

Bertie County

Board of Commissioners



October 26, 2015
2:00pm

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

BERTIE COUNTY BOARD OF COMMISSIONERS

October 26, 2015

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 – 4:00 Work Session (106 Dundee Street, Windsor) – Presentation of playground design proposals (3 firms)

4:00 – 5:00 County Manager updates and review of November 2nd agenda items

7:00-7:05 Call to Order and Welcome by Chairman Wesson (Perdue Farms, Lewiston-Woodville)

7:05-7:10 Invocation and Pledge of Allegiance by Commissioner Bazemore

7:10-7:25 Public Comments (*3 minute time limit per speaker*)

(A)

***** APPOINTMENTS *****

7:25-7:40 Agency program update by Joe Huff and Tom Stroud of Partnership for the Sounds

7:40-7:55 Agency program update by Executive Director, Heidi Bonislawski, of the Bertie County/Windsor YMCA

Board Appointments (B)

1. Lawrence Memorial Library Board
2. Jury Commission

Consent Agenda (C)

1. Approve Work Session minutes from 10-5-15
2. Approve Regular Session minutes from 10-5-15
3. Approve Closed Session minutes from 10-5-15
4. Accept Tax Department Release Journal – September 2015
5. Approve grant contract and budget amendment for handicap accessible playground
6. Consider for approval the letter of support and resolution for a Criminal Justice program at Martin Community College
7. Offer to purchase surplus property located at 249 White Oak Road – Bertie County Board of Education
8. Budget Amendments

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Review and consider municipal requests for litter, solid waste and other code enforcement concerns:
 - a. Kelford request dated 10-5-15
 - b. Draft interlocal agreement
 - c. Solid Waste ordinance
 - d. Junkyard and abandoned motor vehicle ordinance
2. Discuss next steps regarding State Health Plan participation, and consider passing resolution securing an application
3. Discuss date for public hearing regarding proposed Land Use Plan
4. Revisit presentation given by the Charters of Freedom on September 21, 2015 in Roxobel

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

3 minute time limit per speaker

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: October 26, 2015

AGENDA ITEM: --- 2:00pm

DEPARTMENT: Administration

SUBJECT: Work Session – presentation of playground design proposals

1. Cunningham Recreation
2. Bliss Products & Services, Inc.
3. Carolina Parks & Play

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):
FYI; this is purely informational.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

Proposal #1: Cunningham Recreation



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#105855

10/19/2015

Windsor Park

Bertie County Parks & Recreation
 Attn: Donna Mizelle
 101 School Street
 Windsor, NC 27983
 Phone: 252-794-5363
 Fax: 252-794-5362
 donna.mizelle@bertie.nc.gov

Project #: P79721
 Ship To Zip: 27983

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings) (1) 4839 -- Click Wheel Ass'y (1) 4847 -- Hypno Wheel Ass'y (2) 16700 -- Ada49"Sq Punch Steel Deck (3) 16701 -- Ada 49"Tri Punch Steel Dk (1) 16803 -- ADA Wide Triangular Platform (1) 80082 -- Slide Transfer (1) 80192 -- SunBlox Umbrella Canopy (1) 80687 -- Handhold/Kick Plate Pkg (1) 80688 -- 2' Tri Transfer Platform (1) 81680 -- Single Seat (1) 90003 -- Wide Triangle Deck (1) 90014 -- Wide Deck Archway w/ Guardrail (1) 90176 -- ADA Crow's Nest w/ Gizmo (2) 90265 -- 7' Upright, Alum (7) 90266 -- 8' Upright, Alum (1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide (1) 90683 -- ADA Wide Ramp (guardrail) 1'-6" & 2' (1) 90716 -- Color Wheel - Gadget panel above deck (2) G90262 -- 4' Upright, Galv (3) G90267 -- 9' Upright, Galv (1) 178749 -- Owner's Kit (1) 4255RP -- Soccer Rocker	\$24,318.25	\$24,318.25
3	CUSTOM	PlayWorx GFRC - GFRC Sports Steppers - *Football, Baseball, & Soccer Ball	\$1,595.00	\$4,785.00
1	RDU	GameTime - Powerscape Modular Unit (per attached drawings) - *5-12 Year Olds Unit (5) 16700 -- Ada49"Sq Punch Steel Deck (4) 16701 -- Ada 49"Tri Punch Steel Dk	\$40,222.05	\$40,222.05



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Quantity	Stock ID	Description	Unit Price	Amount
(1)	80082	-- Slide Transfer		
(1)	80657	-- Access Attachment 5'		
(1)	80687	-- Handhold/Kick Plate Pkg		
(1)	81669	-- Hand Cyclers		
(1)	81680	-- Single Seat		
(1)	81688	-- Therapeutic Rings Attch		
(1)	81697	-- SS Cargo Net Wall		
(1)	90003	-- Wide Triangle Deck		
(1)	90021	-- 2'-0" Transfer System w/ Barrier		
(1)	90033	-- 4' Transfer Platform w/guardrail		
(1)	90182	-- ADA Crow's Nest w/ Thunderring		
(1)	90203	-- Tic-Tac-Toe Panel Above Dk		
(1)	90252	-- 4' Leaning Wall Climber		
(2)	90267	-- 9' Upright, Alum		
(5)	90268	-- 10' Upright, Alum		
(1)	90269	-- 11' Upright, Alum		
(3)	90270	-- 12' Upright, Alum		
(4)	90273	-- 15' Upright, Alum		
(1)	90335	-- Climber Offset Archway w/ Guardrail		
(1)	90355	-- Storefront Panel, Below Dk		
(1)	90574	-- Scramble Up (5'-6" & 6'-0")		
(1)	90685	-- ADA Wide Ramp (guardrail) 3'-6" & 4'		
(1)	90700	-- Single Entrance WilderSlide II		
(2)	90705	-- Right Curve Section WilderSlide II		
(1)	90706	-- Exit Section WilderSlide II		
(1)	90709	-- Support WilderSlide II		
(1)	91243	-- Roller Slide		
(1)	91303	-- Cliff Wall Climber		
(1)	91324	-- Erractic Climber w/Hex Net 4'-5'		
(2)	G90262	-- 4' Upright, Galv		
(1)	G90266	-- 8' Upright, Galv		
(1)	G90267	-- 9' Upright, Galv		
(2)	G90269	-- 11' Upright, Galv		
(1)	G90270	-- 12' Upright, Galv		
(1)	3445RP	-- Baseball Metal Quad Roof		



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Windsor Park

Quantity	Stock ID	Description	Unit Price	Amount
		(4) 4254RP -- Baseball Entryway		
1	RDU	GameTime - Freestanding Gadget Panels	\$3,016.30	\$3,016.30
		(2) 5125 -- Gadget Frame (F/S)		
		(1) 5134 -- TWIST BALL RUN GADGET		
		(1) 5129 -- 3 In a Row Gadget		
1	5055	GameTime - Merry-Go-All	\$3,504.00	\$3,504.00
1	6238	GameTime - Shadow Play Flower	\$3,337.10	\$3,337.10
1	90794	GameTime - 33' Sky Run Zip Track (Zero G Seat)	\$7,028.65	\$7,028.65
1	90797	GameTime - 33' Sky Run Track Add (zip seat)	\$7,824.25	\$7,824.25
4	28009	GameTime - 6' P/S Bench W/Back Inground	\$505.00	\$2,020.00
1	INSTALL	MISC - Installation of Above Equipment	\$34,300.00	\$34,300.00
2650	PIP	GT-Impax - Poured-In-Place Surfacing, 50% Color-50% Black Mix, 2.5" Thick	\$12.10	\$32,065.00
2350	INSTALL	MISC - Provide & Install 4" Compacted Crushed Stone	\$2.00	\$4,700.00
2625	EFW	GT-Impax - Engineered Wood Fiber @ 12" Compacted Depth	\$1.10	\$2,887.50
1	INSTALL	MISC - Installation of Above EWF	\$1,550.00	\$1,550.00
5300	INSTALL	MISC - Excavation of Area	\$1.00	\$5,300.00
295	INSTALL	MISC - Provide & Install Concrete Curb Border	\$25.00	\$7,375.00
750	INSTALL	MISC - Provide & Install Concrete Sidewalks	\$6.50	\$4,875.00
1	INSTALL	MISC - Sitework: Includes Necessary Dirtwork and Drainage	\$19,950.00	\$19,950.00
1	INSTALL	MISC - Provide & Install 67 LF of Retaining Wall	\$7,370.00	\$7,370.00
1	INSP	Playground Guardian - Quarterly 3rd Party Inspections for 2 Years - <i>*Free of Charge</i>		

*Customer is responsible for removal of existing fence and curbing.
 *Customer is responsible for providing all landscaping (as shown in top view and renderings).

SubTotal: \$216,428.10
 Tax: \$8,843.05
 Freight: \$8,512.40
Total Amount: \$233,783.55



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Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included. Any applicable taxes not shown will be applied to the final invoice.

Lead Time/Shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Wish to pay by credit card? Please complete the following information:

_____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____

CSC, Carde Security Code: _____

Name as it appears on card: _____

Amount to be charged to card: _____

Email or Fax credit card receipt to: _____

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.



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QUOTE
#105855

10/19/2015

Windsor Park

Acceptance of quotation:

Accepted By (printed): _____ Date: _____

Title: _____ P.O. No: _____

Telephone: _____ Fax: _____

Purchase Amount: **\$233,783.55**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesman Signature Customer Signature

ORDER INFORMATION:

Bill to: _____ Ship to: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

Sports Steppers
(Not Shown)



Baseball Punched Roof



Soccer Rocker



Liberty Swing
(Not Shown)



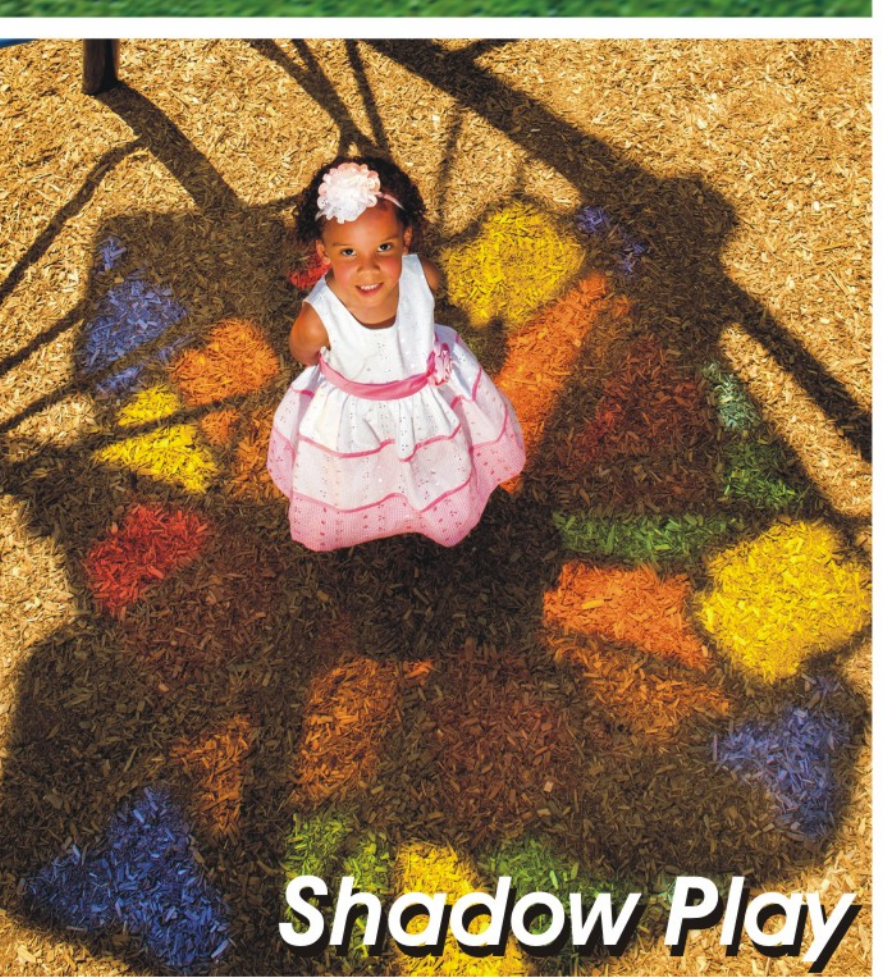
Alternate View



Roller Slide



ADA Crow's Nest



Shadow Play



Merry-Go-All

800.438-2780 - www.cunninghamrec.com



Windsor Park
Windsor, NC





To verify product certification, visit www.ipema.org

ISSUE DATE: 10/19/15 - Windsor Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1487-11 (excluding sections 7.1.1, 10 and 12.6.1).

MANUFACTURER

GameTime
PO Box 680121
Fort Payne, AL 35968



PRODUCT NBR	PRODUCT LINE	DESCRIPTION
12022	Primetime	Aluminum Upright 7'
12584	Gt event	Swing Frame, P/T, Add-A-Bay
16700	Powerscape	PLATFORM, SQUARE, ACCESSIBLE
16701	Powerscape	PLATFORM, TRIANGULAR, ACCESSIBLE
16803	Powerscape	Wide Triangle Deck(ADA)
16809	Powerscape	ADA Wide Ramp, Attachment, 3 Deck Length
18826	Gt event	Arch Swing (Freestanding)
36082	Xscape	X-POD Step (Freestanding)

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>





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MANUFACTURER

GameTime
PO Box 680121
Fort Payne, AL 35968



PRODUCT NBR	PRODUCT LINE	DESCRIPTION
4839	Gt event	Click Wheel, Gizmo
4847	Gt event	Gizmo, Hypno Wheel
5055	Gt event	MERRY-GO-ALL
5056	Gt event	Arch Swing
5125	Gt event	Freestanding Gadget
5129	Gt event	3 in a Row gadget
5134	Gt event	Twist Ball Run Gadget
5152	Gt event	PrimeTime Solo Swing Add-A-Bay

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PO Box 680121
Fort Payne, AL 35968



PRODUCT NBR	PRODUCT LINE	DESCRIPTION
80082	Powerscape	Slide Transfer Platform
80192	Powerscape	Sunblox Umbrella Company
80657	Powerscape	ACCESS ATTACHMENT
80687	Powerscape	Handhold Kick Plate Package
81665	Powerscape	Seat and Table for Two
81688	Powerscape	THERAPEUTIC RINGS
8552	Gt event	Zero G Chair (3-1/2" Galv. Chain)
8555	Gt event	Zero G Chair (3-1/2" Galvanized Chain)

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Fort Payne, AL 35968



PRODUCT NBR	PRODUCT LINE	DESCRIPTION
8910	Gt event	BELT SWING SEAT PACKAGE
90005	Powerscape	Two Piece Hex Deck - ADA Holes
90021	Powerscape	Transfer System With Barrier 2'
90033	Powerscape	Transfer Platform W/Guardrail 4'
90142	Powerscape	4' and 4'6" Volcano Climber
90176	Powerscape	ADA Crow's Nest W/ Gizmo Panel
90177	Powerscape	ADA Crow's Nest (Kaleidoscope)
90253	Powerscape	Leaning Wall Climber 4'6"

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>



America



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MANUFACTURER

GameTime
PO Box 680121
Fort Payne, AL 35968



PRODUCT NBR	PRODUCT LINE	DESCRIPTION
90264	Powerscape	Upright Aluminum 6'
90265	Powerscape	Upright Aluminum 7'
90266	Powerscape	Upright Aluminum 8'
90267	Powerscape	Upright Aluminum 9'
90268	Powerscape	Upright Aluminum 10'
90269	Powerscape	Upright Aluminum 11'
90306	Powerscape	Climber Archway Barrier
90355	Powerscape	Storefront Panel

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America



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PRODUCT NBR	PRODUCT LINE	DESCRIPTION
90369	Powerscape	River Rock Climber
90545	Powerscape	Wave Climber
90546	Powerscape	Climber Archway W/D-Ring Barrier
90573	Powerscape	Scramble Up 3'6" to 5'
90579	Powerscape	Zip Swerve Slide (Double)
90592	Powerscape	Ridge Climber
90668	Powerscape	Spiral Step Climber 4' & 4'6"
90713	Powerscape	Frog Slide Puzzle

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MANUFACTURER

GameTime
PO Box 680121
Fort Payne, AL 35968



PRODUCT NBR	PRODUCT LINE	DESCRIPTION
91024	Powerscape	Driver's Panel
91146	Powerscape	Entryway (Guardrail)
91209	Powerscape	Climber Entryway (Barrier)
91243	Powerscape	Roller Slide
G90262	Powerscape	Upright Galvanized 4'
G90266	Powerscape	Upright Galvanized, 8'
G90267	Powerscape	Upright Galvanized 9'
G90269	Powerscape	Upright Galvanized 11'

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>





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MANUFACTURER

GameTime
PO Box 680121
Fort Payne, AL 35968

PRODUCT NBR	PRODUCT LINE	DESCRIPTION
G90270	Powerscape	Upright Galvanized 12'



You may verify this certificate by visiting IPEMA's website at <http://ipema.org>





American Society for Testing and Materials (ASTM)

We don't just follow the rules; we help create them. Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, F1487-07a^{e1}, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.



CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



ISO 14001 Certified

ISO 14001 also known as green certification specifies the requirements of an environmental management system. An EMS is a systematic approach to handling environmental issues within an organization.



IPEMA Equipment Certification

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.



IPEMA Surfacing Certification

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment.

The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.



ADA

GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScope Plus and PrimeTime playground plans. We also recommend accessible surfacing options. Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. For more information, log on to www.access-board.gov



ISO 9001:2008

GameTime was the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.



TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV. Contact your international GameTime distributor for complete EN 1176 compliance details.



The Industry's BEST Warranty

GameTime offers you peace of mind with the best, most all encompassing warranties in the industry.

We want to assure you that we are part of your community playground long after the sale is made. Our quality is legendary, and we stand behind our products with one of the best warranties in the business and a level of customer service that assures you that your needs will be met. For complete Warranty information, consult your GameTime sales representative.

- Lifetime limited warranty on PowerScape®, PrimeTime®, and Xscape® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on PowerScape PowerLocks®.
- 15 Year limited warranty on pipes, rungs, rails, metal decks and loops.
- 15 Year warranty on rotationally molded KidTime and GameTime products.
- 10 Year limited warranty on PrimeTime bolt-through connection.
- 10 Year limited warranty on Parcourse® fitness equipment.
- 5 Year limited warranty on SuperSeats™.
- 3 Year limited warranty on rubber or C type springs used on SaddleMates®.
- 1 Year limited warranty on all other GameTime products.



150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime® and Xscape® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE® PLUS, PRIMETIME®, AND XSCAPE®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; a lifetime limited warranty on PrimeTime and Xscape bolt-through connections; ten-year limited warranty on EDPM rubber components; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED GTSHADE® PRODUCTS

GameTime provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structure failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading not exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the use intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading and a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

LIMITED WARRANTY ON PLAYWORX GFRC THEMED PLAY STRUCTURES

GameTime provides a five-year limited warranty on PlayWorx glass fiber reinforced concrete (GFRC) themed play structures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON TUFF FORMS GFRP THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on Tuff Forms glass fiber reinforced polymers (GFRP) themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit Advanced, Elite and stationary Base Series posts, welds, and bars and a five-year limited warranty on motion Base Series posts, welds, and bars against structural failure; a five-year limited warranty on Advanced Series stainless damper modules and aluminum cycle covers; a two-year limited warranty on Advanced and motion Base Series bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

GameTime provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites causing the wood to become structurally unfit for its intended use; see exclusions.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Purchaser: _____

GameTime Invoice Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>



CERTIFICATE OF REGISTRATION



Having been audited in accordance with requirements of

ISO 9001:2008 – ANSI/ISO/ASQ Q9001-2008

SRI Quality System Registrar, Seven Fields, Pennsylvania, USA, hereby grants to:

GameTime Division of Playcore

Registration of the management system at its location:

150 Playcore Drive SE
Fort Payne, Alabama, USA

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization.


Scope of ISO 9001:2008 registration: "Design, manufacture and supply of park and playground equipment, site furnishings and rotational molded plastics.

Exclusions: Service Provision; Customer Property

Initial SRI registration date: September 18, 1996

Current registration period: February 24, 2011 through February 23, 2014

Signed for SRI:



Christopher H. Lake, President & COO

Certificate Date: February 24, 2011
Certificate Number: 009809
Registration Number: 0689-01



PACIFIC

Sky Blue
Plastic
Metallic
Uprights

Spring Green
Metal
Blue
Decks



FOREST

Green
Plastic
Brown
Uprights

Beige
Metal
Brown
Decks



3D



SHADE



PLASTIC



TIMBERS



TIMBER

Brown
Plastic
Beige
Uprights

Green
Metal
Brown
Decks

FRESH

Beige
Plastic
Green
Uprights

Spring Green
Metal
Brown
Decks



SHIMMER

Spring Green
Plastic
Bronze
Uprights

Beige
Metal
Brown
Decks





Yellow
Plastic
Starlight
Uprights

Sky Blue
Metal
Gray
Decks

STARBURST

SPRING

Purple
Plastic
Sky Blue
Uprights

Spring Green
Metal
Blue
Decks



Sky Blue
Plastic
Starlight
Uprights

White
Metal
Gray
Decks



GALILEO

PLAYFUL

Spring Green
Plastic
Metallic
Uprights

White
Metal
Blue
Decks



Yellow
Plastic
Orange
Uprights

Spring Green
Metal
Brown
Decks



MANGO

METAL

PLASTIC

SHADE

3D



PRIMARY PALETTES

LIBERTY

Blue
Plastic
White
Uprights
Metallic
Metal
Gray
Decks



Blue
Plastic
Red
Uprights

Butterscotch
Metal
Blue
Decks

CANDY

FESTIVE

Green
Plastic
Butterscotch
Uprights
Red
Metal
Blue
Decks



Orange
Plastic
Sky Blue
Uprights

Spring Green
Metal
Gray
Decks

NEW
SPARKLE

NEW
SUNSET

Sky Blue
Plastic
Butterscotch
Uprights
White
Metal
Blue
Decks



3D



SHADE



PLASTIC



METAL



METAL



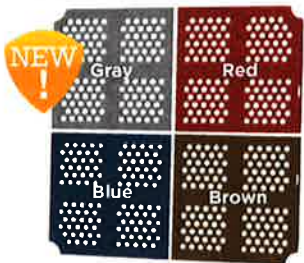
PLASTIC



POLYETHYLENE (HDPE)



DECKS



SUNBLOX™ CANOPY & SHADE



WALLCANO® HANDHOLDS



NETS



TIMBER DÉCOR



SPECIAL ROCK



Proposal #2: Bliss Products & Services, LLC



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **33580**
 Sales Rep: Kristie Pate
 kristie@blissproducts.com
 C: (910) 262-2772

Bertie County Parks and Recreation Department

Date 10-18-2015

Project Bertie Co. Recreation Complex Playground-Trillium

Bill To

Bertie County Parks and Recreation Department
 101 W. School St
 Windsor, NC, 27983
 T: (252) 794-5363

Ship To

Bertie County Parks and Recreation Department

Contact

Donna Mizelle
 Phone: (252) 794-5363

Approximate Ship Date

Ship Via

Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BPS	Liberty Swing	Liberty Swing from Landscape Structures offered at price and shipping that LSI is selling to us. No markup.	1	\$16,500.00	\$16,500.00
INS		Installation by Chris	1	\$41,650.00	\$41,650.00
INS	Gravel Base	Compacted Gravel Materials and Delivery Square Feet Units	6413	\$1.25	\$8,016.25
INS		Installation of Gravel Square Feet	6413	\$1.25	\$8,016.25
INS2	PIP Install	Install of PIP	1	\$21,047.04	\$21,047.04
OTS		PIP materials	1	\$32,167.80	\$32,167.80
PPS	645-93202B	Bertie County Recreation Complex ADA Playground	1	\$113,345.14	\$113,345.14

Sub Total \$240,742.48

Freight 14,250.11

Taxable Subtotal

Tax 0.00

Grand \$254,992.59

Quote valid for 30 days unless otherwise noted.

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Complete Terms and Conditions can be found at BlissProducts.com/termsandconditions.html

Bertie County- Trillium



DRAWING NUMBER:
645-93202A



Bertie County- Trillium



DRAWING NUMBER:
645-93202A



Bertie County- Trillium



DRAWING NUMBER:
645-93202A



Proposal #3: Carolina Parks & Play

*Please Note: no formal estimate was submitted with this proposal.



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 8 weeks from the time of LSI order acceptance.

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Better playgrounds.
Better world.[®]
playlsi.com

Proudly presented by:





*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.

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LSI
landscape
structures



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Better world.
playlsi.com

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Proudly presented by:



CAROLINA
PARKS & PLAY
Recreational Products



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.

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playlsi.com

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Proudly presented by:





*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 6 weeks from the time of LSI order acceptance.

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Better world.
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Proudly presented by:





Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: --- 2:00pm

DEPARTMENT: Administration

SUBJECT: County Manager updates and review of November 2nd agenda items

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

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

FYI; this is purely informational.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

BERTIE COUNTY BOARD OF COMMISSIONERS

November 2, 2015

Meeting Agenda

Windsor

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** Work Session –
- 1) Review OPEB strategies regarding unfunded accrued liability for retiree health insurance—Discussion led by Ms. ElizaBeth Wright, Managing Director, Cavanaugh Macdonald Consulting, LLC regarding actuarial study alternatives.
 - 2) Review QSCB sinking fund requirements related to high school project debt service—Discussion led by Mr. Ted Cole, Davenport Financial advisor for the County’s long term debt

4:00-4:05 Call to Order and Welcome by Chairman Wesson (Commissioners Room, Windsor)

4:05-4:10 Invocation and Pledge of Allegiance by Commissioner Trent

4:10-4:25 Public Comments *(3 minute limit per person)*

(A)

***** APPOINTMENTS *****

4:25-4:35 Pierce Lane concerns by homeowner, Terry Pierce

4:35-4:45 New school year update by Founding Executive Director of Heritage Collegiate Leadership Academy, Kashi B. Nelson

4:45-4:55 Agency program update by Teresa Cole, Director of the Albemarle Regional Library System

4:55-5:05 Agency program update by Dianne Cowand of the Bertie County Humane Society

Board Appointments (B)

1. TBD

Consent Agenda (C)

1. Accept Register of Deeds Fees Report – October 2015
2. Approve minutes for Work Session 10-26-15
3. Approve minutes for Closed Session 10-26-15
4. Approve minutes for Regular Session 10-26-15

*****OTHER ITEMS*****

1. Tax Administrator’s reappointment – 4 years

Discussion Agenda (D)

1. Project Updates
2. Items Pending

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued
(3 minute limit per person)

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



October 26, 2015
7:00pm

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

BERTIE COUNTY BOARD OF COMMISSIONERS

October 26, 2015

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 – 4:00 Work Session (106 Dundee Street, Windsor) – Presentation of playground design proposals (3 firms)

4:00 – 5:00 County Manager updates and review of November 2nd agenda items

7:00-7:05 Call to Order and Welcome by Chairman Wesson (Perdue Farms, Lewiston-Woodville)

7:05-7:10 Invocation and Pledge of Allegiance by Commissioner Bazemore

7:10-7:25 Public Comments (*3 minute time limit per speaker*)

(A)

***** APPOINTMENTS *****

7:25-7:40 Agency program update by Joe Huff and Tom Stroud of Partnership for the Sounds

7:40-7:55 Agency program update by Executive Director, Heidi Bonislawski, of the Bertie County/Windsor YMCA

Board Appointments (B)

1. Lawrence Memorial Library Board
2. Jury Commission

Consent Agenda (C)

1. Approve Work Session minutes from 10-5-15
2. Approve Regular Session minutes from 10-5-15
3. Approve Closed Session minutes from 10-5-15
4. Accept Tax Department Release Journal – September 2015
5. Approve grant contract and budget amendment for handicap accessible playground
6. Consider for approval the letter of support and resolution for a Criminal Justice program at Martin Community College
7. Offer to purchase surplus property located at 249 White Oak Road – Bertie County Board of Education
8. Budget Amendments

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Review and consider municipal requests for litter, solid waste and other code enforcement concerns:
 - a. Kelford request dated 10-5-15
 - b. Draft interlocal agreement
 - c. Solid Waste ordinance
 - d. Junkyard and abandoned motor vehicle ordinance
2. Discuss next steps regarding State Health Plan participation, and consider passing resolution securing an application
3. Discuss date for public hearing regarding proposed Land Use Plan
4. Revisit presentation given by the Charters of Freedom on September 21, 2015 in Roxobel

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

3 minute time limit per speaker

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: October 26, 2015

AGENDA ITEM: A-1

DEPARTMENT: N/A

SUBJECT: Agency program update by Joe Huff and Tom Stroud of Partnership for the Sounds

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):
FYI; no action needed.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: This is a part of the Board's recent initiative to secure programmatic updates from the various agencies, boards, and committees who currently receive Bertie County resident appointments, or who receive funding from the County.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: A-2

DEPARTMENT: N/A

SUBJECT: Agency program update by Executive Director, Heidi Bonislawski, of the Bertie County/Windsor YMCA

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):
FYI; no action needed.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: This is a part of the Board's recent initiative to secure programmatic updates from the various agencies, boards, and committees who currently receive Bertie County resident appointments, or who receive funding from the County.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: B-1

DEPARTMENT: N/A

SUBJECT: Lawrence Memorial Library Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF NEEDED ACTION(S):

It is recommended that the Board reappoint the enclosed individual(s) to the Lawrence Memorial Library Board.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: N/A



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: B-2

DEPARTMENT: N/A

SUBJECT: Jury Commission

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF NEEDED ACTION(S):

No applications for this position have been received as of 10/22/15. The Board is asked to network within their districts to see if an individual can be found to serve on the Jury Commission as soon as possible.

ATTACHMENTS: No

LEGAL REVIEW PENDING: No

ITEM HISTORY: N/A



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-1

DEPARTMENT: N/A

SUBJECT: Approve Work Session minutes from 10-5-15

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve the minutes for the Work Session held on 10-5-15.

If changes have not yet been received by the County Attorney, it is requested that these minutes be fully approved once those changes are provided.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: Yes

ITEM HISTORY: N/A

Windsor, North Carolina
October 5, 2015
Work Session

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 2:30pm at 106 Dundee Street, Windsor, NC. 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
County Attorney Lloyd Smith
Finance Officer William Roberson
Economic Development Director Steve Biggs

CALL TO ORDER

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

INVOCATION/PLEDGE OF ALLEGIANCE

Vice Chairman Lee led the Invocation and Pledge of Allegiance.

APPOINTMENTS

Closed Session - N.C.G.S. § 143-318.11(a)(4),(5), and (6)

Vice Chairman Lee made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session. Also, to go into Closed 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 and lastly, 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. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

CLOSED SESSION

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

RECESS

Chairman Wesson called a brief recess until 4:00PM for the Board's next regularly scheduled meeting.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-2

DEPARTMENT: N/A

SUBJECT: Approve minutes for Regular Session 10-5-15

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve the minutes for the Regular Session held on 10-5-15.

If changes have not yet been received by the County Attorney, it is requested that these minutes be fully approved once those changes are provided.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: Yes

ITEM HISTORY: N/A

Windsor, North Carolina
October 5, 2015
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 4:00pm at 106 Dundee Street, Windsor, NC. 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
County Attorney Lloyd Smith
Finance Officer William Roberson
Network Systems Administrator Joe Wilkes
Emergency Services Director Mitch Cooper
Cooperative Extension Director Richard Rhodes
Register of Deeds Annie Wilson
Sheriff John Holley
Parks & Recreation Director Donna Mizelle

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

CALL TO ORDER

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

INVOCATION/PLEDGE OF ALLEGIANCE

Vice Chairman Lee led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Tonza Ruffin Buffalo, Founder of Esquires for Education in Bertie County, approached the Board with a statement regarding recent news articles that have been printed about a recent decision by the Board to fund her organization.

Ms. Buffalo thanked the Board for their contribution, and also provided clarification about her organization's mission and goals.

She urged the Board to continue to pursue ways to bridge the gap for African American young men as doing so will build stronger communities, and provide an even playing field in regards to education and delinquency prevention.

Mike Hoggard of Windsor approached the Board with a concern that was raised to him about a fellow citizen. This citizen, James Barnes, recently requested that water bills for his newly purchased property be switched over into his name. Upon doing so, he was told that there was a \$1,050 fee to cover the cost of the previous owner who had a prior water balance.

On behalf of Mr. Barnes, Mr. Hoggard asked the Commissioners if there was any type of compromise available as he did not think it was fair to penalize the new owner for a previous owner's debt.

After insight was received from County Attorney Smith, and a brief discussion by the Board, the Board came to a consensus to have the new owner simply pay the \$100 transfer fee and \$50 deposit.

The Board instructed the County Manager and County Attorney to review the current Water Department policies and to make recommendations to prevent this type of issue from occurring in the future.

APPOINTMENTS

Emergency Services Director, Mitch Cooper – present post-storm evaluation

Emergency Services Director, Mitch Cooper, discussed the current state of the County's lowest lying areas in Windsor due to the recent periods of heavy and excessive rain.

Mr. Cooper thanked the Board for their support over the last week in preparation for this weather event as well as the urgent call to action in preparation for the storm that the County thankfully missed, Hurricane Joaquin.

He stated that he was working very closely with the State as well as the American Red Cross and others to have sand bags, ice trucks, cases of bottled water, and other needed supplies available to the County in the event of a major weather event.

As of this meeting, Mr. Cooper reported of only one road closure, and that due to rain totals being less than expected, there was no significant flooding in the lowest lying areas of Windsor.

He reported that any high water levels should recede in the coming days, and that a lack of down trees has prevented power outages in the area. Only a few down trees had been reported.

The Board commended Mr. Cooper for his efforts.

Board of Elections Update – review of proposed 2016 primary election dates and revised filing period, plus reminder of pending municipal elections by Carol Woodard, Chair, Board of Elections

Carol Woodard, Chair of the Board of Elections, and Michael Freeman, Board member, were present to provide the Board of Commissioners with an update about the latest schedule for one-stop voting in the upcoming municipal elections. An attachment was given to the Board in their board package that also listed the 2016 primary dates.

One-stop voting will run from October 22nd thru October 31st and will only be available in the Towns of Windsor, Aulander, and Powellsville.

Chairman Wesson asked Ms. Woodard to clarify the need, if any, for citizens to provide ID when checking into vote at their polling locations.

Mr. Woodard stated that the new voter ID law would not come into effect until 2016, so this year's elections do not require a voter ID card. However, attendants at each polling station would be asking citizens if they had ID already in preparation for 2016 elections. Information would be provided to any citizens about how to obtain an ID if they are in need of one.

An excerpt from House Bill 373 is below:

House Bill 373

Page 2

- Reduces the time that a candidate must be affiliated with a political party before filing as a candidate in a party primary for that party from 90 days to 75 days.
- Moves the filing period from noon on the second Monday in February through noon on the last business day in February to noon on Tuesday, December 1, 2015, through noon on Monday, December 21, 2015.
- Requires a candidate's statement of economic interest to be filed with the State Ethics Commission by February 1, 2016.
- Requires that the first quarter campaign finance reports are due Monday, March 7, 2016, and include the period through February 29, 2016 and that the report for the second quarter also covers March 2016.

Additionally, Ms. Woodard provided a brief update to the Board regarding the need for County funding to replace voting equipment in the near future.

Michael Freeman responded by stating that the situation with the State regarding the replacement of outdated voting equipment was still a “fluid situation,” and that the Board of Elections would provide more information to the Commissioner as soon as it is obtained from the State.

Agency program update by Teresa Cole, Director of the Albemarle Regional Library System

Due to scheduling conflicts, Teresa Cole was unable to attend this meeting as scheduled, and was rescheduled to another Board meeting.

Agency program update by Bobby Williams, Site Manager of the Historic Hope Foundation

Bobby Williams, Site Manager of the Historic Hope Foundation, provided an update to the Board about the latest events that the Hope Plantation is due to host.

Mr. Williams announced that the Foundation would be hosting another “History Day” event for local area students. Last year, the event attracted 400 students. This year it is expected to attract 600-800 students to the area with their teachers and parents.

He discussed various tours of the Hope Plantation that will be hosted in the month of October including schools from the County, Greenville, and Charlotte, NC.

Mr. Williams announced a new event that would begin this year called the “Halloween Harvest Festival” which will be held on Saturday, October 17th from 6:00-8:30PM. The event is geared towards youth 12 and under.

Additionally, on Sunday, December 6th, the Hope Plantation will be hosting a Holiday Open House where students and their families may attend to see the historic home decorated in time period decorations, as well as play period specific games, and shop for historic crafts and gifts.

Mr. Williams thanked the Board for their continued financial support and stated that his number one priority as the Site Manager was to bring as much history as possible to the youth of North Carolina.

The Board commended Mr. Williams for his efforts and has been very impressed with Mr. Williams’s efforts in always working to ensure enough educational opportunities for the citizens of Bertie County.

BOARD APPOINTMENTS

Latest Board vacancy advertisement in Bertie-Ledger Advance

This item is purely informational, and the advertisements show of all of the County’s’ latest board, committee, and commission openings.

The Clerk to the Board, Sarah S. Tinkham, is required to advertise these openings every six months.

Jury Commission

County Manager Sauer noted that there was a vacancy on the Jury Commission, and requested that the Board reach out to their communities for a new representative for the County as the previous member has resigned from his post on that commission.

Planning Board

Commissioner Trent made a **MOTION** to reappoint Terry Pratt to the Planning Board. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Chairman Wesson reiterated a new protocol for consideration of consent agenda items, many of which are administrative in nature and have been previously discussed or approved at a previous meeting.

Chairman Wesson made a **MOTION** to approve the Consent Agenda items collectively below as presented. Vice Chairman Lee **SECONDED** the motion with the recommendation that the draft minutes from September 21, 2015 be revisited in order to remove a paragraph regarding Vice Chairman Lee being given the opportunity to change her vote about the non-profit, Esquires for Education. The **MOTION PASSED** unanimously.

1. **Fees Report** – Register of Deeds – September 2015
2. **Minutes** for Work Session 9-21-15, Regular Session 9-21-15, and Joint Meeting 9-24-15
3. **Rural Operating Assistance Program (ROAP) documents** for FY 2015-2016

DISCUSSION

Sheriff's Department – a) Part-time pay proposal to establish hourly rate of \$15.00, b) relocation update

Sheriff John Holley was present to request that the Board approve his recommendation to increase the salary for all current and future part-time deputies from \$12 per hour to \$15 per hour.

He stated that the increase will help the County maintain the most qualified deputies on staff while still competing with other local area agencies.

Commissioner White made a **MOTION** to approve the request as presented and to increase part-time salary pay for deputies from \$12 to \$15. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Sheriff Holley also briefly updated the Board on the Sheriff's Office relocation project. Mr. Holley stated that the relocation has been a "journey, and that the journey continues." He stated that the move is a step in the right direction, and that the logistics of the building are currently being finalized.

County Manager Sauer stated that as of tonight's meeting, fiber lines were being installed to the recently implanted underground, conduit tubing.

Vice Chairman Lee requested an update about the electronic monitoring program.

County Attorney Smith stated that he had been making various calls to the company, Corrisoft, LLC, but as of tonight's meeting, none have been returned.

Cooperative Extension staffing continuity recommendation and salary funding formula for pro-rated annual across the board increases and longevity pay

County Manager Sauer briefly discussed the salaries of Cooperative Extension employees in regards to where the funding is received from NC State University and NC A&T State University with a shared portion being paid by the County.

He also described the need to formally incorporate the Cooperative Extension Department more as a member in the Bertie County organization as the County utilizes the expertise of the Department, and its current Director, Richard Rhodes, and a very regular basis for County matters.

For those reasons, County Manager Sauer recommended that the Board approve the staffing continuity and salary funding formula for pro-rated annual across the board increases and longevity pay for all Cooperative Extension employees which is consistent with the State's core staffing plan.

County Manager Sauer also asked the Board to authorize the Department to extend the part-time employment contract for Ms. Belinda Belch through the end of 2015 in order to prep the Department for the impending departure of Director Rhodes.

He stated that he was confident that the cost to maintain Ms. Belch as well as to provide the funding needed to cover the pro-rated increases to the Department could be absorbed within the existing budget due to Mr. Rhodes retirement.

At this time, Cooperative Extension Director, Richard Rhodes, officially announced his plans to retire from the Department on December 31, 2015. Mr. Rhodes thanked the Board and the County Manager for all of their support over the years, and stated that he was thankful for his time spent at the County.

The Board congratulated Mr. Rhodes and after a brief discussion, Commissioner Bazemore made a **MOTION** to approve the Cooperative Extension staffing continuity and salary funding formula for pro-rated annual across the board increases and longevity pay for all Cooperative Extension employees effective July 1, 2015. The motion also includes approval of the core staffing plan and covers the extension of the part-time employment contract for Ms. Belinda Belch through the end of 2015 as requested. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Recreation Department – handicap accessible playground project update – Donna Mizelle

Parks and Recreation Director, Donna Mizelle, provided the Board with an update about the recent grant the County received for \$250,000 for a handicap accessible playground.

Ms. Mizelle reported that she and County Manager Sauer had recently met with 3 different playground companies who will present their ideas and plans to the Department on October 19th. At that point, the Board would then receive the proposals for consideration.

Ms. Mizelle stated that this was a very exciting time and that the “wheels were certainly” turning with so many ideas for the new playground at the Recreation Complex.

She also discussed a grant requirement from Trillium which is a Liberty Swing. All proposals that will be received on October 19th will meet this requirement.

Commissioner Trent commended Ms. Mizelle for his diligence in securing this grant and for her continued work to make the playground a reality.

**Discuss proposed date for 2015 Employee Appreciation Luncheon –
Thursday, December 3, 2015**

The Board concurred and officially set the 2015 Employee Appreciation Luncheon date to Thursday, December 3, 2015 at 1:00PM over at the Council on Aging building.

Discuss and consider approval of revised Travel Reimbursement Policy

After some discussion, Commissioner Bazemore made a **MOTION** to approve the newly revised County Travel Reimbursement Policy. Vice Chairman Lee **SECONDED** the motion with the contingency that if problems arose for the Finance Department regarding the two different meal reimbursement options that the Board could revisit that section, if needed. The **MOTION PASSED** unanimously.

COMMISSIONERS' REPORTS

Commissioner Trent provided a brief update on the courthouse renovation project. He stated that painting was still underway, and that new windows and shutters will be installed in the coming week weather permitting.

Chairman Wesson thanked the Board for its continued support of infrastructure improvements that have been long overdue for this County.

He also reiterated that the latest unemployment figures favoring Bertie County and how they were mostly due to this Board working together to ensure that as many Bertie County citizens as possible are hired to complete work for the County.

Lastly, Mr. Wesson publicly stated his support for the non-profit, Esquires for Education, and that the needs of Bertie County citizens are more important than anything else.

Vice Chairman Lee stated that the Mobile Food Bank provided by the Albemarle Food Pantry would be open to all citizens in the Town of Colerain soon, and that if citizens would like more information, they could contact Council on Aging Director, Venita Thompson.

Chairman Wesson commended Vice Chairmen Lee for her work on this project in regards to community support and turn out.

Additionally, the Vice Chairman announced that 6 members of the “Balancing Nature and Commerce in Northeastern North Carolina” committee sponsored by the U.S. Fish and Wild Life Service would be participating in an eco-tourism conference in the coming weeks.

Commissioner White commended the Town of Aulander for another outstanding Peanut Festival held last month.

Mr. White also forwarded a concern he had received from Town of Kelford Mayor, Bailey Parker, about issues in the area with abandoned vehicles.

Chairman Wesson stated that there would be a meeting in the coming weeks with the Mid-East Commission, and that he would be sure to raise this concern with them to see if a solution could be found.

Lastly, Commissioner White discussed the process in funding non-profits, and stated that he stood for all citizens of the County. He also publicly stated that he believed some recent comments made about Vice Chairman Lee were “unfair,” and that all citizens and all lives matter.

COUNTY MANAGER’S REPORTS

County Manager Sauer reminded the Board of their recent decision to postpone the October 19th meeting until October 26th. Same location with a possible work session beginning earlier in the day and it was also clarified that there would be no work session on October 13th.

COUNTY ATTORNEY REPORTS

The County Attorney gave no remarks at this time.

PUBLIC COMMENTS CONTINUED

Bobby Williams, Site Manager of the Historic Hope Foundation, invited the Board to host a meeting at the Heritage Center. He stated that the Foundation would be happy to provide a meal to the Board as well.

Lastly, Mr. Williams reported the concern of excess trash at School Road and NC 308 and asked for suggestions on how to combat this problem.

Chairman Wesson suggested that he network with Ms. Lori Speller at the Bertie County Early College, and to possibly consider having high school student volunteers looking for community service hours to complete this task as well.

Dr. Michael Elam, President of Roanoke-Chowan Community College (RCCC), commended the Commissioners for their work in the recently establish CADET Corrections Academy and stated that the program was making excellent progress. He thanked the Commissioners for always being involved.

He also reminder the Board about the African American male mentoring program on campus, as well as about an upcoming health clinic to be opened on campus.

Chairman Wesson thanked Dr. Elam for being present in Bertie County and for advocating for Bertie County students at RCCC.

ADJOURN

Chairman Wesson adjourned the meeting at 5:45PM.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 5, 2015

AGENDA ITEM: C-3

DEPARTMENT: N/A

SUBJECT: Approve minutes for Closed Session 10-5-15

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve the minutes for the Closed Session held on 10-5-15.

If changes have not yet been received by the County Attorney, it is requested that these minutes be fully approved once those changes are provided.

ATTACHMENTS: See envelope.

LEGAL REVIEW PENDING: Yes

ITEM HISTORY: N/A



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-4

DEPARTMENT: Tax

SUBJECT: Accept Tax Department Error Ledger – September 2015

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve this item as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: N/A



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

October 1, 2015

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

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

The errors and releases herein are for the month of **SEPTEMBER** and this request for your approval is made pursuant to "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 _____

RLS*15*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	9/4/2015	S&K Logging 15A21205.80 Late Listed In Error	G01		\$0.00	\$884.47		\$884.47
	9/21/2015	Directv, LLC 15A24341.10.1 Correction to audit	G01 C02	\$37.20 \$17.02		\$20.39		\$57.59 \$17.02
	9/22/2015	Byrum, John 15A30499.40 Listed in Error	G01	\$18.81	\$0.00			\$18.81
	9/29/2015	American Tower Corporation Correction to NCDOR value	G01	\$4,881.99				\$4,881.99
								\$5,859.88

RLS*15*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2007	9/5/2015	Walton, Bettie 07A16900.50	G01	\$41.57	\$0.00	\$0.00		\$41.57
		Elderly Exemption Left Off in Error						
								<u>\$41.57</u>

Tax Collections
 10/01/15
 Group Numbr RLE*15*273
 Detail Transactions by Group
 Abatement
 Effective Date 09/04/15
 RLC020303
 Page 1

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Tax Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Discnt Amount	Trans Rev	Check Number	Descriptn
1	09/04/15	21295	15A21205.80	601	884.47-	0.00	884.47-	0.00	0.00			
2	09/16/15	16900	07A16900.50	601	41.57-	41.57-	0.00	0.00	0.00			
3	09/16/15	24341	15A24341.10.1	601	57.59-	41.57-	0.00	0.00	0.00			
4	09/22/15	30499	15A30499.40	601	18.81-	18.81-	0.00	0.00	0.00			
5	09/29/15	32373	15A32373.80	601	17.02-	17.02-	0.00	0.00	0.00			
6					35.83-	35.83-	0.00	0.00	0.00			
7					4881.99-	4881.99-	0.00	0.00	0.00			
8					4881.99-	4881.99-	0.00	0.00	0.00			
9					17.02-	17.02-	0.00	0.00	0.00			
10					41.57-	41.57-	0.00	0.00	0.00			
11					5842.86-	5842.86-	0.00	0.00	0.00			
12					5901.45-	5901.45-	0.00	0.00	0.00			
13					4996.59-	4996.59-	904.86-	0.00	0.00			
14					5901.45-	5901.45-	0.00	0.00	0.00			
15					17.02-	17.02-	0.00	0.00	0.00			
16					41.57-	41.57-	0.00	0.00	0.00			
17					4938.00-	4938.00-	304.86-	0.00	0.00			
18					5901.45-	5901.45-	0.00	0.00	0.00			
19					4996.59-	4996.59-	904.86-	0.00	0.00			
20					5901.45-	5901.45-	0.00	0.00	0.00			
21					17.02-	17.02-	0.00	0.00	0.00			
22					41.57-	41.57-	0.00	0.00	0.00			
23					5842.86-	5842.86-	0.00	0.00	0.00			
24					5901.45-	5901.45-	0.00	0.00	0.00			
25					4996.59-	4996.59-	904.86-	0.00	0.00			
26					5901.45-	5901.45-	0.00	0.00	0.00			
27					17.02-	17.02-	0.00	0.00	0.00			
28					41.57-	41.57-	0.00	0.00	0.00			
29					5842.86-	5842.86-	0.00	0.00	0.00			
30					5901.45-	5901.45-	0.00	0.00	0.00			
31					4996.59-	4996.59-	904.86-	0.00	0.00			
32					5901.45-	5901.45-	0.00	0.00	0.00			
33					17.02-	17.02-	0.00	0.00	0.00			
34					41.57-	41.57-	0.00	0.00	0.00			
35					5842.86-	5842.86-	0.00	0.00	0.00			
36					5901.45-	5901.45-	0.00	0.00	0.00			
37					4996.59-	4996.59-	904.86-	0.00	0.00			
38					5901.45-	5901.45-	0.00	0.00	0.00			
39					17.02-	17.02-	0.00	0.00	0.00			
40					41.57-	41.57-	0.00	0.00	0.00			
41					5842.86-	5842.86-	0.00	0.00	0.00			
42					5901.45-	5901.45-	0.00	0.00	0.00			
43					4996.59-	4996.59-	904.86-	0.00	0.00			
44					5901.45-	5901.45-	0.00	0.00	0.00			
45					17.02-	17.02-	0.00	0.00	0.00			
46					41.57-	41.57-	0.00	0.00	0.00			
47					5842.86-	5842.86-	0.00	0.00	0.00			
48					5901.45-	5901.45-	0.00	0.00	0.00			
49					4996.59-	4996.59-	904.86-	0.00	0.00			
50					5901.45-	5901.45-	0.00	0.00	0.00			
51					17.02-	17.02-	0.00	0.00	0.00			
52					41.57-	41.57-	0.00	0.00	0.00			
53					5842.86-	5842.86-	0.00	0.00	0.00			
54					5901.45-	5901.45-	0.00	0.00	0.00			
55					4996.59-	4996.59-	904.86-	0.00	0.00			
56					5901.45-	5901.45-	0.00	0.00	0.00			
57					17.02-	17.02-	0.00	0.00	0.00			
58					41.57-	41.57-	0.00	0.00	0.00			
59					5842.86-	5842.86-	0.00	0.00	0.00			
60					5901.45-	5901.45-	0.00	0.00	0.00			
61					4996.59-	4996.59-	904.86-	0.00	0.00			
62					5901.45-	5901.45-	0.00	0.00	0.00			
63					17.02-	17.02-	0.00	0.00	0.00			
64					41.57-	41.57-	0.00	0.00	0.00			
65					5842.86-	5842.86-	0.00	0.00	0.00			
66					5901.45-	5901.45-	0.00	0.00	0.00			
67					4996.59-	4996.59-	904.86-	0.00	0.00			
68					5901.45-	5901.45-	0.00	0.00	0.00			
69					17.02-	17.02-	0.00	0.00	0.00			
70					41.57-	41.57-	0.00	0.00	0.00			
71					5842.86-	5842.86-	0.00	0.00	0.00			
72					5901.45-	5901.45-	0.00	0.00	0.00			
73					4996.59-	4996.59-	904.86-	0.00	0.00			
74					5901.45-	5901.45-	0.00	0.00	0.00			
75					17.02-	17.02-	0.00	0.00	0.00			
76					41.57-	41.57-	0.00	0.00	0.00			
77					5842.86-	5842.86-	0.00	0.00	0.00			
78					5901.45-	5901.45-	0.00	0.00	0.00			
79					4996.59-	4996.59-	904.86-	0.00	0.00			
80					5901.45-	5901.45-	0.00	0.00	0.00			
81					17.02-	17.02-	0.00	0.00	0.00			
82					41.57-	41.57-	0.00	0.00	0.00			
83					5842.86-	5842.86-	0.00	0.00	0.00			
84					5901.45-	5901.45-	0.00	0.00	0.00			
85					4996.59-	4996.59-	904.86-	0.00	0.00			
86					5901.45-	5901.45-	0.00	0.00	0.00			
87					17.02-	17.02-	0.00	0.00	0.00			
88					41.57-	41.57-	0.00	0.00	0.00			
89					5842.86-	5842.86-	0.00	0.00	0.00			
90					5901.45-	5901.45-	0.00	0.00	0.00			
91					4996.59-	4996.59-	904.86-	0.00	0.00			
92					5901.45-	5901.45-	0.00	0.00	0.00			
93					17.02-	17.02-	0.00	0.00	0.00			
94					41.57-	41.57-	0.00	0.00	0.00			
95					5842.86-	5842.86-	0.00	0.00	0.00			
96					5901.45-	5901.45-	0.00	0.00	0.00			
97					4996.59-	4996.59-	904.86-	0.00	0.00			
98					5901.45-	5901.45-	0.00	0.00	0.00			
99					17.02-	17.02-	0.00	0.00	0.00			
100					41.57-	41.57-	0.00	0.00	0.00			

72



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-5

DEPARTMENT: Parks & Recreation

SUBJECT: Approve grant contract and budget amendment for handicap accessible playground

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve these items as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: N/A

October 19, 2015 – Three bid proposals were received, and are included here in the following attachments.

September 30, 2015 – Three firms have expressed interest in submitting proposals and each consultant has indicated that preliminary concept proposals will be submitted for initial review by the Board at its October 19th meeting.

September 16, 2015 – check presentation ceremony

August 20, 2015 - grant of \$250,000 was received to build a handicap accessible playground at the Bertie County Recreation Complex

Contract # 0054T-000-FY16
Cost Center # _____
Line Item # _____
Obligated _____
Date Entered _____

**TRILLIUM HEALTH RESOURCES HEALTH RESOURCES
AGREEMENT FOR PROFESSIONAL SERVICES**

CONTRACT PERIOD: September 18, 2015 – June 30, 2016

THIS AGREEMENT made and entered into this the 18th day of September 2015 and between **Trillium Health Resources**, an Area Authority organized and existing pursuant to North Carolina Statutes, Chapter 122C, whose mailing address is 1708 E. Arlington Boulevard, Greenville, NC 27858, ID # 56-0898928, and **Bertie County Recreation Department** (hereinafter referred to as the "CONTRACTEE"), whose mailing address is PO Box 530, Windsor, NC 27983, Phone Number 252-794-5363 and whose tax identification number (or social security number) is 56-6000276.

WITNESSETH:

For and in consideration of the mutual promises hereinafter set forth, the parties intending to be legally bound do hereby agree as follows:

1. The CONTRACTEE does hereby agree to provide the following services to TRILLIUM HEALTH RESOURCES :

Bertie County Recreation Department will manage and ensure the construction and ongoing maintenance of an inclusive playground at Recreation Complex: 1538 South King St., Windsor, NC 27983. The Bertie County Recreation Department will need to get approval from TRILLIUM HEALTH RESOURCES and send to Amy Corbitt at Amy.Corbitt@trilliumnc.org for approval by the Trillium Health Resources Project Team to ensure the playground is **TRULY Inclusive before any purchases are made.**

- **Submit playground layouts for approval no later than December 31st, 2015**
- **Construction to start as soon as possible after receiving approval from Trillium Health Resources on playgrounds to be completed by June 30th, 2016**
- **Trillium Health Resources will have no ongoing commitment to the playground once construction is complete.**

2. TRILLIUM HEALTH RESOURCES agrees to pay to the CONTRACTEE, for the services set forth in paragraph 1 of this agreement, as follows:
 - a. **A maximum of \$250,000.00.**
 - b. **This funding allocation is for actual expenditures.**
 - c. **If a deposit is required for any portion of the funding it will require prior approval from Trillium Health Resources in writing.**
 - d. **Invoices are due by the 10th of the month following the month services were provided. Each invoice shall have an attestation/certification statement that states the following: "I hereby attest or certify that the services reported for payment are correct and have been performed according to the terms of the contract." This statement shall be signed and dated by the CONTRACTEE.**
 - e. **Each invoice shall have the name of the playground.**
 - f. **Invoices will be sent to - Attention: Accounts Payable, at 144 Community College Road, Ahoskie, NC 27910-9320, or accountspayable@trilliumnc.org. Payment shall be made to the CONTRACTEE within thirty (30) days from the receipt date of approved, accurate and complete invoicing.**
 - g. **Invoicing that is received after sixty (60) days from the deadline will not be processed.**
3. It is expressly understood and agreed that in carrying out the services to be performed hereunder:
 - a. The CONTRACTEE shall furnish, at CONTRACTEE's own cost and expense, CONTRACTEE's own materials and supplies required to carry out CONTRACTEE's duties hereunder, except as otherwise expressly provided in paragraph 2 above;
 - b. Any and all other expenses incurred by the CONTRACTEE in performing the required services shall be at the CONTRACTEE's sole cost and expense;
 - c. The CONTRACTEE will work at such times and for such hours as TRILLIUM HEALTH RESOURCES deems necessary for the fulfillment of the contract.
 - d. The CONTRACTEE shall be an independent contractor and not an employee with respect to TRILLIUM HEALTH RESOURCES , and the CONTRACTEE shall have all of the rights and duties, and all of the discretion normally associated with such relationship
 - e. If reimbursement of funds is required by Medicaid, the State of North Carolina or TRILLIUM HEALTH RESOURCES, due to negligent record keeping, or documentation by the CONTRACTEE or a failure by the CONTRACTEE to comply with minimum standards, APSM 30-1, or to follow licensure or accreditation requirements or Medicaid

requirements, the CONTRACTEE will be responsible for the reimbursement of all such funds including administrative overhead within 30 days of notification.4. TRILLIUM HEALTH RESOURCES Trillium Health Resources is required to provide to the CONTRACTEE all pertinent rules, regulations, standards and other information distributed by the Division necessary for the performance of the CONTRACTEE under the terms of the contract. TRILLIUM HEALTH RESOURCES is required to monitor the contract to assure compliance with rules of the Commission, the Secretary and G.S. 122C-142.

5. TERMINATION. This agreement may be terminated under the following circumstances:
- A. TRILLIUM HEALTH RESOURCES may terminate the agreement immediately if funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of TRILLIUM HEALTH RESOURCES for the duration of the contract period. In this situation, any and all of the obligations of the TRILLIUM HEALTH RESOURCES and the CONTRACTEE under this contract shall immediately cease.
 - B. The contract may be terminated immediately by either party with cause upon written notice to the other party and with written documentation to the other party detailing the grounds for termination. TRILLIUM HEALTH RESOURCES agrees to compensate the CONTRACTEE for services performed under this contract prior to the date of termination.
 - C. TRILLIUM HEALTH RESOURCES may terminate this contract immediately upon notice to the CONTRACTEE, without cause, in its sole discretion. TRILLIUM HEALTH RESOURCES agrees to compensate the CONTRACTEE for services performed under this contract prior to the date of termination.
 - D. If this Contract is for a period greater than thirty (30) days, it may also be terminated at any time upon mutual consent of both parties or after thirty (30) days upon notice of termination by one of the contracting parties.
 - E. If a dispute arises between CONTRACTEE and TRILLIUM HEALTH RESOURCES with regard to the terms of this Agreement, and such dispute cannot be resolved by mutual agreement, TRILLIUM HEALTH RESOURCES shall exercise its rights of termination under subparagraph (b) above.
 - F. If time sheet, billing documentation, and notes are not received on deadlines given in paragraph 2 above it will be grounds for termination of this Agreement. NOT APPLICABLE

6. The parties hereto agree that TRILLIUM HEALTH RESOURCES may in its discretion withhold from any or all of the payments made pursuant to paragraph 2 hereof any amounts which TRILLIUM HEALTH RESOURCES deems necessary for compliance with any state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended.
7. The CONTRACTEE and TRILLIUM HEALTH RESOURCES shall indemnify and hold harmless each other and their designated representatives from any and all claims, suits, actions, and liabilities caused by the CONTRACTEE's performance of work pursuant to this agreement.
8. In addition to the foregoing, the following terms and conditions shall be a part of this contract:

CONTRACTEE agrees to acknowledge TRILLIUM HEALTH RESOURCES as the funding source in any brochures, advertising, trainings, or other information distributed to the public. CONTRACTEE should not use the TRILLIUM HEALTH RESOURCES name on any literature without obtaining prior written approval from TRILLIUM HEALTH RESOURCES.
9. This Agreement shall be construed according to and governed by the laws of the State of North Carolina, notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
10. This Agreement contains the entire agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of the Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and according to policy adopted by TRILLIUM HEALTH RESOURCES, CONTRACTEE shall not be restricted to fund balance limitations.
11. CONTRACTEE is responsible for the adoption, assessment, collection and disposition of fees, if applicable, in accordance with G.S. 122C-146.
12. If applicable, equipment purchased with non-unit-cost reimbursement funds, such as startup or special purpose funding, title to assets purchased under the contract in whole or in part rests with TRILLIUM HEALTH RESOURCES so long as that party continues to provide the services which were supported by the contract. If such services are discontinued, disposition of the assets shall occur as approved by the Division. NOT APPLICABLE

13. If applicable, the CONTRACTEE shall provide TRILLIUM HEALTH RESOURCES with consumer records and data about individual consumers for purpose of monitoring, research and study, financial audits of third party payors, research and evaluation. NOT APPLICABLE
14. When applicable, the CONTRACTEE shall make available to TRILLIUM HEALTH RESOURCES its accounting records for the purpose of audit by State authorities and that the party will, when required by general statute or in accordance with the annual Memorandum of Agreement, have an annual audit by an independent certified public accountant and submit to the TRILLIUM HEALTH RESOURCES two (2) copies of the audit report within (90) days of the end of the CONTRACTEE's previous fiscal year, of which one copy shall be forwarded to the Office of the State Auditor at 300 N. Salisbury Street, Raleigh, NC 27603-5903.
15. CONTRACTEE agrees to secure and maintain all appropriate insurance, including worker's compensation, general liability and property damage and agrees to provide TRILLIUM HEALTH RESOURCES with proof of such insurance upon receipt.
16. This contract shall contain no stricken and initialed provisions, other than for correction of minor clerical errors. Any stricken and initialed provisions shall not be deemed removed from this contract, and the contract shall be interpreted as if such provisions had not been stricken. Both parties to the contract must initial corrections of clerical errors.
17. Health Insurance Portability and Accountability Act (HIPAA). The CONTRACTEE and TRILLIUM HEALTH RESOURCES shall be in compliance with the final HIPAA rules and regulations and each party shall provide evidence to the other party of this compliance upon request. The parties hereto specifically agree to amend this Agreement on a timely basis as necessary to comply with any and all laws relating to privacy of healthcare information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If the parties are unable to agree to such amendments, they agree to participate in mediation. If the parties are still unable to agree, the Agreement will terminate in accordance with Section 5 b of the agreement prior to the effective date(s) for compliance with such privacy laws. If applicable the Business Associate Agreement must be signed.

18. Comply with all Confidentiality Rules and Requirements in accordance with N.C.G.S. 122C-51 through 122C-56. The CONTRACTEE agrees to keep these matters confidential and to discuss them with only the appropriate TRILLIUM HEALTH RESOURCES staff member or other professional people designated by TRILLIUM HEALTH RESOURCES. The CONTRACTEE has read and signed the Confidentiality Rules required of Mental Health Centers.

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act, General Statute, 159.

**SIGNATURES FOR TRILLIUM
HEALTH RESOURCES**

SIGNATURES FOR CONTRACTEE

Leza Wainwright, CEO

Donna Mizelle, Director

Date

Date

**Joy Futrell, Vice President,
Business Operations**

Date



AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

I hereby authorize **Trillium Health Resources** to initiate credit entries to my Checking Savings account indicated below and the bank named below, hereinafter called DEPOSITORY, to credit the same to such account, hereinafter called DEPOSITORY, to credit the same to such account.

Depository Bank Name _____

City _____ State _____

Routing No. _____ Account No. _____

This authority is to remain in full force and effect until **Trillium Health Resources** has confirmed receipt of written notification of termination.

Vendor/Provider Name _____

Contact Name: _____

Mailing Address _____

Phone Number: _____ Fax: _____

Date _____ Signed _____

Email address: _____

Please list any additional contacts requiring receipt of email for deposit notifications;

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

REQUIRED - Please attach the following to your completed form;

- Voided check or letter from the depository bank for authorization purposes
- Current W9 Form with signature and date

Return completed form along with required documentation to Elizabeth Helms, Senior Accountant

Email: Elizabeth.Helms@trilliumNC.org

Fax: 252.215.6876 or

Mail: 144 Community College Road, Ahoskie NC 27910

BUDGET AMENDMENT

16-05

		DECREASE			DECREASE
12-0025-4586-02	\$	4,253		12-5380-5399-60	\$ 4,253
		INCREASE			DECREASE
10-0090-4991-99	\$	29,585		10-0025-4586-02	\$ 27,576
					INCREASE
				10-5860-5240-00	\$ 2,000
				10-5860-5399-22	\$ 9

REDUCE BUDGET FROM HCCBG AND REALLOCATE FUNDS (MID-EAST)

		INCREASE			INCREASE
10-5860-5399-95	\$	29,350	EDTAP	10-0025-4586-03	\$ 29,350
12-5380-5399-95	\$	19,566	EDTAP	12-0025-4586-03	\$ 19,566
12-5380-5399-94	\$	7,588	WF	12-0025-4531-10	\$ 7,588
10-6100-5695-20	\$	50,512	RGP	10-0025-4585-04	\$ 50,512

TO SETUP BUDGET FOR ROAP TRANSPORTATION MONEY FROM STATE

		INCREASE			INCREASE
10-6120-5499-89	\$	250,000		10-0025-4431-27	\$ 250,000

TRILLIUM HEALTH RESOURCES GRANT FOR HANDICAP ACCESSIBLE PLAYGROUND

		INCREASE			INCREASE
10-4950-5399-30	\$	1,175	EFNEP	10-0090-4991-99	\$ 6,877
10-4950-5399-32	\$	1,426	ESMMWL		
10-4950-5399-37	\$	284	4H COOK		
10-5860-5399-50	\$	124	2HOT2TROT		
10-5860-5399-05	\$	2,384	SHIIP		
10-6120-5399-15	\$	148	SEN MOVE		
12-5380-5399-95	\$	1,336	EDTAP		

TO BRING OVER UNSPENT GRANT MONEY FROM

- COOP - EXPANDED FOOD & NUTRITION
- COOP - EAT SMART-MOVE MORE
- COOP - 4-H COOKING CAMP
- COA - 2HOT2TROT
- COA - SHIIP
- P/REC - SENIORS ON THE MOVE
- DSS - ROAP MONEY- EDTAP

APPROVED __/__/2015



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-6

DEPARTMENT: N/A

SUBJECT: Consider for approval the letter of support for a Criminal Justice program at Martin Community College

COUNTY MANAGER RECOMMENDATION: N/A

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

It is recommended that the Board approve this item as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY:

N/A



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

October 26, 2015

NC Community College System
Mr. George Fouts, Interim President
200 W. Jones Street
Raleigh, NC 27603

Dear Mr. Fouts,

I am writing to enthusiastically endorse the proposed addition of an Associate Degree Criminal Justice Technology (CJT) program to the curriculum of Martin Community College (MCC).

There are many reasons the addition of this program makes sense for MCC and the communities it serves:

- ❖ The Bertie Correctional Institution (BCI), with an inmate capacity of 1400 (the largest in the region) is in the MCC service area.
- ❖ The BCI is located less than 10 miles from MCC's campus in Windsor.
- ❖ The Bureau of Labor Statistics data from May 2014 stated that the annual wage for a correctional officer in Northeastern NC is \$30,570. According to the NC Rural Center, the 2010 median household income in Bertie County was \$30,586.
- ❖ With prison facilities in Bertie, Hyde, Halifax, Northampton, and Tyrell counties, there are consistent job openings for correctional officers with a 50 mile radius of MCC.
- ❖ The Bureau of Labor Statistic data from May of 2014 states there are 6,160 Protective Services jobs in the Northeastern North Carolina Nonmetropolitan Area (comprised of Beaufort, Bertie, Camden, Carteret, Chowan, Craven, Dare, Gates, Halifax, Hertford, Hyde, Martin, Northampton, Pamlico, Pasquotank, Perquimans, Tyrell, and Washington counties). Thus the need for consistent, affordable and convenient training will remain high.

- ❖ MCC is the only Community College among the six community colleges in Northeastern NC (and one of 10 within NC's 58 community colleges) that does not offer a Criminal Justice Degree program – therefore, the citizens of Martin and Bertie counties (especially Bertie County) have to drive excessive distances to access this training.
- ❖ Bertie County Schools, with which MCC shares an Early College High School, will launch its Public Safety CADET program in January of 2016. Completers of the CADET program will earn credits toward an Associate's degree in criminal justice, which, once earned, will be prepared to begin working as a correctional employee in the NCDPS system.
- ❖ Elizabeth City State University (ECSU) would like to partner with MCC in applying the Criminal Justice Associate Degree credits toward a four year degree.

Thank you in advance for your consideration of this request! As the MCC motto states, we are “building better futures” for our citizens in the Martin and Bertie Counties.

Sincerely yours,

Ronald D. Wesson, Chairman
Bertie County Board of Commissioners



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

RESOLUTION OF SUPPORT FOR MARTIN COMMUNITY COLLEGE TO OFFER AN ASSOCIATE DEGREE IN CRIMINAL JUSTICE TECHNOLOGY

WHEREAS, the mission of the North Carolina Community College System is to open the door to high quality, accessible education opportunities that minimize barriers to post-secondary education, maximize student success and, develop a globally and multi-culturally competent workforce, and improve the lives and well-being of individuals, and Whereas, the Bertie Correctional Institution, with an inmate capacity of 1400 (the largest in the region) is in the MCC service area, and

WHEREAS, the Bertie County Commissioners are committed to providing accessible training and education for its citizens as evidenced by its support and funding for the Martin Community College (MCC) Satellite Campus located in Windsor, which is in MCC's Service Area, and

WHEREAS, the Bertie County Commissioners are committed to work force development, and to providing educational opportunities that will prepare enhance economic development initiatives and prepare its citizens for jobs, and

WHEREAS, the Bertie Correctional Institution is located less than 10 miles from MCC's well-equipped, 12,000 square foot campus in Windsor, and

WHEREAS, the Bertie Correctional Institution is the largest in the region and state and houses over 1400 inmates with a staff of almost 500, and

WHEREAS, The Bureau of Labor Statistics also states there are 6,160 Protective Services jobs in the Northeastern North Carolina Nonmetropolitan Area, which includes Beaufort, Bertie, Camden, Carteret, Chowan, Craven, Dare, Gates, Halifax, Hertford, Hyde, Martin, Northampton, Pamlico, Pasquotank, Perquimans, Tyrrell, and Washington counties, has a great need for consistent, affordable and convenient protective services training that includes Criminal Justice Technology, and

WHEREAS, the Bertie Correctional Institution is in MCC's Service Area, training and education has been provided by MCC since its opening in 2006, and

WHEREAS, the Bertie Correctional Institution has difficulty employing and retaining correctional officer, MCC should provide a Criminal Justice Technology program so that citizens

have the opportunity for an education that prepares them for work at the Bertie Correctional Institution and/or other positions in the Department of Public Safety, and

WHEREAS, data from the May 2014 Bureau of Labor Statistics states that the annual mean wage for a correctional officer in Northeastern NC is \$30,570 and 2010 U.S. Census data places the median household income in Bertie County at \$30,586, and

WHEREAS, Martin Community College is the only college of the six community colleges in Northeastern NC and one of the only 10 within NC's 58 community colleges that does not offer a Criminal Justice Degree program, and

WHEREAS, the Criminal Justice Technology program should be offered by MCC so that citizens in its Service Area have ready access to the program without having to drive excessive distances, and

WHEREAS, Bertie County Schools will launch its pilot Public Safety Cadet program in January 2016 and its students will be able to earn college credit courses in criminal justice at MCC that will enable them to complete an Associate Degree in Criminal Justice Technology, and

WHEREAS, graduates of the Bertie County Schools Cadet Program MCC's Associate Degree in Criminal Justice Technology will be prepare them to begin work as a correctional employee at the Bertie Correctional Institute or in another position within the Department of Public Safety, and

WHEREAS, Elizabeth City State University (ECSU) and MCC are currently discussing a collaboration on a criminal justice degree that would enable graduates of the Bertie High School Cadet Program and MCC's Associate Degree in Criminal Justice to transfer to ESCU to earn a Bachelor's and/or a Master' degree in the criminal justice or public safety field, and

THEREFORE, BE IT RESOLVED, the Bertie County Commissioners enthusiastically endorse the addition of an Associate Degree in Criminal Justice Technology to the curriculum of Martin Community College.

Adopted the **26th** day of **October**, 2015.

Ronald D. Wesson, Chairman
Bertie County Board of Commissioners

Attest:

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-7

DEPARTMENT: N/A

SUBJECT: Offer to purchase surplus property located at 249 White Oak Road – Bertie County Board of Education

COUNTY MANAGER RECOMMENDATION: Recommend to reject the offer.

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

It is recommended that the Board reject the offer to purchase this piece of surplus property.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY:

N/A

BERTIE COUNTY SCHOOLS

P.O. BOX 10
715 US HWY 13 N
WINDSOR, NORTH CAROLINA 27983
PHONE (252) 794-3173 – FAX: (252) 794-9727



Elaine White
Superintendent

BOARD MEMBERS
TARSHA B. DUDLEY, Chair
BOBBY OCCENA, Vice-Chairman
EMMA H. JOHNSON
JO DAVIS JOHNSON
BARRY MCGLONE

October 6, 2015

Scott Sauer
Bertie County Manager
106 Dundy Street
P.O. Box 487
Windsor, NC 27983

Dear Sir:

The Bertie County Board of Education declared the property located on 249 White Oak Road, in Windsor, NC as surplus property at its October 6, 2015 meeting. According to Board policy (9400), “the Board will offer the Board of County Commissioners the first option to obtain the property at a fair market price or at a price negotiated between the two Boards.”

If the Board of County Commissioners is interested in the above property our Board is prepared to negotiate a price with you.

We look forward to hearing from you in the near future. Our best wishes for your continued successful service to our county.

Sincerely,

Elaine White
Superintendent

EW/knc

c: Bertie County Schools



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: C-8

DEPARTMENT: Finance

SUBJECT: Budget Amendments

COUNTY MANAGER RECOMMENDATION: Recommend approval.

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

It is recommended that the Board approve these items as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY:

N/A

BUDGET AMENDMENT

16-05

12-0025-4586-02	\$	DECREASE 4,253	12-5380-5399-60	\$	DECREASE 4,253
10-0090-4991-99	\$	INCREASE 29,585	10-0025-4586-02	\$	DECREASE 27,576
			10-5860-5240-00	\$	INCREASE 2,000
			10-5860-5399-22	\$	9

REDUCE BUDGET FROM HCCBG AND REALLOCATE FUNDS (MID-EAST)

10-5860-5399-95	\$	INCREASE 29,350	EDTAP	10-0025-4586-03	\$	INCREASE 29,350
12-5380-5399-95	\$	19,566	EDTAP	12-0025-4586-03	\$	19,566
12-5380-5399-94	\$	7,588	WF	12-0025-4531-10	\$	7,588
10-6100-5695-20	\$	50,512	RGP	10-0025-4585-04	\$	50,512

TO SETUP BUDGET FOR ROAP TRANSPORTATION MONEY FROM STATE

10-6120-5499-89	\$	INCREASE 250,000	10-0025-4431-27	\$	INCREASE 250,000
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TRILLIUM HEALTH RESOURCES GRANT FOR HANDICAP ACCESSIBLE PLAYGROUND

10-4950-5399-30	\$	INCREASE 1,175	EFNEP	10-0090-4991-99	\$	INCREASE 6,877
10-4950-5399-32	\$	1,426	ESMMWL			
10-4950-5399-37	\$	284	4H COOK			
10-5860-5399-50	\$	124	2HOT2TROT			
10-5860-5399-05	\$	2,384	SHIIP			
10-6120-5399-15	\$	148	SEN MOVE			
12-5380-5399-95	\$	1,336	EDTAP			

TO BRING OVER UNSPENT GRANT MONEY FROM

COOP - EXPANDED FOOD & NUTRITION

COOP - EAT SMART-MOVE MORE

COOP - 4-H COOKING CAMP

COA - 2HOT2TROT

COA - SHIIP

P/REC - SENIORS ON THE MOVE

DSS - ROAP MONEY- EDTAP

APPROVED __/__/2015

P





Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: D-1

DEPARTMENT: Planning & Inspections

SUBJECT: Review and consider municipal requests for litter, solid waste and other code enforcement

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Consider requests from municipality to assist with enforcement of County ordinances which have been duly adopted by the Town(s)

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

- Review Junkyard & Abandoned Motor Vehicles Ordinance
- Review Solid Waste Management Ordinance – Section III – storage and disposal on private property

ATTACHMENTS: Yes, Kelford correspondence, and draft inter local agreement.

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

Town of Kelford

Post Office Box 97

Kelford, N. C. 27847

October 5, 2015

Bertie County Board of Commissioners
Bertie County Manager Office
106 Dundee Street
Post Office Box 530
Windsor, NC 27983

Bertie County Board of Commissioners:

The Town of Kelford is requesting Barry Anderson's assistance with several issues within the Town limits.

The Board for the Town of Kelford has voted and approved to adopt Bertie County Ordinances for Litter Management.

The Board appreciates your help and cooperation in this matter.

Thank you,




Mayor, Bailey N. Parker




Commissioner, James Bland



Commissioner, Wayne Bland



Commissioner, John T. Eaton



Commissioner, Timothy W. Emory

**AN ORDINANCE TO AMEND
THE BERTIE COUNTY JUNKYARDS & ABANDONED MOTOR VEHICLES ORDINANCE**

Be it ordained by the Board of Commissioners of the County of Bertie, by authority of the North Carolina General Statute 153A-323 and after providing all required public notice and public hearings, that said Board of Commissioners does hereby amend the ordinance known as the Bertie County Junkyards and Abandoned Motor Vehicles Ordinance by making the following changes and additions:

1. ARTICLE I, Sections 103.2, 103.6, 103.10, and 103.17 changes the term "establishment" and "place of business" to the term "place";
2. ARTICLE I, Section 103.10 shall replace the last sentence with "Also, a junkyard is any real property in Bertie County upon which 'junk', as defined in Section 103.8, is stored or kept for a period of 15 days or more.";
3. ARTICLE II, Section 202.1 shall be rewritten as follows: "This prohibition shall not apply to the residence or homes of the owner of a junkyard or automobile graveyard which has been registered pursuant to the provisions of this Ordinance.";
4. ARTICLE II, Section 203.2 shall remove the words "considered to be" from the last sentence;
5. ARTICLE II, Section 205.1 shall be rewritten as follows: "All owners, operators, or maintainers of motor vehicles graveyards and junkyards existing at the effective date of this Ordinance shall register the same with the Bertie County Planning and Inspections Department within a period of thirty (30) days from the effective date of this Ordinance. All existing motor vehicle graveyards or junkyards that have not been registered within thirty (30) days of the effective date of this Ordinance shall be in violation of the provisions of this Ordinance.";
6. ARTICLE IV, Section 401, fourth paragraph shall change the term " prior to" to the term "before"; and
7. ARTICLE IV, Section 403 shall be rewritten as follows: "This Ordinance took effect and was enforced as of the 5th day of June, 2006 and the Ordinance as amended shall take effect and be enforced as of the 19th day of February, 2007."

ALL ARTICLES affected by the above amendments have been duly changed.

This ordinance shall be in full force and effect from this the 19TH DAY OF FEBRUARY, 2007.

The foregoing Ordinance was introduced by Commissioner Charles Smith and seconded by Commissioner Norman Cherry, Sr.. The Ordinance was adopted by the unanimous vote of all five County Commissioners on the 19th day of February.



Rick Harrell, Chairman
Bertie County Board of Commissioners

(Seal)



Misty J. Edwards, Clerk to the Board

**INTERLOCAL AGREEMENT
BETWEEN BERTIE COUNTY AND THE TOWN OF ROXOBEL
FOR ENFORCEMENT OF THE SOLID WASTE MANAGEMENT ORDINANCE**

This Interlocal Agreement, made and entered into this the ____ day of _____, 20___, by and between the Town of Roxobel, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part, hereinafter referred to as the TOWN and Bertie County, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part, hereinafter referred to as the COUNTY;

WITNESSETH:

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statute 160A-461, hereby covenant, contract, and agree as follows:

1. The TOWN hereby contracts with the COUNTY to use the services of the Planning & Inspections Department of the COUNTY to administer the TOWN'S Solid Waste Management Ordinance within the corporate limits of the TOWN upon request or complaint by the TOWN.
2. The TOWN'S Solid Waste Management Ordinance, which includes the same regulations as the COUNTY'S Solid Waste Management Ordinance, has been adopted by the TOWN, and through execution of this Interlocal Agreement, as well as by Resolution of the TOWN'S Governing Board, and the same shall apply within the corporate limits and extraterritorial jurisdiction of the TOWN. After the date of this agreement, any amendments made to the Solid Waste Management Ordinance of either the TOWN or COUNTY will require a review by both the TOWN and the COUNTY at that time to determine if a new agreement is necessary.
3. Site investigations will take place only upon request by the TOWN. The services of the Bertie County Planning and Inspections Department shall be performed at no cost to the TOWN. However, should any claims of any type arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs, and attorney's fees resulting from any action brought against County, its employees, agents, contractors and Commissioners arising as a result of the services performed on behalf of the TOWN that are the subject of this Agreement.
4. All fees and charges associated with administering the Solid Waste Management Ordinance as adopted by the Board of County Commissioners, shall be collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the TOWN.
5. On behalf of the TOWN, the Bertie County Planning and Inspections Department will use the same degree of effort to enforce the Solid Waste Management

Ordinance as it does for the County, except that if any civil or criminal action becomes necessary to enforce the same, the TOWN shall bring any legal action as may be required to enforce said Ordinance, upon written notice from the Bertie County Planning and inspections Department of such violations.

6. This Agreement shall continue until such time as either the TOWN or COUNTY resolves to terminate the Agreement and gives six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.
7. This Agreement may only be modified in writing and executed by both parties.
8. The effective date of this Interlocal Agreement shall be _____, 20__.

IN WITNESS WHEREOF, the Town of Roxobel has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Bertie County has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

TOWN OF ROXOBEL

By _____
Gary T. Johnson, Mayor

ATTEST _____
Evelyn Humerickhouse, Clerk

BERTIE COUNTY

By _____
Ronald D. Wesson, Chairman
Bertie County Board of Commissioners

ATTEST _____
Sarah S. Tinkham, Clerk

BERTIE COUNTY

SOLID WASTE MANAGEMENT ORDINANCE

SECTION I. PURPOSE & STATUTORY AUTHORITY

The purpose of this ordinance is to regulate the storage, collection, transportation, use disposal and other disposition of solid wastes in Bertie County. This ordinance is adopted pursuant to the authority contained in G.S. 153A 121, 153A-132.1, and 153A-136.

SECTION II. DEFINITIONS

The following definitions apply in the interpretation and enforcement of this ordinance.

- A. **BOARD:** Board of Commissioners of Bertie County
- B. **BULKY WASTE:** Large items of solid waste such as household appliances, furniture, automobiles, large auto parts, trees, branches, leaves, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing or disposal methods
- C. **COLLECTION:** The act of removing solid wastes from a point of generation to a central storage point or to a disposal site
- D. **COMMERCIAL SOLID WASTE:** Solid wastes generated by stores, offices, restaurants, warehouses, and other nonmanufacturing activities
- E. **CONSTRUCTION AND DEMOLITION WASTE:** Waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures
- F. **DIVISION OF SOLID WASTE MANAGEMENT:** Division of Solid Waste Management of North Carolina Department of Environment, Health and Natural Resources
- G. **GARBAGE:** All putrescible solid wastes, including food wastes and food containers, animal and vegetable matter, animal offal, carcasses, and recognizable industrial by-products, but excluding sewage and human wastes

- H. **HAZARDOUS WASTES:** Wastes, or a combination of wastes, in a solid, liquid, contained gaseous, or semisolid form that may cause, or contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, taking into account the toxicity of such waste, its persistence and degradability, its potential for accumulations or concentration in tissue, and other factors that may otherwise cause or contribute to adverse acute or chronic effects on the health of persons or other organisms
- I. **INDUSTRIAL SOLID WASTE:** Solid wastes generated by industrial processes and manufacturing
- J. **INFECTIOUS WASTE:** (1) Equipment, instruments, utensils, and formites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must therefore, be isolated as required by public health agencies; (2) laboratory wastes, such as pathological specimens (e.g., all tissues, specimens of blood elements, excreta, and secretions from patients or laboratory animals) and disposable formites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; (3) surgical operating room pathologic specimens and materials from outpatient areas and emergency rooms
- K. **INSTITUTIONAL SOLID WASTE:** Solid wastes generated by educational health care, correctional, and other institutional facilities
- L. **PERSON:** Any individual, firm, partnership, corporation, association, governmental unit or agency, or other legal entity
- M. **RADIOACTIVE WASTE:** Any wastes that emit ionizing radiation spontaneously
- N. **REFUSE:** Solid wastes, excluding garbage and ashes, collected from residences, commercial establishments, and institutions
- O. **SOLID WASTE:** Hazardous or non-hazardous garbage, refuse, sludge from a waste treatment plan, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. The term does not include:
- (a) Fowl and animal fecal waste;
 - (b) Solid or dissolved material in
 - (i) Domestic sewage and sludges generated by the treatment thereof in sanitary sewage;
 - (ii) Irrigation return flows; and

- (iii) wastewater discharges and the sludges incidental thereto and generated by the treatment thereof which are point sources subject to permits granted under section 402 of the Clean Water Act, as amended (P.L. 92-500), and permits granted under G.G. 143-215.1 by the Environmental Management Commission;
 - (c) Oils and other liquid hydrocarbons controlled under Article 21A of chapter 143, North Carolina General Statutes;
 - (d) Any radioactive material as defined by the North Carolina Radiation Protection Act, G.S. 104E-1 through G.S. 104E-23; or
 - (e) Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through G.S. 74-68, and regulated by the North Carolina Mining commission
- P. **SOLID WASTE COLLECTOR:** Any person who collects, transports, or disposes of solid wastes for compensation, other than one who removes refuse or solid waste from his own premises
- Q. **SOLID WASTE DISPOSAL SITE:** A location at which solid wastes are disposed of by incineration, sanitary landfill, or other approved method
- R. **SOLID WASTE RECEPTABLE:** Large container used for the temporary storage of solid wastes and capable of being emptied into collection vehicles or emptied at a solid waste disposal site

SECTION III. STORAGE AND DISPOSAL

- A. No owner, occupant, tenant or lessee of any property may deposit, store, or permit to accumulate any solid wastes upon his property that is not stored or disposed of in a manner prescribed by this ordinance.
- B. The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid wastes from his property at least once each week (7-day period).
- C. Garbage shall be stored only in a container that is durable, rust resistant, nonabsorbent, watertight, and easily cleaned, with a close-fitting, fly-tight cover in place. Each container shall be kept clean so that not odor or other nuisance condition exists.
- D. Refuse shall be stored in a manner that will not provide harborage to rodents and vermin and will not create a fire hazard.
- E. No owner, occupant, tenant, or lessee of a building or dwelling, other than a licensed junk dealer, may place or leave, or cause to be placed or left, outside the building or dwelling any bulky wastes for longer than 72 hours.

- F. No owner, occupant, tenant, or lessee of a building or dwelling may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an air-tight door without first removing the door.
- G. Solid waste shall be disposed of only in one of the following ways:
 1. In a sanitary landfill approved by the Division of Solid Waste Management;
 2. In an incinerator that has all required local, state, and federal air pollution control permits;
 3. A householder may dispose of solid wastes generated at his own residence on his property in a manner approved by the health director;
 4. By any other method, including reclamation and recycling processes that have been approved by the Division of Solid Waste Management;
- H. In addition to the methods listed in SECTION III.G., above, solid wastes, except those not subject to disposal at the landfill, as defined in SECTION IV, may be disposed of in solid waste receptacles provided by the county.
- I. Construction and demolition wastes may be disposed of at sites designed for that purpose as approved by the Division of Solid Waste Management.
- J. Infectious, hazardous, and radioactive wastes shall be disposed of according to written procedures approved by the Division of Solid Waste Management.
- K. Any person collecting and transporting solid wastes generated on his property for disposal at an approved disposal site shall comply with SECTIONS VI.F.1 AND 2 of this ordinance.
- l. Tires shall be disposed of at designated scrap tire disposal sites upon the payment of the appropriate scrap tire disposal fee. The Bertie County Landfill has a special section designated as the scrap tire disposal site and is available for "in-county scrap tires".

SECTION IV. LANDFILL MANAGEMENT

The sanitary landfill of Bertie County may be used for the disposal of solid wastes generated within Bertie County during the regular hours of operation of the

landfill. Solid wastes shall be disposed of at the landfill in a manner and according to the procedures required by the Solid Waste Supervisor or his representative.

- A. The following wastes may not be disposed of in the landfill:
1. Bulky wastes;
 2. Construction and demolition wastes;
 3. Radioactive wastes;
 4. Tires;
 5. Infectious wastes;
 6. Sludges and other semi-solid fluids;
 7. Hazardous wastes;
 8. Burning or smoldering materials, or any other materials that could create a fire hazard;
 9. Automobile, truck, or other motor vehicle bodies;
 10. Metal drums of more than 30 gallon capacity unless the top and bottom have been removed.

SECTION V. SOLID WASTE RECEPTACLES

Solid waste receptacles are maintained at selected sites throughout the county for the convenience of Bertie county residents and shall be used only by residents of Bertie County. Solid wastes may be deposited in the solid waste receptacles only in accordance with the provisions of this ordinance.

- A. All solid wastes shall be deposited inside the solid waste receptacle. No solid waste may be left at the disposal site outside the receptacle.
- B. Commercial, industrial, and institutional solid wastes or trailer parks, apartment complexes, etc. producing over five (5) cubic yards of waste in any one day may not be deposited in solid waste receptacles.
- C. Solid waste collectors shall not use solid waste receptacles.
- D. The following wastes may not be deposited in solid waste receptacles:

1. Hazardous wastes;
 2. Liquid wastes;
 3. Infectious wastes;
 4. Radioactive wastes;
 5. Bulky wastes;
 6. Tires;
 7. Construction and demolition wastes;
 8. Seafood residues;
 9. Animal/fowl carcasses; and
 10. Burning or smoldering materials, or any other materials that could create a fire hazard.
- E. No person may remove any item from a solid waste receptacle, climb on or into a receptacle, or damage any receptacle.

SECTION VI. LICENSING of SOLID WASTE COLLECTIONS

- A. No person shall engage in business as a solid waste collector except under a license issued by Bertie County pursuant to this ordinance.
- B. Applications for licenses to engage in the business of solid waste collector shall be filed with the County Manager on forms furnished by the county. The application shall be accompanied by a twenty-five dollar (\$25) processing fee. The applicant shall furnish the following information:
1. Name and address of the applicant and whether a sole proprietorship, corporation, or partnership, with disclosure of the ownership interests;
 2. A list of the equipment possessed, available, or to be obtained by the applicant;
 3. Number of employees the applicant expects to use in the business;
 4. Experience of the applicant in solid waste collection;

5. Balance sheet or equivalent financial statement as of the close of the applicant's last business year, showing the net worth of the business;
 6. Planned routes and areas of the county the applicant expects to serve;
 7. Schedule of fees the applicant plans to charge; and
 8. Proof of adequate insurance including, but not limited to, workmen's compensation, general liability and automobile liability.
- C. Before issuing a license pursuant to this section, the County Manager shall inspect or cause to be inspected all facilities and equipment the applicant plans to use in the solid waste collection business.
- D.
1. The County Manager may issue the applicant a license only when he finds that the applicant's facilities, equipment, and proposed operating methods are in compliance with this ordinance and that the applicant will perform solid waste collection in an efficient and sanitary manner. A condition of the license shall be that the licensee shall serve every person who contracts with him for solid waste collection in such a manner that the licensee does not cause the person to be in violation of this ordinance.
 2. If the County Manager denies an applicant a license, the applicant may appeal the decision to the Board of County Commissioners by giving written notice of appeal to the County Manager within ten (10) days of receipt of the County Manager's denial of license. After a hearing on the appeal, the Board shall either affirm the denial or direct the County Manager to issue the license.
 3. A license shall be valid for a period of one year from the date of issuance.
- E. A licensee shall submit a report every six (6) months to the County manager containing the following information:
1. Total number of customer;
 2. Number of customers added or deleted since last report;
 3. Changes in routes;
 4. New and replacement equipment; and

5. Any other information required by the County Manager and pertinent to the solid waste collection business.
- F.
1. Vehicles and containers used for the collection and transportation of solid wastes shall be covered, leakproof, durable, and easily cleanable. They shall be cleaned as often as necessary to prevent a nuisance and insect breeding and shall be maintained in good repair. Vehicles shall display in letters at least three (3) inches high the name and address of the licensee, the cubic yardage of the vehicle and the license number assigned by the county.
 2. Vehicles and containers used for the collection and transportation of solid wastes shall be loaded and moved in such a manner that the contents will not fall, leak or spill and shall be covered to prevent the blowing of materials. If spillage or leakage should occur, the material shall be recovered immediately by the licensee and returned to the vehicle or container, and the area properly cleaned.
- G. When the County Manager finds that a licensee has violated this ordinance or the conditions of his license, he shall give the licensee written notice of the violation and inform him that if another violation occurs within thirty (30) days, or in the case of a continuing violation if it is not corrected within ten (10) days, the license will be revoked. If another violation occurs within the thirty (30) day period, or if the continuing violation is not corrected within ten (10) days, the County Manager shall give the licensee written notice that his license is revoked. Upon receipt of the revocation, the licensee shall stop collecting, transporting, or disposing of solid wastes. The County Manager may reinstate a revoked license after the revocation has been in effect for thirty (30) days if he finds that the conditions causing the violation have been corrected. A licensee whose license has been revoked may appeal the revocation to the Board of County Commissioners by giving written notice of appeal to the County manager within ten (10) days of receiving notice of revocation from the County Manager. After a hearing on the appeal, the Board shall either affirm the revocation or direct the County Manager to reinstate the license.
- H. The Board of County Commissioners shall set or approve all fees charged by solid waste collectors. The Board may classify fees according to whether residential, commercial, institutional, or industrial customers are served, so that reasonable compensation may be provided in accordance with the public interest. Fee schedules may be amended by the Board from time to time
- I. No license issued pursuant to this ordinance shall be assignable.

SECTION VIII. PENALTIES

Any person violating this ordinance shall be guilty of a misdemeanor punishable by a fine not to exceed fifty dollars (\$50) or imprisonment for not more than thirty (30) days, or both. Each day's continuing violation shall be a separate and distinct offense.

Approved this the 2nd of July, 1990.

The above is a true and accurate copy

A handwritten signature in cursive script, appearing to read "John E. Whitehurst", written over a horizontal line.

John E. Whitehurst
County Manager/Clerk

JUNKYARDS & ABANDONED MOTOR VEHICLES ORDINANCE



Bertie County
North Carolina

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WHEREAS, the Bertie County Board of Commissioners declares that automobile graveyards, junkyards and junked or abandoned vehicles in proximity to public or private roads and residential areas are patently offensive to the dignity and aesthetic quality of the environment in Bertie County unless at least partially obscured from view by appropriate fencing or a combination of fencing and vegetation; and

WHEREAS, this Board declares that Automobile Graveyards, Junkyards and Junked or Abandoned Vehicles in proximity to public or private roads, residential areas and schools pose an inherently dangerous threat to the health, safety and welfare of the citizens, residents and school children in close proximity thereto unless sufficiently enclosed and surrounded by a substantial fence or wall, because of the hazard of fire, water pollution, the possible entrapment of children and others in areas of confinement such as vehicle trunks and compartments and the possibility of injury to persons, especially children, resulting from said persons coming into contact with metal, glass and other rigid materials; and

WHEREAS, this Board finds regulatory restraint and prohibition of abandonment of junked motor vehicles and junkyards are necessary and desirable to promote or enhance community, neighborhood or area appearance; public safety and health; and

WHEREAS, the authority to enact such regulations is granted to the County of Bertie pursuant to North Carolina General Statutes 153A-132 and 153A-132.2.

NOW, THEREFORE, the Board of Commissioners of Bertie County, North Carolina does order and ordain the following:

ARTICLE I INTRODUCTION

SECTION 101 TITLE

This Ordinance shall be known and may be cited as the Bertie County Junkyards and Abandoned Motor Vehicles Ordinance.

SECTION 102 PURPOSE

The purposes and objectives for which this Ordinance is passed include the following:

- 102.1 To protect the citizens and residents of Bertie County from inherently dangerous automobile graveyards and junkyards.
- 102.2 To preserve the dignity and aesthetic quality of the environment in Bertie County.
- 102.3 To preserve the physical integrity of land in close proximity to churches, schools, and residential areas.
- 102.4 To achieve responsible economic growth in areas of Bertie County that is compatible with growth and development in nearby areas.

102.5 To protect Bertie County's water quality and environment.

SECTION 103 DEFINITIONS

For the purpose of this Ordinance, certain words or terms used herein shall be defined as follows:

- 103.1 **Abandoned Motor Vehicle** – is one that:
- (a) Is left on public grounds or county-owned property in violation of a law or Ordinance prohibiting parking; or
 - (b) Is left for longer than 24 hours on property owned or operated by Bertie County; or
 - (c) Is left for longer than two hours on private property without the consent of the owner, occupant, or lessee of the property; or
 - (d) Is left for longer than seven days on public grounds.
- 103.2 **Automobile Graveyard** – any place which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or for motor vehicle parts; any establishment or place of business upon which six (6) or more unlicensed, used motor vehicles which cannot be operated under their own power are kept or stored for a period of fifteen (15) days or more.
- 103.3 **Body Shop** – see term garage.
- 103.4 **Church or Synagogue** – tax-exempt building used for nonprofit purposes by a recognized and legally established sect for the purpose of worship, including educational buildings when operated by such church or synagogue.
- 103.5 **Farm** – singularly or jointly owned land parcel or contiguous parcels on which agricultural operations are conducted as the substantial use. Agricultural operations include but are not limited to cultivation of crops, the husbandry of livestock, and forestry.
- 103.6 **Garage** – any place which is maintained and operated for the primary purpose of making mechanical and/or body repairs to motor vehicles, which is not used to store more than five (5) motor vehicles that are not capable of being driven under their own power and are not being restored to operable condition, regardless of the length of time that individual motor vehicles are stored or kept at such property. This term includes the terms "Body Shop" and "Service Station".
- 103.7 **Health or Safety Nuisance** – a motor vehicle may be declared a health or safety nuisance when it is found to be:
- (a) A breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests; or

- (b) A point of heavy growth of weeds or other noxious vegetation over eight (8) inches in height; or
 - (c) A point of concentration of gasoline, oil, or other flammable or explosive materials; or
 - (d) So located that there is a danger of the vehicle falling or turning over; or
 - (e) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces of metal, glass, or other rigid materials.
- 103.8 **Junk** – old or scrap copper, brass, rope, rags, batteries, paper, plastic, trash, rubber or junked, dismantled or wrecked motor vehicles or parts thereof, iron, steel, and other old scrap ferrous or non-ferrous materials, appliances and in-operable boats.
- 103.9 **Junked Motor Vehicle** – a vehicle that does not display a current license plate and that:
- (a) Is partially dismantled or wrecked; or
 - (b) Cannot be self-propelled or moved in the manner in which it originally was intended to move; or
 - (c) Is more than five years old and appears to be worth less than one hundred dollars (\$100.00).
- 103.10 **Junkyard** – any place, which is maintained, operated, or used for storing, keeping, building, or selling junk, or for maintenance or operation of a motor vehicle graveyard. Also, a junkyard is any real property in Bertie County upon which "junk" as defined in Section 103.8 is stored or kept for a period of 15 days or more.
- 103.11 **Junkyard Control Act** – North Carolina General Statutes 136-141 through 155 (Article 12) which delegate to the North Carolina Department of Transportation the responsibility to regulate "junkyards" and "automobile graveyards" located on interstate and federal aid primary system highways.
- 103.12 **Motor Vehicle** – any machine designed or intended to travel over land, sea or air by self-propulsion or while attached to any self-propelled vehicle, i.e. trailer, travel trailer.
- 103.13 **Private Road** – a dedicated right-of-way or an ingress and egress easement intended for the public use, with a width of forty-five (45) feet, or more containing a roadway which provides or is used by the general public but is not maintained by N.C. Department of Transportation or any municipality in Bertie County.

- 103.14 **Public Road** – any road or highway which is designated and maintained by the North Carolina Department of Transportation as part of the State Highway System, whether primary or secondary, paved or unpaved.
- 103.15 **Residence** – a home, manufactured home, an apartment, a group of homes, or single room occupied or intended for occupancy as a separate living quarters for one or more persons.
- 103.16 **School** – any public or private institution for the teaching of children under eighteen years of age which is recognized and approved by the North Carolina Board of Education or other appropriate licensing board.
- 103.17 **Service Station** – any place which is maintained and operated for the primary purpose of making retail sales of fuels, lubricants, air, water and other items for the operation and routine maintenance of motor vehicles, and/or for making mechanical repairs, servicing and/or washing of motor vehicles and which is not used to store more than five (5) motor vehicles that are not capable of being driven under their own power and are not being restored to operable conditions, regardless of the length of time that individual motor vehicles are stored, or kept at such property.
- 103.18 **Unzoned area** – an area or portion of Bertie County where no zoning regulations are in effect by the county or any municipality.
- 103.19 **Vectors** – any organism that carries disease-causing micro-organisms from one host to another (e.g. rats, mosquitoes, etc.).
- 103.20 **Visible** – capable of being seen without visual aid by a person of normal visual acuity.

SECTION 104 JURISDICTION

The regulations contained herein as provided in N.C.G.S. 153A-121 shall govern all territory within Bertie County, North Carolina, outside of the incorporated jurisdiction of any municipality.

**ARTICLE II
ENFORCEMENT AND REGULATION**

SECTION 201 ADMINISTRATION

The Bertie County Planner and his/her assistants will be the primary investigating officers under this Ordinance. The Bertie County Planning and Inspections Department shall be responsible for the administration and enforcement of this Ordinance. The Sheriff's Department shall be responsible for administering the removal and disposition of vehicles determined to be abandoned on any public or private road within the county and on property owned by the county. The Sheriff's Department will also be responsible for the enforcement of this Ordinance on privately owned property, on property owned by Bertie County and on property within any public or private road as defined in Section

103. The Planning and Inspections Department shall provide the Sheriff's Department with notification of the violation. The Sheriff's Department shall then provide notification to any violator of any violation under this Ordinance and such violator shall be given thirty (30) days from the time of such notice to bring the matter into compliance with this Ordinance. The Bertie County Planning and Inspections Department shall be responsible for administering all other provisions of this Ordinance.

Any appropriate county investigating officer having probable cause to suspect a violation of this Ordinance may, upon presentation of proper credentials, enter onto any premises within the county's jurisdiction at any reasonable hour in order to determine if there is a violation of this Ordinance.

The county may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles and junked motor vehicles in compliance with this Ordinance and applicable state laws.

Nothing in this Ordinance shall be construed to limit the legal authority or power of officers of the Sheriff's Department or any other County Department in enforcing other laws or otherwise carrying out their duties.

SECTION 202 PROHIBITIONS

- 202.1 It shall be unlawful after the effective date of this Ordinance for any person, firm, corporation or other entity, to begin operation in any unincorporated area of Bertie County a junkyard or automobile graveyard within three hundred (300) feet of any right-of-way of any public or private road, or one thousand (1,000) feet of a school, church or home. (This prohibition shall not apply to the residence or home of the owner of the junkyard or automobile graveyard.)
- 202.2 After the effective date of this Ordinance, the operation of any pre-existing junkyard or automobile graveyard in any unincorporated area of Bertie County shall be unlawful except as provided in Section 203, 204 and 205 of this Ordinance.
- 202.3 After the effective date of this Ordinance, a junked motor vehicle shall be permitted only in registered motor vehicle graveyards or junkyards as provided in Sections 205 and 206, or placed within an enclosed building.

SECTION 203 EXCEPTIONS

- 203.1 This Ordinance shall not apply to bona fide service stations, body shops and garages as defined by this Ordinance.
- 203.2 This Ordinance shall in no way regulate, restrict, prohibit, or otherwise deter any bona fide farm as defined by this Ordinance and its related uses. Equipment, devices, appliances and other materials normally not used to plant, cultivate, harvest or transport crops, produce or seed to and/or from the farm are not exempt under this section or Ordinance.

- 203.3 Any expansion to a pre-existing motor vehicle graveyard or junkyard area shall be considered a new establishment, and as such, the entire site shall conform to the requirements of Section 202.

SECTION 204 DESIGN STANDARDS

All new junkyard and/or automobile graveyards established in accordance with Section 202 and all pre-existing motor vehicle graveyards and junkyards shall be operated and maintained subject to conformance with the following criteria.

- 204.1 A junkyard or motor vehicle graveyard shall be surrounded by a solid fence eight (8) feet in height or by an evergreen vegetative fence which is four (4) feet high at planting but which will grow to a height of eight (8) feet within five (5) years of the date of planting.

If solid fence is installed, it must provide a visual barrier from all public and private roads and from all homes and buildings of adjoining landowners and it must have a planting of vegetation as follows:

Evergreen trees shall be planted on the outbound side of the fence on any side of the junkyard or motor vehicle graveyard that is visible from any public or private road or from any home or building or an adjoining landowner. All such trees shall be contiguous to, and not more than five (5) feet from the fence. The trees shall have a minimum height of four (4) feet when planted and shall be planted at evenly spaced intervals of every ten (10) feet.

If an evergreen vegetative fence alone is installed, it must provide, within five (5) years of installation, an eight (8) foot high, continuous, visual barrier from all public and private roads and from all homes and buildings of adjoining landowners.

No junk shall be stacked higher than eight (8) feet in height and no junk shall be stacked, stored, collected, or otherwise placed so that it is visible through the required solid or vegetative fences.

Each owner, operator or maintainer of a junkyard or motor vehicle graveyard to which this Ordinance applies shall utilize good husbandry techniques, for example, pruning, mulching and proper fertilization, so that the vegetation can reach a height of eight (8) feet within five (5) years of the date planted and will have a maximum density and foliage. Dead or diseased vegetation shall be replaced at the next appropriate planting time.

The Bertie County Planning and Inspections Department shall be available to assist the owner, operator, or maintainer of a junkyard or motor vehicle graveyard, in the formation of plans for said fencing and/or vegetation.

- 204.2 All operations, equipment, junk and/or inoperable motor vehicles shall be kept within the confines of said fence at all times unless in motion by transportation to and from the site.

SECTION 205 STANDARDS FOR EXISTING JUNKYARDS AND MOTOR VEHICLE GRAVEYARDS AT THE EFFECTIVE DATE OF THIS ORDINANCE

205.1 All owners, operators, or maintainers of motor vehicles graveyards and junkyards existing at the effective date of this Ordinance shall register the same with the Bertie County Planning and Inspections Department within a period of thirty (30) days from the effective date of this Ordinance. All existing motor vehicle graveyards or junkyards that have not been registered within thirty (30) days of the effective date of this Ordinance shall be in violation of the provisions of this Ordinance.

205.2 All existing motor vehicle graveyards or junkyards, at the effective date of this Ordinance, must install an evergreen, vegetative fence/barrier which is a minimum of four (4) feet high at planting and will grow to a height of eight (8) feet within five (5) years of the date of planting. This evergreen, vegetative fence or barrier must provide, within five (5) years of installation, an eight (8) foot high, continuous, visual barrier from all public and private roads and from all homes and buildings of adjoining landowners.

SECTION 206 REGISTRATION OF NEW MOTOR VEHICLE GRAVEYARDS OR JUNKYARDS

The owner, operator, or maintainer of any new motor vehicle graveyard or junkyard and/or expansion thereof shall be established in accordance with the provisions of this Ordinance. All new motor vehicle graveyards or junkyards shall be registered by submittal of a registration application to the Bertie County Planning and Inspections Department, and shall not begin operation until issued a Certificate of Compliance that all applicable provisions of this Ordinance have been satisfied. Failure to obtain a Certificate of Compliance shall constitute a violation of this Ordinance for any motor vehicle graveyard or junkyard that has begun operation.

**ARTICLE III
JUNKED OR ABANDONED MOTOR VEHICLES**

SECTION 301 REMOVAL OF JUNKED OR ABANDONED VEHICLES

Bertie County may require the removal of junked or abandoned motor vehicles from public grounds or private property upon a finding that such removal is necessary and desirable to promote or enhance community, neighborhood, or area appearance or to abate public health or safety nuisances. Nothing in this section shall be construed to authorize the county to require the removal or disposal of a motor vehicle kept or stored in a bona fide motor vehicle graveyard, junkyard, body shop, or garage as defined in Section 103, in compliance with the definition and the applicable provisions of this Ordinance. In addition, this Ordinance shall not be construed to authorize the county to require the removal or disposal of any motor vehicle that is driven on a regular basis for business or personal use.

Bertie County shall, whenever possible, provide to the owners of junked or abandoned motor vehicles which must be removed, the names of establishments which will remove the vehicle(s) at no charge to the owner.

SECTION 302 ORDER TO REMOVE

Any order to remove a junked or abandoned motor vehicle shall be in writing, signed by the investigating officer and sent by first class mail with proper postage affixed to the registered owner and/or lien holder(s) of said motor vehicle as shown by the records of the N.C. Division of Motor Vehicles or served by Bertie County Sheriff's Department. If the Division of Motor Vehicles has no record of the vehicle's ownership, then the notice shall be mailed to the owner of the property where said motor vehicle is located according to the records of the Bertie County Tax Assessor's Office.

The investigating officer shall obtain the ownership information in written form from the Division of Motor Vehicles or the County Assessor's Office. Removal of the motor vehicle(s) shall be required within thirty (30) days of the date of the written order.

If after receiving an order to remove a junked or abandoned motor vehicle the owner fails to remove such vehicle, the county may cause the vehicle to be removed to a storage garage or area. Such removal shall be undertaken in accordance with N.C. General Statute Article 7A, Chapter 10. (SEE APPENDIX)

SECTION 303 DISPOSAL BY COUNTY

After holding a junked or abandoned motor vehicle for thirty (30) days after the day the vehicle is removed, Bertie County may sell or dispose of it as follows:

- 303.1 If the vehicle appears to be worth less than one hundred (\$100.00) dollars, the county may dispose of the vehicle as a junked motor vehicle. With the written consent of the owner, the county may remove and dispose of a motor vehicle as a junked motor vehicle without regard to the value, condition, or age of the vehicle and without holding it for any prescribed period of time.

- 303.2 If the vehicle appears to be worth one hundred (\$100.00) dollars or more, it shall be sold at public auction. The county shall give twenty (20) days written notice of the sale to the registered owner at his last known address, to each holder of a lien against the vehicle, and to the Division of Motor Vehicles. Any person having an interest in the vehicle may redeem it at any time before the sale by paying all costs accrued to date. The proceeds of the sale shall be paid to the County Finance Officer, who shall pay to the appropriate officers or persons the cost of removal, storage, investigation, sale, and liens, in that order. The remainder of the proceeds of the sale, if any, shall be paid over to the registered owner, or held by the county for sixty (60) days if the registered owner cannot be located with reasonable diligence. If the owner does not claim the remainder of the proceeds within sixty (60) days of the day of the sale, the funds shall be deposited in the Bertie County General Fund and the owner's rights in the vehicle are extinguished.

303.3 If a junked motor vehicle does not display a current license plate and the vehicle identification number has been removed or defaced so as to be illegible, Bertie County may dispose of it under this Ordinance as follows:

- (a) The county may destroy the vehicle or sell it at private sale (without regard to value), after having held the vehicle for seventy-two (72) hours.
- (b) The county will notify the Division of Motor Vehicles of all motor vehicles destroyed.

ARTICLE IV PENALTIES, REMEDIES, SEPARABILITY AND EFFECTIVE DATE

SECTION 401 REMEDIES AND PENALTIES FOR VIOLATIONS

If any real property is used in violation of this Ordinance, the county or any other appropriate authority may take all necessary remedies to enforce this Ordinance including, but not limited to, the institution of civil actions in the Superior Court or District Court of Bertie County seeking injunctions, mandamus, abatement, or other appropriate actions to stop the violation.

The Bertie County Sheriff's Department shall be responsible for enforcing the provisions of this Ordinance on privately owned property and for the enforcement of this Ordinance on property owned by the county or within the right-of-way of any public or private road as defined in Section 103. The Sheriff's Department shall provide notification to any violator of any violation under this Ordinance and such violator shall be given thirty (30) days to bring the matter into compliance with this Ordinance.

Any person, firm, corporation, or other entity who maintains or operates or who controls the maintenance and/or operation of a junkyard or automobile graveyard in violation of this Ordinance shall be guilty of a misdemeanor and subject to prosecution, and if convicted, shall be punished in accordance with the provisions of North Carolina General Statutes, Section 14-4. The maximum amount of the fine for such criminal violation shall be \$500.00. Each day that said automobile graveyard or junkyard shall be maintained or operated in violation of this Ordinance shall constitute a separate and distinct offense.

In lieu of or in addition to the criminal penalties outlined above, any person violating this Ordinance may be subject to the remedies outlined in N.C.G.S. 153A-123 including civil penalties, not to exceed \$100.00 per day for a first violation and not to exceed \$200.00 per day for a second or subsequent violation occurring after notice of the first violation is served. No penalty shall be assessed before notice of the violation. For every day a person is in violation of this Ordinance, it may be considered a separate offense. If the violator does not pay such penalty within thirty (30) days of notification of this assessment by written citation it may be recovered by the county in civil action in the nature of debt. The violator may contest said penalty in a court of appropriate jurisdiction.

SECTION 402 SEPARABILITY

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the validity of the Ordinance as a whole or part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 403 EFFECTIVE DATE

This Ordinance took effect and was enforced as of the 5th day of June, 2006 and the Ordinance as amended shall take effect and be enforced as of the 19th day of February, 2007.

ATTEST:

Rick Harrell, Chairman
Bertie County Board of Commissioners

APPENDIX

N.C. GENERAL STATUTE 20-219.11

Notice and Probable Cause Hearing

A. Whenever a vehicle, with a valid registration plate or registration, is towed as provided in G.S. 20-219.10, the authorizing person(s) shall immediately notify the last known registered owner of the vehicle of the following:

1. A description of the vehicle;
2. The place where the vehicle is stored;
3. The violation with which the owner is charged, if any;
4. The procedure the owner must follow to have the vehicle returned to him; and
5. The procedure the owner must follow to request a probable cause hearing on the towing.

If the vehicle has North Carolina registration plate or registration, notice shall be given to the owner within 24 hours; if the vehicle is not registered in North Carolina notice shall be given to the owner within 72 hours. This notice shall, if feasible, be given by telephone. Whether or not the owner is reached by telephone, notice shall be mailed to his last known address unless he or his agent waives this notice in writing.

B. Whenever a vehicle with neither a valid registration plate nor registration is towed as provided in G.S. 20-219.10, the authorizing person shall make reasonable efforts, including checking the vehicle identification number, to determine the last known registered owner of the vehicle and to notify him of the information listed in Subsection (A). Unless the owner has otherwise been given notice, it is presumed that the authorizing person has not made reasonable efforts, as required under this Subsection, unless notice that the vehicle would be towed was posted on the windshield or some other conspicuous place at least seven (7) days before the towing actually occurred; except, no pretowing notice need be given if the vehicle impeded the flow of traffic or otherwise jeopardized the public welfare so that immediate towing was necessary.

C. The owner or any other person entitled to claim possession of the vehicle may request in writing a hearing to determine if probable cause existed for the towing. The request shall be filed with the Magistrate. The Magistrate shall set the hearing within 72 hours of his receiving the request. The owner, the person who requested the hearing if someone other than the owner, the tower and the person who authorized the towing shall be notified of the time and place of the hearing.

D. The owner, the tower, the person who authorized the towing, and any other interested parties may present evidence at the hearing. The person authorizing the towing and the tower may submit an affidavit in lieu of appearing personally, but the affidavit does not preclude that person from also testifying.

E. The only issue at this hearing is whether or not probable cause existed for the towing. If the Magistrate finds that probable cause did exist, the tower's lien continues. If the Magistrate finds that probable cause did not exist, the tower's lien is extinguished.

Any aggrieved party may appeal the Magistrate's decision to District Court.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: D-2

DEPARTMENT: Human Resources

SUBJECT: Discuss next steps regarding State Health Plan participation, and consider passing resolution securing an application

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval. The legislation which expands health insurance coverage under the State Health Plan to local government entities is capped at 10,000 "covered lives." Last week, Human Resources Coordinator, Carolyn Fornes, and I met with a representation of the State Health Plan, Mr. Thomas Friedman who reputed that local requests total 8,000 covered lives as of mid-October. Approval of this resolution will hold a place for Bertie County, and provide ample time to make a decision whether or not to join the State Health Plan.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): N/A

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

RESOLUTION TO JOIN THE STATE HEALTH PLAN

WHEREAS the North Carolina General Assembly has ratified House Bill 154 as Session Law 2015-112 allowing 10,000 local government employees to participate in the State Health Plan; and

WHEREAS, Bertie County has determined that it may be in the best interests of its employees, being local government employees as defined by G.S. 128-21(11), to be given the opportunity to participate in the benefits provided by the North Carolina Teachers' and State Employees' Comprehensive Major Medical Plan, and

WHEREAS, Bertie County is required to submit a resolution legally adopted by the Bertie County Board of Commissioners expressing a desire to become a member organization; and

WHEREAS, North Carolina General Statute 135-48.47 states the local government unit must, at least 60 days prior to joining the Plan, enter into a memorandum of understanding with the Plan, and

WHEREAS, Bertie County as a local government employer, if permitted, would enroll all of its eligible employees and, as applicable, their eligible family members in the Plan; would provide that eligible employees and, as applicable, their eligible family members; would participate in all requirements of the Plan as provided by the Executive Administrator and Board of Trustees of the North Carolina Teachers' and State Employees' Comprehensive Major Medical Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BERTIE COUNTY BOARD OF COMMISSIONERS, that Bertie County and its eligible employees and family members do hereby request to be allowed to enroll in the North Carolina State Health Plan as enabled by the North Carolina General Assembly Session Law 2015-112 House Bill 154.

Adopted this _____ day of _____, 2015.

Ronald D. Wesson, Chairman,
Bertie County Board of Commissioners

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: D-3

DEPARTMENT: Planning & Inspections

SUBJECT: Discuss date for public hearing regarding proposed Land Use Plan

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

February 10th and 11th, Wed and Thurs – CRC meeting in **Location TBD**

- December 7th, Mon – Notice in writing to District Planner concerning intent to adopt or amend LUP.
- December 12th, Sat – First notice of the local public hearing must have been published.
- January 1st, Fri – Second notice of the local public hearing must have been published.
- *January 11th, Mon – Public hearing adopting land use plan and passing Resolution must have occurred.*
- January 12th, Tues – Last day to deliver LUP materials and signed Resolution to District Planner.
- January 21st, Thurs – Last day for District Planner to accept additional written comments from the general public regarding LUP.
- January 27th, Wed – Meeting packet posted on DCM's webpage.

ITEM HISTORY:

September 24, 2015 – Joint Meeting with the Planning Board and Commissioners – DSS

ATTACHMENTS: No

LEGAL REVIEW PENDING: No



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: October 26, 2015

AGENDA ITEM: D-4

DEPARTMENT: N/A

SUBJECT: Revisit presentation by the Charters of Freedom on September 21, 2015

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY:

September 21, 2015 – Board received an presentation from this group at the Community Building in Roxobel