

Bertie County Board of Commissioners



March 16, 2015

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

March 16, 2015

7:00pm

Askewville Town Hall

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.

7:00-7:05 Call to Order and Welcome by Chairman Wesson

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

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

(A)

*** APPOINTMENTS ***

7:25-7:40 SunEnergy1 presentation by Heath McLaughlin

7:40-7:45 Economic Development Department Report by Steve Biggs regarding upcoming visit by NC Secretary of Commerce

7:45-8:00 Non-Emergency Transport (NET) update by Emergency Services Director, Mitch Cooper, and EMS Division Chief, Matt Leicester

Board Appointments (B)

1. Three River's Healthy Carolinians Commissioner Board Appointment

Consent Agenda (C)

1. Approve minutes from Regular Session 3-2-15 (C-1)
2. Approve minutes from Regular Session 3-10-15 (C-2)
3. Approve minutes from Closed Session 3-10-15
4. Accept Register of Deeds Fees Report – February 2015 (C-3)
5. Accept Tax Department Error Ledger – February 2015 (C-4)
6. Consider Memorandum of Agreement Contract between the County and Town of Kelford – Council on Aging Nutrition Site (C-5)
7. Receive February 2015 Monthly Collections Report (C-6)
8. Receive report of Current Ad Valorem Collections as of February 28, 2015 (C-7)

OTHER ITEMS

Discussion Agenda (D)

1. Discuss dates for Board of Equalization and Review – Tax Administrator Jodie Rhea
2. Bertie-Martin Regional Jail Board project funding – project estimate of \$400,000 is recommended with a 50 percent cost share contribution from each county (D-1)
3. Discussion of final negotiations and contract development with Republic Services for operation of solid waste and recycling convenience sites (D-2)

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued Closed Session

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

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

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

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

Adjourn

Windsor, North Carolina
March 2, 2015
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 4:00pm in the Commissioners Room located 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
 Network Administrator Joe Wilkes
 Finance Director William Roberson
 Economic Development Director Steve Biggs
 Tax Administrator Jodie Rhea
 Emergency Services Director Mitch Cooper

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

INVOCATION

Chairman Wesson led the Invocation and Pledge of Allegiance.

CALL TO ORDER

Chairman Wesson requested time to provide a brief statement.

Chairman Wesson recognize staff efforts during the recent inclement weather events.

Even though the Courthouse and various facilities had to close, all of the essential staff continued to perform with professionalism and without missing a beat.

The Sheriff's patrol was extremely busy given the conditions of roads in Bertie County.

EMS kept rolling and responding to all medical emergencies, and Emergency Services Director, Mitch Cooper, has become very proficient with the handling and towing of disabled emergency vehicles

The Maintenance Department was working to insure the sidewalks, entrances, and parking lots to County facilities were cleared and safe for use.

Maintenance Director, Anthony Rascoe, inspected various buildings to insure that the heat was working, and that there were no frozen pipes.

The Water Department was also kept busy with the monitoring wells, tanks, and pump stations on a daily basis.

On the evening of Wednesday, February 25, Mr. Spivey and his office manager, Connie Coburn, met with the Mayor and Commissioners in the Town of Roxobel regarding the next steps in acquiring and operating the Town's water system.

Additionally, County Finance and Human Resources staff were in the offices despite the closure to make sure that vendors were paid in a timely manner for checks to be cut as usual on the 25th, and to insure that all employees' payroll direct deposits occurred by Friday, February 28.

Both Sheriff John Holley and Mr. Cooper expressed gratitude for the Board's support in funding 4 wheel drive vehicles in the FY 2014-2015 budget.

In previous years, as a response to winter weather, Sheriff Holley was forced to scramble and find any vehicle with 4 wheel drive which included borrowing Nuisance Abatement Officer, Barry Anderson's, old animal control vehicle.

Sheriff Holley reported that his department was much more prepared to respond to this year's winter weather all thanks to the Board of Commissioners.

Likewise, Mr. Cooper indicated that he finally has a truck with the appropriate pulling capacity, so that when an ambulance gets does find itself stuck in snow or ice, he is able to remedy the situation without "tearing the [vehicle] all to pieces."

PUBLIC COMMENTS

Terry Pratt of Merry Hill informed the Board of a public hearing that will take place at 6:00pm on Thursday, March 26, over at the Bertie County Courthouse. The public hearing is being hosted by the Utilities Commission regarding various solar farm projects.

Greg Hughes approached the Board with a concern regarding his experience with the County's new business personal property auditor, County Tax Services, Inc.

Mr. Hughes expressed that he felt he was potentially being overtaxed, and that the County was "double dipping" regarding the taxes of various buildings and equipment for the upkeep of his chicken houses.

Chairman Wesson stated that he was glad Mr. Hughes brought his concerns forward, and that a detailed report was to be presented by representatives from County Tax Services, Inc. later in the meeting.

Mr. Wesson encouraged Mr. Hughes to stay until that portion of the meeting and that all of his questions will be answered as thoroughly as possible at that time.

There were no other Public Comments.

APPOINTMENTS

MUST-Innov8, Inc. project proposal by Joe Kronner and Sam McCormick

Joe Kronner and Sam McComick of MUST-Innov8, Inc. showed a Power Point presentation detailing various robotics events that they have coordinated, specifically in Forsyth County, NC.

The “Robot Run” is a chance for students with an interest in STEM areas (Science, Technology, Engineering, and Math) to test their abilities at successfully building, and programming a robot to complete an obstacle course.

“Robot Run” also provides opportunities for the community to sponsor, volunteer, and mentor students in preparation for the event.

Mr. McCormick announced that in partnership with Bertie County Public Schools, and the Roanoke River Valley Education Consortium (RRVEC) STEM Education Initiative, a similar pilot program called the FIRST ® LEGO ® League.

The league will consist of middle school students between the ages of 9 and 14 that will span RRVEC’s 5 school systems including Bertie County.

An event has already been scheduled for Saturday, March 28th from 9:00AM-4:00PM.

Flyers were also provided to the County Manager for distribution.

**Heritage Collegiate Leadership Academy (HCLA) update by Executive Director,
Kashi B. Hall**

Ms. Kashi Hall reported that the Heritage Collegiate Leadership Academy is providing another public school option for the County, and is also serving Chowan, Hertford, Martin, and Washington Counties.

Currently, 196 students are enrolled in kindergarten through third grade.

Next year, Ms. Hall reported that enrollment will exceed 300 students with the addition of fourth grade.

Ms. Hall announced that for the first time in North Carolina charter school history, HCLA received the biggest contribution of Title 1 & Title 2 grant funding.

That funding provided HCLA with the ability to start an after school, Sylvan program that provided transportation and afternoon snacks for participating students.

Ms. Hall also reported that HCLA has been visited 3 times recently by the Department of Public Instruction. She informed the Board that after the third visit, Ms. Hall was notified that representatives from the Department would not need to return to HCLA until the end of the school year due to the many positive qualities they have seen throughout their recent visits.

Additionally, Ms. Hall announced that HCLA was currently exploring summer clinic opportunities for students and the community such as golf, dance, and debate for elementary and middle school grades, as well various other workshops for high school grades.

Lastly, Ms. Hall requested the Board's continued support, and encouraged the Board to take the time to visit the HCLA campus for a tour, as well as to consider alerting her to any new grant opportunities that HCLA could explore.

The Board commended Ms. Hall for a great opening year, and congratulated her on the success.

Chairman Wesson thanked Ms. Hall for her update and provided two possible grant sources including the Bertie-Hertford Community Foundation as well as the Transformation Zone.

**Status report on the verification process for business personal property taxes by Tax
Administrator, Jodie Rhea, and Johnny Bailey of County Tax Services, Inc.**

The Board heard a report from Tax Administrator, Jodie Rhea, regarding his department's efforts to work with all business owners in Bertie County to verify that equipment and business personal property is appropriately listed for taxes and depreciation purposes.

Mr. Rhea reported that over 900 businesses are listed with the Bertie County Tax Office, and since the contract with CTS, Inc. was approved in June 2014, 104 businesses have participated in the business personal property review and verification process.

Mr. Johnny Bailey of CTS reported to the Board that “this engagement is really an informational process for the taxpayers and assists them with achieving compliance with the North Carolina tax laws.”

Once a business taxpayer’s listing has been reviewed, the taxpayer is notified in writing of the new value or discover, and the taxpayer has thirty days to appeal the new value before a revised tax bill.

In Bertie County, the potential discovered value is estimated at \$92,000,000. Nearly two thirds of this amount is still being reviewed or under appeal.

Chairman Wesson noted, that when looking at the individual tax burden for our senior citizens, working single parents, farmers and businesses across the County, it is very important that everyone is treated fairly and equitably.

If one taxpayer has a 22 foot fishing boat and doesn’t list it for taxes, it’s not fair to his neighbor that has properly listed their pontoon boat.

Business personal property includes equipment that you might find at the local dry cleaner, cooking equipment in a restaurant, spare parts, fuel and farm equipment used to raise cotton or sage—all of which is required by law to be listed for property taxes each year in all 100 counties in North Carolina.

Mr. Rhea reminded the Board, that this is not a new law or new tax. “This work by CTS is the best way to insure fairness and equity among taxpayers” he said.

BOARD APPOINTMENTS

Nursing Home/Adult Care Advisory Committee

The Board announced that at its previous meeting on Thursday, February 19, that Mr. James Pugh was recommended to serve on the Nursing Home/Adult Care Advisory Committee.

Chairman Wesson announced that an application had been received from Mr. Pugh for consideration.

Commissioner Trent made a **MOTION** to appoint James Pugh to the Nursing Home/Adult Care Advisory Committee. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Approve minutes for Closed Session 2-2-15

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to approve the minutes for Closed Session 2-2-15. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for Planning Sessions 2-9-15 and 2-10-15

County Manager Sauer recommended this item for approval.

Vice Chairman Lee made a **MOTION** to approve the minutes for Planning Sessions 2-9-15 and 2-10-15. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for Regular Session 2-19-15

Tax Administrator, Jodie Rhea, requested permission to advertise the total unpaid 2014-2015 real property tax liens as required by N.C.G.S. 105-369(a)

Commissioner Bazemore made a **MOTION** to approve the minutes for Regular Session 2-19-15. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

Tax Department Error Ledger – January 2015

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to accept the Tax Department Error Ledger for January 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

DISCUSSION AGENDA

Review and consideration of convenience center proposals and contract development

There was no further discussion needed on this topic.

Chairman Wesson announced to the public that the Board had met in Open Session with both vendors prior to this meeting and that all of their questions had been answered regarding each proposal.

Commissioner Trent made a **MOTION** to enter into negotiations with Republic Services, Inc. regarding operation of the County's 5 convenience sites. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board thanked the representatives present from Waste Industries for their partnership and assured them that this decision was purely to continue negotiations with Republic Services, Inc.

Review and consideration of Road Name Change Policy

After some discussion, Vice Chairman Lee made a **MOTION** that at least 75% of all property owners on a given road should approve the application for a road name change. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Additionally, Commissioner Trent made a **MOTION** to set a fee of \$250 for any name changes which would include the cost of advertising, as well as one complete set of signage (2 signs and mounting/placement materials) with any additional needed signage at an additional cost to the applicant(s). Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Attorney will coordinate with Clerk to the Board to set up two public hearings as required by North Carolina General Statute.

Discuss alternative date for ICS 402 class for Public Officials

Mr. Cooper informed the Board that the date of March 10th that the Board previously decided on was not conducive to the class instructor's schedule and provided a list of dates that would work with the instructor's schedule.

The Board concluded that Tuesday, April 7, 2015 from 9:00AM-1:00PM was the most convenient.

COMMISSIONERS' REPORTS

Commissioner Bazemore informed all of those present about hers and the Chairman's attendance at the 2015 NACo Legislative Conference in Washington, D.C. February 21-25 at the Marriot Wardman Park Hotel.

Commissioner Bazemore stated that the event was a great opportunity to speak with North Carolina's federal leaders, and allowed herself and the Chairman the time to meet personally with Congressman G.K. Butterfield regarding the issues that matter most in Bertie County.

Commissioner White requested that a report be given to the Board regarding NET, finances, and call volume at the next regular meeting on Monday, March 16, at 7:00pm in Askewville.

The Board came to a consensus to receive a preview of the report from 2:00PM-4:00PM on Tuesday, March 10, 2015 in the first floor Commissioners Room.

Chairman Wesson echoed the same sentiments as Commissioner Bazemore and added that Bertie County is being being considered as a featured County for rural infrastructure.

COUNTY MANAGER'S REPORTS

County Manager Sauer reminded the Board that proposals for the convenience centers are due to the County on February 3, 2015. The deadline was extended for all vendors.

Mr. Sauer also requested that the Board recess this meeting until Monday, February 9, 2015 at 7:30am. The Board will be meeting for their annual Planning Sessions at the Roanoke-Cashie River Center February 9-10, 2015.

COUNTY ATTORNEY'S REPORTS

The County Attorney gave no remarks at this time.

COUNTY MANAGER'S REPORTS

County Manager Sauer requested guidance in the appropriate steps to take as far as negotiations are concerned with Republic Services, Inc.

The Board decided that a meeting should be held with 2 Commissioners and representatives of Republic Services in the near future to being negotiations.

Additionally, County Manager Sauer reminded the Board of a contract made less than a year ago regarding mowing at the County's various water tank and pump sites.

Ray Jones was awarded the contract, but specific terms about the contract expiration had not yet been ironed out completely.

After some discussion, Commissioner Bazemore made a **MOTION** to provide a contract term of 5 years for mowing services provided by Ray Jones. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** in a 3-2 result with Commissioner's Bazemore, Trent, and White voting in favor of the motion while Chairman Wesson and Vice Chairman Lee voting against the motion.

COUNTY ATTORNEY'S REPORTS

County Attorney Lloyd Smith requested that a new date be announced for the Board to meet with various experts regarding the latest matters with the new Bertie High School.

PUBLIC COMMENTS CONTINUED

Josephine Aiken of Republic Services, Inc. thanked the Board for the opportunity to work with the County further on contract negotiations.

She stated that she understood that the decision made tonight was not a final acceptance but she cautioned that in order for Republic Services to meet their deadline outlined in their bid proposal that a final decision would need to be made as soon as possible.

There were no other Public Comments.

RECESS

Chairman Wesson recessed the meeting until Tuesday, March 10, 2015 at 12:00pm. The Board will meet for a luncheon at the Cooperative Extension Building located at 104 Dundee Street in Windsor.

The Board will then meet with NET staff from 2:00PM-4:00PM to hear a report regarding finances and call volume inside the Commissioners Room located 106 Dundee Street in Windsor.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board

Windsor, North Carolina
March 2, 2015
Vendor Meeting

The Bertie County Board of Commissioners met at 1:00pm in the Commissioners Room located at 106 Dundee Street Windsor, NC. The meeting was held to discuss the two recent bids submitted by Republic Services (R.S.) and Waste Industries (W.I.) for the County's five solid waste and recycling convenience sites. 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

Representative: Thomas Winstead, Area Vice President, (W.I.)
Senator AB Swindell, Consultant, (W.I.)
Norma Yanez, Government Contracts Manager, (W.I.)
Josephine Aiken, Municipal Services Manager, (R.S.)
Matt East, Division Manager, (R.S.)

The Board heard a presentation from Waste Industries at 1:00pm.

The Board heard a presentation from Republic Services at 2:00pm.

The Board asked questions and discussed various items with both vendors.

ADJOURN

Chairman Wesson adjourned the meeting at approximately 2:45pm.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board

Windsor, North Carolina
March 10, 2015
Recessed Meeting
Part 1

The Bertie County Board of Commissioners met for 12:00-2:00pm in the Bertie County Cooperative Extension Department located at 204 S. Queen Street, Windsor.

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
 Finance Director William Roberson
 Cooperative Extension Director Richard Rhodes

Cooperative Extension Staff: Mary Morris
 Belinda Belch
 Sheila Powell
 Tiera Beale
 Kathy Copeland
 Jarette Hurry

Representative: Dr. Travis Burke, District Director for NC State
 Extension Services

RECONVENE FROM MONDAY, MARCH 2, 2015

Chairman Wesson reconvened the March 2 regular meeting at 12:00pm at the Cooperative Extension Office.

BOARD LUNCH MEETING WITH BERTIE COUNTY COOPERATIVE EXTENSION

The Commissioners participated in lunch meeting with Richard Rhodes, CED and his staff who provided an overview of programming and staff responsibilities.

Following the lunch and staff presentations, the meeting continued with Dr. Burke providing an overview of the University's Strategic Visioning process and the restructuring of Cooperative Extension on a statewide basis.

He explained the University's grassroots effort to engage the public and described the more than twenty listening sessions held across North Carolina, the largest of which was at the Vernon James Center in Plymouth for the eastern region.

Mr. Burke described the new core staffing model for each County which will be comprised of an agriculture "presence" and a family and consumer science "presence" plus a 4-H agent and one support staff member.

Local funding support will require a fifty percent (50%) county match for the core staff which is an increase from the current 33% match requirement.

There were several questions and discussion about the fiscal impact on small rural counties with a large agricultural base such as Bertie, and the burden placed on the taxpayers to implement this new structure.

This new structure was described as a realignment of resources as a result of nearly ten years of budget reductions for the University from the NC General Assembly.

Each of the Commissioners expressed their support for the outstanding staff of the Cooperative Extension program in Bertie County, and re-emphasized the importance of the programs to the agricultural economy and the citizens of all ages.

At 2:15 p.m. the Board took a brief recess in order to relocate to the Commissioners Room at 106 Dundee Street for the remainder of the meeting.

CLOSED SESSION

Commissioner Lee made a **MOTION** to go into 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. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

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

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board

Windsor, North Carolina
March 10, 2015
Recessed Meeting
Part 2

The Bertie County Board of Commissioners met from 2:00pm-4:00pm inside Commissioners Room located at 106 Dundee Street, Windsor. 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 Director William Roberson
 Emergency Services Director Mitch Cooper
 EMS Division Chief Matt Leicester
 Compliance Coordinator Crystal Freeman
 NET Transport Coordinator Ian Trainor

Representative: David Pickren, Colleton Software

CLOSED SESSION

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

OPEN SESSION

Non-Emergency Transport report preview by Emergency Services Director, Mitch Cooper, and EMS Division Chief, Matt Leicester, and Non-Emergency Transport Coordinator, Ian Trainor

Emergency Services Director, Mitch Cooper, and his staff provided a detailed overview of the Non-Emergency Transport Service which was initiated on August 1, 2014.

The Board was briefed regarding the original operating assumptions and the 24 hours per day, 7 days a week scheduling that was established to cover the projected transport demand at Bertie Vidant hospital in Windsor.

Mr. Cooper also explained the call volume and related operating costs for the first four months, and the decision to eliminate the 12 hour night shift, reduce staff and decrease operations to eight (8) hours per day Monday through Friday.

There was significant discussion and questions from each Commissioner regarding the non-emergency transport system's sustainability and the timeframe necessary to reach a breakeven point.

The County's revenue collection provider, Colleton Software, reported that the breakeven point should be achieved within 120 days or by mid-July.

Colleton Services and the County's EMS and Transport staff are projecting that the transport service should be operating without a deficit within 12 to 18 months.

OTHER ITEMS

Discuss location for Incident Command System (ICS) 402 class for Public Officials

The Board finalized a location to participate in the ICS 402 Class for Public Officials. The date of Tuesday, April 7 from 9:00am to 1:00pm was reiterated, and the location decided is the Roanoke-Cashie River Center located 112 W. Water Street in Windsor.

Preview proposed regular meeting agenda for Monday, March 16, 2015

The Board reviewed a draft agenda for Monday, March 16, 2015. One addition was suggested if time permitted.

The Board also discussed moving its Monday, April 6, 2015 meeting to Tuesday, April 7, 2015 in lieu of Easter Monday.

Commissioner Bazemore made a **MOTION** to reschedule the April 6, 2015 meeting to April 7, 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Discussion of final negotiations and contract development with Republic Services for operation of solid waste and recycling convenience sites

County Manager Sauer shared the contract elements which have been negotiated and committed to by Republic Services as outlined below.

- 1) Equipment—in addition to the equipment listed in the initial proposal, Republic will provide:
 - a. an additional compactor at the Windsor site and one other site (if dictated by volume) for MSW-trash
 - b. 12 yard roll off container for tires at each site

- c. Closed container for e-waste at two sites (Lewiston and Windsor)
 - d. Pallet at each site to accept batteries
 - e. Container to accept used oil at each site
- 2) Monthly rate—flat fee of \$36,859 for thirty-six (36) months with no inflation factor, fuel escalator, or other increase; and beginning in year 4 of the agreement, annual adjustment will be a fixed rate of two percent (2%) per annum.
 - 3) Service hours and days of operation will remain consistent with the present operational schedule currently posted at each site, which varies with the daylight savings time calendar change.
 - 4) Existing staff—Republic will make all reasonable efforts to assist Waste Industries site attendants with filing job applications, and other accommodations necessary to ease the transition for qualified personnel.
 - 5) Employees will be provided with uniforms (laundry service), safety shoes and hearing/eye protection as per company policy.
 - 6) Free weekly container service (8yard box) at courthouse, DSS and Council on Aging senior center, once the current service agreement has expired.
 - 7) Free container service for community festivals.
 - 8) “performance clause” or liquidated damages in the event that the sites are not operational by July 1, 2015 (\$1,000 per day)

Commissioner Trent made a **MOTION** to approve these contract elements and to move forward with finalizing the contract with Republic Services for the 10 year agreement to establish and operate the County’s solid waste and recycling convenience centers. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

RECESS

Chairman Wesson recessed the meeting until Tuesday, April 7, 2015 so that the Board could meet to participate in an Incident Command System (ICS) 402 class for Public Officials from 9:00am-1:00pm at the Roanoke-Cashie River Center.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

P.O. Box 340
Windsor, NC 27983
252-794-5309
www.bertie-live.inttek.net

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of FEBRUARY 2015 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$2,598.80
10-0030-4344-03	VITAL STATISTICS-----	\$1,112.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$177.09
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>3</u> @\$60.00-----	\$180.00
		<u>\$4,067.89</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$4,753.00
10-0030-4344-10	STATE TREASURER FEE----- <u>91</u> @\$6.20-----	\$564.20
		<u>\$9,385.09</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	\$0.00
		<u>\$9,385.09</u>

Annie F. Wilson
REGISTER OF DEEDS - BERTIE COUNTY
By: Shakecia L. Williams, Asst

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>15</u> @\$6.20=	<u>\$93.00</u>
ADDITIONAL PAGES-----	<u>8</u> @\$0.40=	<u>\$3.20</u>
DEEDS & OTHER INSTRUMENTS-----	<u>86</u> @\$1.94=	<u>\$166.84</u>



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

March 05, 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 **February** 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____

Group Number RLS*15*059

Abatement

Effective Date 02/02/15

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Cds	Check Number	Trans Rev Description
1	02/02/15	4231	14A5836871591	G01	112.00-	112.00-	0.00		0.00				
				C05	80.00-	80.00-	0.00		0.00				
				MSC	3.91-	3.91-	0.00		0.00				
***		EARLY, WILLIAM S			195.91-	195.91-	0.00	0.00	0.00	0.00	R	P623	
2	02/05/15	29839	14A29839.80	G01	138.26-	138.26-	0.00		0.00				
***		CHESSON, THOMAS R, III			138.26-	138.26-	0.00	0.00	0.00	0.00	R	P623	
Tax Code Totals													
C05*14- LEWISTON					80.00-	80.00-	0.00	0.00	0.00	0.00			
G01*14- BRT TAX					250.26-	250.26-	0.00	0.00	0.00	0.00			
MSC*14- MISC					3.91-	3.91-	0.00	0.00	0.00	0.00			
Total for Group					334.17-	334.17-	0.00	0.00	0.00	0.00			
RLS*15*059													
***** Totals By Tax Cycle *****													
Cycle					Current	Delinquent							
A					0.00	334.17-							

MEMORANDUM OF AGREEMENT CONTRACT

BETWEEN

Agency: Bertie County hereinafter referred to as the County
 Department: Bertie County Council on Aging
 Telephone: (252) 794-5315
 Address: 103 W. School Street, Windsor, NC 27983

AND

Agency: Town of Kelford hereinafter referred to as the Town
 Telephone: (252) 344-2691
 Address: P.O. Box 97, Kelford, NC 27847

In an effort to enhance services provided to Senior Adults of Bertie County, the above named agencies agree to partner to improve the quality of life for senior adults.

The memorandum of agreement serves to incorporate the following mutual components:

- The Town agrees to allow use of the Kelford Community Building to serve as a satellite Activities Site for the County from January 1, 2015 through December 31, 2015, dependent upon funding and performance.
- Continuation of service after that period will be contingent upon availability of funding, to be evaluated by the County.
- Congregate nutrition meals will be served every Tuesday and Thursday, dependent upon funding and performance.
- Client registration form DAAS101 (short form) will be completed by staff for each congregate nutrition participant before services can be provided to participant.
- Each participant should sign their name on the sign-in sheet.
- All participants must be 60 years or older in order to receive a congregate nutrition meal unless the recipient qualifies by special eligibility.
- Meal counts shall be called in to the Bertie County Council on Aging by the Town representative by 12:30 pm the day before meals are to be served.
- The Town must adhere to all the North Carolina Department of Health & Human Services, Division of Aging, Nutrition Services Standards.
- When appropriate, the Town shall inform proper agency representatives of any changes related to services provided.
- The Town shall share, when appropriate, concerns, questions, or suggestions relative to services provided.
- The Town agrees to provide volunteers to serve meals to citizens for the service.
- The Town agrees to provide volunteers to clean up the facility each day after the program.
- The County agrees to pay \$150.00 monthly in rent for each month that services are provided. The Perdue Foundation funded the rent for the site.

 Chairman, Bertie County Commissioners



 Chairman, Town of Kelford Commissioners

 Date

2-9-15

 Date

COLLECTIONS AS OF 02/28/2015							DELINQUENT TAXES AS OF 02/28/2015			
TAX YEAR	PRINCIPLE		INTEREST/ETC		TOTAL		GRAND TOTAL	REAL & PERSONAL	MOTV	TOTAL
	REAL & PERSONAL	MOTV	REAL & PERSONA	MOTV	REAL & PERSONAL	MOTV				
2001	\$0.00	\$11.04	\$0.00	\$39.58	\$0.00	\$50.62	\$50.62	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$41.96	\$9.08	\$182.46	\$8.49	\$224.42	\$17.57	\$241.99	\$2,449.25	\$0.00	\$2,449.25
2004	\$571.40	\$46.13	\$527.34	\$60.43	\$1,098.74	\$106.56	\$1,205.30	\$3,605.99	\$11,490.21	\$15,096.20
2005	\$891.16	\$146.25	\$722.93	\$119.34	\$1,614.09	\$265.59	\$1,879.68	\$3,161.42	\$11,764.76	\$14,926.18
2006	\$861.09	\$73.09	\$627.61	\$56.55	\$1,488.70	\$129.64	\$1,618.34	\$4,183.08	\$10,851.08	\$15,034.16
2007	\$1,644.75	\$172.07	\$1,086.96	\$140.35	\$2,731.71	\$312.42	\$3,044.13	\$6,872.60	\$14,437.52	\$21,310.12
2008	\$3,138.48	\$344.62	\$1,050.87	\$337.85	\$4,189.35	\$682.47	\$4,871.82	\$7,983.86	\$16,510.74	\$24,494.60
2009	\$1,947.73	\$137.31	\$1,069.38	\$103.84	\$3,017.11	\$241.15	\$3,258.26	\$11,044.27	\$14,348.95	\$25,393.22
2010	\$2,466.22	\$589.54	\$997.20	\$167.99	\$3,463.42	\$757.53	\$4,220.95	\$18,079.35	\$14,512.26	\$32,591.61
2011	\$5,863.26	\$1,228.56	\$1,718.21	\$437.07	\$7,581.47	\$1,665.63	\$9,247.10	\$29,283.20	\$17,263.94	\$46,547.14
2012	\$38,929.83	\$5,820.91	\$7,289.09	\$1,327.16	\$46,218.92	\$7,148.07	\$53,366.99	\$53,489.64	\$27,529.50	\$81,019.14
2013	\$122,305.91	\$60,696.72	\$11,333.22	\$7,012.77	\$133,639.13	\$67,709.49	\$201,348.62	\$138,066.27	\$23,220.36	\$161,286.63
2014	\$8,602,349.03	\$127.74	\$23,809.52	\$5.90	\$8,626,158.55	\$133.64	\$8,626,158.55	\$673,415.34	\$234.92	\$673,650.26
2015	\$6,513.09									
TOTALS	\$8,787,523.91	\$69,403.06	\$50,414.79	\$9,817.32	\$8,837,938.70	\$79,220.38	\$8,917,159.08	\$949,185.02	\$162,164.24	\$1,111,349.26
GRAND TOTALS	\$8,856,926.97		\$60,232.11		\$8,917,159.08					

NOT INCLUDED, BEYOND 10 YEAR PERIOD

Tag & Tax RMV ACH Deposits		
	Total	COUNTY
July	\$113,158.54	\$103,140.95
August	\$105,962.73	\$96,435.81
September	\$114,895.45	\$103,964.98
October	\$110,106.84	\$100,618.75
November	\$113,158.54	\$103,140.95
December	\$120,953.35	\$110,813.79
January	\$116,896.12	\$106,222.88
February	\$101,070.23	\$90,668.06
March	\$0.00	\$0.00
April	\$0.00	\$0.00
May	\$0.00	\$0.00
June	\$0.00	\$0.00
Total	\$896,201.80	\$815,006.17

CURRENT YEAR AD VALOREM COLLECTIONS AS OF FEBRUARY 28, 2015 FOR THE FOLLOWING YEARS					
			2012-2013	2013-2014	2014-2015
Collections			\$7,868,948.15	\$8,505,331.21	\$8,602,349.03
Open Account Receivables			\$589,591.95	\$666,694.31	\$673,415.34
Percentage			93.03%	92.73%	92.74%

February 23, 2015

Bid Proposal For Bertie Martin County Jail

	TOTALS
1. Norment Jail Manual Door System - \$25,702.00 X 4 Cell Blocks	\$102,808.00
2. Barnhill Electric/HVAC -	\$14,604.00
3. Carolina Sheet Metal -	\$6,525.00
4. Palmetto Environmental -	\$21,746.00
5. East Coast Roofing -	\$105,000.00
6. Futrell Plumbing –	\$49,864.00
7. Brown Painting -	\$26,650.00
8. Carolina Quality Air -	\$4,825.00
TOTAL	\$332,022.00
(Contengent) 15%	\$49,803.00
GRAND TOTAL	\$381,825.00
Optional Pneumatic	\$37,692.00
Jail Doors	
Second Total	\$419,517.00

Contact Information Sheet

Date: August 14, 2014

To: Craig Friedman

Phone: 252-794-9283

Email: supervisor123@mail.org

From: Shawn Huber

Reference: Cell Slider Device Retrofit

Norment Security Group, Inc. – East Coast

NC-ASLB - License No. 00213P2

VA-DCJS - License No. 11-3536

Ⓢ Sweeper Metal - LAM

0814201401 Cell Slider Device Retrofit

DATE: **August 14, 2014**
TO: **Bertie-Martin Regional Jail Slider Retrofit**
ATTN: **Craig Friedman**
PROJECT: **Cell Slider Device Retrofit**
LOCATION: **Windsor, NC**

Norment Security Group, Inc. is pleased to present you with this proposal to remove and replace the existing Roanoke Iron & Bridge sliding door operators with one of the options listed below. Note that the proposed amounts below are for four (4) sliding devices in a single housing unit. Should we be able to remove and replace successive housing units across multiple weeks, a cost savings can be realized for manufacturing and travel costs.

Scope of Work

Part 1 - Furnish and install the work as designated below, except as specifically excluded under Part 2:

OPTION 1

- 1.1 - Furnish and Install four (4) Airteq 7205 Fully Manual Tracksets
- Remove existing Roanoke Iron and Bridge slider devices in the associated housing unit.
 - Furnish and install four (4) Airteq Model 7205 Tracksets – These sliding devices are fully manual operation. The doors have to be physically opened and closed while at the door. There is not an option for remote operation with these devices.
 - Touchup factory applied primer paint.

OPTION NO. 1 TOTAL - \$25,702.00

OPTION 2

- 1.1 - Furnish and Install four (4) Airteq 7215 Kick Release Devices
- Remove existing Roanoke Iron and Bridge slider devices in the associated housing unit.
 - Furnish and install four (4) Airteq Model 7215 Kick Release Devices – These sliding devices are fully manual operation with a spring assist after unlocked with a key. The doors have to be physically opened and closed while at the door.
 - Touchup factory applied primer paint.

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Shawn Huber

Accepted: _____

Firm: _____

0814201401 Cell Slider Device Retrofit

OPTION NO. 2 TOTAL - \$27,202.00

OPTION 3

- 1.1 - Furnish and Install four (4) Airteq 7300 Series Fully Operable Devices
- Remove existing Roanoke Iron and Bridge slider devices in the associated housing unit.
 - Furnish and install one (1) Airteq Model 7350 Fully Operable Device with Paracentric Override.
 - Furnish and install one (1) Stainless Steel Graphic Panel.
 - Touchup factory applied primer paint.
 - Customer to provide 110V to sliding device operators and control panel.

OPTION NO. 3 TOTAL - \$35,125.00

Part 2 - We specifically exclude the following:

- 2.1 - Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by others.
- 2.2 - Final cleaning and protection of work-in-place.
- 2.3 - Finish paint.
- 2.4 - All conduit, raceways, standard back boxes, handholds, innerduct, pull strings, wire, cabling, etc. not indicated above.
- 2.5 - Any excavating and concrete work.

Part 3 - Clarifications:

- 3.1 - Should customer want to price all four housing units for replacement in one period (scheduled in successive weeks) a discount may apply.
- 3.2 - Customer to provide ventilation for the cell pods during the retrofit process as we will be cutting and welding.
- 3.3 - Existing bar grate doors will be reused.
- 3.4 - Norment will touch up the factory applied primer paint upon completion of each pod.
- 3.5 - All removed materials will be returned to the Customer for recycle and/or disposal.

Part 4 - General Notes:

- 4.1 - For this project Norment will provide its standard General Liability Insurance. (Certificate furnished upon request)
- 4.2 - We are not responsible for broken or damaged glass, metal or other materials (except that caused by our own employees) nor for the protection of same.

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Shawn Huber

Accepted: _____ Firm: _____

0814201401 Cell Slider Device Retrofit

-
- 4.3 - We will perform periodic clean-up of waste generated by our work and deposit debris into containers or dumpsters provided by others.
 - 4.4 - Suitable secured dry storage space is to be provided by the Customer for our materials and protection of same.
 - 4.5 - Payment & Performance Bonds are not included.
 - 4.6 - Norment has included sales tax.

Please sign and return one copy for our files.

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Shawn Huber

Accepted: _____

Firm: _____

STANDARD TERMS AND CONDITIONS

APPLYING TO MATERIALS INSTALLED BY US:

1. **CLEANING.** NORMENT does not include final cleaning of glass, metal, or other materials installed by our personnel. We are however responsible for the policing and cleaning up of our work areas on a daily basis with regard to trash, cut-offs, and broken glass.
2. **DAMAGE AND PROTECTIONS.** (a) We are not responsible for broken or damaged glass, metal or other materials (except that caused by our own employees), nor for the protection of same. Our responsibility for damage and loss in transit ceases upon delivery in good condition to a public carrier. (b) All burns, weld spatters, exposed field rivets, bolts, nuts, welds, and any marring of the shop coat of painting on security equipment shall be thoroughly cleaned and retouched by the finish painting contractor. (c) Purchaser shall protect all items installed by us from damage by paint, etc., being installed by other trades. Any material so damaged shall be repaired or replaced by purchaser at no cost to us.
3. **OVERTIME.** All work is to be performed during regular week day working hours. Extra charges will be made for overtime work or for work performed on Saturdays, Sundays, or holidays.
4. **STORAGE.** Purchaser shall provide suitable and ventilated storage space for our materials at job site, without charge to us. We do not accept any responsibility for damage of material not stored properly.
5. **PREPARATION.** (a) Purchaser shall be entirely responsible for accuracy of building construction such as locations of beams, columns, and masonry walls, and for accuracy in concrete work. Concrete ceilings must be level and true. Any chipping of concrete or pointing up between the jail steel and the concrete work that may be necessary due to unevenness of concrete shall be done by others at no cost to us. Purchaser is responsible for setting all hollow metal frames true and plumb. We exclude concrete, masonry work, plumbing work, carpentry work, and field painting. (b) Purchaser shall complete all floor finish, cement, curbs, water proofing, and other cement work, where shown or specified in connection with the materials furnished by us, and all plastering and painting on or near such materials. (c) Purchaser, without expense or unnecessary delay to us, shall provide necessary opening through the outside wall of building no less than 6'0" x 8'0" for ingress materials purchased pursuant to this proposal.
6. **CHANGE OR CANCELLATION.** Materials or work in process is not subject to change or cancellation.
7. **CONTINGENCIES.** Delivery and performance by us is contingent upon caused within our control. We shall not be liable for any losses, damages or delays due to or caused by insurrection, riot, war, civil or military authority, transportation difficulties, fire shortage of labor or material, strike or labor disputes, flood, storm, or any other cause or circumstance whether like or unlike the foregoing, beyond our reasonable control or for any delays due to any failure of you or others to furnish and/or approve technical data, drawings, etc. Acceptance of materials on delivery shall constitute a waiver of any claims for losses or damages due to delay, whether or not excused by the foregoing, and shall constitute a waiver of the right to revoke such acceptance for any reason. Further, under no circumstances shall we be liable for any liquidated, special, incidental or consequential damages or for any penalties, whether direct or indirect.
8. **TERMS.** Unless otherwise stated in writing, terms of payment shall be: Net thirty (30) days after submittal of monthly pay request on date required by the contract; Net thirty (30) days after completion of installation during the previous month; Subject to our approval of credit. Time of payment is of the essence. No shipment will be made to or labor performed for jobs with a past due account.
9. **BACK-CHARGES.** No back-charges against us or deductions from our contract price shall be valid unless made with our prior written consent.
10. **VERBAL STATEMENT.** This proposal covers completely our entire understanding and is not to be modified in any way by verbal statements.
11. **TRADE PRACTICES.** All customary trade conditions and practices, not in conflict with anything herein stated, will apply to this proposal and any contract based thereupon.
12. **ACCEPTANCE.** All accepted proposals are subject to our approval, any contract based upon this proposal will incorporate this proposal in its entirety, including all terms and conditions hereof. Acceptance is limited to the terms of this proposal. Notification of objection is hereby given to any different or additional terms. All prices are subject to acceptance and unless a conditional commitment in writing is received by us within ten (10) days after bid date, prices are subject to change without notice.
13. **CONTRACT.** In the event of any conflict between the terms and conditions stated herein and the terms and conditions of any acceptance or agreement to which these terms may be made a part thereof or in the plans or specifications now or hereafter existing, the terms of this proposal and the terms and conditions herein stated shall govern.
14. **HOISTING.** Purchaser shall provide us free use of purchaser's hoist on regular time.
15. **EMBEDS.** We exclude the distribution, setting and building in of all embeds.
16. **DISTRIBUTION.** We exclude receiving, unloading, and distribution of any materials we furnish or install except glass, hardware, and control consoles.
17. **ANCHOR BELTS.** We exclude all erection anchor bolts, screw, shields, etc. for anchoring, and materials we do not install except standard masonry straps for hollow metal frames.
18. **WARRANTY.** We warrant that the materials to be furnished and/or installed by us shall be free from defects in material and workmanship under normal use and service, and when properly installed, for a period of twelve months from the date of installation, if installed by us, or from the date of delivery, if not installed by us. We agree to repair or replace F.O.B. point of shipment, such materials, or any part thereof, found by us after inspection as defective, provided said materials and/or equipment has been properly installed and provided said equipment has been properly operated and maintained in accordance with our recommendations and the recommendations and specifications of the manufacturer. Our obligation hereunder shall be limited to the replacement or repair and in no event shall we be liable for consequential, incidental or special damages. THIS WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS.
19. **PLANS AND SPECS.** If materials are being furnished by us in accordance with plans and specs, the materials comply with the plans and specs to the best of our knowledge. However, not all of the materials and equipment are subject to final acceptance by the architects and/or owners and we do not warrant their acceptance. With respect to any error of deficiency in any provisions of the specifications, plans or drawings furnished to us or in the event of any charges thereto, purchaser shall reimburse us for any additional expense resulting from such error, deficiency or change.
20. **TIME FOR ACCEPTANCE.** This proposal is subject to acceptance within the time limitations stated on the reverse side hereof and, further, within said time prices are subject to change without notice unless a conditional commitment, in writing, is received by us within ten days after bid date.
21. **DEFAULT.** Should purchaser fail to pay for all labor, materials or supplies furnished by us, when payment is due, or should purchaser otherwise default in any of the provisions of this agreement, and should we employ an attorney to enforce any provision hereof or collect damages for breach of this agreement or recover on any applicable payment bond, then purchaser and its surety agree to pay us such reasonable attorney's fee and other costs as we may expend therein.
22. **RETENTION.** In no event shall purchaser hold retainage from us at a percentage greater than the percentage retained by the owner from purchaser.
23. **TAXES.** We include all applicable taxes, unless stated otherwise on the face of the proposal.

APPLYING TO MATERIAL(S) WE DO NOT INSTALL:

For materials furnished, but not installed, by us, the above provisions apply; but delete paragraphs 2, 3, 8, 14, 22 and 23 above, and add the following provisions

1. **TERMS.** (Unless otherwise stated in writing) F.O.B. Shipping Point. Net 30 days. Subject to approval of credit. Time of payment is of the essence. No shipment will be made to or labor performed for jobs with a past due account.
2. **TAXES.** Any sales or excise taxes (present or future) to be in addition to price(s) named herein, unless stated otherwise on the face of this proposal.

RETENTION: In no event shall purchaser hold retention on a supply only order

Norment Security Group, Inc.

Proposal

Page No.

of

Pages

BARNHILL'S ELECTRIC SERVICE
 Heating - Air Conditioning - Electrical Contracting
 1809 West Main Street
 P.O. Box 1154 Williamston, NC 27892
 Phone: 792-3466

PROPOSAL SUBMITTED TO <i>Bertie Martin Jail</i>		PHONE <i>794-9283</i>	DATE <i>2-11-15</i>
STREET <i>230 County Farm Rd.</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Windsor, N.C.</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

(1#) We propose to replace 3 4x4 wood poles holding 3 outside lights up with 3 2 inch rigid galvanized pipes with caps. We will provide brackets to mount lights on new supports also. \$659.00

(#2) We propose to clean and paint all registers, 4 grills for supply and return duct in jail \$8230.00

(#3) We propose to drill holes in existing metal lock box's and repaint and reinstall in same locations. (4 Box's total) \$335.00

(#4) We propose to remove all lead insulation on duct work in Hall from Booking to Cell block and reinspect, staple and tape with new dust insulation of R-8 value. \$2500.00

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Archie Spivey

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal

Page No. of Pages

BARNHILL'S ELECTRIC SERVICE
 Heating - Air Conditioning - Electrical Contracting
 1809 West Main Street
 P.O. Box 1154 Williamston, NC 27892
 Phone: 792-3466

PROPOSAL SUBMITTED TO <i>Bertie Martin Jail</i>		PHONE <i>794-9283</i>	DATE <i>2-13-15</i>
STREET <i>230 County Lane Rd.</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Windsor, N.C.</i>		JOB LOCATION <i>Roof top</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We propose to disconnect, move, and make back and reconnect roof top units as needed to repair roof under and around roof system. Roofers advised, 8 systems will have to be moved.

\$360.00 per unit

~~*X*~~ *8*
\$2880.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Godwin Spivey*
 Note: This proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____
 Signature _____

Quote Number 0215 GPESQ
Quote Date January 6, 2015
Client Name and Address Bertie County
106 Dundee St
Windsor, NC 27893



Client Phone
Client E-mail
Address of Treated Structure 230 County Farm Rd.
Windsor, NC 27893
Project/Contract Number TBD
Projected Start Date TBD
Inspector Kenny Lenau
Inspector Phone 252-412-1276
Sales Representative Kenny Lenau
Sales Representative Phone 252-412-1276
Terms Payment due upon completion

Findings: (RH, Moisture Levels, Areas To Be Addressed)

The building had poor air circulation, high humidity, and moisture intrusion issues resulting in suspected microbial growth through the facility. The conditions of the building during the assessment were from 71 degrees to 78 degrees and 29% Rh to 48% Rh.

Remediation Process Details:

The scope of work for this project includes: Travel to the site location; Baseline air samples (12 samples) to establish the initial mold levels before the start of the remediation process; the set up and use of 4-5 HEPA filtered air scrubbers to remove the air born particulates during the remediation process; An anti microbial treatment of the entire facility (approx. 16,000 square feet) to sanitize the area of all exposed mold currently present; A physical wipedown of all areas and surfaces that have visible suspected microbial growth; A secondary anti microbial treatment of the entire facility to provide a preventative treatment to prohibit future growth; Clearance air samples (12 samples) to ensure that a successful remediation has been achieved; and all paperwork associated with the project which includes a project summary and lab results.

Total Price: \$21,746.83

Client Signature _____

Palmetto Environmental Signature _____

* By signing and returning this quote you are entering into a contract with Palmetto Environmental to complete the above scope of work. Upon completion you agree to pay Palmetto Environmental within set terms.

ACCOUNTS NOT PAID WITHIN 15 DAYS OF INVOICE DATE ARE SUBJECT TO A SERVICE CHARGE OF 1.5% PER MONTH ON THE UNPAID BALANCE.



FUTRELL'S PLUMBING

2931 NC HWY 32 SOUTH
PLYMOUTH, NC 27962

Estimate

Date	Estimate #
2/23/2015	50

Name / Address
BERTIE/MARTIN COUNTY JAIL ABJTRENT3@OUTLOOK.COM

Project

Description	Qty	Cost	Total
WATER CLOSET ON F3 AND F4 - INSTALL TWO NEW FLUSH VALVES AND REPLACE PIPE AND CUT OFF VALVES ON BACK WALL F1 & F2 - REPLACE PIPE AND TWO CUT OFF VALVES ON BACK WALL AND ONE FLUSH VALVE FRONT OFFICE HOLDING CELL - INSTALL TWO NEW GATE VALVES, REDO HOT AND COLD WATERLINE IN HALLWAY AND RE-INSULATE FRONT OFFICE HOLDING CELL TWO - TWO LAVATORY P-TRAPS, REPLACE ONE FLUSH VALVE, RUN WATERLINE IN HALLWAY HOT AND COLD AND RE-INSULATE KITCHEN - REPLACE WATERLINE FROM ICE MACHINE AROUND WALL TO HOSE BIB, REHANG INSTALL NEW STAINLESS STEEL HAND WASH SINK IN KITCHEN 17 AND 18 CLOSET - CHIP OUT FLOOR, REPAIR PIPE GOING TO COMMODE REPLACE GATE VALVE AND PIPE GOING TO SHOWER AND REPLACE ONE FLUSH VALVE PLUMBING CHASE 3 - REPLACE TWO SHOWER VALVES AND PIPE, REPLACE P-TRAP ON THIRD COMMODE, LAST ON RIGHT REPLACE P-TRAP ON LAVATORY; HANG AND STRAP VENT PLUMBING CHASE 4 - REPLACE TWO GATE VALVES AND SHOWER VALVES, REPLACE SIX FLUSH VALVES, REPLACE EIGHT SINK FAUCETTES, REMOVE COMMODE AND INSTALL NEW SEAL AND PIPE FOR 9 COMMODES, REBUILD TWELVE FLUSH VALVES, REBUILD SIX SINK FAUCETTES, INSTALL NEW EXTENSION TUBE FOR FLUSH VALVE CLEAN OUT LAVATORY FAUCETTES INSTALL TEN PUSH BUTTON LAVATORIES NEW SIDE - 40 MAN HOLDING CELL -			
PRICE GOOD FOR 30 DAYS			
		Total	

FUTRELL'S PLUMBING
 2931 NC HWY 32 SOUTH
 PLYMOUTH, NC 27962

Estimate

Date	Estimate #
2/23/2015	50

Name / Address
BERTIE/MARTIN COUNTY JAIL ABJTRENT3@OUTLOOK.COM

Project

Description	Qty	Cost	Total
PLUMBING CHASE 1 - INSTALL NEW SHOWER VALVE, REPAIR SINK FAUCETTE, REPLACE FIVE 4' TEST CAPS, REBUILD FIVE FLUSH VALVES		49,864.00	49,864.00
PRICE GOOD FOR 30 DAYS		Total	\$49,864.00

PROPOSAL TO REPAIR ALL WATER LEAKS

Prepared for Bertie/Martin Regional Jail

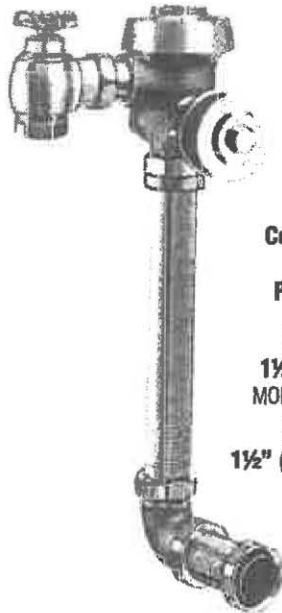
1. To install fifty sloan push button flush valves. Model #9609 at \$375.00 each.
 2. Cost of for labor is \$200.00 per valve.
 3. To replace 100 4" foam core coupling at \$8.00
 4. To replace 200 2" foam core coupling at \$5.00. (Labor for item 3 & 4 comes under general labor).
 5. To replace kitchen sink and faucet. (Stainless steel sink with faucet \$640.00)
 6. Thirty (30) 3/4" cut off vales at \$15.00 each.
 7. One (1) new faucet in officers bathroom at \$85.00
-

Description	Quantity	Unit Price	Cost
Item 1	50	\$ 375	\$ 18,750
Item 2	50	\$ 200	\$ 10,000
Item 3	100	\$ 8	\$ 800
Item 4	200	\$ 5	\$ 1,000
Item 5	1	\$ 640	\$ 640
Item 6	30	\$ 15	\$ 450
Item 7	1	\$ 85	\$ 85
Total			\$ 31,725

SLOAN

Code No. 0816331
Rev. 4 (05/13)

INSTALLATION INSTRUCTIONS FOR STAINLESS STEEL WATER CLOSETS, URINALS AND COMBINATION FIXTURES



**Concealed Flushometer
with Standard
Push Button Actuator**

**Closet Flushometer
1½" (38 mm) Back Inlet
MODELS 601, 603, 611 & 681**

**Urinal Flushometer
1½" (38 mm) & ¾" (19 mm)
Back Inlet
MODELS 609 & 613**



**Concealed Flushometer
with Hydraulic
Push Button Actuator**

**Closet Flushometer
1½" (38 mm) Back Inlet
MODEL 9603**

**Urinal Flushometer
1½" (38 mm) & ¾" (19 mm)
Back Inlet
MODELS 9609 & 9613**

Made in the U.S.A.

LIMITED WARRANTY

Unless otherwise noted, Sloan Valve Company warrants this product, manufactured and sold for commercial or industrial uses, to be free from defects in material and workmanship for a period of three (3) years (one (1) year for special finishes, SF faucets, PWT electronics and 30 days for PWT software) from date of first purchase. During this period, Sloan Valve Company will, at its option, repair, replace, or refund the purchase price of any product which fails to conform with this warranty under normal use and service. This shall be the sole and exclusive remedy under this warranty. Products must be returned to Sloan Valve Company, at customer's cost. No claims will be allowed for labor, transportation or other costs. This warranty extends only to persons or organizations who purchase Sloan Valve Company's products directly from Sloan Valve Company for purpose of resale. This warranty does not cover the life of the batteries.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT IS SLOAN VALVE COMPANY RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY MEASURE WHATSOEVER.

PRIOR TO INSTALLATION

Check that the "L" dimension shown on the flushometer package is correct for your application. Determine the "L" dimension for your application by using the following formula:

"L" dimension = Wall Thickness (to the nearest whole inch) + 2-3/4" (Models 609, 611 and 613), 4-3/4" (Models 601 and 603) OR 6-3/4" (Model 681).

Prior to installing the Sloan Flushometer, perform the following functions using the rough-in diagrams on Pages 2 and 3.

- Bore a 1-1/2" (38 mm) opening in wall for standard or hydraulic push button actuator
- Bore a 1-2" (25-51 mm) opening in wall for piping. Refer to the Rough-in drawings on Pages 2 and 3. (This is NOT required if wall sleeve is used in conjunction with fixture.)
- Install stainless steel flushometer
- Install drain line
- Install water supply line

IMPORTANT:

- **INSTALL ALL PLUMBING IN ACCORDANCE WITH APPLICABLE CODES AND REGULATIONS.**
 - **WATER SUPPLY LINES MUST BE SIZED TO PROVIDE AN ADEQUATE VOLUME OF WATER FOR EACH FIXTURE.**
 - **FLUSH ALL WATER LINES PRIOR TO MAKING CONNECTIONS.**
- Sloan's flushometers are designed to operate with 10 to 100 psi (69 to 689 kPa) of water pressure. **THE MINIMUM PRESSURE REQUIRED BY THE VALVE IS DETERMINED BY THE TYPE OF FIXTURE SELECTED.**

Consult fixture manufacturer for minimum pressure requirements. Most Low Consumption water closets (1.6 gpf/6.0 Lpf) require a minimum flowing pressure of 25 psi (172 kPa).

TOOLS REQUIRED FOR INSTALLATION

- Standard set of hex wrenches
- Sloan A-50 Super-Wrench™, Sloan A-109 Pier Wrench or smooth jawed spud wrench
- Parker Tube Cutter (PTC)

Proposal

Price No. _____

of _____

1990

EAST CAROLINA ROOFING & COATING, INC.

3635 Stanley Rd.
WINTERVILLE, NORTH CAROLINA 28590
Ph/Fax (252) 746-6483
Mobile (252) 916-4149

Project No. _____

Bertie County

Phone

252-209-6766

2-11-15

Address

Project Name

Bertie County Jail

City/State/Zip

Windsor, NC

Contractor

John Trent

We hereby submit specifications and estimates for

1. Remove all loose rocks and flashings around perimeter
2. Cut out blisters and repair with hot tar
3. Mechanically attach 1/2" or 1" insulation
4. Install a 60 mil white TPO membrane roof system
5. Wrap membrane up and over all perimeter copings
6. Fabricate and install bronze coping on perimeter
7. Counterflash interior walls
8. Remove trash and dispose at landfill

Warranties

1. 24 months workmanship
2. 20 years by manufacturer

Costs

	1/2" insulation	1" insulation
1. Old section	\$80,000.00	\$85,000.00
2. New section	18,000.00	20,000.00

Existing BUR left as moisture barrier

Roof installed in sections to prevent possibility of leakage

The Proposer hereby to furnish materials and labor complete in accordance with above specifications, for the sum of _____

payable by _____

3 equal payments

Accepted by _____
Accepted by _____
Accepted by _____

Accepted by _____

Note: This proposal may be withdrawn at any time without penalty.

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. Work will be done in accordance with the specifications. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Bertie County Regional Jail

I. A + B Block + Catwalk

A. Walls: Prep by Scraping as needed, Prime as needed and paint with appropriate durable, High Quality Paint.

Labor \$3900-²⁷⁸⁰⁰

B. Ceiling: Prep by Scraping + prime as needed, and Paint w/ appropriate paint.

All 4 Cellblock Labor \$3000-

C. Bars: Prep by Scraping + prime as needed, and Paint w/ appropriate paint

Labor \$2400-

D. Tables, Chairs, etc.: Prime as needed + Paint. w/ appropriate paint.

Labor: \$600-

II. C + D Block + Catwalk

A. Same as A + B Block (above)

III. (A B C D) Hallway

A. Walls: Prep as needed + Paint.

Labor \$2,350.-

B. doors: Paint 11/24/14

Labor \$490-

IV. Dorm Walls

A. Walls: Prep as needed, Paint w/ High Quality Paint.

Labor \$5350-

Premium Painting & Renovations

1135 Creek Drive
Williamston, NC 27892
Phone: 252-792-8777
Fax: 252-792-8774

March 4, 2015

Estimate

To: Bertie-Martin Jail
Windsor, NC

Description:

Paint minimum two coats on all previously painted surfaces including, bunks, ceilings, walls and bars. Areas to be painted include 2 holding cells, F Hall cells, I-Hall cells, (12 total), C-Block, B-Block and A-Block. Include cat walk in A, B and C block.
Also in dorm paint all walls, columns, bunks, doors, frames and red trim. Paint lower duct work.

Labor and materials.....	\$23,075.00
Add painting brown windows in A, B and C block.....	\$800.00
Total including windows.....	\$23,875.00

Thank you,

Steve Hester

CAROLINA QUALITY AIR

Cleaning up your indoor air pollution
111 Essex Drive
Winterville, N.C. 28590
252-321-7447

February 11, 2015

PROPOSAL

Re: HAVAC Duct and Equipment Cleaning Bertie
County Jail

Dear Sirs,

Carolina Quality Air proposes to provide all labor, equipment and material to clean and sanitize, all HVAC ductwork, grills, registers, blower fans, dampers, diffusers, and turning vanes, on (7) HVAC Units and (11) exhaust vent units at the above location.

Duct Cleaning shall be done in accordance with National Air Duct Cleaners Association's ACR 2013 standards.

SPECIFICATIONS FOR DUCT CLEANING

1. **Equipment and workmanship:** The Vacuum system shall have a suitable dust and lint catcher capable of trapping light and heavy materials vacuumed from the Duct system. The compartments shall be dust tight. All work shall be accomplished by workmen skilled and trained in HVAC systems cleaning. A certified air System Cleaning Specialist (ASCS) will supervise the entire operation.
2. **Area Clean Up:** Every precaution shall be taken to prevent the spread of dust and dirt in occupied areas. All desks, computers and work tables shall be covered with drop clothes while work is performed in that area. A complete area clean up after each work cycle shall be performed and no debris left behind.

3. Grills and registers: All grills, registers, and diffusers shall be cleaned with a non-toxic, sanitizing solution. Areas around the registers shall be lightly cleaned by blowing with air, leave all areas free of any debris or dust.
4. Ductwork shall be cleaned by inserting a vacuum hose in one end of the duct or trunk line and, with a high velocity air sweeper, brush all interior surface areas of the duct system including, joints, seams, splitters turning vanes, scoops, baffles, cracks and crevices otherwise inaccessible. As the air sweeper is operating, the residues shall be drawn into the vacuum unit (minimum 10,000 CFMs). All foreign materials such as dust, mold, soot, lint, hair, bacteria and other air movement residues shall be removed from the area.
 - 4.1 Special care and attention shall be given to ducts having interior lining materials and a light vacuum process shall be used to prevent damage to air side surfaces. All loose fibrous materials shall be removed by a combination of controlled forced air and combined power vacuum method.
5. Entire system will then be sanitized with an EPA registered HVAC approved sanitizer.

Cost of duct and equipment cleaning

\$4,825.00

We appreciated the opportunity to bid on this project and look forward to serving you.

Submitted by,

Perry Bagley ASCS/VSMR/Regional Coordinator NADCA

**BERTIE-MARTIN REGIONAL JAIL
JAIL INSPECTION: OCTOBER 14, 2014
PLAN OF CORRECTIVE ACTION**

J03: 10A NCAC 14J .0103(a); Applicability - Construction

Deficiency: Plumbing Fixtures (Cell, C-7)

Plan of Corrective Action: Facility had toilet in C-Block, cell C-7, checked for operation by Jail Staff. The toilet in cell C-7 is flushing normal at this time, any problems that may arise from toilet will be reported to the Jail Plumber for repair. Inmates are encouraged by jail staff to report non-working plumbing fixtures.

J03: Deficiency: Plumbing Fixtures (Cell, A-2)

Plan of Corrective Action: The sink not working in A-Block, cell A-2 will be evaluated and repaired by the Jail Plumber in a timely manner. Jail Plumber will be contacted to repair plumbing issue(s) that may occur at the facility.

J03: Deficiency: Plumbing Fixtures (Cell, B-3)

Plan of Corrective Action: The sink not working in B-Block, cell B-3 will be evaluated and repaired by the Jail Plumber in a timely manner. The facility checked all other plumbing fixtures inside of B-Block cell area, all other plumbing fixtures functioning properly.

J03: Deficiency: Plumbing Fixtures (Women's Dorm)

Plan of Corrective Action: All sinks in the women's dorm were tested after jail inspection for proper operation. 7 out of the 8 sinks inside of the women's dorm had running water. The sink that is not working will be evaluated and repaired by the Jail Plumber for immediate repair.

J03: Deficiency: Dirty HVAC Vents (All Detention Blocks)

Plan of Corrective Action: Jail Staff will clean clogged and dirty vents in all cell areas as stated in jail inspection report. Jail Staff will monitor the condition of the vents in all detention blocks on a regular basis. The heating ventilating and air conditioning return and supply vents were re-cleaned 10-13-14.

J03: Deficiency: Light Fixtures

Plan of Corrective Action: The damaged light fixture lens on the Isolation Hallway by the linear cells have been identified and in the process of being repaired by the Jail's electrical contractor. BMRJ staff will monitor and identify other potential light fixture lens that may become damaged.

J03: Deficiency: Main Door Lock (Dormitory)

Plan of Corrective Action: Clarification of the operation of the door lock in the 40 man dorm was reported to Charles Brown on (10-13-14) by Craig Friedman. Charles Brown, Jail Inspector, accepted the clarification as corrective action, no further action at this time.

J34: 10A NCAC 14J .0601 (b) Supervision

Deficiency: Documentation of Supervision Rounds

Plan of Corrective Action: Documentation of supervision rounds were not provided due to the computer that the supervision rounds are downloaded on was not working. The computer has been temporarily repaired, documentation of supervision rounds were faxed to your office, (as discussed with Captain White during inspection), on the date of 10/09/14 for review.

J35: 10A NCAC 14J .0601 (b) Supervision

Deficiency: (Security Practices)

Plan of Corrective Action: The two surveillance cameras located in the 40 man dorm that were not working will be repaired in a timely manner. The facility has contacted and have met with several security firms to have surveillance cameras and equipment replaced. The facility will continue to upgrade security camera equipment throughout the facility in a timely manner.

J38: 10A NCAC 14J .0701 Sanitation

Deficiency: Cell Blocks (Paint)

Plan of Corrective Action: BMRJ will continue to make efforts to repair and repaint cell blocks, ceiling and bunks that have peeling paint. BMRJ is in the process of having all painting issues inside of the facility evaluated for repair.

J38: Deficiency: Showers

Plan of Corrective Action: On a dally basis jail staff distributes cleaning items and cleaning solutions to inmates to keep all cell showers clean and disinfected dally. Shower areas identified by Jail Staff having mold and mildew will be treated and cleaned with cleaning solution. BMRJ is in the process of having protective inserts installed on shower walls to help fight the mold and mildew in all cell shower areas. BMRJ continues to make every effort to improve the physical condition of the facility.

J240: 10A NCAC 14J .1521 Mirrors

Deficiency: Mirrors

Plan of Corrective Action: BMRJ will identify mirrors in facility that are damaged and rusty. BMRJ will have damaged and rusty mirrors replaced. BMRJ has replaced numerous damaged mirrors with new mirrors and will continue to identify cell areas throughout the facility that need to have mirrors replaced in a timely manner.



**North Carolina Department of Health and Human Services
Division of Health Service Regulation**

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

October 13, 2014

Bertie-Martin Regional Jail
230 County Farm Road
Windsor, NC 27983

RE: Bertie-Martin Regional Jail

Dear Mr. Perry:

On October 8, 2014, Charles Brown, Jail Inspector, from the Construction Section of the Division of Health Service Regulation, inspected your facility to determine compliance with 10 NCAC Subchapters 14J-Jails, Local Confinement Facilities. This inspection found deficiencies whereby corrections are required. A copy of the inspection report is enclosed for your attention. Please submit your plan of correction on each deficiency cited in this report to this office by 11/12/2014.

Your Plan of Correction must contain the following:

- What corrective action(s) will be accomplished in those areas of the facility found to have been affected by the deficient practice.
- How you will identify other areas of the facility having the potential to be affected by the same deficient practice and what corrective action will be taken.
- What measures will be put into place or what systemic changes you will make to ensure that the deficient practice does not recur.
- How the corrective action(s) will be monitored to ensure the deficient practice will not recur, ie., what quality assurance program will be put into place.

Construction Section

www.ncdhhs.gov • www.ncdhhs.gov/dhsr

Tel 919-855-3893 • Fax 919-733-6592

Location: Williams Building, 1800 Umstead Drive • Raleigh, NC 27603

Mailing Address: 2705 Mail Service Center • Raleigh, NC 27699-2705

An Equal Opportunity / Affirmative Action Employer

- Include dates when correction action will be completed. The corrective action dates must be acceptable to the State.
 1. Corrective action must begin immediately.
 2. Any completion date greater than 60 days from date of survey requires written justification from the Sheriff.

Your Plan of Correction can be:

Mail to: DHSR Construction Section
2705 Mail Service Center
Raleigh NC 27699-2705

Fax to: (919)-715-4785

Email to: DHSR.Construction.Admin@dhhs.nc.gov

If you have any questions, please do not hesitate to call me at (919) 855-3893

Sincerely,

Steven C. Lewis

Steven Lewis, Section Chief
DHSR Construction Section
919-855-3893

SL:kw

Enclosure

cc: Mr. Scott Sauer, Bertie County Manager
Mr. David Bone, Martin County Manager
Mr. Craig Friedman, Bertie-Martion Regional Jail Administrator

Jail Inspection 10.8.14 Report

PRINTED: 10/09/2014
FORM APPROVED

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 110589	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____	(X3) DATE SURVEY COMPLETED 10/08/2014
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NAME OF PROVIDER OR SUPPLIER BERTIE-MARTIN REGIONAL JAIL	STREET ADDRESS, CITY, STATE, ZIP CODE 230 COUNTY FARM ROAD WINDSOR, NC 27983
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
J 000	10A NCAC 14J Initial Comments Charles Brown conducted the inspection. This biannual jail inspection was conducted as per 10A NCAC 14J JAILS, LOCAL CONFINEMENT FACILITIES Rules. This building was approved for use in 1983 under North Carolina State Building Code 1981 Edition with an occupancy classification of Group I-3. The jail design capacity is 83 male beds and 7 female beds with a total design capacity of 90 beds. The deficiencies determined during the inspection are as follows:	J 000		
J 03	10A NCAC 14J .0103 (a) Applicability-Construction (a) North Carolina State Building Code - Jails must meet the requirements of the North Carolina State Building Code in effect at the time of construction, additions, alterations or repairs. History Note: Authority G.S. 143B-153; 153A-221; Eff. June 1, 1990. This Rule is not met as evidenced by: Based on observation on the morning of 10/08/2014, it was noted that plumbing fixtures were not in compliance with the North Carolina State Plumbing Code. Findings include: 1. The toilet was not working in cell C-7. 2. The sink was not working in cell A-2. 3. The sink was not working in cell B-3. 4. There are several sinks not working in the	J 03		

Division of Health Service Regulation
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 110589	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 10/08/2014
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NAME OF PROVIDER OR SUPPLIER BERTIE-MARTIN REGIONAL JAIL	STREET ADDRESS, CITY, STATE, ZIP CODE 230 COUNTY FARM ROAD WINDSOR, NC 27983
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
J 03	<p>Continued From page 1</p> <p>women's dorm.</p> <p>Based on observation on the morning of 10/08/2014, the heating ventilating and air conditioning return and supply vents were not in compliance with the North Carolina State Mechanical Code.</p> <p>Findings include: The heating ventilating and air conditioning supply vents in all of the detention blocks were dirty.</p> <p>Based on observation on the morning of 10/08/2014, it was noted that the lighting system was not providing adequate illumination in the confinement areas as required by the North Carolina Electrical Code Section .</p> <p>Findings include: There are several light fixture lens damaged in the hallway by the linear cells.</p> <p>Based on observation on the morning of 10/08/2014, it was noted that the facility was not in compliance with the NCSBC. Findings include: The door lock in the 40 man dorm was not working</p>	J 03		
J 34	<p>10A NCAC 14J .0601 (a) Supervision</p> <p>(a) Officers shall make supervision rounds and directly observe each Inmate in person at least twice per hour on an irregular basis. The supervision rounds shall be documented. If remote electronic monitoring is used to supplement supervision, it shall not be substituted for supervision rounds and direct</p>	J 34		

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 110589	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 10/08/2014
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NAME OF PROVIDER OR SUPPLIER BERTIE-MARTIN REGIONAL JAIL	STREET ADDRESS, CITY, STATE, ZIP CODE 230 COUNTY FARM ROAD WINDSOR, NC 27983
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
J 34	<p>Continued From page 2:</p> <p>visual observation.</p> <p>History Note: Authority G.S. 153A-221; Eff. October 1, 1990; Amended Eff. June 1, 1992.</p> <p>This Rule is not met as evidenced by: Based on observation on the morning of 10/08/2014, it was noted that required documentation is not in compliance with this Rule. Findings include: Documentation of supervision rounds could not be provided at the time of inspection.</p>	J 34		
J 35	<p>10A NCAC 14J .0601 (b) Supervision</p> <p>(b) In addition to the supervision rounds required in Paragraphs (a) and (c) of this Rule, each jail shall utilize one or both of the following methods of supervision:</p> <p>(1) Direct or remote two-way voice communication with all confinement units.</p> <p>(2) Visual contact either through direct observation or by means of electronic surveillance with all confinement units.</p> <p>History Note: Authority G.S. 153A-221; Eff. October 1, 1990; Amended Eff. June 1, 1992.</p> <p>This Rule is not met as evidenced by:</p>	J 35		

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 110589	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 10/08/2014
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NAME OF PROVIDER OR SUPPLIER BERTIE-MARTIN REGIONAL JAIL	STREET ADDRESS, CITY, STATE, ZIP CODE 230 COUNTY FARM ROAD WINDSOR, NC 27983
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
J 35	Continued From page 3 Based on observation on the morning of 10/08/2014, it was noted that required security practices were not in compliance with this Rule. Findings include: There were two surveillance cameras located in the 40 man dorm that were not working at the time of inspection.	J 35		
J 38	10A NCAC 14J .0701 Sanitation Each jail shall comply with the North Carolina Commission for Public Health rules governing sanitation as codified in Title 15A Chapter 18A Section .1500 and which are hereby adopted by reference pursuant to G.S. 150B-14(c) History Note: Authority G.S. 143B-153; 153A-221; Eff. June 1, 1990. This Rule is not met as evidenced by: Based on observation on the morning of 10/08/2014, it was noted that the ceilings in several areas were not in compliance with the following Rule: 15A NCAC 18A .1508 WALLS AND CEILINGS (a) The walls and ceilings of all rooms and areas shall be kept clean and in good repair. Findings include: 1. All of the cell blocks have paint peeling off of the walls, ceilings and bunks. 2. The showers are dirty with mildew, mold and	J 38		

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 110589	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 10/08/2014
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NAME OF PROVIDER OR SUPPLIER BERTIE-MARTIN REGIONAL JAIL	STREET ADDRESS, CITY, STATE, ZIP CODE 230 COUNTY FARM ROAD WINDSOR, NC 27983
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
J 38	Continued From page 4 rust.	J 38		
J240	<p>10A NCAC 14J .1521 Mirrors</p> <p>(a) Mirrors shall be approximately 8 inches x 9-1/2 inches in size when provided.</p> <p>(b) Mirrors shall be highly polished stainless steel or chrome plated steel, and they shall be attached securely to the wall.</p> <p>History Note: Authority G.S. 143B-153; 153A-220; 153A-221; Eff. June 1, 1990.</p> <p>This Rule is not met as evidenced by: Based on the observation of the morning of 10/08/2014, the mirrors were not in compliance with this Rule.</p> <p>Finding include: Mirrors were rusty and damaged in cells throughout the facility.</p>	J240		

Scott Sauer

From: Scott Sauer
Sent: Tuesday, March 10, 2015 8:46 AM
To: Sarah Tinkham
Subject: D-5 Republic Services contract elements for March 16th agenda

- 1) **Equipment**—in addition to the equipment listed in the initial proposal, Republic will provide:
 - a. an additional compactor at the Windsor site and one other site (if dictated by volume) for MSW-trash
 - b. 12 yard roll off container for tires at each site
 - c. Closed container for e-waste at two sites (Lewiston and Windsor)
 - d. Pallet at each site to accept batteries
 - e. Container to accept used oil at each site

- 2) **Monthly rate**—flat fee of \$36,859 for thirty-six (36) months with no inflation factor, fuel escalator, or other increase; and beginning in year 4 of the agreement, annual adjustment will be a fixed rate of two percent (2%) per annum.

- 3) **Service hours and days of operation** will remain consistent with the present operational schedule currently posted at each site, which varies with the daylight savings time calendar change.

- 4) **Existing staff**—Republic will make all reasonable efforts to assist Waste Industries site attendants with filing job applications, and other accommodations necessary to ease the transition for qualified personnel.

- 5) **Employees will be provided with uniforms (laundry service), safety shoes and hearing/eye protection as per company policy.**

- 6) **Free weekly container service (8yard box) at courthouse, DSS and Council on Aging senior center, once the current service agreement has expired.**

- 7) **Free container service for community festivals.**

- 8) **“performance clause” or liquidated damages in the event that the sites are not operational by July 1, 2015 (\$1,000 per day)**



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