**

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments, and performance measures.
  - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until June 30, 2023.

### **4. FUNDS MANAGEMENT:**

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage are not eligible under this Contract.
- d. If eligible, the RECIPIENT:
  - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

**5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:**

The RECIPIENT agrees to submit the required quarterly report on or before the 10<sup>th</sup> day following the end of each quarter. The first report is due on or before July 10, 2022, to the AGENCY. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

**6. AGREEMENT ADMINISTRATORS:**

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: <u>Name James David Scarborough</u>	Cole Jordan
Email: <u>david.scarborough@bertie.nc.gov</u>	NC Office of State Budget and Management 116 West Jones Street, 5 <sup>th</sup> Floor Raleigh, NC 27603
Direct Phone: <u>252-794-6109</u> Phone Number	Direct Phone: 984-236-0633
Fiscal year end MONTH: <u>MONTH</u> Fiscal Year End	Email: <u>NCGrants@osbm.nc.gov</u>

**7. MONITORING AND AUDITING:**

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

**8. TAXES:**

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

**9. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

**10. COMPLIANCE WITH LAW:**

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

**11. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

**12. AMENDMENTS:**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

**13. AGREEMENT CLOSE-OUT PROCESS:**

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement

files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**14. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

**RECIPIENT NAME**

DocuSigned by:  
*James David Scarborough* 4/28/2023  
A4CDB881B8F5451...  
Signature Date

David Scarborough Assistant County Manager  
Printed Name Title

**NC OFFICE OF STATE BUDGET AND MANAGEMENT**

DocuSigned by:  
*Kristin Walker* 4/28/2023  
1C8E34000B498...  
Signature Date

Kristin Walker State Budget Director  
Printed Name Title



C-5

**Memorandum of Understanding**  
**Choanoke Public Transportation Authority**  
**FY 25 5310 Grant Application**

**In accordance with the North Carolina Department of Transportation Section 5310 Grant Program serving the adult 65 years of age or older and/or the Disabled Population, CPTA is requesting \$10,000.00 from each (Bertie, Halifax, Hertford and Northampton Counties) for the 50% local match from the Rural Operating Assistance Program (ROAP) State Management Plan. Choanoke Public Transportation Authority (CPTA) is eligible for the request of these additional funds to assist with transportation for the said participants in establishing new participants and routes.**

\_\_\_\_\_  
Coordinator or Finance Director

Date \_\_\_\_\_

\_\_\_\_\_  
CPTA Transportation Director

Date \_\_\_\_\_



C-6





**BERTIE COUNTY**

<b>Proposed FY 2023-24 ARPA Plan</b>	<b>Revenues</b>	<b>Eligible Expenditures</b>
Remaining Funds	\$ 205,669	
Emergency Vehicle/Radios		\$ (160,000)
Tax Computer Upgrades		\$ (16,669)
Elections Computer Upgrades		\$ (7,500)
Sheriff's Office Equipment		\$ (21,500)
	\$ 205,669	\$ (205,669)
<b>Remaining unassigned</b>		\$ -

FY2021-2023 ARPA PLAN	TOTALS			
	REVENUES	ELIGIBLE EXPENDITURES	ENCUMBERED	EXPENDED
ARPA PAYMENTS	\$ 3,680,232			
Payroll Expenses		\$ 411,145	\$ -	\$ 838,608
Employee Premium Pay		\$ 332,530	\$ -	\$ 161,925
				\$ 1,000,533
GREAT Grant Match		\$ 500,000	\$ 500,000	\$ -
TGOW Phase I Overage		\$ 350,000	\$ 350,000	\$ -
TGOW Phase II Match (Half)		\$ 250,000	\$ 250,000	\$ -
Home Consortium Contribution		\$ 51,600	\$ -	\$ -
Water Infrastructure		\$ 23,000	\$ -	\$ 19,896
Tax Software		\$ 50,000	\$ -	\$ 39,999
IT Firewall		\$ 9,000	\$ -	\$ 8,293
Communications Tower Repair		\$ 25,000	\$ 25,000	\$ -
Ambulance & Remount		\$ 495,000	\$ 245,602	\$ 261,089
Defib Tech (CPR)		\$ 10,000	\$ -	\$ 10,000
Stretchers		\$ 82,400	\$ -	\$ 82,150
Viper Radios (Including Sheriff)		\$ 127,418	\$ -	\$ 138,574
Teacher Housing Grant		\$ 160,000	\$ -	\$ 160,000
Payroll Expenses		\$ 571,023	\$ -	\$ 292,021
Sheriff Equipment/Supplies		\$ 35,589	\$ 26,725	\$ -
Computer Upgrades (Tax)		\$ 6,000	\$ -	\$ 5,976
Water Equipment (Early College)		\$ 41,000	\$ 11,000	\$ -
NC Forest Vehicle		\$ 45,172	\$ 18,010	\$ 29,695
	\$ 3,680,232	\$ 3,575,877	\$ 1,426,337	\$ 2,048,226
			TOTAL ARPA FUNDS	\$ 3,680,232.00
			TOTAL ARPA FUNDS EXPENDED AND/OR ENCUMBERED	\$ 3,474,563.00
			REMAINING ARPA FUNDS	\$ 205,669.00
			AMBULANCE	\$ 160,000.00
			SHERIFF EQUIPMENT - VEHICLES	\$ 21,500.00
			TAX DEPARTMENT COMPUTERS (5)	\$ 7,500.00
			ELECTION COMPUTERS (18)	\$ 16,669.00
			REMAINING ARPA FUNDS	\$ -



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** July 17, 2023

**SECTION:** Discussion

**DEPARTMENT:** Governing Body (D-1 to D-3)

**TOPIC(S):**

1. Surplus Sale Update
2. Upcoming Meetings
  - a. **July 21-24, 2023**  
NACo Conference  
Austin, TX
  - b. **August 24-26, 2023**  
NCACC Conference  
Wake County, NC
3. 2023 NCACC -Voting Delegate

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:**

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

**ATTACHMENTS:** No

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---