

Bertie County Board of Commissioners



**November 6, 2017
12:30 PM**

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

BERTIE COUNTY BOARD OF COMMISSIONERS
November 6, 2017
Meeting Agenda

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

12:30 Lunch

1:00 Work Session – County Attorney review of franchise renewal process

2:00 Republic Services – present discussion points and suggested calendar for franchise renewal and landfill host agreement

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

4:05-4:15 Invocation and Pledge of Allegiance by Vice Chairman Bazemore

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

(A)

***** APPOINTMENTS *****

4:25 – 4:35 (1) Public Hearing #1 – CDBG Broadband grant -- Roanoke Electric Cooperative

4:35 – 4:45 (2) Library Update by Bertie County Branch Manager, Nancy Hughes

4:45 – 4:55 (3) Update on CADA Hurricane Matthew workers and proposal from NCWorks Career Center by Ms. Ja’Queta Pugh-Stevenson

4:55 – 5:10 (4) Presentation by Carl Lee, Chair of the Northeast Human Development Center

5:10 – 5:20 (5) Poverty Initiative update and proposed schedule by Patricia Ferguson

Board Appointments (B)

1. Workforce Development Board

Consent Agenda (C)

1. Approve Minutes for Regular Session 10-16-17
2. Approve Minutes for Work Session 10-17-17, 10-30-17
3. Register of Deeds Fees Report – October 2017
4. Budget Amendments
5. Amended offer & Acceptance Documents for Federal DWSRF Loan (#WIF-1897) Town of Roxobel/BCWDIV system merger in the amount of \$1,937,608.
6. Approve water system transfer of assets for Town of Roxobel and Town of Lewiston-Woodville consolidations
7. Approve Work Authorization #3 – Holland Consulting Planners, Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

8. Approval of Water District III system improvements for South Windsor, change order for Herring-Rivenbark in the amount of \$23,446.25 and an amendment to the engineering agreement with Green Engineering for related construction inspections in the amount of \$24,640.

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

Discussion Agenda (D)

1. EMS Station One – tabulation for construction bids received as of November 1st which are under review to insure compliance with project specifications
2. Blue Jay Recreation Park – plan update and review of latest cost estimates
3. Courthouse security renovations – review and consider proposed renovations for public entrance screening area and inmate security measures for vehicle transport
4. County Manager’s request for contract extension of employment agreement which expires June 30, 2018

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued
(3 minute time limit per speaker)

Closed Session

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: WS #1

DEPARTMENT: Governing Body

SUBJECT: Work Session – County Attorney review of franchise renewal process

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

ATTACHMENTS: No

LEGAL REVIEW PENDING: ---

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: WS #2

DEPARTMENT: Governing Body

SUBJECT: Republic Services – present discussion points and suggested calendar for franchise renewal and landfill host agreement

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: ---

ITEM HISTORY: ---

Bertie County Board of Commissioners



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4:00 PM**

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County Manager’s Reports (F)

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(3 minute time limit per speaker)

Closed Session

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: A-1

DEPARTMENT: Governing Body

SUBJECT: Public Hearing #1 – CDBG Broadband grant -- Roanoke Electric Cooperative

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

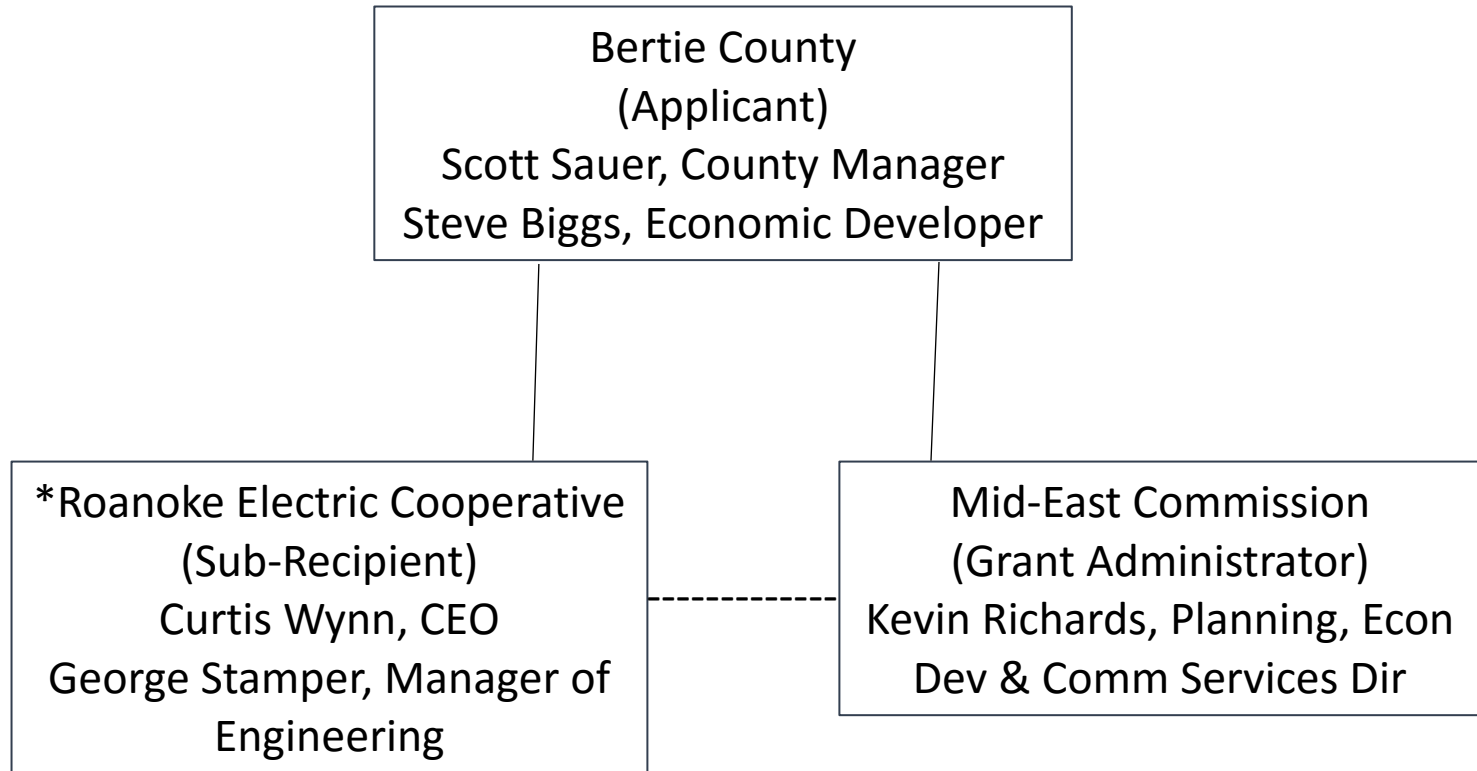
SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): ---

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: ---

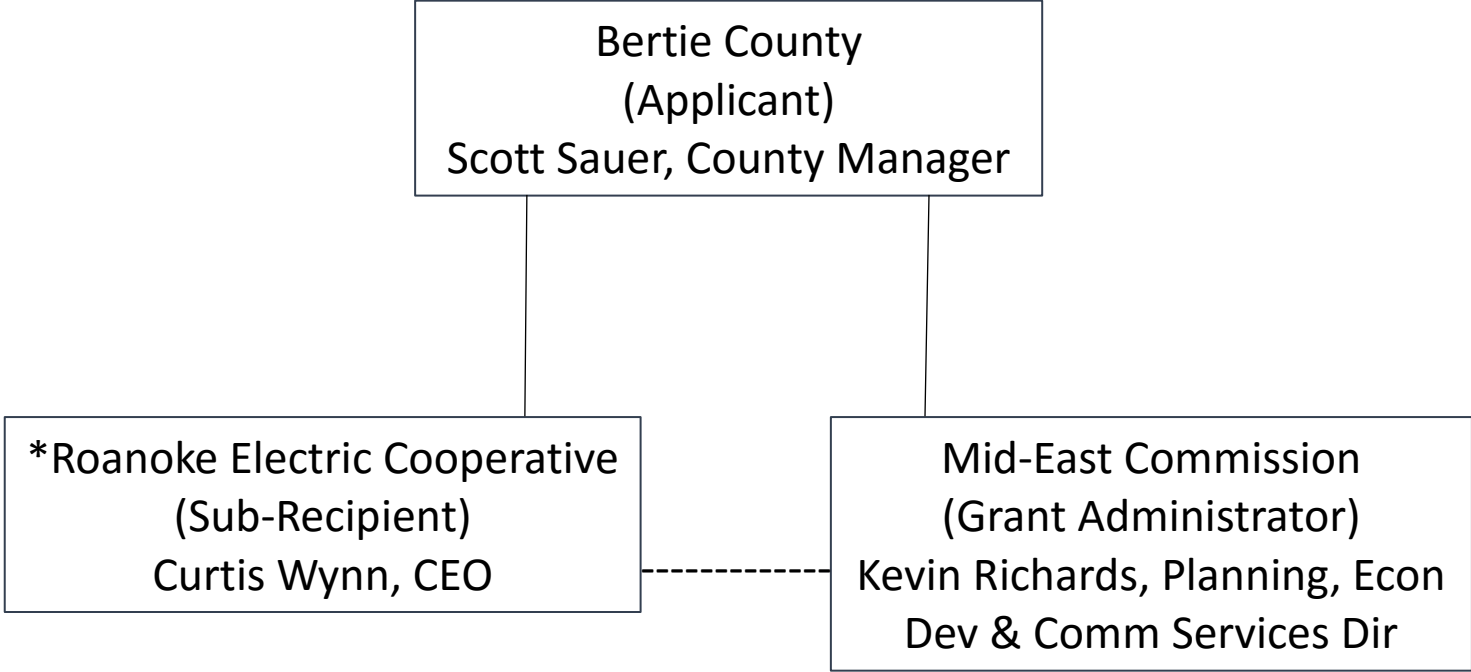
ITEM HISTORY: ---

**Bertie County CDBG Broadband Grant
Organizational Chart**



**Grant project – including construction/labor, purchase & install of equipment, to be completed by REC or any contractors bid under REC*

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Organizational Chart**



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BERTIE COUNTY CDBG-BROADBAND PROJECT CITIZEN PARTICIPATION PLAN

This plan describes how Bertie County will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects, which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also requires that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing should be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to Scott Sauer, County Manager. He will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to John the Chairman of the Bertie County Commissioners, currently John Trent. He shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Department, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4679.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Bertie County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly by the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

Bertie County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered. These notices may also be made available in the form of press releases, as a public service announcement to local radio stations and may be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the Bertie County Offices during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the Bertie County Offices consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals as needed.

ADOPTED, this the 6th day of November, 2017.

ATTEST:

*John Trent, Chairman
Bertie County Commissioners
Bertie County*

*Sarah Tinkham
Clerk to the Board*

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Recipient's Plan to Further Fair Housing

Bertie County
Recipient

106 Dundee St., PO Box 530, Windsor, NC 27983
Recipient's Address

Scott Sauer- County Manager
Contact Person

(252) 794-5300
Telephone Number

- I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time Past Activities

II. Identify and analyze obstacles to affirmatively furthering fair housing in Ayden's community. (Use additional pages as necessary.)

1. Citizens of Bertie County may not be aware of current federal and state fair housing law or what constitutes an unfair housing practice.
2. Lack of coordination among housing-related groups and organizations in the public and private sector. Local housing-related businesses may not be aware of their responsibilities to comply with provisions of fair housing law; or may not be aware of opportunities to participate in agreements to affirmatively further fair housing.
3. Low income families may not be aware of housing assistance available to them in Bertie County.
4. Citizens and housing-related businesses may be unaware of Title VIII requirements included in the Fair Housing Amendments Act of 1988.
5. Housing ownership opportunities are limited for low- and moderate-income persons. Where housing opportunities exist, extensive credit counseling and homeownership classes are required to prepare them for ownership eligibility.
6. Insufficient inventories of standard, affordable housing units to provide LMI persons, protected under Title VIII, reasonable numbers of housing options in locations outside traditional areas of LMI and/or minority concentrations.

- III. Briefly describe the activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis. (Use additional pages as necessary.)

Update the County's Recipient's Plan to Further Fair Housing	November	2017	\$0	\$0.00
Publish FH Complaint Procedure in local newspaper	February	2018	\$160	\$0.00
Stock FH materials and post FH Policy & Complaint Procedure in lobby of the County Administration Building	May	2018	\$0	\$0.00
Place Fair Housing Information on the County's website	August	2018	\$0	\$0.00
Contact local library branches; provide FH materials	November	2018	\$0	\$0.00
Contact local realtors and provide Fair Housing materials	February	2019	\$20.00	\$0.00
Restock FH materials at Town Administration Building	May	2019	\$0	\$0.00
Publish FH Complaint Procedure in local newspaper	August	2019	\$160.00	\$0.00

- IV. Will the above activities apply to the total County?

X Yes ___ No (If no, provide explanation.)

- V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary.)
1. Any person or persons wishing to file a complaint of housing discrimination in Bertie County may do so by informing the Bertie County Manager at (252) 794-5300, or the N.C. Human Relations Commission at (919) 807-4420, Fax (919) 807-4435, Toll-Free 1-866-324-7474 of the facts and circumstances of the alleged discriminatory act or practice.
 2. Upon receiving a housing discrimination complaint, the County Manager shall inform the North Carolina Human Relations Commission about the complaint within ten (10) calendar days. The County shall then assist the Commission and the complainant in filing an official written housing discrimination complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII.
 3. The County shall offer assistance to the Commission in the investigation and conciliation of all housing discrimination complaints which are based upon events occurring in the County.
 4. The Bertie County Manager shall publicize within the County that he is the local official to contact with housing discrimination complaints.

APPROVED BY: John Trent, Chairman
Name & Title

Signature of Chairman

November 6, 2017
Date

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BERTIE COUNTY- CDBG- BROADBAND PROGRAM MANUAL

A Resolution Authorizing the Adoption of the Program Manual for the Bertie County Community Development Program.

Be it resolved by the Board of Commissioners of Bertie County, North Carolina that:

WHEREAS, the County is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

Whereas the following documents are required under this program:

- **Citizen Participation.** Applicants must certify in their application that they are following a written citizen participation plan that provides for citizen access to information and participation in all stages of the project.
- **Procurement.** The grantee must have a written Procurement Policy that meets the requirements specified in 2 CFR Part 200. The procurement procedures must reflect applicable State and local laws, promote free and open competition, and describe efforts to encourage minority and female owned businesses to submit bids/proposals. Loan funds awarded to a private company are not subject to procurement regulations.
- **Equal Opportunity.** Applicants are required to ensure that CDBG aided projects comply with equal opportunity and nondiscrimination laws and that people in protected categories are not excluded from project participation.
- **Fair Housing.** Grant recipients are required to comply with fair housing and nondiscrimination laws. The plan must include a list of fair housing promotional activities to be undertaken each quarter over the two-year period of the grant as well as a complaint procedure.
- **Language Access Plan.** Title VI of the Civil Rights Act of 1964 requires local governments receiving federal assistance make special accommodations for persons with limited English proficiency.
- **Section 3 Requirements.** Section 3 of the Housing and Urban Development Act of 1968, as amended, contains requirements governing programs providing direct financial assistance to public recipients and related contractors (or subcontractors).
- **Section 504 of the Rehabilitation Act of 1973.** The local government applicant must complete a Self-Evaluation plan. Units of government as well as private firms are required to comply with certain provisions of the Americans with Disabilities Act (ADA). This plan includes a grievance procedure.
- **Anti-displacement and Relocation Assistance Plan.** A plan for residential anti-displacement and relocation must be documented.

THAT, Chairman, John Trent, is hereby authorized to execute any and all Grant related documents and, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Bertie County, North Carolina, hereby adopts the Program Manual to be used throughout the implementation of the Bertie County Community Development program.

Adopted this 6th day of November 2017.

ATTEST:

John Trent, Chairman

Sarah Tinkham, Clerk to the Board

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RESOLUTION

RESOLUTION FOR THE BERTIE COUNTY APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE BROADBAND PROJECT

WHEREAS, the Bertie County's Commissioners has previously indicated its desire to assist in economic development efforts for Broadband within the County; and,

WHEREAS, the Board has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Broadband for Bertie County; and,

WHEREAS, the Board of Commissioners wishes the County to pursue a formal application for Community Development Block Grant funding to benefit Bertie County's Broadband Project; and no local match is required,

WHEREAS, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the County's Board of Commissioners that the County is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for a Broadband Pilot Project.

Adopted this the 6th day of November, 2017 in Bertie County, North Carolina.

John Trent, Chairman

ATTEST:

Clerk to the Board

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EQUAL EMPLOYMENT PLAN

Bertie County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age political affiliation, or any other non-merit factor, except where religion, sex, national origin or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the County prohibits any retaliatory action of any kind taken by any employee of the County against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The County shall strive for greater utilization of all persons by identifying previously under utilized groups in the work force, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development, and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and Affirmative Action measures is hereby assigned to the County Manager and/or other persons designated by the manager or Board of Commissioners to assist in the implementation of this policy statement.

The County may develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the Board of Commissioners by the County Manger.

The County is committed to this policy and is aware that with its implementation, the County will receive positive benefits through the greater utilization and development of all human resources.

Adopted this 6th day of November 2017.

John Trent, Chairman

ATTEST:

Sarah Tinkham, Clerk to the Board

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Language Access Plan

Bertie County CDBG- Broadband

Providing meaningful communication with persons with limited English proficiency

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

The *Program Contact* for this program is listed below.

*Bertie County Manager
PO Box 530, Windsor, NC 27983
(252) 794-5300
Hearing Impaired: Dial 711 (relaync.com)*

POLICY:

Bertie County will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify in order to avoid discrimination on the grounds of national origin, all programs or activities administered by Bertie County.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from Bertie County who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies. For the purposes of this program this position shall be filled by the *Program Contact*.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

Bertie County will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or “I speak cards,” <http://www.lep.gov/resources/ISpeakCards2004.pdf>) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

OBTAINING A QUALIFIED INTEPRETER

Bertie County will use the methods checked below to obtain a qualified interpreter:

- Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff
- Contacting the appropriate bilingual staff member to interpret, in the event an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language. The Bertie County Department of Social Services is a local resource that can provide phone interpretation for Spanish and other commonly used languages.
- Other: Bertie County will secure online interpreter services, which are readily available when needed

Bertie County will provide all pertinent staff who may have direct contact with LEP individuals with a copy of this policy and procedure, and will train staff who may have direct contact with LEP individuals in effective communication techniques including the effective use of an interpreter.

Family members or friends of the LEP person will not be used as interpreters unless specifically requested by the LEP person and only after the LEP person understands an independent interpreter is available at no charge to the LEP person. If the LEP person choses a family member or friend as an interpreter, Bertie County will consider issues of competency, confidentially, privacy and conflict of interest. If the LEP selected interpreter is not competent or appropriate for any of these reasons, Bertie County will provide competent interpreter services.

Bertie County will not allow children and other residents to interpret, in order to ensure confidentiality of information and accurate communication

PROVIDING WRITTEN TRANSLATIONS

- Bertie County will set benchmarks for translation of vital documents into additional languages.
- When translation of vital documents is needed, Bertie County will submit documents for translation into frequently-encountered languages.
- Bertie County will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

PROVIDING NOTICE TO LEP PERSONS

Bertie County will inform LEP persons of the availability of language assistance by providing written notice in languages LEP persons will understand and provide all interpreters, translators and other aids needed to copy with this policy with CBDG funds and at no cost to the LEP individuals. Ayden will notify the LEP individual and their families of the availability of assistance free of charge and will post notices and signs at intake areas and points of entry such as main lobbies and waiting rooms. Ayden will also provide notification though

outreach documents, public places postings, local newspapers, other local media, or community based organizations.

MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

Bertie County will assess changes in demographics and changes in the types of services needed due to demographic changes and will assess the effectiveness of procedures contained in this Plan, the mechanisms needed for securing interpreter services, complaints filed by LEP individuals, feedback from residents and community organizations, etc.

Compliance Procedures, Reporting and Monitoring

Reporting: Bertie County will complete an annual compliance report and send this report to DWI

Monitoring: Bertie County will complete a self-monitoring report on a yearly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the DWI upon request.

The agency will cooperate, when requested, with special review by the DWI.

Applicant/Recipient Complaints of Discriminatory Treatment

Complaints: Bertie County will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/rd/community-assistance/investment-assistance/forms-resources/compliance-plans-and-templates/limited-english-proficiency>. Bertie County will maintain records of any complaints filed, the date of filing, actions taken and resolution and will notify DWI of complaints filed, the date of filing, actions taken and resolution within 30 days of resolution.

Resolution of Matter: If Bertie County cannot resolve a complaint by informal means, Bertie County will inform the LEP individual, in their primary language of their right to appeal further to DWI. The DWI Compliance Office will conduct an investigation of the allegations of the complaint and will afford all interested persons and their representatives an opportunity to submit evidence relevant to the complaint. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by DWI, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

Adopted this 6th day of November, 2017

ATTEST:

John Trent, Chairman

Sarah Tinkham, Clerk to the Board

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**RESOLUTION FOR BERTIE COUNTY
PROCUREMENT PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Bertie County is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974 as administered through the North Carolina Department of Commerce; and,

WHEREAS, a Procurement Policy is required for the County's CDBG project;

NOW, THEREFORE BE IT RESOLVED, that to accomplish the above, the Bertie County Board of Commissioners hereby adopts the attached Procurement Policy to be used throughout the implementation of this Community Development Block Grant project.

Duly adopted this the 6th day of November, 2017.

By: _____
John Trent, Chairman

Attest: _____
Sarah Tinkham, Clerk to the Board

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**BERTIE COUNTY
PROCUREMENT POLICY FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

In the procurement of supplies, equipment or services in Bertie County's Community Development Block Grant Program, the following policies shall apply:

- 1) Small purchase procedures. These are relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$25,000. Under this procurement method, price or rate quotations shall be obtained from an adequate number of qualified sources. Office supplies and equipment may be secured by this method.
- 2) In competitive sealed bids (formal advertising), sealed bids shall be publicly solicited and a firm, fixed price contract shall be awarded to the responsible bidder whose bid conforming with all the material terms and conditions of the invitation for bids, is lowest in price.
- 3) In competitive negotiations, proposals shall be requested from a number of sources and the Request for Proposals shall be publicized. All aspects of the competitive negotiations shall be carried out in conformance with 24 CFR Part 85. The general administrative contract, appraisal contract, surveying contract and all other required services related to the program implementation shall be awarded utilizing this method. Under this method, special consideration shall be given to experience, technical abilities and familiarity with the services to be provided. Price shall not be the sole consideration for award of contract.

On all procurement, efforts shall be made to solicit bids from qualified small, female and minority business firms.

In all cases, procurement under this Policy must conform to the requirements for procurement set forth in 24 CFR Part 85.

An adequate record of procurement must be maintained to insure that these policies and the requirements of 24 CFR Part 85 have been followed **in their entirety**.

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**LOCAL ECONOMIC BENEFIT FOR LOW AND VERY LOW
INCOME PERSONS (SECTION 3) PLAN**

To insure that to the greatest extent possible contracts for work are awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, Bertie County has developed and hereby adopts the following plan;

1. This Section 3 plan shall apply to services and needed in connection with the grant including but not limited to businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.
2. This Section 3 covered project area for the purpose of this grant shall include Bertie County and portions of immediately adjacent counties.
3. When in need of a service, the County will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.
4. The County will include this Section 3 clause in all contracts executed under this CDBG Program. Where deemed necessary, listings from any agency noted in No. 3 above shall be included as well as sources of subcontracts and suppliers.
5. The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan that will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Bertie County Employment Security Commission shall be notified and referred to the contractor.
6. Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Adopted: This 6th day of November, 2017

ATTEST:

John Trent, Chairman

Sarah Tinkham, Clerk to the Board

**BERTIE COUNTY
RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN
UNDER SECTION 104(d) OF THE HOUSING & COMMUNITY
DEVELOPMENT ACT OF 1974, AS AMENDED**

WHEREAS, Bertie County anticipates award of 2017 Community Development Block Grant-Economic Development funds:

WHEREAS, the County is required to adopt a Residential Anti-Displacement and Relocation Assistance Plan;

WHEREAS, the purpose of this plan is to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner;

NOW, THEREFORE, BE IT RESOLVED that the following constitutes the Residential Anti-Displacement and Relocation Assistance Plan for Bertie County:

Bertie County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing & Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

Bertie County will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Adopted this 6th day of November, 2017.

John Trent, Chairman

ATTEST:

Sarah Tinkham, Clerk to the Board

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SECTION 504 SELF - EVALUATION SURVEY
CDBG/HUD RECIPIENT INFORMATION

CDBG/HUD RECIPIENT NAME: BERTIE COUNTY

CDBG/HUD RECIPIENT ADDRESS: 106 DUNDEE ST.
PO BOX 530
WINDSOR, NC
27983

NAME OF HR STAFF PERSON
RESPONSIBLE FOR SELF-EVALUATION SURVEY:

CAROLYN FORNES- HUMAN RESOURCES DIRECTOR

EMAIL CAROLYN.FORNES@BERTIE.NC.GOV

PHONE NUMBER (252) 794-6120

DATE SELF-EVALUATION WAS COMPLETED: NOVEMBER 1, 2017

CDBG GRANT NUMBER OR TIME PERIOD: NOVEMBER 2017- NOVEMBER 2022

Be sure to attach the current grievance procedure.

U.S. Department of Justice
Civil Rights Division
Coordination and Review Section

**TECHNICAL ASSISTANCE GUIDE
SUPPLEMENTAL INFORMATION
ABOUT THE SECTION 504 TRANSITION PLAN REQUIREMENTS**

TAG-88-11

SECTION 504 COMPLIANCE

SECTION 1. PROGRAM OUTREACH AND COMMUNICATION

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

NOTIFICATION

1. Has the HR taken steps to notify participants, applicants, employees, and unions or professional organizations that it does not discriminate on the basis of disability?

YES NO

YES—Briefly describe the methods used to notify the public about non-discrimination policies.

Placed EEO on all job vacancy listings and bid advertisements. Distributed informational poster also.

NO—Modification or corrective action:

2. Has the HR adopted special procedures to notify persons with disabilities, especially those with vision and hearing impairments?

YES NO

YES—Briefly describe the methods used to ensure program participation by those who have visual or hearing impairments. (Methods include, but are not limited to; qualified sign language and oral interpreters, readers, or the use of taped and Braille materials.)

Handicap accessibility for all public facilities has been listed in all events and meeting advertising, public hearing notices and other information.

NO—Modification or corrective action:

PRINTED MATERIALS

1. Are written materials including posters with non-discrimination notices placed in physically accessible locations?
YES NO
2. Can small print of posted announcements be read from a wheelchair?
YES NO
3. Are all words in printed materials clearly legible?
YES NO
4. Would color blind individuals be able to distinguish all contents in printed materials?
YES NO
5. Are representations of disabled individuals free of patronizing stereotypes?
YES NO
6. Do graphics in printed material permit easy reading of the contents?
YES NO
7. Is all necessary program information included in printed material?
YES NO
8. Are procedures for providing program access to disabled individuals stated clearly?
YES NO
9. Do all appropriate HR documents now include policy statements about non-discrimination on the basis of disabilities?
YES NO
10. Are the Section 504 contact person's name, address, and phone number listed in printed material?
YES NO

NO to any questions above - Modification or corrective action:

INFORMATION DISSEMINATION

1. Can copies of written materials be reasonably obtained by individuals with disabilities?
YES NO
2. Have disability groups been included in the dissemination process?
YES NO
3. Does the HR use all available print and broadcast media to ensure that all individuals with disabilities receive appropriate notification?
YES NO
4. Does the HR disseminate information to all agencies or organizations that deal with persons with disabilities in the HR service jurisdiction?
YES NO
5. Does all of the information disseminated by the HR include current non-discrimination policies?
YES NO

NO to any questions above - Modification or corrective action:

COMMUNICATION

1. Has the HR taken appropriate steps to ensure effective communication with applicants, program participants, and members of the public by providing auxiliary aids where necessary so that individuals with disabilities (particularly persons with impaired vision or hearing) can have the opportunity to participate in, and enjoy the benefits of HR programs and activities?
YES NO

NO—Modification or corrective action:

2. Has the HR installed a telecommunications device (TDD) to communicate with hearing impaired and deaf persons?
YES NO

NO—Modification or corrective action:

Bertie County utilizes the state TDD #.

3. If the HR has a TDD, is the number listed in the commercial telephone or TDD directories?
 YES NO N/A

NO—Modification or corrective action:

The State TDD # is utilized and published.

4. Has the HR installed a reader, developed Braille materials, audio recordings or other similar services and devices for persons with impaired vision?
 YES NO

NO—Modification or corrective action:

Bertie County uses the Department of Social Services to provide this service.

SECTION 2. COMPLAINT PROCESSING PROCEDURES

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Does the HR have a written policy for handling complaints of discrimination based on disability?
 YES NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.

Grievance policy is attached.

NO—Modification or corrective action:

2. Has the HR adopted procedures that incorporate due process standards and allow for prompt resolution of any complaints or alleged discrimination based on disabilities?
 YES NO

YES—Attach a copy of your current grievance procedures and the name of the person or unit responsible for receiving and processing complaints.

Grievance Policy is attached. Scott Sauer, County Manager receives and processes the complaints.

NO—Modification or corrective action:

3. Has the HR notified staff and program participants about the grievance procedures?
 YES NO

SECTION 3. ELIGIBILITY AND ADMISSION CRITERIA

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Has the HR examined all policies pertaining to program eligibility and admission criteria to determine if they had the purpose or effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?
YES NO

No—Modification or corrective action:

2. Has the HR, in examining its policies on program eligibility and admission criteria, paid particular attention to those incorporating or establishing: (1) physical or mental fitness or performance requirements; (2) safety standards; (3) testing requirements; (4) educational requirements; (5) work experience requirements; (6) income level requirements (7) credit rating requirements; (8) requirements based on disability; (9) requirements that prohibit participation because of disability; and (10) insurability requirements?
YES NO

No—Modification or corrective action:

3. Has the HR altered or eliminated policies that have the direct or indirect effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?
YES NO N/A

N/A—Explain (no such policies found in review) - (Skip to next section)

YES—List any policies that have been altered or eliminated.

NO—Modification or corrective action:

4. Has the HR communicated the policy changes to staff members and the public?
YES NO

NO—Modification or corrective action:

SECTION 4. EMPLOYMENT POLICY AND PRACTICE

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some case, a YES answer will also require that additional information be supplied to complete the evaluation process.

REASONABLE ACCOMMODATION

1. Has the HR made a reasonable accommodation (an accommodation which does not impose an undue hardship on the HR operation) to the known physical or mental limitations of an otherwise qualified applicant with disabilities or employee with disabilities?
 YES NO N/A (Skip to next section)

NO—Modification or corrective action:

N/A—Explain (e.g. have not had disabled applicants or employees):

IMPORTANT INFORMATION

Reasonable accommodation would include making facilities used by employees accessible to and usable by individuals with disabilities, job restructuring, job relocation, part-time or modified work schedules, acquisition or modification of equipment and devices, the provision of readers or interpreters, and other similar actions.

2. In determining whether an accommodation imposed an undue hardship on the operation of the HR program, were the following factors considered?
- a) The overall size of the HR program with respect to the number of employees, number and type of facilities, and size of budget?
 YES NO
- b) The type of the HR operation, including the composition and structure of the workforce?
 YES NO
- c) The nature and cost of the accommodation?
 YES NO

NO to any question above - Modification or corrective action:

EMPLOYMENT CRITERIA

IMPORTANT INFORMATION

The HR may not deny any employment opportunity to a qualified handicapped or disabled employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

1. If the HR uses an employment test or other criteria for selection that screens out or tends to screen out individuals with disabilities, can the HR show that the test score or other selection criteria is job related?

YES NO N/A (Skip to question 3)

No—Modification or corrective action:

N/A—Explain (e.g. no such test/criteria used):

2. Has the HR obtained information from the appropriate HUD official that demonstrates that alternative job related tests or criteria that tend to screen out fewer individuals with disabilities are unavailable?

YES NO

NO—Modification or corrective action:

3. Does the HR administer tests which accurately reflect the applicant's or employee's job skills or aptitude rather than the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test is designed to measure)?

YES NO

NO—Modification or corrective action:

PRE-EMPLOYMENT INQUIRES

1. Is the HR aware that it can not make a pre-employment inquiry or conduct a medical examination of an applicant to determine whether the individual is a person with disability unless the HR is undertaking affirmative action efforts or conditioning an offer of employment on the results of a medial examination given to all prospective employees in the same job category?

YES NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HR may make a pre-employment inquiry into an applicant's ability to perform job-related functions.

2. When the HR is undertaking affirmative action efforts, voluntary or otherwise, and inviting applicants for employment to indicate whether and to what extent they are disabled, does the HR meet the following conditions:

a) State clearly either orally or in writing that the requested information is intended for the HR's affirmative action efforts?

YES NO

b) State clearly that the information is being requested on a voluntary basis, that it will be kept confidential and that refusal to give the information will not subject the applicant or employee to any adverse treatment?

YES NO

NO to any questions above - Modifications or corrective action:

3. Has the HR informed job applicants that an employment offer may be conditioned on the results of a medical examination if all entering employees in a job category must take an examination regardless of disability, and the examination accurately reflects the employee's job skills?

YES NO

No—Modifications or corrective action:

4. Has the information obtained by the HR concerning the medical condition or history of job applicants been collected and maintained on separate forms and accorded confidentially as medical records?

YES NO

No—Modification or corrective action:

IMPORTANT INFORMATION

Supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodations; first aid and safety personnel may be informed if the medical condition might require emergency treatment; and Section 504 compliance officers can have access to relevant medical information upon request.

SECTION 5. PHYSICAL ACCESSIBILITY OF BUILDINGS AND FACILITIES

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "NA" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

REASONABLE ACCOMMODATION

1. Has the HR made a reasonable accommodation (any accommodation which does not place an undue financial and administrative burden on the HR) to the known physical and mental limitations of qualified persons with disabilities to allow access to facilities, programs and services?

YES NO

NO—Modification or corrective action:

2. In determining whether an accommodation imposed an undue financial or administrative burden on the operation of the HR program, were the following factors considered?

- a) The overall size of the HR's program with respect to the number of employees, number and type of facilities, and size of budget?

YES NO

- b) The type of the HR operation, including the composition and structure of the workforce?

YES NO

- c) The nature and cost of the accommodation?

YES NO

NO to any question above - Modification or corrective action:

3. Has the HR identified the individual responsible for making the final decision about undue financial and administrative burdens?

YES NO

YES—Please identify the individual responsible for making the final decision:

Scott Sauer, Bertie County Manager makes the final decision.

NO—Modification or corrective action:

4. Has the HR adopted a procedure for ensuring that decisions about undue financial and administrative burdens are made properly and quickly?

YES NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.

See attached grievance procedures. They were adopted August 7, 2007.

NO—Modification or corrective action:

NON-HOUSING FACILITIES

1. Has the HR designed or constructed any new non-housing facilities since July 11, 1988?
YES - NO

NO—Proceed to question 2.

YES—Are these new HR non-housing facilities designed and constructed to be readily accessible to and usable by individuals with disabilities?

YES NO

NO—Modification or corrective action:

2. Has the HR otherwise altered any existing HR non-housing facilities or designed any alterations to existing HR non-housing facilities since July 11, 1988?

YES NO

NO—Proceed to question 3.

YES—Have these alterations or designs for alterations to existing HR non-housing facilities, to the maximum extent feasible, been made so that the facilities are readily accessible to and usable by individuals with disabilities?

YES NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HUD recipients are not necessarily required to make each of its existing non-housing facilities accessible to and usable by individuals with disabilities. In the case of historic preservation programs or activities, HR is not required to take any action that would result in a substantial impairment of significant historic features of a historic property. HR is not required to take any action that it can demonstrate would result in a fundamental alternation in the nature of its program or activity. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a facility accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

3. Does the HR operate each non-housing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities?

YES NO

NO—Modification or corrective action:

4. Does the HR need to make structural changes to non-housing facilities to achieve program accessibility?

YES NO

NO—Proceed to question 5.

YES—Has the HR developed a transition plan setting forth the steps necessary to complete such changes?

YES NO

NO—Modification or corrective action:

YES—Does the transition plan include the following?

- a) Identification of the physical obstacles in the HR's non-housing facilities that limit accessibility to programs?

YES NO

- b) Detailed description of the methods that will be used to make the facilities accessible?

YES NO

- c) A schedule for taking the steps necessary to achieve compliance in making facilities accessible?

YES NO

- d) A schedule for each year of the plan if the time period of the transition plan is longer than one year?

YES NO

- e) The name of the official responsible for implementation of the plan?

YES NO

- f) The name(s) of the persons or groups who assisted with the preparation of the plan?

YES NO

NO to any question above - Modification or corrective action:

5. Has the HR determined that making a non-housing facility accessible to individuals with disabilities would result in a fundamental alteration or would pose an undue financial or administrative burden?

YES NO

NO—Proceed to next section **EXISTING HOUSING FACILITIES AND PROGRAMS**

YES—Have other methods of providing accessibility been considered?

YES NO

NO—Modification or corrective action:

YES—Please answer the following questions in the self evaluation.

Self-Evaluation

- 1) Have services been reassigned to accessible facilities or accessible portions of facilities?

YES NO

- 2) Have aides been assigned to beneficiaries?

YES NO

- 3) Have home visits been conducted?

YES NO

- 4) Has equipment been added or redesigned?

YES NO

- 5) Have changes been made in management policies and procedures?

YES NO

- 6) Have additional accessible facilities been acquired or constructed?

YES NO

- 7) Have alterations to existing facilities on a selective basis been completed?

YES NO

- 8) Have other methods been employed?

YES NO

No to any questions above - Modification or corrective action:

IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in non-housing environments. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

EXISTING HOUSING FACILITIES AND PROGRAMS

IMPORTANT INFORMATION

This section applies to the Rental Rehabilitation and Section 8 Moderate Rehabilitation Programs.

1. Has the HR made any substantial alterations to existing housing facilities since July 11, 1988 (that is, made to a facility with 15 or more units and costing an amount equal to 75 percent or more of the replacement cost of the completed facility?)

YES NO **N/A (No existing housing facilities, skip to end)**

YES—Do the facilities with the substantial alterations meet the same accessibility requirements as those for new construction?

YES NO

NO—Modification or corrective action:

2. Has the HR made other alterations to dwelling units since July 11, 1988?

YES NO

YES—Have the altered units been made accessible to and usable by individuals with disabilities to the maximum extent feasible?

YES NO

NO—Modification or corrective action:

3. Has the HR made alterations of single elements or spaces of dwelling units which, when considered all together, amount to an alternation of the units since July 11, 1988?

YES NO

YES—In these units, has the entire dwelling units been made accessible?

YES NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HUD recipients should operate each existing housing program receiving federal financial assistance so that when viewed in its entirety, the program is readily accessible to and usable by persons with disabilities. HUD recipients are not necessarily required to make each of its existing facilities accessible. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a program accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

4. Are a minimum of five percent of the dwelling units altered since July 11, 1988 (or more based on a higher need prescribed by HUD) readily accessible to individuals with mobility impairments?

YES NO

NO—Modification or corrective action:

5. Have alterations to common areas or parts of existing facilities been made (since July 11, 1988) to the maximum extent feasible, so that the areas are accessible to and usable by individuals with disabilities?

YES NO

NO—Modification or corrective action:

6. Has the HR determined that making an existing facility accessible to individuals with disabilities would result in a fundamental alternation or would pose an undue financial or administrative burden?

YES NO

YES—Have the following options been considered:

- a) Have services been reassigned to accessible facilities or accessible portions thereof?

YES NO

- b) Have aides been assigned to beneficiaries?

YES NO

- c) Have home visits been conducted?

YES NO

- d) Has equipment been added or redesigned?

YES NO

- e) Have changes been made in management policies and procedures?

YES NO

- f) Have additional accessible facilities been acquired or constructed?
YES NO
- g) Have alterations to existing facilities on a selective basis been completed?
YES NO
- h) Have other methods been employed?
YES NO

NO to any question above—Modification or corrective action:

IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in housing environments or to provide supportive services that are not part of the program. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

END

Attachment 1

**BERTIE COUNTY
POLICY OF NONDISCRIMINATION
ON THE BASIS OF
HANDICAPPED STATUS**

The Locality does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Scott Sauer, County Manager
Bertie County
106 Dundee Street
PO Box 530
Windsor, NC 27983
Phone: (252) 794-5300
TDD: (800) 735-2962**

**Scott Sauer, County Manager
has been designated to coordinate compliance with the
nondiscrimination requirements contained in the Department of
Housing and Urban Development's (HUD) regulations implementing
Section 504 (24 CFR Part 8. dated June 2, 1988).**

Attachment 2

Bertie County
106 Dundee Street
PO Box 530
Windsor, NC 27983

SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE FY2017 COMMUNITY DEVELOPMENT PROGRAM

The Board of Commissioners of Bertie County, North Carolina, hereby designates Scott Sauer, County Manager, to serve as Section 504 Compliance Officer throughout the implementation of the Locality Community Development Program.

Citizens with Section 504 grievances may do so at any point in the program. Bertie County will respond in writing to written citizen grievances. Citizen grievances should be mailed to: Scott Sauer, County Manager, Bertie County, 106 Dundee Street, PO Box 530, Windsor, NC ZIP, phone: (252) 794-5300. The Locality will respond to all written citizen grievances within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any action prohibited under Section 504, a meeting with the compliance officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Commerce, Community Investment and Assistance, 4313 Mail Service Center, Raleigh, North Carolina 27699-4313, Phone: (919) 571-4900, TDD: (800) 735-2962. DOC will respond only to written comments within ten (10) calendar days of the receipt of the comments.

Adopted this 6th day of November, 2017.

ATTEST:

John Trent, Chairman

Sarah Tinkham, Clerk to the Board

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

The policy of the County is to provide a just and prompt procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedure shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under the grievance procedure. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal.

Section 2. Grievance Defined

A grievance is a claim or complaint by an employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. Former employees may appeal their termination from County employment within required time frames.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work which affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures which affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures; and
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees.
- 6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible in the chain of command; and
- 7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the County or its leaders, thus freeing up employee motivation, productivity, and creativity.

Section 4. Procedure

When an employee or group of employees has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension, demotion or dismissal must be approved by the Hiring Authority before the decision becomes effective.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve the Human Resources Office as a resource to help resolve the grievance. Mediation may be used at any step in the process and is encouraged. Mediation is the neutral facilitation of the conflict between or among parties where the facilitator helps the parties find a mutually agreeable outcome.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the supervisor in writing. The grievance must be presented within fifteen calendar days of the event or within fifteen calendar days of learning of the event or condition. The supervisor shall respond to the grievance within five work days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the County in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from each supervisory level for each step in the formal grievance process shall be in writing and signed and dated by the supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Human Resources Officer.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal, in writing, to the Department Head within five work days after receipt of the response from Step 1. The Department Head shall respond to the appeal, stating the determination of decision within five work days after receipt of the appeal.

Step 3. (For general County employees only) If the grievance is not resolved to the satisfaction of the employee by the Department Head, the employee may appeal, in writing, to the County Manager or Hiring Authority within five work days after receipt of the response from Step 2. The Hiring Authority shall respond to the appeal, may meet with the employee to discuss the grievance fully, and will make a decision within ten calendar days. The Hiring Authority's decision is final. However, the County Manager should inform the County Board of Commissioners of any possible legal actions. Any appeal of this decision must be made through the North Carolina Court System.

Special Note: The Sheriff and Register of Deeds, will carry out the responsibilities designated as the County Manager in their respective departments.

Step 3. (For employees only in the Social Services Departments) If the grievance is not resolved to the satisfaction of the employee by the Department Head, the employee may appeal

the decision to the North Carolina Office of Administrative Hearings (OAH) within thirty calendar days of the receipt of the Department Head's decision. The findings of the OAH will be forwarded to the State Personnel Commission. The decision of the State Personnel Commission shall be advisory only and the Department Head shall have the final decision. Discrimination cases may be appealed directly to the OAH.

Department Heads. In the case of department heads or other employees where the Hiring Authority has been significantly involved in determining disciplinary action, including dismissal, the Hiring Authority may wish to obtain a neutral outside party to either:

- a) provide mediation between the grieving department head and the Hiring Authority (see definition of mediation in informal resolution above); or
- b) consider the appeal and make recommendations back to the Hiring Authority concerning the appeal. Such parties might consist of human resource professionals, attorneys, mediators, or other parties appropriate to the situation.

Department heads may also request the application of these special provisions.

The Hiring Authority's decision regarding the disposition of the grievance shall be the final decision. The County Manager would notify the Board of Commissioners of any impending legal action.

Section 5. Role of the Human Resources Officer

Throughout the grievance procedure, the roles of the Human Resources Officer shall be as follows:

- a) To advise parties (including employee, supervisors, and County Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
- b) To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents.
- c) To give notices to parties concerning timetables of the process, etc.;
- d) To assist employees and supervisors in drafting statements; and
- e) To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
- f) To help locate mediation or other resources as needed.

The Human Resources Officer shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination

When an employee, former employee, or applicant believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, national origin, religion, creed, political affiliation, or disability) he or she has the right to appeal such action using the grievance procedure outlined in this policy. While such persons are encouraged to use the grievance procedure, they shall have the right to appeal directly to the Human Resources Officer and the County Manager. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action, but may appeal for up to six months following the action.

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SECTION 504 SELF - EVALUATION SURVEY
CDBG/HUD RECIPIENT INFORMATION

CDBG/HUD RECIPIENT NAME: BERTIE COUNTY

CDBG/HUD RECIPIENT ADDRESS: 106 DUNDEE ST.
PO BOX 530
WINDSOR, NC
27983

NAME OF HR STAFF PERSON
RESPONSIBLE FOR SELF-EVALUATION SURVEY:

CAROLYN FORNES- HUMAN RESOURCES DIRECTOR

EMAIL CAROLYN.FORNES@BERTIE.NC.GOV

PHONE NUMBER (252) 794-6120

DATE SELF-EVALUATION WAS COMPLETED: NOVEMBER 1, 2017

CDBG GRANT NUMBER OR TIME PERIOD: NOVEMBER 2017- NOVEMBER 2022

Be sure to attach the current grievance procedure.

U.S. Department of Justice
Civil Rights Division
Coordination and Review Section

**TECHNICAL ASSISTANCE GUIDE
SUPPLEMENTAL INFORMATION
ABOUT THE SECTION 504 TRANSITION PLAN REQUIREMENTS**

TAG-88-11

SECTION 504 COMPLIANCE

SECTION 1. PROGRAM OUTREACH AND COMMUNICATION

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

NOTIFICATION

1. Has the HR taken steps to notify participants, applicants, employees, and unions or professional organizations that it does not discriminate on the basis of disability?

YES NO

YES—Briefly describe the methods used to notify the public about non-discrimination policies.

Placed EEO on all job vacancy listings and bid advertisements. Distributed informational poster also.

NO—Modification or corrective action:

2. Has the HR adopted special procedures to notify persons with disabilities, especially those with vision and hearing impairments?

YES NO

YES—Briefly describe the methods used to ensure program participation by those who have visual or hearing impairments. (Methods include, but are not limited to; qualified sign language and oral interpreters, readers, or the use of taped and Braille materials.)

Handicap accessibility for all public facilities has been listed in all events and meeting advertising, public hearing notices and other information.

NO—Modification or corrective action:

PRINTED MATERIALS

1. Are written materials including posters with non-discrimination notices placed in physically accessible locations?
YES NO
2. Can small print of posted announcements be read from a wheelchair?
YES NO
3. Are all words in printed materials clearly legible?
YES NO
4. Would color blind individuals be able to distinguish all contents in printed materials?
YES NO
5. Are representations of disabled individuals free of patronizing stereotypes?
YES NO
6. Do graphics in printed material permit easy reading of the contents?
YES NO
7. Is all necessary program information included in printed material?
YES NO
8. Are procedures for providing program access to disabled individuals stated clearly?
YES NO
9. Do all appropriate HR documents now include policy statements about non-discrimination on the basis of disabilities?
YES NO
10. Are the Section 504 contact person's name, address, and phone number listed in printed material?
YES NO

NO to any questions above - Modification or corrective action:

INFORMATION DISSEMINATION

1. Can copies of written materials be reasonably obtained by individuals with disabilities?
YES NO
2. Have disability groups been included in the dissemination process?
YES NO
3. Does the HR use all available print and broadcast media to ensure that all individuals with disabilities receive appropriate notification?
YES NO
4. Does the HR disseminate information to all agencies or organizations that deal with persons with disabilities in the HR service jurisdiction?
YES NO
5. Does all of the information disseminated by the HR include current non-discrimination policies?
YES NO

NO to any questions above - Modification or corrective action:

COMMUNICATION

1. Has the HR taken appropriate steps to ensure effective communication with applicants, program participants, and members of the public by providing auxiliary aids where necessary so that individuals with disabilities (particularly persons with impaired vision or hearing) can have the opportunity to participate in, and enjoy the benefits of HR programs and activities?
YES NO

NO—Modification or corrective action:

2. Has the HR installed a telecommunications device (TDD) to communicate with hearing impaired and deaf persons?
YES NO

NO—Modification or corrective action:

Bertie County utilizes the state TDD #.

3. If the HR has a TDD, is the number listed in the commercial telephone or TDD directories?
 YES NO N/A

NO—Modification or corrective action:

The State TDD # is utilized and published.

4. Has the HR installed a reader, developed Braille materials, audio recordings or other similar services and devices for persons with impaired vision?
 YES NO

NO—Modification or corrective action:

Bertie County uses the Department of Social Services to provide this service.

SECTION 2. COMPLAINT PROCESSING PROCEDURES

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Does the HR have a written policy for handling complaints of discrimination based on disability?
 YES NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.

Grievance policy is attached.

NO—Modification or corrective action:

2. Has the HR adopted procedures that incorporate due process standards and allow for prompt resolution of any complaints or alleged discrimination based on disabilities?
 YES NO

YES—Attach a copy of your current grievance procedures and the name of the person or unit responsible for receiving and processing complaints.

Grievance Policy is attached. Scott Sauer, County Manager receives and processes the complaints.

NO—Modification or corrective action:

3. Has the HR notified staff and program participants about the grievance procedures?
 YES NO

SECTION 3. ELIGIBILITY AND ADMISSION CRITERIA

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

1. Has the HR examined all policies pertaining to program eligibility and admission criteria to determine if they had the purpose or effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?
YES NO

No—Modification or corrective action:

2. Has the HR, in examining its polices on program eligibility and admission criteria, paid particular attention to those incorporating or establishing: (1) physical or mental fitness or performance requirements; (2) safety standards; (3) testing requirements; (4) educational requirements; (5) work experience requirements; (6) income level requirements (7) credit rating requirements; (8) requirements based on disability; (9) requirements that prohibit participation because of disability; and (10) insurability requirements?
YES NO

No—Modification or corrective action:

3. Has the HR altered or eliminated policies that have the direct or indirect effect of excluding or limiting the participation of individuals with disabilities in HR's programs and activities?
YES NO N/A

N/A—Explain (no such policies found in review) - **(Skip to next section)**

YES—List any policies that have been altered or eliminated.

NO—Modification or corrective action:

4. Has the HR communicated the policy changes to staff members and the public?
YES NO

NO—Modification or corrective action:

SECTION 4. EMPLOYMENT POLICY AND PRACTICE

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "N/A" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some case, a YES answer will also require that additional information be supplied to complete the evaluation process.

REASONABLE ACCOMMODATION

1. Has the HR made a reasonable accommodation (an accommodation which does not impose an undue hardship on the HR operation) to the known physical or mental limitations of an otherwise qualified applicant with disabilities or employee with disabilities?
 YES NO N/A (Skip to next section)

NO—Modification or corrective action:

N/A—Explain (e.g. have not had disabled applicants or employees):

IMPORTANT INFORMATION

Reasonable accommodation would include making facilities used by employees accessible to and usable by individuals with disabilities, job restructuring, job relocation, part-time or modified work schedules, acquisition or modification of equipment and devices, the provision of readers or interpreters, and other similar actions.

2. In determining whether an accommodation imposed an undue hardship on the operation of the HR program, were the following factors considered?
- a) The overall size of the HR program with respect to the number of employees, number and type of facilities, and size of budget?
 YES NO
- b) The type of the HR operation, including the composition and structure of the workforce?
 YES NO
- c) The nature and cost of the accommodation?
 YES NO

NO to any question above - Modification or corrective action:

EMPLOYMENT CRITERIA

IMPORTANT INFORMATION

The HR may not deny any employment opportunity to a qualified handicapped or disabled employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

1. If the HR uses an employment test or other criteria for selection that screens out or tends to screen out individuals with disabilities, can the HR show that the test score or other selection criteria is job related?

YES NO N/A (Skip to question 3)

No—Modification or corrective action:

N/A—Explain (e.g. no such test/criteria used):

2. Has the HR obtained information from the appropriate HUD official that demonstrates that alternative job related tests or criteria that tend to screen out fewer individuals with disabilities are unavailable?

YES NO

NO—Modification or corrective action:

3. Does the HR administer tests which accurately reflect the applicant's or employee's job skills or aptitude rather than the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test is designed to measure)?

YES NO

NO—Modification or corrective action:

PRE-EMPLOYMENT INQUIRES

1. Is the HR aware that it can not make a pre-employment inquiry or conduct a medical examination of an applicant to determine whether the individual is a person with disability unless the HR is undertaking affirmative action efforts or conditioning an offer of employment on the results of a medial examination given to all prospective employees in the same job category?

YES NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HR may make a pre-employment inquiry into an applicant's ability to perform job-related functions.

2. When the HR is undertaking affirmative action efforts, voluntary or otherwise, and inviting applicants for employment to indicate whether and to what extent they are disabled, does the HR meet the following conditions:

a) State clearly either orally or in writing that the requested information is intended for the HR's affirmative action efforts?

YES NO

b) State clearly that the information is being requested on a voluntary basis, that it will be kept confidential and that refusal to give the information will not subject the applicant or employee to any adverse treatment?

YES NO

NO to any questions above - Modifications or corrective action:

3. Has the HR informed job applicants that an employment offer may be conditioned on the results of a medical examination if all entering employees in a job category must take an examination regardless of disability, and the examination accurately reflects the employee's job skills?

YES NO

No—Modifications or corrective action:

4. Has the information obtained by the HR concerning the medical condition or history of job applicants been collected and maintained on separate forms and accorded confidentially as medical records?

YES NO

No—Modification or corrective action:

IMPORTANT INFORMATION

Supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodations; first aid and safety personnel may be informed if the medical condition might require emergency treatment; and Section 504 compliance officers can have access to relevant medical information upon request.

SECTION 5. PHYSICAL ACCESSIBILITY OF BUILDINGS AND FACILITIES

For each question in this section, check either YES or NO. If a question does not apply to your HR, then write "NA" next to the question and explain below. If your response to a question is NO, then identify what modification to policies and practices will be undertaken or what corrective action will be taken to remedy any discrimination found. In some cases, a YES answer will also require that additional information be supplied to complete the evaluation process.

REASONABLE ACCOMMODATION

1. Has the HR made a reasonable accommodation (any accommodation which does not place an undue financial and administrative burden on the HR) to the known physical and mental limitations of qualified persons with disabilities to allow access to facilities, programs and services?

YES NO

NO—Modification or corrective action:

2. In determining whether an accommodation imposed an undue financial or administrative burden on the operation of the HR program, were the following factors considered?

- a) The overall size of the HR's program with respect to the number of employees, number and type of facilities, and size of budget?

YES NO

- b) The type of the HR operation, including the composition and structure of the workforce?

YES NO

- c) The nature and cost of the accommodation?

YES NO

NO to any question above - Modification or corrective action:

3. Has the HR identified the individual responsible for making the final decision about undue financial and administrative burdens?

YES NO

YES—Please identify the individual responsible for making the final decision:

Scott Sauer, Bertie County Manager makes the final decision.

NO—Modification or corrective action:

4. Has the HR adopted a procedure for ensuring that decisions about undue financial and administrative burdens are made properly and quickly?

YES NO

YES—**Attach** a copy of the current HR policy which should include the date the policy was established, the date the policy was distributed to staff, and the citation for the policy.

See attached grievance procedures. They were adopted August 7, 2007.

NO—Modification or corrective action:

NON-HOUSING FACILITIES

1. Has the HR designed or constructed any new non-housing facilities since July 11, 1988?
YES - NO

NO—Proceed to question 2.

YES—Are these new HR non-housing facilities designed and constructed to be readily accessible to and usable by individuals with disabilities?
YES NO

NO—Modification or corrective action:

2. Has the HR otherwise altered any existing HR non-housing facilities or designed any alterations to existing HR non-housing facilities since July 11, 1988?
YES NO

NO—Proceed to question 3.

YES—Have these alterations or designs for alterations to existing HR non-housing facilities, to the maximum extent feasible, been made so that the facilities are readily accessible to and usable by individuals with disabilities?
YES NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HUD recipients are not necessarily required to make each of its existing non-housing facilities accessible to and usable by individuals with disabilities. In the case of historic preservation programs or activities, HR is not required to take any action that would result in a substantial impairment of significant historic features of a historic property. HR is not required to take any action that it can demonstrate would result in a fundamental alternation in the nature of its program or activity. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a facility accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

3. Does the HR operate each non-housing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities?

YES NO

NO—Modification or corrective action:

4. Does the HR need to make structural changes to non-housing facilities to achieve program accessibility?

YES NO

NO—Proceed to question 5.

YES—Has the HR developed a transition plan setting forth the steps necessary to complete such changes?

YES NO

NO—Modification or corrective action:

YES—Does the transition plan include the following?

- a) Identification of the physical obstacles in the HR's non-housing facilities that limit accessibility to programs?

YES NO

- b) Detailed description of the methods that will be used to make the facilities accessible?

YES NO

- c) A schedule for taking the steps necessary to achieve compliance in making facilities accessible?

YES NO

- d) A schedule for each year of the plan if the time period of the transition plan is longer than one year?

YES NO

- e) The name of the official responsible for implementation of the plan?

YES NO

- f) The name(s) of the persons or groups who assisted with the preparation of the plan?

YES NO

NO to any question above - Modification or corrective action:

5. Has the HR determined that making a non-housing facility accessible to individuals with disabilities would result in a fundamental alteration or would pose an undue financial or administrative burden?

YES NO

NO—Proceed to next section **EXISTING HOUSING FACILITIES AND PROGRAMS**

YES—Have other methods of providing accessibility been considered?

YES NO

NO—Modification or corrective action:

YES—Please answer the following questions in the self evaluation.

Self-Evaluation

- 1) Have services been reassigned to accessible facilities or accessible portions of facilities?

YES NO

- 2) Have aides been assigned to beneficiaries?

YES NO

- 3) Have home visits been conducted?

YES NO

- 4) Has equipment been added or redesigned?

YES NO

- 5) Have changes been made in management policies and procedures?

YES NO

- 6) Have additional accessible facilities been acquired or constructed?

YES NO

- 7) Have alterations to existing facilities on a selective basis been completed?

YES NO

- 8) Have other methods been employed?

YES NO

No to any questions above - Modification or corrective action:

IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in non-housing environments. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

EXISTING HOUSING FACILITIES AND PROGRAMS

IMPORTANT INFORMATION

This section applies to the Rental Rehabilitation and Section 8 Moderate Rehabilitation Programs.

1. Has the HR made any substantial alterations to existing housing facilities since July 11, 1988 (that is, made to a facility with 15 or more units and costing an amount equal to 75 percent or more of the replacement cost of the completed facility?)

YES NO **N/A (No existing housing facilities, skip to end)**

YES—Do the facilities with the substantial alterations meet the same accessibility requirements as those for new construction?

YES NO

NO—Modification or corrective action:

2. Has the HR made other alterations to dwelling units since July 11, 1988?

YES NO

YES—Have the altered units been made accessible to and usable by individuals with disabilities to the maximum extent feasible?

YES NO

NO—Modification or corrective action:

3. Has the HR made alterations of single elements or spaces of dwelling units which, when considered all together, amount to an alternation of the units since July 11, 1988?

YES NO

YES—In these units, has the entire dwelling units been made accessible?

YES NO

NO—Modification or corrective action:

IMPORTANT INFORMATION

HUD recipients should operate each existing housing program receiving federal financial assistance so that when viewed in its entirety, the program is readily accessible to and usable by persons with disabilities. HUD recipients are not necessarily required to make each of its existing facilities accessible. HR is not required to take any action if the change would impose undue financial and administrative burdens. If the HR determines that making a program accessible would result in significant or fundamental alterations or would cause undue financial or administrative burdens, the HR should use other methods of providing accessibility to ensure that individuals with disabilities receive program or activity benefits and services.

4. Are a minimum of five percent of the dwelling units altered since July 11, 1988 (or more based on a higher need prescribed by HUD) readily accessible to individuals with mobility impairments?

YES NO

NO—Modification or corrective action:

5. Have alterations to common areas or parts of existing facilities been made (since July 11, 1988) to the maximum extent feasible, so that the areas are accessible to and usable by individuals with disabilities?

YES NO

NO—Modification or corrective action:

6. Has the HR determined that making an existing facility accessible to individuals with disabilities would result in a fundamental alternation or would pose an undue financial or administrative burden?

YES NO

YES—Have the following options been considered:

- a) Have services been reassigned to accessible facilities or accessible portions thereof?

YES NO

- b) Have aides been assigned to beneficiaries?

YES NO

- c) Have home visits been conducted?

YES NO

- d) Has equipment been added or redesigned?

YES NO

- e) Have changes been made in management policies and procedures?

YES NO

- f) Have additional accessible facilities been acquired or constructed?
YES NO
- g) Have alterations to existing facilities on a selective basis been completed?
YES NO
- h) Have other methods been employed?
YES NO

NO to any question above—Modification or corrective action:

IMPORTANT INFORMATION

HR is not required to make structural changes in existing facilities where other methods are effective in achieving compliance for program accessibility in housing environments or to provide supportive services that are not part of the program. In choosing among available methods for meeting the requirements, the HR shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

END

Attachment 1

**BERTIE COUNTY
POLICY OF NONDISCRIMINATION
ON THE BASIS OF
HANDICAPPED STATUS**

The Locality does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

**Scott Sauer, County Manager
Bertie County
106 Dundee Street
PO Box 530
Windsor, NC 27983
Phone: (252) 794-5300
TDD: (800) 735-2962**

**Scott Sauer, County Manager
has been designated to coordinate compliance with the
nondiscrimination requirements contained in the Department of
Housing and Urban Development's (HUD) regulations implementing
Section 504 (24 CFR Part 8. dated June 2, 1988).**

Attachment 2

Bertie County
106 Dundee Street
PO Box 530
Windsor, NC 27983

SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE FY2017 COMMUNITY DEVELOPMENT PROGRAM

The Board of Commissioners of Bertie County, North Carolina, hereby designates Scott Sauer, County Manager, to serve as Section 504 Compliance Officer throughout the implementation of the Locality Community Development Program.

Citizens with Section 504 grievances may do so at any point in the program. Bertie County will respond in writing to written citizen grievances. Citizen grievances should be mailed to: Scott Sauer, County Manager, Bertie County, 106 Dundee Street, PO Box 530, Windsor, NC ZIP, phone: (252) 794-5300. The Locality will respond to all written citizen grievances within ten (10) calendar days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any action prohibited under Section 504, a meeting with the compliance officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Commerce, Community Investment and Assistance, 4313 Mail Service Center, Raleigh, North Carolina 27699-4313, Phone: (919) 571-4900, TDD: (800) 735-2962. DOC will respond only to written comments within ten (10) calendar days of the receipt of the comments.

Adopted this 6th day of November, 2017.

ATTEST:

John Trent, Chairman

Sarah Tinkham, Clerk to the Board

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

The policy of the County is to provide a just and prompt procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair.

Employees utilizing the grievance procedure shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under the grievance procedure. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal.

Section 2. Grievance Defined

A grievance is a claim or complaint by an employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. Former employees may appeal their termination from County employment within required time frames.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work which affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures which affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures; and
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees.
- 6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible in the chain of command; and
- 7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the County or its leaders, thus freeing up employee motivation, productivity, and creativity.

Section 4. Procedure

When an employee or group of employees has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension, demotion or dismissal must be approved by the Hiring Authority before the decision becomes effective.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve the Human Resources Office as a resource to help resolve the grievance. Mediation may be used at any step in the process and is encouraged. Mediation is the neutral facilitation of the conflict between or among parties where the facilitator helps the parties find a mutually agreeable outcome.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the supervisor in writing. The grievance must be presented within fifteen calendar days of the event or within fifteen calendar days of learning of the event or condition. The supervisor shall respond to the grievance within five work days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the County in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from each supervisory level for each step in the formal grievance process shall be in writing and signed and dated by the supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Human Resources Officer.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal, in writing, to the Department Head within five work days after receipt of the response from Step 1. The Department Head shall respond to the appeal, stating the determination of decision within five work days after receipt of the appeal.

Step 3. (For general County employees only) If the grievance is not resolved to the satisfaction of the employee by the Department Head, the employee may appeal, in writing, to the County Manager or Hiring Authority within five work days after receipt of the response from Step 2. The Hiring Authority shall respond to the appeal, may meet with the employee to discuss the grievance fully, and will make a decision within ten calendar days. The Hiring Authority's decision is final. However, the County Manager should inform the County Board of Commissioners of any possible legal actions. Any appeal of this decision must be made through the North Carolina Court System.

Special Note: The Sheriff and Register of Deeds, will carry out the responsibilities designated as the County Manager in their respective departments.

Step 3. (For employees only in the Social Services Departments) If the grievance is not resolved to the satisfaction of the employee by the Department Head, the employee may appeal

the decision to the North Carolina Office of Administrative Hearings (OAH) within thirty calendar days of the receipt of the Department Head's decision. The findings of the OAH will be forwarded to the State Personnel Commission. The decision of the State Personnel Commission shall be advisory only and the Department Head shall have the final decision. Discrimination cases may be appealed directly to the OAH.

Department Heads. In the case of department heads or other employees where the Hiring Authority has been significantly involved in determining disciplinary action, including dismissal, the Hiring Authority may wish to obtain a neutral outside party to either:

- a) provide mediation between the grieving department head and the Hiring Authority (see definition of mediation in informal resolution above); or
- b) consider the appeal and make recommendations back to the Hiring Authority concerning the appeal. Such parties might consist of human resource professionals, attorneys, mediators, or other parties appropriate to the situation.

Department heads may also request the application of these special provisions.

The Hiring Authority's decision regarding the disposition of the grievance shall be the final decision. The County Manager would notify the Board of Commissioners of any impending legal action.

Section 5. Role of the Human Resources Officer

Throughout the grievance procedure, the roles of the Human Resources Officer shall be as follows:

- a) To advise parties (including employee, supervisors, and County Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
- b) To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents.
- c) To give notices to parties concerning timetables of the process, etc.;
- d) To assist employees and supervisors in drafting statements; and
- e) To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
- f) To help locate mediation or other resources as needed.

The Human Resources Officer shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination

When an employee, former employee, or applicant believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, national origin, religion, creed, political affiliation, or disability) he or she has the right to appeal such action using the grievance procedure outlined in this policy. While such persons are encouraged to use the grievance procedure, they shall have the right to appeal directly to the Human Resources Officer and the County Manager. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action, but may appeal for up to six months following the action.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: A-2

DEPARTMENT: Governing Body

SUBJECT: Library Update by Bertie County Branch Manager, Nancy Hughes

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: A-3

DEPARTMENT: Governing Body

SUBJECT: Update on CADA Hurricane Matthew workers and proposal from NCWorks Career Center by Ms. Ja'Queta Pugh-Stevenson

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

DREP Participants:

Jasmine Askew
Adria Avery
Derrick Bridgers
Deidre Goines
Jeremiah Gilliam
Lemuel Hill
Tanisha Hoggard
Jerome Jenkins
Aubrey Lee
John Lee
Walter Rayor III
Jacob Schwab
Detrich Watson
Lannie Watson
Nykel Watson
William Wiggins
David Williams
Joseph Williams

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



REGION Q WORKFORCE DEVELOPMENT BOARD

Business and Employer Services

Powered by the Region Q Workforce Development Board

Talent Pipeline: Our NCWorks Career Centers can assist you with recruiting and staffing needs. NCWorks online, www.ncworks.gov, is available 24/7 as a central location to post jobs or search for candidates. NCWorks also provides labor market information and local demographic information. Training resources are also available for individuals that need additional skills sets.

NCWorks.gov is now available in the Google Play Store or the App Store.

Growing Your Business:

- **On-the-Job Training (OJT):** On-the-Job Training provides a job seeker training while reimbursing the employer wages based on qualifying criteria. Reimbursement of wages can be 50 to 75 percent during training based on qualifying criteria. Contracts have a maximum term of six (6) months. Participants must be a full-time employee.
- **Work Experience:** Work Experience is a structured learning experience that is linked to a viable career pathway. The main objective with Work Experience is that the job seeker will be offered employment at the completion of the contract. Wages for Work Experience participants are 100% covered by our funds. Contracts can be written up to 320 hours for Adults or Dislocated Workers and up to 720 hours for a Youth Participant. Youth participants range from 16 to 24 years of age.
- **Incumbent Worker Training Grant:** Incumbent Worker Training focuses on you and your employees. This Grant provides a training solution to meet specific needs, enabling you to “upskill” existing your employees.

We are actively seeking employers willing to sponsor a job seeker so that they may gain valuable work experience, training, and skills.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: A-4

DEPARTMENT: Governing Body

SUBJECT: Presentation by Carl Lee, Chair of the Northeast Human Development Center

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: A-5

DEPARTMENT: Governing Body

SUBJECT: Poverty Initiative update and proposed schedule by Patricia Ferguson

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

ATTACHMENTS: Yes

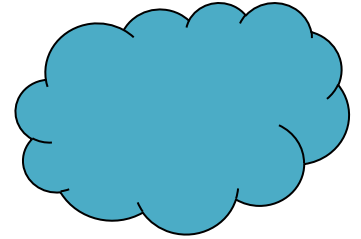
LEGAL REVIEW PENDING:

ITEM HISTORY: ---

PRESENTATION NOTES

MONDAY, NOVEMBER 6, 2017

4:00 PM



Bertie County Commissioners

Presenter: Patricia Ferguson, Board Chair

Subject: Bertie County Commission on Poverty Recommended Actions



RECOMMENDED MOTION: MOTION TO ACCEPT THE PROPOSED ACTIONS 1-3.



1. RECOMMENDED ACTION: OFFICIAL LAUNCH DATE

- January 8, 2018 (Monday)
- 2:00 PM – 4:00 PM (prior to commissioner's meeting)
- Invitation list (county citizens/Luminaries/others)
- Light Fare Reception – cookies and punch

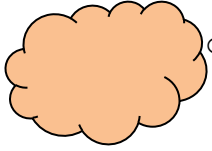


2. RECOMMENDED ACTION: 2018 MEETING SCHEDULE

Board Meeting Schedule - Meets 2nd Tuesday of each month at 4:00 PM

- January 9, 2018
- February 13, 2018
- March 13, 2017
- April 10, 2018
- May 8, 2018
- June 12, 2018
- July 10, 2018
- August 14, 2018
- September 11, 2018
- October 9, 2018
- November 13, 2018
- December 11, 2018

3. RECOMMENDED ACTION: BOARD COMPOSITION/ NOMINATIONS-2 YR TERM



- a. Family Member— qualify for DSS/history of recipient of direct services DSS
RECOMMEND: (MELISSA SPIVEY)
- b. Business Owner: (fast food restaurants/service industry/farming community etc. with a history of community-based anti-poverty work.

- c. Entrepreneur— Solo/Self-employed 1-5 Employees - history of employing and mentoring in (a) low income community (ies).
RECOMMEND: (AVA DANIELS)
- d. Elected Official (Towns)- history of community-based anti-poverty work.
RECOMMEND: (DAYLE VAUGHAN, MAYOR LEWISTON-WOODVILLE)
- e. Nonprofit Specialist—History of community-based anti-poverty work

- f. Faith-based Community Engagement Organizer - connects faith based institutions and community based organizations to the work of poverty – resources, dialogue, participation, access and evaluation.
RECOMMEND: (PASTOR ELAINE WHITE, SANDY POINT)
- g. Law Enforcement
RECOMMEND: (OFFICER KENNY PERRY)
- h. Millennial and Friend of “the” Millennial (2 members 1 vote) with social media skills (age18-35) –general understanding of the impact of poverty; passion for connecting the community with the work of the board using social media.
RECOMMEND: (TOREAN WALSTON AND _____)
- i. Communities In Schools – nominee with history of connecting students with community services.
RECOMMEND: (PAM CHAMBLEE)
- j. Health Care Agency/DSS – nominee with history of working directly with low-income residents/families.
RECOMMEND: (_____) RECOMMEND: (CURT KEDLEY)
- k. Innovator – nominee with history of creative work linked to improving the quality of life of low-income persons.
RECOMMEND: (SERGEANT CINDY POWELL)



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: B-1

DEPARTMENT: Governing Body

SUBJECT: Workforce Development Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS: ---

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-1

DEPARTMENT: Governing Body

SUBJECT: Approve Minutes for Regular Session 10-16-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

**Windsor, North Carolina
October 16, 2017
REGULAR SESSION**

The Bertie County Board of Commissioners met for their regularly scheduled meeting inside the Commissioners Room, 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
Assistant County Attorney Jonathan Huddleston
Economic Development Director Steve Biggs
Finance Officer William Roberson

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

CALL TO ORDER

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

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Lee led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

There were no Public Comments provided at this time.

APPOINTMENTS

CDBG-DR grant Public Hearing #2 of 2 – facilitated by Chris Hilbert, Holland Planning Consulting

Chris Hilbert of Holland Planning Consulting was present to conduct a public hearing as well as to provide a brief update on the two grants that are in progress or have just been submitted to FEMA.

Chairmen Trent opened the public hearing.

Mr. Hilbert explained that the CDBG grant proposal of \$777,500 is allocated for residential rehabilitation (\$325,000), residential reconstruction (\$325,000), community facilities (\$90,000) for temporary lease space for the library in years two and three, and project administration (\$37,500).

There were no public comments.

Chairmen Trent closed the public hearing.

Commissioner Lee made a **MOTION** for Holland Planning Consulting to move forward with the CDBG-DR grant application which involves reconstruction of low-moderate income housing affected by Hurricane Matthew. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Roanoke Electric Cooperative update on broadband project and CDBG grant schedule

Marshall Cherry of Roanoke Electric Cooperative (REC) was present to provide an update on Roanoke Electric's broadband project currently in its second phase of completion.

For the last several weeks, REC has asked interested citizens to call and officially state their interest in the broadband project. This data is being collected for a "heat map" which will allow REC to determine the best locations for the first round of fiber line during the roll out process.

Service subscriptions will cost \$45 per month and will include a free Nest, wireless thermostat, as well as a free water heater gauge. Download speeds will be 60 mgs. per second.

Mr. Cherry encouraged all citizens to submit their interest to REC so that they can properly account for the amount of fiber and the number of households who would like to connect.

Economic Development Report by Steve Biggs, Economic Development Director

Economic Development Director, Steve Biggs, was present to provide the following updates.

First, he discussed the current state of the Windsor Abrams restaurant location located on US Highway 13. He reported that construction was going well, but that opening would not be until sometime into November. The location will provide 18 full time positions once hiring begins and is completed.

Second, he discussed the grand opening of Dolly's Café in Colerain (September 30th), and the grand reopening of Bakers' Southern Traditions Peanuts in Roxobel (October 7th). Additionally, a new Women's Business Service Center just recently opened at Elizabeth City State University.

Third, it was reported that a feasibility study had just been completed for the proposed location of the future Interstate 87. Mr. Biggs discussed the possible impacts to Bertie County with the Board, and they asked questions as needed.

Fourth, the topic of the middle-income housing initiative was discussed, and that Commissioner Wesson and Mr. Biggs were still currently running numbers on the complex, and would have more information soon.

Fifth, by popular demand, Mr. Biggs was still in the process of securing a Mexican restaurant owner to Bertie, but nothing definite has happened as of yet.

Sixth, Mr. Biggs discussed the continued success of the several agri-businesses in the County (Perdue, AVOCA).

Seventh, he discussed the latest challenges faced by the Department of Corrections to secure new employees for their almost 100 vacant positions. Similar concerns were shared about the Bertie-Martin Regional Jail. The Board shared their thoughts about how recruitment and retention could be improved including a more frequent pay calendar. Commissioner Wesson also encouraged Mr. Biggs to continue working to secure some kind of business for the industrial space at the prison as it could provide a great working environment for inmates, and help to boost morale.

Eighth, it was reported that Scotch Hall was having another great year with events, the golf course, and restaurant located on site.

Ninth, Mr. Biggs discussed a couple of new businesses who had shown interest in Bertie County. One business is involved with logging, and another is a potential pharmacy that could occupy the now vacant Walgreens space in Windsor.

Tenth, Mr. Biggs reported that plans had been received and approved for a Dollar General location in Merry Hill, and that he had received notification that the grocery store in Lewiston-Woodville will be closing in the near future.

Lastly, Mr. Biggs discussed CSX Railroad's plans to expand with an "interconnect" system that would run through the region and would also provide more opportunities for employment.

BOARD APPOINTMENTS

Peanut Belt Rural Planning Organization

Vice Chairman Bazemore made a **MOTION** to appoint James Peele to the Peanut Belt Rural Planning Organization. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

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

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 10-2-17, Work Session 10-10-17
2. **Fees Report** – Register of Deeds, August 2017
4. **Debris contract** – debris collection
5. **Budget Amendments** – Project 18-03
7. **Tax Release Journal** – September 2017
8. **Offer to purchase** – 106 Beacon Height Church Road

Budget amendment Project 18-03 is below:

PROJECT ORDINANCE				
# PROJ 18-03				
INCREASE			INCREASE	
37-0025-4301-00	\$ 1,437,608	37-MERGER	37-8200-5396-01	\$ 1,427,258
37-0025-4301-13	\$ 500,000		37-8200-5396-12	\$ 388,500
37-0070-3981-65	\$ 38,752		37-8200-5396-14	\$ 38,752
			37-8200-5396-19	\$ 2,030
			37-8200-5396-38	\$ 3,000
			37-8200-5396-47	\$ 15,352
			37-8200-5991-00	\$ 101,468
60-7110-5980-67	\$ 38,752		60-0090-4991-99	\$ 38,752
SRF PROJECT NO.: WIF-1897 (ROXOBEL MERGER)				
PROJECT ORDINANCE - WATER DISTRICT IV - "REVISION #2"				
"REVISED BASED ON LGC'S VOTE ON OCTOBER 03, 2017 TO APPROVE ADDITIONAL FUNDING TO COMPLETE PROJECT"				
APPROVED / /2017				



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER

October 4, 2017

The Honorable Chairman
County of Bertie
c/o William Roberson
Finance Officer
PO Box 530
Windsor, North Carolina 27983

Re: Bertie County Water District IV - Request an increase of additional funds for
State Revolving Loan – Water

Dear Chairman:

On October 3, 2017, the Commission approved the request for an increase of additional funds on a State Revolving Loan. The City is requesting an increase of \$259,058 for a total loan of a \$1,937,608 which was formally approved by the N.C. Local Government Commission on August 2, 2016.

We are pleased to have had this opportunity to serve you.

Sincerely,

Greg C. Gaskins, Secretary
Local Government Commission

GCG/aps

cc: Mark L. Hubbard, P.E., Assistant Chief
Division of Water Infrastructure

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4300 • Fax: (919) 855-5812 • www.NCTreasurer.com

DISCUSSION AGENDA

Schedule for opening temporary library facility – Food Lion Shopping Center

County Manager Sauer announced that Albemarle Regional Library Director, Jennifer Patterson, would be present at the Board's next regular meeting to discuss the opening of the temporary library facility.

So far, it is slated for mid-November. More updates will be provided at the next regular meeting.

Private roads – correspondence for property owners prepared by County Attorney

This item was deferred to tomorrow's work session in Windsor at the Bertie County Administration Building.

Calendar Reminders/Event Updates

- a. Design proposal presentations for joint-use facility, 10/17 at 9am**
- b. Community Town Hall – BHS Auditorium, 10/21/17 at 10am**

County Manager Sauer shared these brief reminders.

COUNTY MANAGER'S REPORTS

The County Manager gave no remarks at this time.

COUNTY ATTORNEY'S REPORTS

The County Attorney gave no remarks at this time.

PUBLIC COMMENTS

Norman Cherry, President of Bertie-Martin CC Campus, was present to inform the Board of an open Basic Education Teacher position at the Bertie-Martin campus.

COMMISSIONERS REPORTS

Vice Chairman Bazemore

Vice Chairman Bazemore reported that she had recently attended an NCACC Board of Directors meeting, and that through some connections, she was able to secure a contractor that could install a well at the Lewiston-Woodville Convenience Site.

Chairman Trent

Chairman Trent gave no remarks at this time.

Commissioner Lee

Commissioner Lee reported that she was currently serving on a committee that is recruiting for an additional dentist to join the healthcare community in the County. The latest initiative is being coordinated with two local private schools to offer an incentive package for a dentist to open an office in Bertie.

Additionally, she commended the volunteers and organizers of the latest Aulander Peanut Festival on October 7th and said the event was a great success.

Commissioner White

Commissioner White reported that several other events were due to take place this coming Saturday in addition to the Town Hall which include a Kelford Community Day as well as a Lewiston Day. He encouraged all citizens to visit and support their local communities.

Commissioner Wesson

Commissioner Wesson announced that he is now involved in a Board entitled, "100 Counties Helping Our Children Thrive," which is highlighting the efforts in eight counties, including Bertie's "Better Beginning's for Bertie's Children" program.

Also, Mr. Wesson informed the public that the Town of Windsor had agreed to donate the 6-acre tract of land on Harrell Heights Road located just off of Highway 17, which is the location the County was most enthusiastic for the middle-income housing complex. The tract of land is being donated to the Windsor Township Development Commission for the project's use.

RECESS

Chairman Trent **RECESSED** the meeting until tomorrow, October 17 at 9:00 AM inside the Commissioners Room of the Bertie County Administration Building.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Approve Minutes for Work Session 10-17-17, 10-30-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

Windsor, North Carolina
October 17, 2017
WORK SESSION

The Bertie County Board of Commissioners met for their regularly scheduled meeting inside the Commissioners Room, 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

No media members were present.

RECONVENE

Chairman Trent **RECONVENED** the meeting from last night in Kelford.

**PRESENTATION BY DESIGN FIRMS – JOINT FACILITY, COOPERATIVE
EXTENSION AND BERTIE COUNTY PUBLIC LIBRARY**

The Board heard a total of 6 presentations for the design, planning, and engineering of a new joint facility which will house the Bertie County Cooperative Extension Office and the Bertie County Public Library. The following firms provided presentations:

- The Wooten Company
- MHAWorks
- LS3P Architects
- Bobbitt Design Build
- Gensler Architects
- Huffman Architects

The Board asked questions at the end of each presentation, and discussed was held as needed.

It was the consensus of the Board that MHAWorks of Greenville, NC was the best suited for the project engagement, and Bobbitt Design Build would be considered as a second option if qualified by the County Attorney under the RFQ (request for qualifications provisions in the NC General Statutes.

NOTE: Subsequent to this meeting, the County Attorney advised that the “qualified bid selection” method used by the County would not allow consideration of the design building approach (using Bobbitt Design Build) without taking further steps and significantly delaying the decision-making process.

RECESS

Chairman Trent **RECESSED** this meeting until Monday, October 30th at 12:30 PM in this same location.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board

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Windsor, North Carolina
October 30, 2017
WORK SESSION

The Bertie County Board of Commissioners RECESSED their regular meeting on October 16, 2017 and their work session on October 17, 2017 in order to meet for another work session today inside the Commissioners Room, 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
 Assistant County Attorney Jonathan Huddleston
 Economic Development Director Steve Biggs
 Tax Administrator Jodie Rhea

There were no media members present.

RECONVENE

Chairman Trent reconvened the meeting from October 16, 2017.

County Manager Sauer reported that Bertie County Public Library’s Branch Manager, Nancy Hughes, and her staff are actively weeding the collection of library materials for the new temporary location.

Ms. Hughes is recommending that the County donate any remaining library materials to the Roxobel library branch which is currently under development.

Mr. Sauer reported that the remaining shelving from the former Lawrence Memorial Library that was removed prior to Tropical Storm Julia should also be donated to the Roxobel Library. It was the consensus of the Board to support these recommendations.

During the informal luncheon, Economic Developer Steve Biggs reviewed the latest NCDOT conceptual drawings for Interstate 87 which were printed on 16 display boards.

Mr. Biggs described the routes and proposed roadway alternatives from west to east along NC 17 from Williamston to Chowan County. He also reviewed the various interchanges and service road access points throughout the plan, and reminded the Board that this information is conceptual only, and subject to change without notice.

County Manager Sauer reminded the Board of an email report last week about making an official selection of an architect for the public library and cooperative extension project in advance of the next Board meeting on November 6th.

He recommended the Board accept an initial design and programming proposal as revised to include the phase one environmental assessment and topographic & boundary survey be approved. Vice Chairman Bazemore made a **MOTION** to accept County Manager Sauer's recommendation. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Tax Administrator Jodie Rhea reviewed several pertinent items for the real estate property tax revaluation for 2020 and gave a brief overview of the three firms which responded to the County's RFP.

The Board then heard presentations from JWE Services, Inc., Piner Appraisal, and Pearson's Appraisal.

Following the Board's discussion and questions for Mr. Rhea, Vice Chairman Bazemore made a **MOTION** to approve Piner Appraisal for the 2020 revaluation using the "windshield" appraisal process. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Lee made a **MOTION** to go into Closed Session pursuant N.C.G.S. § 143-318.11(a)(6). Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The meeting was adjourned at 3:45 p.m.

ADJOURN

Chairman Trent **ADJOURNED** the meeting at 3:45 PM.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-3

DEPARTMENT: Governing Body

SUBJECT: Register of Deeds Fees Report – October 2017

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

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

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 OCTOBER 2017 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----		\$5,690.80
10-0030-4344-03	VITAL STATISTICS-----		\$1,310.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----		\$349.60
10-0030-4344-04	NO. MARRIAGE LICENSE-----	5 @60.00	\$300.00
			<u>\$7,650.40</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----		\$155,105.00
10-0030-4344-10	STATE TREASURER FEE-----	136 @\$6.20	\$843.20
	STATE VITAL RECORDS-----	6 @14.00	\$84.00
			<u>\$163,682.60</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----		
			<u>\$163,682.60</u>

Handwritten signature of Annie F. Wilson in black ink.

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

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	24 @\$6.20=	\$148.80
ADDITIONAL PAGES-----	225 @\$0.40=	\$90.00
DEEDS & OTHER INSTRUMENTS-----	144 @\$1.94=	\$279.36



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-4

DEPARTMENT: Governing Body

SUBJECT: Budget Amendments

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

BUDGET AMENDMENT

# 18-04				
INCREASE				
10-6250-5399-00	\$	4,000	10-5860-5399-10	\$ 11,000
10-6250-5499-90	\$	7,000		
SETUP BUDGET FOR STORM PREPARATION (NEW LINE ITEM)				
INCREASE				
10-0090-4991-99	\$	8,000	10-4350-5399-00	\$ 8,000
INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #3				
HOLLAND CONSULTING PLANNERS, INC.				
INCREASE				
10-4380-5126-00	\$	13,750	AC-PT 10-0090-4991-99	\$ 23,750
10-4380-5399-00	\$	10,000	CONT SERV	
INCREASE ANIMAL CONTROL SALARIES-PART TIME TO COVER NEW P/T EMPLOYEE				
INCREASE CONTRACT SERVICES TO COVER VET BILLS				
APPROVED ___ / ___ /2017				

BUDGET AMENDMENT

		# 18-04		
	INCREASE			INCREASE
10-6250-5399-00	\$ 4,000		10-5860-5399-10	\$ 11,000
10-6250-5499-90	\$ 7,000			
SETUP BUDGET FOR STORM PREPARATION (NEW LINE ITEM)				
APPROVED / /2017				

COUNTY OF BERTIE

P.O. BOX 530
WINDSOR, NC 27983

101017

177759

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

VOUCHER

/05/17	SEPT17-INSP	COMPUTER REPAIR	11.99	1196
/05/17	SEP2017-COOP	ESMM EQPTSUPPLIES	74.37	1140
/05/17	SEPT2017-COO	EFNEP SUPPLIES	101.02	1139
/05/17	SEPT17-COOP	STERILITE SMALL FILE CLI	170.47	826
/05/17	SEP17-IT	MOBOTIX D12 IP Camera	269.99	1197
/05/17	AIRFARE-OCT1	NEAFCS-AIRFARE	438.10	836
/05/17	SEP17-COMAN	CONFERENCE REGISTRATIONS	595.00	893
/05/17	SEPT2017-COM	COUNTY CC STATEMENT - 8/2	2,754.79	1598
/05/17	SEP17-DSS	ADOPTION CONFERENCE	2,797.40	1158

AgriSupply
(Hurricane Irma)
STORM PREP

2055.84
tax 143.91
2199.75

332 SOUTHERN BANK

7,213.13

177759

SOUTHERN BANK AND TRUST

COUNTY OF BERTIE
ACCOUNTS PAYABLE
P.O. BOX 530
WINDSOR, NC 27983

CHECK NO.

177759

177759

88-258
531

This Disbursement has been approved as
Required by The Local Government & Fiscal Control Act.

VENDOR	CHECK DATE	CHECK AMOUNT
1332	10/10/2017	\$7,213.13

PAY

*****7,213 DOLLARS AND 13 CENTS

TO THE
ORDER OF

SOUTHERN BANK
PO BOX 630001
CHARLOTTE

NC 28263-3001

⑈ 177759 ⑈ ⑆053102586⑆5331708879⑈

LOCAL GOVERNMENT PURCHASE ORDER

BERTIE COUNTY

BERTIE COUNTY MANAGERS OFFICE
 PO BOX 530
 106 DUNDEE STREET
 WINDSOR, NC 27983

PURCHASE 00001598-00 FY 2018
 ORDER # Page Number: 2

Instructions to Vendor:
 1. Purchase Order Number Must Appear on Invoice.
 2. Submit Invoice in Duplicate for Each Purchase Order.

INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER

PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY

TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.

VENDOR
 SOUTHERN BANK
 PO BOX 630001
 CHARLOTTE, NC 28263-3001

SHIP TO
 BERTIE COUNTY MANAGERS OFFICE
 PO BOX 530
 106 DUNDEE STREET
 WINDSOR, NC 27983

Requisition
 00001675

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/04/17	001332			ADMINISTRATION

LN	DESCRIPTION/PART NO	UNIT	QTY	COST EA	EXT PRICE
006	PURCHASE FINANCE CHARGE 10 -4110-5499-00	62.59	1.00 EACH	76.00000	76.00 ✓
	TRAVEL PROTECTION FEE -- DSS BOARD MEMBER TRIP TO WASHINGTON, D.C. ADOPTION CONFERENCE 12 -5380-5399-73	76.00			
				PO Total	2603.35
				TAX	2,727.26 43.24
					108.70
				TOTAL	\$2,754.79

Notay 435.96

This Instrument Has Been Preaudited In The Manner Required
 by The Local Government Budget and Fiscal Control Act.

WGR
 AUTHORIZED SIGNATURE

LOCAL GOVERNMENT PURCHASE ORDER

BERTIE COUNTY

BERTIE COUNTY MANAGERS OFFICE
 PO BOX 530
 106 DUNDEE STREET
 WINDSOR, NC 27983

PURCHASE ORDER # 00001598-00 FY 2018
 Page Number: 1

- Instructions to Vendor:
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 2. Submit Invoice in Duplicate for Each Purchase Order.

INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER

PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY

TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.

VENDOR
 SOUTHERN BANK
 PO BOX 630001
 CHARLOTTE, NC 28263-3001

SHIP TO
 BERTIE COUNTY MANAGERS OFFICE
 PO BOX 530
 106 DUNDEE STREET
 WINDSOR, NC 27983

Requisition
 00001675

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
10/04/17	001332			ADMINISTRATION

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA	EXT. PRICE
001	ORIGINAL		1.00 EACH	111.55000	111.55 138.55 ✓
	HERITAGE HOUSE RESTAURANT. -- LUNCH WITH CM SAUER, NC STATE/ECU STAFF FOR DR. STAN RIGGS WATER FEASIBILITY PROJECT				
	10 -4110-5499-00	111.55			
002			1.00 EACH	119.60000	119.60 ✓
	BACKGROUND/DRIVING RECORD CHECK - NET & EMS - ERNEST STROUD, SAMANTHA SMITHWICK, HALEY WILLIAMS, JAMI MENDEZ				
	10 -4335-5260-00	33.95			
	10 -4340-5260-00	85.65			
003			1.00 EACH	157.77000	157.77 ✓
	MARRIOTT DURHAM CHARGE -- 1 NIGHT STAY				
	10 -4110-5310-00	157.77			
004			1.00 EACH	2199.75000	2055.84 ✓
	AGRI SUPPLY - GAS TANKS - HURRICANE IRMA - EMERGENCY MANAGEMENT & SHERIFF				
	10 -0000-1251-00	2,199.75			
005			1.00 EACH	62.59000	62.59 ✓

This Instrument Has Been Preaudited In The Manner Required by The Local Government Budget and Fiscal Control Act.

WKR
 AUTHORIZED SIGNATURE



Agri Supply of Greenville
4500 Martin Luther King Jr. Hwy
P.O. Box 6025
Greenville, NC 27834
(252) 752-3999

DOCUMENT: E62903/2 JOB NO: 000
 CUST NO.: *2
 SHIP TO: SAUER/SCOTT ^

ORDER NUMBER	VERSION	PAGE NO
E62903/2	0	1
CLERK	SALESPERSON	DATE / TIME
02KGB		9/7/17 10:59
PO NUMBER	REFERENCE	

LOADING TICKET

BILL TO: **** CASH ****

SHIP VIA	ROUTE	ROUTE STOP
DATE EXPECTED	DAY	TERMS
		CASH/CHECK/BANKCARD

LN#	ITEM	UM	DESCRIPTION	ORDERED	B/O	SHIPPED
1	86463	EA	100 GAL CREW CAB FUEL TRANSFER	4		4 <input type="checkbox"/>
2	86586	EA	ECONOMY FUEL TRANSFER PUMP KIT	4		4 <input type="checkbox"/>
3	39189	EA	10 MICRON FUEL FILTER WITH TOP	4		4 <input type="checkbox"/>
4	23757	EA	3/4 X 3 " GALVANIZED PIPE NIPPLE	4		4 <input type="checkbox"/>

ASC is not responsible for securing loads or trailers. It is customer's sole responsibility to assure their load is tied down and/or that the trailer and tow vehicle are safe for operation.

Paid By:	Loaded By:
<i>[Handwritten Signature]</i>	
X	
RECEIVED BY	DATE RECEIVED

1332

THANK YOU FOR SHOPPING AT
Agri Supply Greenville (GRE)
4500 Martin Luther King Jr. Hwy
P.O. Box 6025
Greenville, NC 27834
(252) 752-3999

09/07/17 10:59AM 02KGB 1202 SALE

86463	4	EA	359.99	EA
100 GAL CREW CAB FUEL TRANSFE			1439.96	
86586	4	EA	124.99	EA
ECONOMY FUEL TRANSFER PUMP KI			499.96	
39189	4	EA	26.99	EA
10 MICRON FUEL FILTER WITH TO			107.96	
23757	4	EA	1.99	EA
3/4 X 3 " GALVANIZED PIPE NIP			7.96	

SUB-TOTAL:\$	2055.84	TAX: \$	143.91
		TOTAL: \$	2199.75
		BC AMT: \$	2199.75

BK CARD#: XXXXXXXXXXXX2126
MID: 191201873889
AUTH: 03557G AMT: \$ 2199.75
Host reference #:462903 Bat#
Chip Read
CARD TYPE:VISA EXPR: XXXX
AID : A0000000031010
TVR : 8080008000
IAD : 06010A03600400
TSI : 6800
ARC : 00
MODE : Issuer
CVM :
Name : VISA CREDIT
TxnID/ValCode: 398753

Bank card USD\$ 2199.75



==>> JRNL#E62903/2 <<==
CUST NO:*2

THANK YOU SCOTT ^ SAUER
FOR YOUR PATRONAGE

Ken H P

Name : X
I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Acct: CASH CUSTOMER

Customer Copy

THIS IS NOT AN INVOICE

AGREEMENT AND ACKNOWLEDGMENT OF TRANSFER

RESTRICTED PROPERTY
18 MONTHS OR MORE

North Carolina Department of Administration
FEDERAL SURPLUS PROPERTY AGENCY
1311 Mail Service Center
Raleigh, NC 27699-1311

ACKNOWLEDGMENT NO. : 17092003
PAGE : 1
DATE : 09/01/2017

County Of Bertie
Mitch Cooper
P O Box 530
106 Dundee Street
Windsor, NC 27983
008-0300 B-L 1



AUTHORIZED REPRESENTATIVE FOR STATE

ITEM NO	N. C. SERIAL NO	TOTAL ACQ COST	DESCRIPTION	QUANTITY	UNIT OF MEASURE	SERVICE CHG TOTAL
1	37-7-0182-37-7	104626.00	TRUCK, CARGO MFG: STEWART AND STEVENSON SN: AT1755BACD MOD: M-1078 YR: 95 CANNIBALIZATION NOT APPROVED	1	EA	4500.00
TOTAL DUE						4500.00

Being the duly authorized representative of the above donee, I accept the property listed hereon and commit the donee to comply with the terms and conditions attached to this document.

Buyer: MITCH COOPER / EMERGENCY MGMNT.



AUTHORIZED REPRESENTATIVE FOR THE DONEE

E-MAIL _____

09/01/2017

DATE

THIS IS NOT AN INVOICE

AGREEMENT AND ACKNOWLEDGMENT OF TRANSFER

RESTRICTED PROPERTY
12 MONTHS

North Carolina Department of Administration
FEDERAL SURPLUS PROPERTY AGENCY
1311 Mail Service Center
Raleigh, NC 27699-1311

ACKNOWLEDGMENT NO. : 17092004

PAGE : 1

DATE : 09/01/2017

County Of Bertie
Mitch Cooper
P O Box 530
106 Dundee Street
Windsor, NC 27983
008-0300 B-L 1

AUTHORIZED REPRESENTATIVE FOR STATE

ITEM NO	N. C. SERIAL NO	TOTAL ACQ COST	DESCRIPTION	QUANTITY	UNIT OF MEASURE	SERVICE CHG TOTAL
1	4300	1541.99	AMMO CAN (1 EA) TIE DOWN CHAIN (2 EA) EXTENSION CORDS (4 EA) FAST ROPE PARA CORD (2 EA)	10	EA	196.00
2	4300	686.01	E TOOLS (5 EA) LG. FLASHLIGHTS (5 EA) LARGE TIE DOWN CHAINS (2 EA)	12	EA	55.00
3	6500	1464.00	STOKES BASKETS (3 EA)	3	EA	120.00
TOTAL DUE						371.00

Being the duly authorized representative of the above donee, I accept the property listed hereon and commit the donee to comply with the terms and conditions attached to this document.

Buyer: MITCH COOPER / EMERGENCY MGMNT.

AUTHORIZED REPRESENTATIVE FOR THE DONEE

E-MAIL _____

09/01/2017

DATE

CERTIFICATIONS AND AGREEMENTS

(a) **THE DONEE CERTIFIES THAT:**

(1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 803 of the Age Discrimination Act of 1975.

(b) **THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:**

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) **THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:**

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the State agency designated a further period of restriction.

(3) In the event the property is not so used as required by (c)(1) and (2) and Federal restrictions (b)(1) and (2) have expired then title and right to the possession of such property shall at the option of the State agency revert to the State of North Carolina and the donee shall release such property to such person as the State agency shall direct.

(d) **THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS**

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State agency.

(e) **THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:**

(1) The property acquired by the donee is on an "as is", "where is" basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

(f) **TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:**

The donation shall be subject to the terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

**1950 GARNER ROAD
RALEIGH, NC 27610
(919)733-3885
www.doa.nc.gov/fsp/**

DO YOU KNOW

What you agreed to when you signed your distribution document?

You agreed to use the surplus property only in the official program, that you represent,

And

You agreed to use certain items for eighteen (18) months or longer,

And

You agreed that you would not sell the property, loan it, trade it, or tear it down for parts unless we give you permission before you do it,

And

You agreed to pay the U.S. Government if you did not use the property according to your agreement,

And

It is against the law to discriminate in Federal Financial Assistance Programs because of race, color, national origin, sex, age, or physical or mental disability.

Summary

- 1. Surplus property must be used in an authorized program**
- 2. Personal use or non-use of surplus property is not allowed**
- 3. Permission must be obtained before selling, trading, or cannibalizing surplus property**
- 4. You may not discriminate against any individual or organization due to race, color, national origin, sex, age, or physical or mental disability**
- 5. Read the back of your distribution document, understand your obligations**

COUNTY OF BERTIE

P.O. BOX 530
WINDSOR, NC 27983

090717

177341

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

VOUCHER

07/17 SEP17-HURRPR CLEAN DITCHES

1,500.00 1071

780 BOYD COPELAND

1,500.00

177341

SOUTHERN BANK AND TRUST

COUNTY OF BERTIE
ACCOUNTS PAYABLE
P.O. BOX 530
WINDSOR, NC 27983

CHECK NO.

177341

177341

66-258
531

This Disbursement has been approved as
Required by The Local Government & Fiscal Control Act.

VENDOR	CHECK DATE	CHECK AMOUNT
2780	09/08/2017	\$1,500.00

PAY

*****1,500 DOLLARS AND NO CENTS

TO THE
ORDER OF

BOYD COPELAND
PO BOX 237
WINDSOR

NC 27983

NON-NEGOTIABLE

⑈ 177341 ⑆ ⑆ 053102586 ⑆ 5331708879 ⑆

**LOCAL GOVERNMENT PURCHASE ORDER
BERTIE COUNTY**

PURCHASE ORDER # 00001071-00 FY 2018
Page Number: 1

BERTIE CO PUBLIC BUILDINGS
PO BOX 530
106 DUNDEE STREET
WINDSOR, NC

27983

Instructions to Vendor:
1. Purchase Order Number Must Appear on Invoice.
2. Submit Invoice in Duplicate for Each Purchase Order.

INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER

PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY

TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.

VENDOR
BOYD COPELAND
PO BOX 237
WINDSOR, NC 27983

SHIP TO
BERTIE CO PUBLIC BUILDINGS
PO BOX 530
106 DUNDEE STREET
WINDSOR, NC
27983

Requisition
00001191

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/06/17	002780			PUBLIC BUILDINGS

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	ORIGINAL		1.00 EACH	1500.00000	1,500.00
	CLEAN DITCHES AT SHERIFF DEPT AND AROUND EMS PROPERTY LINE TO PREVENT FLOODING				
	10 -4100-5399-00 <i>6250</i>				
		1,500.00			
				PO Total	1,500.00

PAID
SEP 08 2017
By _____

[Handwritten Signature]

WGR

AUTHORIZED SIGNATURE

This Instrument Has Been Preaudited In The Manner Required by The Local Government Budget and Fiscal Control Act.



P.O. Box 237
Windsor, NC 27983
252-794-5259

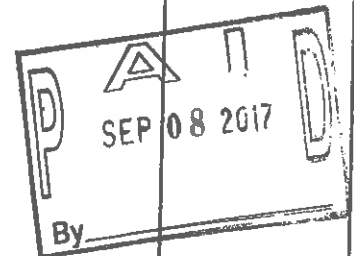
Invoice

Date	Invoice #
9/7/2017	4234

Bill To
Bertie County Maintenance Dept. 106 Dundee Street Windsor, NC 27983

Project			
Miscellaneous			

Item	Description	Qty	Rate	Serviced	Amount
Miscellaneous	Excavator to clean out ditches on County Farm Road to alleviate flooding for Sheriff's Department and County Maintenance Building	1	1,500.00	9/7/2017	1,500.00



Invoice Total	\$1,500.00
Payments/Credits	\$0.00
Balance Due	\$1,500.00

NOTE: Thank you for allowing Boyd Copeland Contracting, Inc. to provide these services to you. Your satisfaction with our services is our main goal for your continued business support. If in the event you have questions regarding this invoice or anything relating to our services performed, please telephone us at your earliest convenience.

TERMS: PAYMENT IS DUE UPON RECEIPT. PAST DUE ACCOUNTS SHALL BE CHARGED AT THE RATE OF 1.5% PER MONTH.

MAKE REMITTANCE PAYABLE TO:
MAIL REMITTANCE TO:

BOYD COPELAND CONTRACTING, INC.
P.O. BOX 237 - WINDSOR, NC 27983

COUNTY OF BERTIE

P.O. BOX 530
WINDSOR, NC 27983

090717

111342

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

VOUCHER

/07/17 9/7/17-HURRR TREES REMOVAL

2,500.00 1075

5744 CHRIS DIXON LAND CLEARING, INC.

2,500.00

177342

SOUTHERN BANK AND TRUST

COUNTY OF BERTIE
ACCOUNTS PAYABLE
P.O. BOX 530
WINDSOR, NC 27983

CHECK NO.

177342

177342

88-258
531

This Disbursement has been approved as
Required by The Local Government & Fiscal Control Act.

VENDOR	CHECK DATE	CHECK AMOUNT
15744	09/08/2017	\$2,500.00

PAY

*****2,500 DOLLARS AND NO CENTS

TO THE
ORDER OF

CHRIS DIXON LAND CLEARING, INC.
3528 HUDSON'S CORSSROADS RD.
GREENVILLE NC 27858


NON-NEGOTIABLE

⑆ 177342 ⑆ ⑆ 053102586⑆ 5331708879 ⑆

LOCAL GOVERNMENT PURCHASE ORDER
BERTIE COUNTY

BERTIE CO PUBLIC BUILDINGS
 PO BOX 530
 106 DUNDEE STREET
 WINDSOR, NC

27983

PURCHASE ORDER # 00001075-00 FY 2018
 Page Number: 1

- Instructions to Vendor:
 1. Purchase Order Number Must Appear on Invoice.
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INVALID UNLESS THERE IS A SIGNATURE AND PURCHASE ORDER NUMBER

PAYMENT WILL BE MADE FROM ORIGINAL INVOICE ONLY

TOTAL INVOICE AMOUNT INCLUDING SHIPPING COSTS MUST NOT EXCEED PURCHASE ORDER TOTAL BY MORE THAN 10% WITHOUT WRITTEN APPROVAL FROM FINANCE OFFICER PRIOR TO SHIPPING.

VENDOR
 CHRIS DIXON LAND CLEARING, INC.
 3528 HUDSON'S CORSSROADS RD.
 GREENVILLE, NC 27858

SHIP TO
 BERTIE CO PUBLIC BUILDINGS
 PO BOX 530
 106 DUNDEE STREET
 WINDSOR, NC
 27983

Requisition
 00001190

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/06/17	015744			PUBLIC BUILDINGS

LN	DESCRIPTION/PART NO.	UNIT	QTY	COST EA.	EXT. PRICE
001	ORIGINAL REMOVE TREES FROM DITCH AROUND PROPERTY LINE AND DISPOSE OF ALL DEBRIS 10 -4100-5399-00 6250		1.00 EACH	2500.00000	2,500.00
				PO Total.	2,500.00

[Handwritten signature]

PAID
 SEP 08 2017
 By _____

This Instrument Has Been Preaudited In The Manner Required by The Local Government Budget and Fiscal Control Act.

WGR
 AUTHORIZED SIGNATURE

BUDGET AMENDMENT

18-04

INCREASE		INCREASE	
10-0090-4991-99	\$ 8,000	10-4350-5399-00	\$ 8,000
INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #3 HOLLAND CONSULTING PLANNERS, INC.			

Work Authorization #3 (October 2, 2017 through December 29, 2017)

Contract for Consultant Services
Holland Consulting Planners, Inc. and Bertie County
Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

Background

WHEREAS, Bertie County (the County) was severely impacted by Hurricane Matthew in October 2016, and requires management, planning, and housing inspection services to assist the County staff with applications for available state and federal funding for disaster recovery and flood mitigation assistance, and with the management of funded projects.

General Conditions

During completion of the work defined in this Work Authorization, Bertie County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of Bertie County Hurricane Matthew Disaster Recovery and Flood Mitigation .

Tasks Approved By This Work Authorization

- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Coordinate project activities with designated state agencies.
- Prepare applications for Hurricane Matthew Disaster Recovery and Flood Mitigation funds.
- Manage citizen participation and outreach activities required to develop working inventories of households requiring disaster recovery/flood mitigation assistance.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$8,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated January 13, 2017. Hourly rates for the Consultant's personnel are agreed to as follows:

Staff Position	Hourly Rate
Holland Consulting Planners, Inc.	
T. Dale Holland, AICP, Principal	\$160.00
J. Reed Whitesell, AICP, Project Manager	\$130.00
Chris Hilbert, Program Administrator	\$90.00
Landin Holland, GIS Technician	\$75.00
Gary Miller, Housing Inspector	\$75.00
Administrative Services	\$60.00

Time Schedule

The tasks approved by this Work Authorization shall be completed by December 29, 2017, following execution of this authorization.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this authorization, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

BERTIE COUNTY, NC



T. Dale Holland, President

Scott Sauer, County Manager



Witness

Clerk to the Board

This authorization has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

(SEAL)

BUDGET AMENDMENT

# 18-04					
		INCREASE			
10-4380-5126-00	\$	13,750	AC-PT	10-0090-4991-99	\$ 23,750
10-4380-5399-00	\$	10,000	CONT SERV		
INCREASE ANIMAL CONTROL SALARIES-PART TIME TO COVER NEW P/T EMPLOYEE					
INCREASE CONTRACT SERVICES TO COVER VET BILLS					



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-5

DEPARTMENT: Governing Body

SUBJECT: Amended offer & Acceptance Documents for Federal DWSRF Loan (#WIF-1897) Town of Roxobel/BCWDIV system merger in the amount of \$1,937,608, which also includes a \$500,000 grant in the form of principal forgiveness

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval for the following: Resolution approving the amended offer and acceptance documents including the acknowledgement of standard conditions and assurances, and a revised project ordinance.

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

This action concludes the financing process as previously approved by the Board subject to concurrence from the NC Local Government Commission.

ATTACHMENTS: Yes

- Letter dated October 4, 2017 from Mr. Greg C. Gaskins, Secretary of Local Government Commission
- Amended Offer & Acceptance documents for a federal DWSRF loan
- Resolution accepting loan terms by the Bertie County Board of Commissioners
- Clerk's Certification

LEGAL REVIEW PENDING:

ITEM HISTORY:

Minutes from the July 10, 2017 Work Session:

Water District IV

NC Department of Environmental Quality

Roxobel Merger/Consolidation (WIF No. 1897)

Project No.: 15-077.1

NC DWSRF Loan \$1,678,550

NC DWRF principal forgiveness \$ 500,000 (grant)

Approved: February 1, 2016

Bid Date: May 10, 2017

Contract One: \$ 933,335

Contract Two: \$ 487,924

\$1,421,259 Contract award May 15, 2017 –
tentatively approved by Board

(1,168,200) less budgeted amount--project
ordinance approved

February 19, 2016

	\$253,059	Project shortfall based on certified bid tabulation
<u>NC DEQ:</u>	\$259,058	Recommended supplemental funding for NC LGC approval

Proposed Action – recommendation to approve resolution for additional funding and filing amended project application with the NC DEQ and NC LGC – to increase the project funding by an amount of \$259,058 and added to the original loan of \$1,678,550 in order to secure and maintain the \$500,000 principal forgiveness. Term of the loan will remain 20 years at 0%. At a subsequent meeting, the Board will be presented with an amended capital project ordinance to reflect the NC LGC approval and the revised loan amount and loan application fee (2%), which is paid with local funds as previously approved.

Following a brief overview of the project and a discussion of the bidding process, Vice Chairman Bazemore made a **MOTION** to proceed with the bid award, authorize submission of an amended loan application, and approval for the Resolution for Water District IV as presented. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund authorized the making of loans and/or grants, as applicable, to aid eligible, drinking water system owners in financing the cost of construction for eligible drinking water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered Drinking Water State Revolving Fund loan in the amount of \$1,937,608 for the construction of DWI Project No. WIF-1897 hereafter referred to as "Project"; and

WHEREAS, **Bertie County Water District IV** intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW THEREFORE BE IT RESOLVED, BY THE BERTIE COUNTY BOARD OF COMMISSIONERS OF WATER DISTRICT IV:

Bertie County Water District IV, does hereby accept the Drinking Water State Revolving Fund loan offer in the amount of \$1,937,608; and

That **Bertie County Water District IV** does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of loans; and

That the governing body of the **Bertie County Water District IV**, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That **Bertie County Water District IV** has complied substantially or will comply substantially with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

Adopted this the **6th day of November** in Bertie County, North Carolina.

John Trent

Chairman, Bertie County Board of Commissioners



CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this - _____ day of _____, 20____.

Sarah S. Tinkham

Clerk to the Bertie County Water Board,
Clerk to the Bertie County Board of Commissioners

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STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER

October 4, 2017

The Honorable Chairman
County of Bertie
c/o William Roberson
Finance Officer
PO Box 530
Windsor, North Carolina 27983

Re: Bertie County Water District IV - Request an increase of additional funds for
State Revolving Loan – Water

Dear Chairman:

On October 3, 2017, the Commission approved the request for an increase of additional funds on a State Revolving Loan. The City is requesting an increase of \$259,058 for a total loan of a \$1,937,608 which was formally approved by the N.C. Local Government Commission on August 2, 2016.

We are pleased to have had this opportunity to serve you.

Sincerely,

Greg C. Gaskins, Secretary
Local Government Commission

GCG/aps

cc: Mark L. Hubbard, P.E., Assistant Chief
Division of Water Infrastructure

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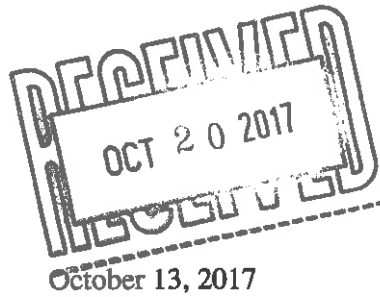


Water Infrastructure
ENVIRONMENTAL QUALITY

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

KIM H. COLSON
Director



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Scott Sauer, Manager
Bertie County
Post Office Box 530
Windsor, North Carolina 27983

Subject: AMENDED Offer & Acceptance Documents for a Federal DWSRF Loan

DWI Project No: WIF-1897

Project Scope: Town of Roxobel / BCWD IV Water System Merger: Install app. 3 miles of 6-inch PVC mains et al to connect Roxobel's and BCWD IV's systems at 3 locations; Construct a 100-gpm duplex BPS with stand-by generator; Replace existing controls with SCADA at 11 sites (8 wells/3 ESTs); Replace 3 altitude valves, install 2 PRVs; Replace app. 170 meters in Roxobel for compatibility with BCWD IV.

Dear Mr. Sauer:

Bertie County (County) have been approved recently for additional loan assistance from the North Carolina Drinking Water State Revolving Fund (DWSRF). Enclosed are two (2) copies of an amended offer-and-acceptance document extending the County an amended funding award in the amount of **\$1,937,608**. This amended offer is made subject to the Assurances and Conditions set forth in the enclosed offer-and-acceptance document.

Please submit the following items to the Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633, as soon as they are prepared:

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein (sample copy attached);
2. One (1) copy of the original Offer-and-Acceptance Document, executed by the Authorized Representative for the Project, along with the signed "Acknowledgement of Standard Conditions and Assurances" for federal SRF loans. **Retain the other copy for your files;**
3. The Federal Identification Number and DUNS Number of the Applicant (Memo attached); and
4. A Sales-Tax Certification Form (sample copy attached).



Mr. Sauer, County Manager
Bertie County
October 13, 2017
Page No. 2 of 2

The Site Certification and a Capital Project Ordinance (or a budget ordinance covering the subject project) must be provided to DWI before disbursements can begin. For further assistance, please see the enclosed Guidance Document for a complete list of those items due no later than the project's first reimbursement request.

Reimbursement requests (printed sample form enclosed with this transmittal) for drinking-water projects should be forwarded to Teresa Tripp at the address noted below (see the footer on the first page of this transmittal letter). A reference copy of this request form has been enclosed for your convenience.

On behalf of the Department of Environmental Quality, I am pleased to make this offer of State Revolving Loan funds, made available by the North Carolina Water Infrastructure Fund.

Sincerely,



Kim H. Colson, P.E., Director
Division of Water Infrastructure, NCDEQ

Enclosures: **AMENDED** Offer-and-Acceptance Document (two copies)
Resolution to Accept Loan Offer (suggested format)
Federal ID & DUNS Number Request Memo
Sales-Tax Certification Form
Reimbursement Request Form
Guidance Document
Site Certification
Capital Project Ordinance (sample)
Revised Invoice for Amended 2% Administrative Fee

cc: W. Landon Younce, P.E., Green Engineering, PLLC, Consulting Engineer
Linda Ward, DWI (w/o attachments)
David Giachini, DWI (w/o attachments).
DWSRF Project File (COM - LOX) (w/attachments)



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

Funding Award Offer and Acceptance (AMENDED)

Legal Name & Address of Award Recipient (Applicant):

Bertie County
 Post Office Box 530
 Windsor, North Carolina 27983

Account:

- Drinking Water State Revolving Fund (SRF)
- Clean Water State Revolving Fund (SRF)
- State General Loan (SRL)
- State Emergency Loan (SEL)
- High Unit-Cost Grant (HUC)
- Technical Assistance Grant (TAG)

State Project Number: H-LRX-F-16-1897
 Federal Project Number: WIF-1897
 CFDA Number: 66.468

Amendment	Commitment Date	Additional Amount
Original	9/7/16	\$1,678,550
1	12/10/17	\$259,058
2	--	--
3	--	--

Project Description:

Town of Roxobel / BCWD IV Water System Merger: Install approximately 3 miles of 6-inch PVC mains, fire hydrants, valving and so forth to connect Roxobel's and BCWD IV's water systems at three (3) locations; Construct a 100-gpm duplex booster pump station with stand-by generator; Replace existing control systems with SCADA at 11 sites (8 wells/3 elevated storage tanks); Replace three (3) altitude valves, and install two (2) pressure-reducing valves; Replace approximately 170 meters inside Roxobel for compatibility with BCWD IV.

Total Financial Assistance Offer:

Principal Forgiveness: \$500,000
 Total Project Cost: \$1,937,608
 Interest Rate (Per Annum): 0%
 Maximum Loan Term: 20 Years
 Estimated Closing Fee (2% of loan): \$38,752

Pursuant to North Carolina General Statute 159G:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality (DEQ) as having sufficient priority to receive financial assistance.

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

For the State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure
 North Carolina Department of Environmental Quality**

 Signature 10/13/17
Date

On Behalf of: Bertie County
 Name of Representative in Resolution: Mr. Scott Sauer
 Title (Type or Print): County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and make the Assurances and accept the Standard Conditions.

 Signature _____
Date

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The following “super cross-cutters” apply to SRF projects and may be found in the Public Policy Requirements section of the EPA General Terms and Conditions for each year’s appropriation. This document can be found at www.epa.gov/ogd/tc.htm. Please note that nothing is submitted to the State’s SRF program offices regarding compliance with these items.
 - (a) Title VI of the Civil Rights Act of 1964
 - (b) Section 504 of the Rehabilitation Act of 1973
 - (c) The Age Discrimination Act of 1975
 - (d) Section 13 of the Federal Water Pollution Control Act Amendments of 1972
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification from provided by DEQ.
3. Specific MBE/WBE (i.e., disadvantaged businesses enterprises or “DBEs”) forms and instructions are provided and shall be included in the contract specifications. These forms will assist with the documenting of positive efforts made by the Applicant and their consultant(s) and contractor(s) to utilize DBEs. Such efforts should allow DBEs the maximum, feasible opportunity to compete for those sub-agreements and subcontracts that are to be performed. Documentation of all efforts made to utilize DBE firms must be maintained by all applicants and construction contractors, and shall be made available to DEQ or others upon request.
4. Applicants shall comply fully with Subpart C of the Code of Federal Regulations, Chapter 2, Part 180 (2 CFR 180) entitled, “Responsibilities of Participants Regarding Transactions Doing Business with Other Persons”, as implemented and supplemented by 2 CFR 1532. The Applicant is responsible for ensuring that any lower-tier covered transaction, as described in Subpart B of 2 CFR 180, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. The Applicant is responsible for further requiring the inclusion of a similar term or condition in any subsequent, lower-tier covered transactions. The Applicant acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Applicants may access suspension and debarment information at: <http://www.sam.gov>. This system allows applicants the capability of performing searches for determining whether an entity or individual is excluded from receiving Federal assistance.
5. The construction contract(s) require(s) the contractor to adhere to the Davis-Bacon and Related Acts Provisions and Procedures, as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this also is enacted in Title 40, United States Code, Subtitle II, Sections 3141 through 3148.
6. As required by Subsection 436 (a)(2) of the Consolidated Appropriations Act of 2014, the Project is subject to the federal American Iron and Steel provisions. The State provides detailed requirements that are to be included in the construction contract specifications.

ASSURANCES

1. The Applicant intends to construct the Project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The Applicant acknowledges that in the event a milestone contained in the most recent Drinking Water State Revolving Fund (DWSRF) Intended Use Plan (IUP) and/or the Letter of Intent to Fund (LOIF) is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the Project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, Steps A – D in the SRF Guidance shall be completed. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, reimbursements, closeout and repayment.
5. The Applicant shall provide and maintain adequate engineering supervision and inspection.
6. The Applicant agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the Project and these records will be retained and made available for a period of at least three (3) years following completion of the Project.
7. All SRF funds loaned shall be expended solely for carrying out the approved Project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Applicant’s compliance with the “Standard Conditions...” of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The Applicant shall expend all of the requisitioned funds for the purpose of paying the costs of the Project within three (3) banking days following the receipt of the funds from the State. Please note the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application, and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance, shall be fulfilled.

----- <i>Signature</i>	----- <i>Date</i>
---------------------------	----------------------

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

Funding Award Offer and Acceptance (AMENDED)

Legal Name & Address of Award Recipient (Applicant):

Bertie County
 Post Office Box 530
 Windsor, North Carolina 27983

Account:

- Drinking Water State Revolving Fund (SRF)
- Clean Water State Revolving Fund (SRF)
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- Technical Assistance Grant (TAG)

State Project Number: H-LRX-F-16-1897
Federal Project Number: WIF-1897
CFDA Number: 66.468

Amendment	Commitment Date	Additional Amount
Original	9/7/16	\$1,678,550
1	12/10/17	\$259,058
2	--	--
3	--	--

Project Description:

Town of Roxobel / BCWD IV Water System Merger: Install approximately 3 miles of 6-inch PVC mains, fire hydrants, valving and so forth to connect Roxobel's and BCWD IV's water systems at three (3) locations; Construct a 100-gpm duplex booster pump station with stand-by generator; Replace existing control systems with SCADA at 11 sites (8 wells/3 elevated storage tanks); Replace three (3) altitude valves, and install two (2) pressure-reducing valves; Replace approximately 170 meters inside Roxobel for compatibility with BCWD IV.

Total Financial Assistance Offer:

Principal Forgiveness: \$500,000
Total Project Cost: \$1,937,608
Interest Rate (Per Annum): 0%
Maximum Loan Term: 20 Years
Estimated Closing Fee (2% of loan): \$38,752

Pursuant to North Carolina General Statute 159G:

- The Applicant is eligible under Federal and State law;
- The Project is eligible under Federal and State law; and
- The Project has been approved by the Department of Environmental Quality (DEQ) as having sufficient priority to receive financial assistance.

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

For the State of North Carolina:

**Kim H. Colson, P.E., Director, Division of Water Infrastructure
 North Carolina Department of Environmental Quality**

Signature: [Handwritten Signature] Date: 10/13/17

On Behalf of: Bertie County
 Name of Representative in Resolution: Mr. Scott Sauer
 Title (Type or Print): County Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and make the Assurances and accept the Standard Conditions.

Signature: _____ Date: _____

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

INVOICE (Revised)

Date: 11-Oct-2017

Payable to: NC/DENR-DWI

Mail to: Attention: Ms. Teresa Tripp
Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Bill to: Mr. Scott Sauer, Manager
Bertie County
Post Office Box 530
Windsor, North Carolina 27983

Item: REVISED Two-Percent Closing Fee for DWSRF Project No. WIF-1897

Original Total (Repayable + Principal-Forgiveness) Loan Amount:	\$1,678,550
Original Total (Repayable + Principal-Forgiveness) Closing-Fee(s) Amount:	\$33,571
Revised Total (Repayable + Principal-Forgiveness) Loan Amount:	\$1,937,608
Revised Total (Repayable + Principal-Forgiveness) Closing-Fee(s) Amount:	\$38,752

Please pay this amount: \$38,752

**** PLEASE PAY THE AMOUNT DUE BY NO LATER THAN THE DATE WHEN YOUR ORGANIZATION SUBMITS THEIR FIRST REIMBURSEMENT REQUEST TO THE DIVISION OF WATER INFRASTRUCTURE ****

FOR USE OF DIVISION OF WATER INFRASTRUCTURE: Deposit to Fund _____ Amount Paid _____



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-6

DEPARTMENT: Governing Body

SUBJECT: Approve water system transfer of assets for Town of Roxobel and Town of Lewiston-Woodville consolidations

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

STATE OF NORTH CAROLINA

BILL OF SALE

COUNTY OF BERTIE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Town of Lewiston Woodville, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as Seller, has this day, in consideration of the sum of \$1.00, to it paid by Bertie County Water District IV, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as Purchaser, bargained, sold and delivered to Purchaser, the following personal property:

1. Water lines, meters, fire hydrants and valves but excluding any elevated water tanks;
2. Equipment and tools used in the construction, maintenance and operation of the water system;
3. Construction plans, as-built plans and specification lists;
4. Office furniture, computers, software, and disks;
5. Customer accounts, including accounts receivable; customer lists, files and records;
6. Financial and tax records;
7. Accounts
8. Certifications, licenses, permits and proof of insurance;
9. Good will;
10. Certificates of deposit and bank accounts; and
11. Easements.

TO HAVE AND TO HOLD all of the aforesaid property unto the said Purchaser, its successors and assigns, forever.

The undersigned hereby warrants said property to be free and clear of all encumbrances whatsoever.

The undersigned warrants that the title to the said property is good and indefeasible.

This the _____ day of _____, 2017.

Attest:

Town of Lewiston-Woodville

By: _____

By: _____ (Seal)

Typed Name: _____

Dayle Vaughan, Mayor

Title: Clerk to the Board

JEH/ 17County/Lewiston and Roxobel/Bill of Sale - Lewiston

STATE OF NORTH CAROLINA

BILL OF SALE

COUNTY OF BERTIE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Town of Roxobel, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as Seller, has this day, in consideration of the sum of \$1.00, to it paid by Bertie County Water District IV, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as Purchaser, bargained, sold and delivered to Purchaser, the following personal property:

1. Water lines, meters, fire hydrants and valves, and any elevated water tanks;
2. Equipment and tools used in the construction, maintenance and operation of the water system;
3. Construction plans, as-built plans and specification lists;
4. Office furniture, computers, software, and disks;
5. Customer accounts, including accounts receivable; customer lists, files and records;
6. Financial and tax records;
7. Accounts
8. Certifications, licenses, permits and proof of insurance;
9. Good will;
10. Certificates of deposit and bank accounts; and
11. Easements.

TO HAVE AND TO HOLD all of the aforesaid property unto the said Purchaser, its successors and assigns, forever.

The undersigned hereby warrants said property to be free and clear of all encumbrances whatsoever.

The undersigned warrants that the title to the said property is good and indefeasible.

This the _____ day of _____, 2017.

Attest:

Town of Roxobel

By: _____

By: _____ (Seal)

Typed Name: _____

Alvin Simmons, Mayor

Title: _____

JEH/ 17County/Lewiston and Roxobel/Bill of Sale - Roxobel

MERGER AND CONSOLIDATION AGREEMENT
BETWEEN BERTIE COUNTY WATER DISTRICT IV AND LEWISTON WOODVILLE
FOR WATER SUPPLY ASSETS

This Asset Purchase Agreement is made this day ____ of _____, 2017 by and between Bertie County Water District IV, a body politic organized and existing under the laws of the State of North Carolina, and the Town of Lewiston Woodville, a body politic organized and existing under the laws of the State of North Carolina;

WHEREAS, the Town of Lewiston Woodville constructed, maintained, and operated a water system for the residents of Lewiston Woodville, North Carolina until it connected to Bertie County Water District IV's system and turned over the operation and maintenance of its system to Bertie County Water District IV in 2014;

WHEREAS, Bertie County Water District IV is a body politic organized and existing pursuant to Article 6 of Chapter 162A of the North Carolina General Statutes for the purpose of constructing, maintaining, and operating a public water system for the citizens of Bertie County who live in the Bertie County Water District IV service area, which includes the area served by the Town of Lewiston Woodville;

WHEREAS, the Town of Lewiston Woodville desires to convey its water system assets to Bertie County Water District IV, and Bertie County Water District IV desires to acquire the water system assets of the Town of Lewiston Woodville under the terms and conditions stated herein; and

WHEREAS, Bertie County Water District IV has the authority to enter into this agreement with a Town pursuant to Section 162A-88 of the North Carolina General Statutes.

NOW, THEREFORE, for mutual and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Certain Assets. Subject to the terms and conditions of this Agreement, the Town of Lewiston Woodville has bargained and sold and by these presents does bargain, sell and convey to Bertie County Water District IV, its successors and assigns, all of the assets listed on the attached Bill Of Sale. The assets described therein are sometimes cumulatively referred to in this Agreement as the "Assets." It is expressly agreed that Bertie County Water District IV is only acquiring the "Assets" as defined herein and no other assets of The Town of Lewiston Woodville. An asset that Bertie County Water District IV is not acquiring from Lewiston Woodville is the Town's water tower.

2. Purchase price. The mutual covenants contained herein are the only consideration for the purchase. There is no separate purchase price paid by Bertie County Water District IV to the Town of Lewiston Woodville.

3. Instruments of Transfer. The Town of Lewiston Woodville will execute a Bill of Sale to accomplish the transfer the Assets to Bertie County Water District IV. The Town of Lewiston Woodville will also execute any other documents needed in order to accomplish the purposes of this Agreement, such as titles, deeds, negotiable instruments for any investments and bank accounts, or other instruments of transfer.

4. Representations and warranties by The Town of Lewiston Woodville. The Town of Lewiston Woodville makes the following representations and warranties:

a. The Town of Lewiston Woodville is a body politic duly organized, validly existing and in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, carry out and perform its obligations hereunder. The Town of Lewiston Woodville is not in violation of any federal, state, or local law or ordinance regarding its water monitoring, testing or reporting.

b. There is no claim, demand, suit, proceeding or litigation of any kind pending and outstanding or, to the knowledge of the Town of Lewiston Woodville, threatened or likely to be made or instituted, to which The Town of Lewiston Woodville is a party and which would affect or relate to the Assets or impair the transfer or assignment of the same. The Town of Lewiston Woodville represents and warrants that it has no debt on its water system.

c. All lines and equipment are in good working order, and to its knowledge there is no significant water loss being incurred in the system.

d. The Town of Lewiston Woodville has full approval of its Town Council and its membership to enter into this Agreement and has followed all steps required by statute for approval. The Town of Lewiston Woodville has absolute fee simple, good and marketable title to all the Assets and has the right and power to sell, transfer and convey all of said Assets, free and clear of all liabilities, liens and encumbrances.

e. As of the date of this Agreement, the Town of Lewiston Woodville is not party to any contract, agreement or commitment of any kind requiring future performance that would impair its obligations hereunder.

f. The Town of Lewiston Woodville has given to Bertie County Water District IV all of the information it has requested, including but not limited to financial records, information on any water lines or equipment that are currently in need of repair or replacement, copies of all certifications, licenses, permits, proof of insurance, identity of its customers, addresses, histories of installation and payment, and the rates at which customers are charged.

g. All tax returns and reports due to be filed by the Town of

Lewiston Woodville have been duly filed on or before the date due and all taxes therein have been paid in full.

h. The Town of Lewiston Woodville has acquired all easements needed for the installation and maintenance of its lines and equipment.

5. Representations and warranties by Bertie County Water District IV.

Bertie County Water District IV makes the following representations and warranties:

a. Bertie County Water District IV is in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, carry out and perform its obligations hereunder.

b. Bertie County Water District IV is not in violation of any federal, state, or local law or ordinance regarding its water monitoring, testing or reporting.

c. There is no claim, demand, suit, proceeding or litigation of any kind pending and outstanding or, to the knowledge of Bertie County Water District IV, threatened or likely to be made or instituted, to which it is a party and which would affect or relate to this Agreement. As of the date of this Agreement, Bertie County Water District IV is not party to any contract, agreement or commitment of any kind requiring future performance that would impair its obligations hereunder.

6. Employment of The Town of Lewiston Woodville workers. Bertie County Water District IV has the option but not the obligation to employ any of the employee's of the Town of Lewiston Woodville.

7. Cooperation and best efforts. The Town of Lewiston Woodville will cooperate in all respects with Bertie County Water District IV in the acquisition of the water system.

8. Transition of The Town of Lewiston Woodville members to the Water District. The Town of Lewiston Woodville customers will become Bertie County Water District IV customers. After the Effective Date of this Agreement, all payments made by the Town of Lewiston Woodville customers will be property of Bertie County Water District IV.

9. Effective Date. The effective date of this Agreement is July 1, 2014, when Bertie County Water District IV assumed control of the Town's water system.

10. Indemnification.

a. General Indemnification. The Town of Lewiston Woodville indemnifies and holds harmless Bertie County Water District IV from any actions or claims that arise as the result of the operation or ownership of the subject water system by the Town of Lewiston Woodville before the Effective Date. Bertie County Water District IV indemnifies and holds harmless the Town of Lewiston Woodville from any actions or claims that arise as the result of the operation or ownership of the subject water system by Bertie County Water District IV after the Effective Date. Each party shall indemnify and hold harmless the other from and against any and all liabilities and obligations which arise from the breach by the other party of any of its warranties and representations contained in this Agreement. If any person shall assert any claim against the non-breaching party which might result in a claim for indemnity hereunder, the non-breaching party shall promptly give written notice to the breaching party indicating the name of the claimant and the nature and amount of the claim. The breaching party shall have the right to contest and defend against any such claim, at its expense, through counsel of its own choosing, provided that if the breaching party shall fail to notify the non-breaching party within sixty (60) days of

the receipt of the foregoing notice of its election to contest and defend against such claim, then the non-breaching party shall have the right to take such action as it deems appropriate to defend, contest, settle, or compromise any such claim or liability.

b. Specific Indemnification Regarding Easements. Paragraph 4.h. above states that the Town of Lewiston Woodville has acquired all easements needed for the installation and maintenance of its lines and equipment. In the event it is found that a water line or related equipment is on private land without an easement, the Town will indemnify and hold harmless Bertie County Water District IV from any actions or claims that arise as the result of the proper easement not having been acquired, and if costs are incurred by the Water District in obtaining any needed easement, the Town will reimburse the Water District for such costs and will assist in any way needed to obtain the easement.

11. Notice. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if and when placed in the mail by registered or certified mail, return receipt requested, with the proper postage.

If to Bertie County Water District IV:

Bertie County Water District IV
Attention: Mr. Scott T. Sauer
Bertie County Manager
Post Office Box 530
Windsor, NC 27983

If to the Town of Lewiston Woodville:

The Town of Lewiston Woodville
Attention: Dayle Vaughan, Mayor
P.O. Box 235
Lewiston Woodville, NC 27849

17. Entire agreement. This Agreement represents the final understanding of the parties with respect to the subject matter of this Agreement and shall replace any earlier written or oral agreements. This Agreement may not be modified except in a writing signed by both of the parties. All parties hereto have negotiated this Agreement at arm's length, have had the opportunity to be represented by independent counsel, are satisfied with the terms hereof, and agree to be bound hereby.

18. Benefit and obligation. This agreement shall bind and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

In Witness Whereof, each party hereto has caused these presents to be executed in its name by its authorized official, all by due authority of its Town Council heretofore duly given, this the day and year first above written.

Attest:

Bertie Co. Water District IV

By: _____

By: _____(Seal)

Typed Name: Sarah Tinkham

Typed Name: John Trent

Title: Clerk to the Board

Title: Chairman

Seal

Attest:

Town of Lewiston Woodville

By: _____

By: _____ (Seal)

Typed Name: _____

Dayle Vaughan, Mayor

Title: Clerk to the Board

Seal

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

Signature of County finance officer

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

Signature of Town finance officer

JEH/17County/LewistonandRoxobel/AssetPurchaseAgreement – Water IV from Lewiston Woodville 17-MS-234

MERGER AND CONSOLIDATION AGREEMENT
BETWEEN BERTIE COUNTY WATER DISTRICT IV AND ROXOBEL
FOR WATER SUPPLY ASSETS

This Asset Purchase Agreement is made this day ____ of _____, 2017 by and between Bertie County Water District IV, a body politic organized and existing under the laws of the State of North Carolina, and the Town of Roxobel, a body politic organized and existing under the laws of the State of North Carolina;

WHEREAS, the Town of Roxobel constructed, maintained, and operated a water system for the residents of Roxobel, North Carolina until it connected to Bertie County Water District IV's system and turned over the operation and maintenance of its system to Bertie County Water District IV under emergency conditions in 2016;

WHEREAS, Bertie County Water District IV is a body politic organized and existing pursuant to Article 6 of Chapter 162A of the North Carolina General Statutes for the purpose of constructing, maintaining, and operating a public water system for the citizens of Bertie County who live in the Bertie County Water District IV service area, which includes the area served by the Town of Roxobel;

WHEREAS, the Town of Roxobel desires to convey its water system assets to Bertie County Water District IV, and Bertie County Water District IV desires to acquire the water system assets of the Town of Roxobel under the terms and conditions stated herein; and

WHEREAS, Bertie County Water District IV has the authority to enter into this agreement with a Town pursuant to Section 162A-88 of the North Carolina General Statutes.

NOW, THEREFORE, for mutual and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Certain Assets. Subject to the terms and conditions of this Agreement, the Town of Roxobel has bargained and sold and by these presents does bargain, sell and convey to Bertie County Water District IV, its successors and assigns, all of the water system assets listed on the attached Bill Of Sale. The assets described therein are sometimes cumulatively referred to in this Agreement as the "Assets." It is expressly agreed that Bertie County Water District IV is only acquiring the "Assets" as defined herein and no other assets of The Town of Roxobel. An asset that Bertie County Water District IV is acquiring from Roxobel is the Town's water tower and water tower site. That acquisition is being accomplished by the execution of a deed.

2. Purchase price. The mutual covenants contained herein are the only consideration for the purchase. There is no separate purchase price paid by Bertie County Water District IV to the Town of Roxobel.

3. Instruments of Transfer. The Town of Roxobel will execute a Bill of Sale and a Deed to accomplish the transfer the Assets to Bertie County Water District IV. The Town of Roxobel will also execute any other documents needed in order to accomplish the purposes of this Agreement, such as titles, additional deeds, negotiable instruments for any investments and bank accounts, or other instruments of transfer.

4. Representations and warranties by The Town of Roxobel. The Town of Roxobel makes the following representations and warranties:

a. The Town of Roxobel is a body politic duly organized, validly existing and in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, carry out and perform its obligations hereunder.

The Town of Roxobel is not in violation of any federal, state, or local law or ordinance regarding its water monitoring, testing or reporting.

b. There is no claim, demand, suit, proceeding or litigation of any kind pending and outstanding or, to the knowledge of the Town of Roxobel, threatened or likely to be made or instituted, to which The Town of Roxobel is a party and which would affect or relate to the Assets or impair the transfer or assignment of the same. The Town of Roxobel represents and warrants that it has no debt on its water system.

c. All lines, equipment and elevated tanks and are in good working order, and to its knowledge there is no significant water loss being incurred in the system.

d. The Town of Roxobel has full approval of its Town Council and its membership to enter into this Agreement and has followed all steps required by statute for approval. The Town of Roxobel has absolute fee simple, good and marketable title to all the Assets and has the right and power to sell, transfer and convey all of said Assets, free and clear of all liabilities, liens and encumbrances.

e. As of the date of this Agreement, the Town of Roxobel is not party to any contract, agreement or commitment of any kind requiring future performance that would impair its obligations hereunder.

f. The Town of Roxobel has given to Bertie County Water District IV all of the information it has requested, including but not limited to financial records, information on any water lines or equipment that are currently in need of repair or replacement, copies of all certifications, licenses, permits, proof of insurance, identity of its customers, addresses, histories of installation and payment, and the rates at

which customers are charged.

g. All tax returns and reports due to be filed by the Town of Roxobel have been duly filed on or before the date due and all taxes therein have been paid in full.

h. The Town of Roxobel has acquired all easements needed for the installation and maintenance of its lines and equipment.

5. Representations and warranties by Bertie County Water District IV.

Bertie County Water District IV makes the following representations and warranties:

a. Bertie County Water District IV is in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, carry out and perform its obligations hereunder.

b. Bertie County Water District IV is not in violation of any federal, state, or local law or ordinance regarding its water monitoring, testing or reporting.

c. There is no claim, demand, suit, proceeding or litigation of any kind pending and outstanding or, to the knowledge of Bertie County Water District IV, threatened or likely to be made or instituted, to which it is a party and which would affect or relate to this Agreement. As of the date of this Agreement, Bertie County Water District IV is not party to any contract, agreement or commitment of any kind requiring future performance that would impair its obligations hereunder.

6. Employment of The Town of Roxobel workers. Bertie County Water District IV has the option but not the obligation to employ any of the employee's of the Town of Roxobel.

7. Cooperation and best efforts. The Town of Roxobel will cooperate in all

respects with Bertie County Water District IV in the acquisition of the water system.

8. Transition of The Town of Roxobel members to the Water District. The Town of Roxobel customers will become Bertie County Water District IV customers. After the Effective Date of this Agreement, all payments made by the Town of Roxobel customers will be property of Bertie County Water District IV.

9. Effective Date. The effective date of this Agreement is the date in 2016 that Bertie County Water District IV took control of the Town's water system by emergency request of the Town.

10. Indemnification.

a. General Indemnification. The Town of Roxobel indemnifies and holds harmless Bertie County Water District IV from any actions or claims that arise as the result of the operation or ownership of the subject water system by the Town before the Effective Date. Bertie County Water District IV indemnifies and holds harmless the Town of Roxobel from any actions or claims that arise as the result of the operation or ownership of the subject water system by Bertie County Water District IV after the Effective Date. Each party shall indemnify and hold harmless the other from and against any and all liabilities and obligations which arise from the breach by the other party of any of its warranties and representations contained in this Agreement. If any person shall assert any claim against the non-breaching party which might result in a claim for indemnity hereunder, the non-breaching party shall promptly give written notice to the breaching party indicating the name of the claimant and the nature and amount of the claim. The breaching party shall have the right to contest and defend against any such claim, at its expense, through counsel of its own choosing, provided that if the breaching party shall fail to notify the non-

breaching party within sixty (60) days of the receipt of the foregoing notice of its election to contest and defend against such claim, then the non-breaching party shall have the right to take such action as it deems appropriate to defend, contest, settle, or compromise any such claim or liability.

b. Specific Indemnification Regarding Easements. Paragraph 4.h. above states that the Town of Roxobel has acquired all easements needed for the installation and maintenance of its lines and equipment. In the event it is found that a water line or related equipment is on private land without an easement, the Town will indemnify and hold harmless Bertie County Water District IV from any actions or claims that arise as the result of the proper easement not having been acquired, and if costs are incurred by the Water District in obtaining any needed easement, the Town will reimburse the Water District for such costs and will assist in any way needed to obtain the easement.

11. Notice. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if and when placed in the mail by registered or certified mail, return receipt requested, with the proper postage.

If to Bertie County Water District IV:

Bertie County Water District IV
Attention: Mr. Scott T. Sauer
Bertie County Manager
Post Office Box 530
Windsor, NC 27983

If to the Town of Roxobel:

The Town of Roxobel
Attention: Alvin Simmons, Mayor
P.O. Box 411
Roxobel, NC 27872

17. Entire agreement. This Agreement represents the final understanding of the parties with respect to the subject matter of this Agreement and shall replace any earlier written or oral agreements. This Agreement may not be modified except in a writing signed by both of the parties. All parties hereto have negotiated this Agreement at arm's length, have had the opportunity to be represented by independent counsel, are satisfied with the terms hereof, and agree to be bound hereby.

18. Benefit and obligation. This agreement shall bind and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

In Witness Whereof, each party hereto has caused these presents to be executed in its name by its authorized official, all by due authority of its Town Council heretofore duly given, this the day and year first above written.

Attest:

Bertie Co. Water District IV

By: _____

By: _____(Seal)

Typed Name: Sarah Tinkham

Typed Name: John Trent

Title: Clerk to the Board

Title: Chairman

Seal

Attest:

Town of Roxobel

By: _____

By: _____ (Seal)

Typed Name: _____

Alvin Simmons, Mayor

Title: Clerk to the Board

Seal

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

Signature of County finance officer

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

Signature of Town finance officer

JEH/17County/LewistonandRoxobel/AssetPurchaseAgreement – Water IV from Roxobel 17-MS-234

DEED

This certifies that there are no delinquent ad valorem real estate taxes, which the Bertie County Tax Collector is charged with collecting that are a lien on **PIN: 5819-87-5604**, Bertie County Office of Land Records. This is not a Certification that the PIN # matches the deed description.

Tax Collector

Date

PREPARED BY JONATHAN E. HUDDLESTON, PRITCHETT & BURCH, PLLC, POST OFFICE DRAWER 100, WINDSOR, NORTH CAROLINA 27983

MAIL AFTER RECORDING TO:

Bertie County Water District IV
PO Box 97
Windsor, NC 27983

Excise Tax: exempt

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

THIS DEED, made this the ____ day of June, 2017, by and between **The Town Of Roxobel**, a North Carolina Municipal Corporation, party of the first part, to **Bertie County Water District IV**, a political subdivision of the State of North Carolina, whose mailing address is Post Office Box 97, Windsor, North Carolina 27983, party of the second part:

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other considerations in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, and conveyed and by these presents does bargain, sell, and convey unto the said party of the second part and its successors and assigns the following described land, to-wit:

That certain parcel or tract of land in Roxobel Township, Bertie County, North Carolina, containing one-half acre, more or less; bounded on the south by the Roxobel to Aulander Highway (the same being Church Street), on the West and North by lands now or formerly owned by William J. Capehart and Jerry R. Jilcott, and on the East by the Roxobel Community Club lot, and being fully described by map entitled, "Property of Town of Roxobel, Roxobel, Bertie County, N.C.", dated December 23, 1960, and made by R. E. White, Engineer, which map is attached to the deed that is recorded at Book 503, Page 147 of the Bertie County Public Registry.

This is the same property conveyed to Town of Roxobel by deed from William J. Capehart and wife, Velma Capehart, dated December 28, 1960, and recorded at Deed Book 503, Page 147 of the Bertie County Public Registry. See also the Boundary Agreement And Deed between Jerry R. Jilcott and the Town of Roxobel dated March 13, 1963, recorded at Book 522, Page 56 in the office of the Bertie County Register of Deeds.

TO HAVE AND TO HOLD the aforesaid lands with all rights and privileges thereunto belonging or in anywise appertaining unto the said party of the second part and its successors and assigns, in fee simple forever.

And the said party of the first part for itself, its successors and assigns covenants to and with the said party of the second part and its successors and assigns, that it is seized of said lands in fee simple and has a good right to convey the same in fee simple; that the said lands are free and clear of all encumbrances, SAVE AND EXCEPTING rights of ways for highways and public utilities and ad valorem taxes for the

year 2017 and subsequent years, and that it will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this deed to be signed as of the day and year first above-written.

The Town of Roxobel

BY: Alvin Simmons, Mayor

ATTESTED:

Town Clerk

Printed name: _____

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STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, Notary Public, for _____ County, North Carolina, do hereby certify that _____, came before me this day and acknowledged that she is the Town Clerk for the Town of Roxobel, a North Carolina municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor and attested by herself as its Town Clerk..

Witness my hand and official seal/stamp, this the _____ day of _____, 2017.

Notary Public's Signature

Printed Name: _____

My commission expires: _____
(NOTARIAL SEAL/STAMP)



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-7

DEPARTMENT: Governing Body

SUBJECT: Approve Work Authorization #3 – Holland Consulting Planners, Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

Work Authorization #3 (October 2, 2017 through December 29, 2017)
Contract for Consultant Services
Holland Consulting Planners, Inc. and Bertie County
Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

Background

WHEREAS, Bertie County (the County) was severely impacted by Hurricane Matthew in October 2016, and requires management, planning, and housing inspection services to assist the County staff with applications for available state and federal funding for disaster recovery and flood mitigation assistance, and with the management of funded projects.

General Conditions

During completion of the work defined in this Work Authorization, Bertie County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of Bertie County Hurricane Matthew Disaster Recovery and Flood Mitigation .

Tasks Approved By This Work Authorization

- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Coordinate project activities with designated state agencies.
- Prepare applications for Hurricane Matthew Disaster Recovery and Flood Mitigation funds.
- Manage citizen participation and outreach activities required to develop working inventories of households requiring disaster recovery/flood mitigation assistance.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$8,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated January 13, 2017. Hourly rates for the Consultant's personnel are agreed to as follows:

Staff Position	Hourly Rate
Holland Consulting Planners, Inc.	
T. Dale Holland, AICP, Principal	\$160.00
J. Reed Whitesell, AICP, Project Manager	\$130.00
Chris Hilbert, Program Administrator	\$90.00
Landin Holland, GIS Technician	\$75.00
Gary Miller, Housing Inspector	\$75.00
Administrative Services	\$60.00

Time Schedule

The tasks approved by this Work Authorization shall be completed by December 29, 2017, following execution of this authorization.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this authorization, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

BERTIE COUNTY, NC



T. Dale Holland, President

Scott Sauer, County Manager



Witness

Clerk to the Board

This authorization has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

(SEAL)

THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Date October 31, 2017

Invoice No. 1
Work Authorization #3

Bill To Bertie County
Mr. Scott Sauer, County Manager
PO Box 530
Windsor, NC 27983

Bertie County
Hurricane Matthew Recovery
HCP Project # 5634

Contract Amount (WA#1,2&3)	\$ 29,000.00
Previously Billed	\$ 20,975.00
Remaining Balance	\$ 8,025.00

For Services performed from 10/2/17 through 10/31/17

Total Current Charges	\$3,530.00
------------------------------	-------------------

Please see attached for supporting detail of cost allocation

PLEASE REMIT TO:
HOLLAND CONSULTING PLANNERS, INC.
3329 WRIGHTSVILLE AVE., STE. F
WILMINGTON, NC 28403

Date **October 31, 2017**
 Bertie County

Work Authorization #3
Invoice # 1
HCP Project # 5634

Work Performed

<u>Title</u>	<u>Name</u>	<u>Billing Rate/</u> <u>Hour</u>	<u>No. Of Hours</u>	<u>Amount</u>
Project Manager	J. Reed Whitesell	\$130.00	8.0	\$1,040.00
	<ul style="list-style-type: none"> Project Management/CDBG-DR Application 			
Program Administrator	Chris Hilbert	\$90.00	18.0	\$1,620.00
	<ul style="list-style-type: none"> Hurricane applications/recovery CDBG-DR Application 			
GIS Technician	Landin Holland	\$75.00	6.0	\$450.00
	<ul style="list-style-type: none"> CDBG-DR Application 			
Administrative Services		\$60.00	7.0	\$420.00
	<ul style="list-style-type: none"> CDBG-DR Application 			
Total Current Charges				\$3,530.00



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: C-8

DEPARTMENT: Bertie County Regional Water System

SUBJECT: Bertie County Water District III system improvements for South Windsor, SCADA installation and Woodard Road improvements are near completion. Water System Superintendent has recommended several additional water service connections and a 700 linear foot line extension to complete the service for South Windsor customers. Mr. Spivey has negotiated a change order for Herring Rivenbark in the amount of \$23,446.25 and an amendment to the engineering agreement with Green Engineering for related construction inspections in the amount of \$24,640.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Proposed motion to approve Change Order number three in the amount of \$23,446.25 for Herring-Rivenbark and approve Amendment number two for Green Engineering in the amount of \$24,640.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

May 4, 2015 -- Board authorization to prepare and submit USDA Rural Development application for South Windsor improvements, SCADA, Woodard Road extension and Water District III-meter replacements.

July 1, 2015 -- Board approved Capital Improvement Plan for Bertie County Regional Water System

August 3, 2015 -- Board approved acceptance of USDA Rural Development's letter of conditions presented on July 20, 2015 for a grant of \$1,074,000 and loan of \$1,717,000 which requires a local match of \$264,000 for Water District III system improvements

March 7, 2016 -- Board approved engineering design and final plans for submittal to USDA Rural Development for Water District III/South Windsor project

July 14, 2016 -- Board received certified bid tabulation and approved construction contract for Water District III in the amount of \$1,758,245.40 for Herring-Rivenbark

August 1, 2016 -- Board approved resolution and financing documents for submission to the NC Local Government Commission; revised project cost and funding analysis for Water District III to provide for additional booster pump station and related costs on Woodard Road; supplement of preliminary engineering report; amended engineering agreement; final capital project budget for Water District III system improvements, and authorization to prepare all documents necessary for the preparation the Bond Order.

October 24, 2016 -- Change Order No. 1 approved granting thirty (30) day extension due to LGC delay and notice to proceed effective November 30, 2016.

January 3, 2017 -- Change Order No. 2 approved to secure remaining USDA Rural Development grant funds in the amount of \$448,570 for Woodard Road pump station and line size upgrade, and standby generator for Well House #2.

November 6, 2017 -- Change Order No. 3 requested for additional 700 feet of linear water main extension and additional water services in South Windsor, and related construction inspection services in the amount of \$23,446.25 for Herring-Rivenbark.

Amendment No. 2 for the engineering agreement, for construction inspections services in the amount of \$24,640 for Green Engineering.

***WATER SYSTEM IMPROVEMENTS
WATER DISTRICT III
BERTIE COUNTY, NORTH CAROLINA
October 31, 2017***

Contract #1 - Herring-Rivenbark, Inc. - \$2,206,814.99

Notice to Proceed - 11/10/16

Construction Period - *Revised By C.O. #2* - 270 Days

Completion Date - *Revised By C.O. #2* - 8/7/17

Days to Completion (10/31/17) - (*-85 Days*)

Work Completed (10/31/17) - \$1,874,762.38 (*85%*)

Change Orders - No. 1 & No.2 - *90 Days Cumulative*

Work Remaining (10/31/17) - \$332,052.61 (*15%*)

Meters Installed (10/31/17) - 1,795

Contract Water Main Footage - 55,190 LF

Footage Installed (10/31/17) - 55,074 LF (*10.4 Miles*)

Footage Remaining (10/31/17) - None - All Tested

October 31, 2017

Bertie County
106 Dundee Street
Windsor, North Carolina 27983

Attention: Mr. Scott Sauer
County Manager

SUBJECT: Request for Amendment to the Owner-Engineer Agreement
Water System Improvements
Bertie County Water District III
Bertie County, North Carolina
PN: 14-017.2

Dear Mr. Sauer:

I'm certain the County is aware of the delays associated with the Water District III project. Beginning with the Woodard Road Pump Station deliverables back in the spring and spanning through the summer and fall season, and also other issues associated with plumbing requirements not included in the Contractor's bid pricing for South Windsor; this project is now going on a three month exceedance of the original contract time. While I do understand the benefits of having a quality contractor such as Herring-Rivenbark, who is understood to have an excellent ongoing relationship with the County and with Green Engineering as well, it is my growing concern that Green Engineering's administration and observation budget cannot be sustained through the duration. Our budget for inspection was effectively diminished earlier this month. In order to keep performing our duties on this project, Green Engineering and the County of Bertie should execute an Amendment to the Owner-Engineer Agreement for services.

While there was some discussion of charging Liquidated Damages to Herring-Rivenbark for the project delays incurred, that solution has now been neutralized, due to Mr. Spivey's recent request to include approximately 700 linear feet of additional water main extension and 7 additional water service installations to residents near the end of Ward Road. With this additional work request Herring-Rivenbark has been enabled to submit for another 30-day extension on contract time for this project. The additional scope of work, coupled with ongoing delays in the specialized plumbing scope of work in South Windsor will now require upwards of sixty (60) days of additional construction observation be performed by Green Engineering to see this project through to completion.

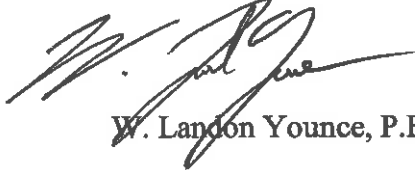
Enclosed for your review and execution are five (5) copies of each of the following documents, pertaining to the above referenced project. Each document should be signed where indicated.

Mr. Scott T. Sauer
October 31, 2017
Page Two (2)

1. Review and Sign "Exhibit K, Amendment to Owner-Engineer Agreement"
2. Review the Contract Change Order No. 3, for Additional Water Services / Additional Plumbing Scope of Work

We now anticipate this project to be completed November 20, 2017. Upon execution of the above items, please return all documents to our office for further processing.

Respectfully,



W. Landon Younce, P.E.

WLY

Enclosures: As stated.

This is EXHIBIT K, consisting of [*Two 2*] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [*July 27, 2016*].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. Two (2)

The Effective Date of this Amendment is: October 27, 2017.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: *Bertie County Water District III*

Engineer: *Green Engineering, P.L.L.C.*

Project: *Water System Improvements*

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	<u>\$ 371,400.00</u>	
Net change for prior amendments:	<u>\$ 30,000.00</u>	<i>Engineering #1 Pump Station Inge</i>
This amendment amount:	<u>\$ 24,640.00</u>	<i>Engineering #2 requested</i>
Adjusted Agreement amount:	<u>\$426,040.00</u>	

Change in time for services (days or date, as applicable): 60 Days

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Bertie County Water District III

Green Engineering, P.L.L.C.

By: _____

By: E. Leo Green

Print name: Scott T. Sauer

Print name: E. Leo Green, Jr.

Title: County Manager

Title: Managing Member

Date Signed: _____

Date Signed: _____

Date of Issuance:	Effective Date:
Owner: Bertie County Water District III	Owner's Contract No.:
Contractor: Herring-Rivenbark, Inc.	Contractor's Project No.:
Engineer: Green Engineering, P.L.L.C.	Engineer's Project No.: 14-017.2
Project: Water System Improvements	Contract Name: Water System Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional Scope of Work to include miscellaneous plumbing, including hook-ups to existing residences, which Herring-Rivenbark, Inc. did not include in their original bid scope for this project. Change Order will also include additional 2-inch water main extension on Ward Road to serve approximately Seven (7) additional customers with new services and meters, which were previously served by one bulk meter.

TOTAL CHANGE ORDER No. 3 **\$ 23,446.25**

Attachments: (SEE ATTACHED COST ESTIMATE SUMMARY)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,758,245.40	Original Contract Times: Substantial Completion: <u>May 9, 2017</u> Ready for Final Payment: <u>June 8, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>One (1)</u> to No. <u>Two (2)</u> : \$ 448,569.59	[Increase] [Decrease] from previously approved Change Orders No. <u>One (1)</u> to No. <u>Two (2)</u> : Substantial Completion: <u>90</u> Ready for Final Payment: <u>90</u> days
Contract Price prior to this Change Order: \$ 2,206,814.99	Contract Times prior to this Change Order: Substantial Completion: <u>August 7, 2017</u> Ready for Final Payment: <u>September 6, 2017</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 23,446.25	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>105</u> Ready for Final Payment: <u>105</u> days or dates
Contract Price incorporating this Change Order: \$ 2,230,261.24	Contract Times with all approved Change Orders: Substantial Completion: <u>November 20, 2017</u> Ready for Final Payment: <u>December 20, 2017</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u>Green Engineering, PLLC</u> <i>[Signature]</i> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>October 23, 2017</u></p>	<p>ACCEPTED:</p> <p>By: <u>Bertie County Water District III</u> <i>[Signature]</i> Owner (Authorized Signature)</p> <p>Title: <u>County Manager</u></p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u>Herring-Rivenbark, Inc.</u> <i>[Signature]</i> Contractor (Authorized Signature)</p> <p>Title: <u>PROJECT MANAGER</u></p> <p>Date: <u>10/31/17</u></p>
---	---	--

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

**COST ESTIMATE - ADDITIONAL WATER SERVICES / ADDITIONAL PLUMBING
BERTIE COUNTY REGIONAL WATER SYSTEM - SOUTH WINDSOR
BERTIE COUNTY WATER SYSTEM EXTENSIONS**

October 23, 2017
PN: 14-017.2

PART A: ADDITIONAL WATER SERVICES ALONG WARD ROAD

			Qty.	Cost
1 LF 2" Dia. PVC Water Main	@	\$4.85	600.0	\$2,910.00
2 LF 2" PVC Dry Bore (Conc. & Aspht. Drwy.)	@	28.00	75.0	2,100.00
3 LF Pipeline Clean-up, Seeding & Testing	@	0.85	675.0	573.75
4 LS 2" Connection to Existing 6" Main	@	1,000.00	1.0	1,000.00
5 EA 2" Gate Valve w/Box	@	500.00	1.0	500.00
6 LF 4" Dia. PVC Casing	@	30.00	25.0	750.00
7 EA 2" Blowoff	@	900.00	1.0	900.00
8 EA Water Service	@	475.00	7.0	3,325.00
9 LF 3/4" Service Tubing (Open Cut)	@	1.25	60.0	75.00
10 LF 3/4" Service Tubing w/ 1 1/2" Casing (Bore)	@	3.00	75.0	225.00
11 EA Silt Wattle Check Dam	@	50.00	1.0	50.00
TOTAL CONSTRUCTION				\$12,408.75

PART B: ADDITIONAL PLUMBING THROUGHOUT SOUTH WINDSOR

			Qty.	Cost
1 EA 3/4" Cut-off Valve and Connection at Meter	@	\$35.00	32.00	\$1,120.00
2 LF 3/4" CTS Tubing from Meter to Dwelling	@	2.25	2,630.00	5,917.50
3 EA Connection to 5 ft. of Dwelling w/ Cut-Off	@	125.00	32.00	4,000.00
				\$11,037.50

TOTAL CONSTRUCTION: PART A & PART B

\$23,446.25



Bertie County

Board of Commissioners

COPY

ITEM ABSTRACT

MEETING DATE: January 3, 2017

AGENDA ITEM: D-2

DEPARTMENT: Governing Body

SUBJECT: Water District III Change Order No. 2, to secure remaining USDA Rural Development Grant funds to include Woodard Road Booster Pump Station, Well House #2 standby generator, and water line size increase in the amount of \$448,570

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Date of Issuance:
 Owner: Bertie County Water District III
 Contractor: Herring-Rivenbark, Inc.
 Engineer: Green Engineering, P.L.L.C.
 Project: Water System Improvements

Effective Date:
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 14-017.2
 Contract Name: Water System Improvements



The Contract is modified as follows upon execution of this Change Order:

Description:

Item No. 1:	<u>Well House #2 Standby Generator Price Adjustment (DEDUCT)</u>	<u>(\$22,601.00)</u>
Item No. 2:	<u>Woodard Road Water Main (6-inch to 8-inch Adjustment - See Attached)</u>	<u>\$91,385.50</u>
Item No. 3:	<u>Woodard Road Booster Pump Station Addition (See Attached)</u>	<u>\$379,785.09</u>
TOTAL CHANGE ORDER No. 2		<u>\$448,569.59</u>

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 1,758,245.40</u>	Original Contract Times: Substantial Completion: <u>May 9, 2017</u> Ready for Final Payment: <u>June 8, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>One (1)</u> to No. <u>Two (2)</u> : <u>\$ 0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>One (1)</u> to No. <u>Two (2)</u> : Substantial Completion: <u>60</u> Ready for Final Payment: <u>60</u> days
Contract Price prior to this Change Order: <u>\$ 1,758,245.40</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 8, 2017</u> Ready for Final Payment: <u>August 7, 2017</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 448,569.59</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>July 8, 2017</u> Ready for Final Payment: <u>August 7, 2017</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 2,206,814.99</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 8, 2017</u> Ready for Final Payment: <u>August 7, 2017</u> days or dates

RECOMMENDED: <u>Green Engineering, PLLC</u> By: _____ Title: <u>Project Engineer</u> Date: <u>December 1, 2016</u>	ACCEPTED: <u>Bertie County Water District III</u> By: _____ Title: <u>County Manager</u> Date: _____	ACCEPTED: <u>Herring-Rivenbark, Inc.</u> By: _____ Title: _____ Date: _____
--	--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

COPY

**PROJECT COST AND FUNDING ANALYSIS
BERTIE COUNTY WATER IMPROVEMENTS
December 1, 2016**

	<u>ORIGINAL BUDGET</u>	<u>REVISED BUDGET</u>	<u>WITH CHANGE ORDER</u>
<u>PROJECT REVENUE</u>			
USDA Loan	1,717,000.00	1,717,000.00	1,717,000.00
USDA Grant	1,074,000.00	1,074,000.00	1,074,000.00
Local Funds	264,000.00	264,000.00	264,000.00
Sales Tax Reimbursement		<u>125,000.00</u>	<u>125,000.00</u>
TOTAL REVENUE	<u>\$3,055,000.00</u>	<u>\$3,180,000.00</u>	<u>\$3,180,000.00</u>
<u>PROJECT COSTS</u>			
Construction: Water Mains & SCADA		\$1,758,245.40	\$1,735,644.40
Water Meters		231,217.51	231,217.51
Encoder Registers		151,798.50	151,798.50
Woodard Road Water Main		70,590.00	91,385.50
Woodard Road Booster Pump		<u>320,000.00</u>	<u>379,785.09</u>
TOTAL CONSTRUCTION	<u>\$2,351,755.00</u>	<u>\$2,531,851.41</u>	<u>\$2,589,831.00</u>
Engineering Fees	371,400.00	447,400.00	447,400.00
PER	18,500.00		
Environmental Report	12,500.00		
Basic Services	151,500.00		
Inspection Services	136,400.00		
Additional Service	52,500.00		
Amended Engineering	76,000.00		
Legal Fees (Local Attorney)	10,000.00	10,000.00	10,000.00
Bond Counsel	20,000.00	20,000.00	20,000.00
Land & ROW (Easement Acquisition)	5,000.00	5,000.00	5,000.00
Administration	5,000.00	5,000.00	5,000.00
Advertisements & Permits	6,500.00	2,500.00	2,500.00
Interest	50,169.00	50,169.00	50,169.00
Project Contingency	<u>235,176.00</u>	<u>108,079.59</u>	<u>50,100.00</u>
TOTAL PROJECT BUDGET	<u>\$3,055,000.00</u>	<u>\$3,180,000.00</u>	<u>\$3,180,000.00</u>

**CHANGE ORDER #2
BERTIE COUNTY WATER DISTRICT III
WATER SYSTEM IMPROVEMENTS
DECEMBER 1, 2016**

COPY

ITEM No. 2: WOODARD ROAD WATER MAIN - 6" TO 8" ADJUSTMENT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
PART B - WOODARD ROAD w/6"				
1.	LF 6" Dia. PVC Water Main	26,500.0	8.65	229,225.00
2.	LF 6" Dia. DIP Water Main	220.0	30.00	6,600.00
3.	LF 6" Dia. HDPE Directional Bore	1,200.0	37.00	44,400.00
4.	LF 6" Dia. Ductile Iron (Dry Bore)	100.0	43.00	4,300.00
5.	LF 6" PVC Dry Bore (Conc. / Asp.	80.0	30.00	2,400.00
6.	LF Pipeline Clean-up, Seeding & Testing	26,720.0	0.85	22,712.00
7.	EA 6" Gate Valve w/ Box	22.0	750.00	16,500.00
8.	EA Fire Hydrant	9.0	2,860.00	25,740.00
9.	LBS Compact Fittings	1,700.0	5.00	8,500.00
10.	EA 3/4" Water Meter Replacement Including Replacement of Existing Cast Iron Meter Box Lid w/Polymer Plastic Lid and Installation of Meter/Transmitter (Meter/Transmitter Furnished by Bertie County)	101.0	58.65	5,923.65
11.	EA 3/4" Water Meter Replacement Including Installation of Meter/Transmitter (Meter/Transmitter furnished by Bertie County)	50.0	33.60	1,680.00
12.	TNS Stone Bedding	75.0	10.00	750.00
13.	CY Select Backfill (In & Out)	100.0	15.00	1,500.00
14.	LF Silt Fence	650.0	3.00	1,950.00
15.	EA Silt Wattle Check Dam	60.0	50.00	3,000.00
16.	SY Temporary Ditch Liner	250.0	4.00	1,000.00
17.	TNS CABG Stone	80.0	25.00	2,000.00
18.	TNS Class I Rip Rap	50.0	60.00	3,000.00
19.	EA USDA - Rural Development Project	1.0	350.00	350.00
PART B TOTAL W/ 6" WATER MAIN				\$ 381,530.65

COPY

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL AMOUNT
PART B - WOODARD ROAD w/8"				
1.	LF 8" Dia. PVC Water Main	26,350.0	9.95	262,182.50
2.	LF 8" Dia. DIP Water Main	160.0	27.00	4,320.00
3.	LF 8" Dia. HDPE Directional Bore	1,200.0	50.00	60,000.00
4.	LF 8" PVC Dry Bore (Conc. / Asp.	80.0	30.00	2,400.00
5.	LF 6" Dia. DIP Water Main	160.0	30.00	4,800.00
6.	LF 4" Dia. Ductile Iron (Dry Bore)	30.0	35.00	1,050.00
7.	LF Pipeline Clean-up, Seeding & Testing	27,980.0	1.50	41,970.00
8.	EA 8" Gate Valve w/ Box	13.0	1,100.00	14,300.00
9.	EA 6" Gate Valve w/ Box	9.0	750.00	6,750.00
10.	EA 4" Gate Valve w/ Box	4.0	600.00	2,400.00
11.	EA Fire Hydrant	9.0	2,860.00	25,740.00
12.	LBS Compact Fittings	2,650.0	5.00	13,250.00
13.	LF 16" Steel Casing (Bored & Jacked)	90.0	140.00	12,600.00
14.	Including Replacement of Existing Cast Iron Meter Box Lid w/Polymer Plastic Lid and Installation of Meter/Transmitter (Meter/Transmitter Furnished by Bertie County)	101.0	58.65	5,923.65
15.	EA 3/4 " Water Meter Replacement Including Installation of Meter/Transmitter (Meter/Transmitter Furnished by Bertie County)	50.0	33.60	1,680.00
16.	TNS Stone Bedding	75.0	10.00	750.00
17.	CY Select Backfill (In & Out)	100.0	15.00	1,500.00
18.	LF Silt Fence	650.0	3.00	1,950.00
19.	EA Silt Wattle Check Dam	60.0	50.00	3,000.00
20.	SY Temporary Ditch Liner	250.0	4.00	1,000.00
21.	TNS CABC Stone	80.0	25.00	2,000.00
22.	TNS Class I Rip Rap	50.0	60.00	3,000.00
23.	EA USDA - Rural Development Project	1.0	350.00	350.00
PART B TOTAL W/ 8" WATER MAIN				\$ 472,916.15
8" WATER MAIN INCREASE FOR WOODARD ROAD				\$ 91,385.50

**CHANGE ORDER #2
BERTIE COUNTY WATER DISTRICT III
WATER SYSTEM IMPROVEMENTS
DECEMBER 1, 2016**

COPY

ITEM No. 3: WOODARD ROAD BOOSTER PUMP STATION

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	1.0	LS Site Work	\$ 38,801.00
2	1.0	LS Utility Piping	\$ 15,732.00
3	1.0	LS Booster Pump Station including Foundation, Smith-Carolina Building, Sidewalk, Grundfos Pumps on Skid, Interior Piping, CL2 Analyzer Sink w/Appurtenances, Floor Drain System, Turbine Meter w/ Strainer, Chemical Feed System and Eye Wash	\$ 135,086.39
4	1.0	LS All Electrical Including Panels; Conduit; Wiring; Generator w/Pad and Transfer Switch; and SCADA	<u>\$ 190,165.70</u>
TOTAL CONSTRUCTION			\$ 379,785.09

GREEN ENGINEERING, P.L.L.C.

Engineers/Planners/Surveyors

303 Goldsboro Street East Post Office Box 609

Wilson, North Carolina 27893

Telephone (252) 237-5365

Fax (252) 243-7489

LETTER OF TRANSMITTAL

COPY

Date Nov. 30, 2016	JOB NO. 14-017.2
ATTENTION Mr. Scott T. Sauer - County Manager	
RE: Bertie County Water District III Water System Improvements	
Bertie County, North Carolina	

TO Mr. Scott T. Sauer
Bertie County
P.O. Box 530, 106 Dundee St.
Windsor, North Carolina 27983

WE ARE SENDING YOU: Attached Under separate cover via _____ the following items:
 Shop Drawings Prints Plans Samples Specifications
 Copy of letter Change order Change Order No. 1 and Notice to Proceed

COPIES	DATE	NO.	DESCRIPTION
1	11/30/2016		Official Executed Copy of "Notice to Proceed" for your records
1	11/30/2016		Official Executed Copy of "Change Order No. 1" for your records

THESE ARE TRANSMITTED as checked below:

For approval Approved as submitted Approved as noted Resubmit ___ copies for approval Return ___ corrected prints
 For your use Review and comment As requested Submit ___ copies for distribution Returned for corrections
 For County Records FOR BIDS DUE _____, 2016 PRINTS RETURNED AFTER LOANED TO US

REMARKS:

For your records, official sets for Contract Documents, as Approved through USDA - RD for this project.

COPY TO Cliff Murphy - Herring-Rivenbark, Inc.
(File) 14-017.2

SIGNED

W. Landon Younce, P.E.

NOTICE TO PROCEED

copy

Owner: **Bertie County Water District III** Owner's Contract No.:

Contractor: **Herring-Rivenbark, Inc.** Contractor's Project No.:

Engineer: **Green Engineering, P.L.L.C.** Engineer's Project No.: **14-017.2**

Project: **Parts A-F Water System Improvements, Bertie County Water District III** Contract Name: **Water System Improvements**

Effective Date of Contract: **September 27, 2016**

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **November 10, 2016**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is **May 9, 2017**, and the date of readiness for final payment is **June 8, 2017**.

Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Owner: **Bertie County Water District III**

By: **John Trent**
Authorized Signature
Title: **Chairman, Bertie County Board of Commissioners**

Date Issued:



Copy: Engineer

Copy to Engineer

Date of Issuance: _____ Effective Date: _____
 Owner: **Bertie County Water District III** Owner's Contract No.: _____
 Contractor: **Herring-Rivenbark, Inc.** Contractor's Project No.: _____
 Engineer: **Green Engineering, P.L.L.C.** Engineer's Project No.: **14-017.2**
 Project: **Water System Improvements** Contract Name: **Water System Improvements**

The Contract is modified as follows upon execution of this Change Order:

Description:

Time Extension requested by Herring-Rivenbark, Inc. for having to hold bid prices and await LGC Approval.
 Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,758,245.40</u>	Original Contract Times: Substantial Completion: <u>May 9, 2017</u> Ready for Final Payment: <u>June 8, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>May 9, 2017</u> Ready for Final Payment: <u>June 8, 2017</u> days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>July 8, 2017</u> Ready for Final Payment: <u>August 7, 2017</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,758,245.40</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 8, 2017</u> Ready for Final Payment: <u>August 7, 2017</u> days or dates

RECOMMENDED:
Green Engineering, PLLC
 By: [Signature]
 Title: **Project Engineer**
 Date: **October 4, 2016**

ACCEPTED:
Bertie County Water District III
 By: [Signature]
 Title: **County Manager**
 Date: 10.24.16

ACCEPTED:
Herring-Rivenbark, Inc.
 By: [Signature]
 Title: **PROJECT MANAGER**
 Date: 10/10/16

Approved by Funding Agency (if applicable)
 By: [Signature] Date: 11/3/16
 Title: _____



Bertie County

Board of Commissioners

COPY

ITEM ABSTRACT

MEETING DATE: August 1, 2016

AGENDA ITEM: D-1

DEPARTMENT: Water

SUBJECT: Water District III USDA Rural Development – review and approve NC Local Government Commission application and the Bond Order Resolution and related documents prepared by Bond Counsel in consultation with the County Attorney; approval of revised scope of work and engineering contract amendment for additional booster pump station and related costs on Woodard Road

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

Water District III—The USDA Rural Development (Raleigh Office) is coordinating its review of the final project financing presentation to the NC Local Government Commission with special attention to preserving the \$1,074,000 grant funding. USDA requires that local funds are expended first as the project begins (design, permits, etc.) and that figure is \$264,000. The interim financing (Bond Anticipation Notes) carry the bulk of the project during construction and the loan amount is \$1,717,000. Both of those figures will remain unchanged. Once the loan funds are expended, USDA then allows for the expenditure of grant dollars.

As you will recall, the low bid was \$370,957 less than the next highest bidder.

USDA has advised the County to revise its scope of work or the County risks losing these grant dollars from the original \$1,074,000 which would be sacrificed and sent back to the federal government.

The State Engineer for USDA has encouraged the County to improve the connection and flow of water between District III and District III to address the challenge of meeting long term water quality requirements for AVOCA's production expansion. Two key changes are proposed: a) increasing the water line size from 6" to 8" on Woodard Road (\$70,590) and b) construction of a

250 gpm booster station (\$320,000) plus soft costs for engineering of \$76,000 which is split \$30,000 for design and \$46,000 for construction inspection.

The State Engineer's review will occur next week and the Board's approval will be contingent upon USDA Rural Development's concurrence, therefore I am recommending that the Board grant approval for these documents as presented today, and allow necessary modifications based on the State Engineer's comments, as long as no additional funds are required.

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

Recommend motion to approve:

- 1) Resolution providing for application to the Local Government Commission for approval of water system revenue bonds: requesting Local Government Commission Approval of such water system revenue bonds; and certain related matters and findings—documents attached are prepared by bond counsel.
- 2) Revised project cost and funding analysis for Bertie County Water District III
- 3) Supplement to the Preliminary Engineering Report
- 4) Amended Engineering agreement (subject to USDA concurrence)
- 5) Final Capital Budget for Water District III water system improvements
- 6) Direct staff to proceed with preparation of all documents necessary to facilitate the Board Order for consideration at a later date by the governing body.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: D-1

DEPARTMENT: Governing Body

SUBJECT: EMS Station One – review and consider construction bids received as of November 1st

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

EMS Station One bids—November 1st at 5:00 p.m. the County open bids from three contractors for this project:

- \$424,682 REVELLE
- \$394,950 KEE
- \$386,430.53 SWIMME

There is quite a bit of staff review that will be required to clearly evaluate each bid proposal relative to the design specs, and may entail an individual conference with each contractor to insure that the County receives the best value for this facility. We will be prepared to present a review of the bid tabulation on Monday, but the final recommendation may take a couple of weeks.



Scott T. Sauer – County Manager
[Bertie County, NC](#)
(252) 794-6112



August 4, 2017

Bertie County
106 Dundee Street
Windsor, North Carolina 27983

Attention: Mr. Scott Sauer

SUBJECT: Proposal for Engineering Services
Bertie County EMS Facility
Bertie County, North Carolina

Dear Mr. Sauer

Green Engineering appreciates the opportunity to provide you this Proposal for Engineering Services for the design and permitting of all site and utility work required for the construction of the proposed EMS facility located at 225 County Farm Road in Windsor, North Carolina. Green Engineering will provide the following services:

Design Phase

- Topographic survey of proposed site to include establishment of all property lines, site topography, wetlands and existing utilities.
- Geotechnical subsurface investigation to include six (6) bore locations (2 in the building footprint and 4 in the parking/drive areas). Green Engineering will subcontract this work to S&ME at a direct cost of \$5,000.00 with no mark-up included.
- Perform a wetlands delineation and obtain concurrence from the US Army Corps of Engineers (USACOE)
- Prepare the following plans:
 - Existing Conditions Plan
 - Site Plan
 - Grading / Sedimentation & Erosion Control Plan
 - Storm Water Plan
 - Utility Plan
 - Landscape Plan
 - Detail Sheets
- Submit plans to the respective regulatory agencies for site plan approval.
- Submit applications for Sedimentation/Erosion Control and utility (water and sewer) if required.
- Obtain all CAMA, NCDEQ and NCDOT permits/encroachments required for the development of the proposed EMS facility.
- Prepare construction specifications for all proposed site and utility improvements.
- Aid Bertie County in the solicitation of bids from site development contractors.
- Make a recommendation to the Board for the selection of the lowest responsible bidder.

Green Engineering will provide the above scope of design and permitting services for the lump sum amount of Eighteen Thousand Dollars (\$18,000.00).

Please note that permit fees are not included as part of this Proposal and are estimated not to exceed \$2,000.00. All permit fees will be billed as a direct cost with no markup.

Construction Phase

Cost associated with Construction Phase Services will be provided upon completion/approval of the site development drawings and receipt of all permits as the cost of these services will be dependent on approved plans and permits.

I trust you will find the contents of this Proposal acceptable. Please give me a call if you have any questions.

Respectfully,



E. Leo Green, III, P.E., P.L.S.

ELG,III/pbg

Bertie County EMS Site

Write a description for your map.

Legend



- Bertie County Board-Education
- Bertie County of Sch Bus Garage
- Cashie Golf & Country Club
- Feature 1
- Feature 2
- ROANOKE RIVER NATIONAL WILDLIFE REFUGE
- Victory Temple Church of God in Christ
- hitm Concepts

Bertie County EMS Site

County Farm Rd

County Club Rd

Google earth

© 2017 Google



600 ft



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: D-2

DEPARTMENT: Governing Body

SUBJECT: Blue Jay Recreation Park – plan update and review of latest cost estimates

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

Scott Sauer

Subject: Blue Jay

Blue Jay Recreation Park

- Walking trail (paved 2,028 feet) with lighting
- Concession and restroom building
- Picnic shelter
- New parking lot and fencing (installed)
- Indoor recreation facility—still under plan development

County appropriations over two fiscal years:	\$146,050
KBR Charitable Trust Grant funding	150,000
Senator Smith-Ingram budget appropriation	80,000
Total	\$376,050

\$ 28,777	FY 2016-2017	Prior year expenditures for driveway pipes, parking lot grading & gravel Fencing and tree removal service
\$ 70,273	FY 2016-2017	Carryover of unexpended funds to new FY 2017-2018
\$ <u>47,000</u>	FY 2017-2018	Approved Budget
\$146,050		Total local funds—County appropriations
<u>(28,777)</u>		less prior year expenditures noted above
\$117,273		Current year local funds remaining as of July 1, 2017
\$150,000		Kate B. Reynolds Charitable Trust Grant
\$ <u>80,000</u>		NCDCR Grant—Senator Smith-Ingram
\$347,273		Total Project remaining funds—all sources

MEANS ONLY
NOT FOR CONSTRUCTION



WATER
WASTEWATER
SURVEYING
PLANNING
PROJECT MANAGEMENT
NC FIRM LICENSE: P-0115
303 GOLDSBORO ST. EAST
P.O. BOX 609
WILSON, NC 27893
TEL. 252.237.5365
FAX 252.243.7489
office@greeneng.com

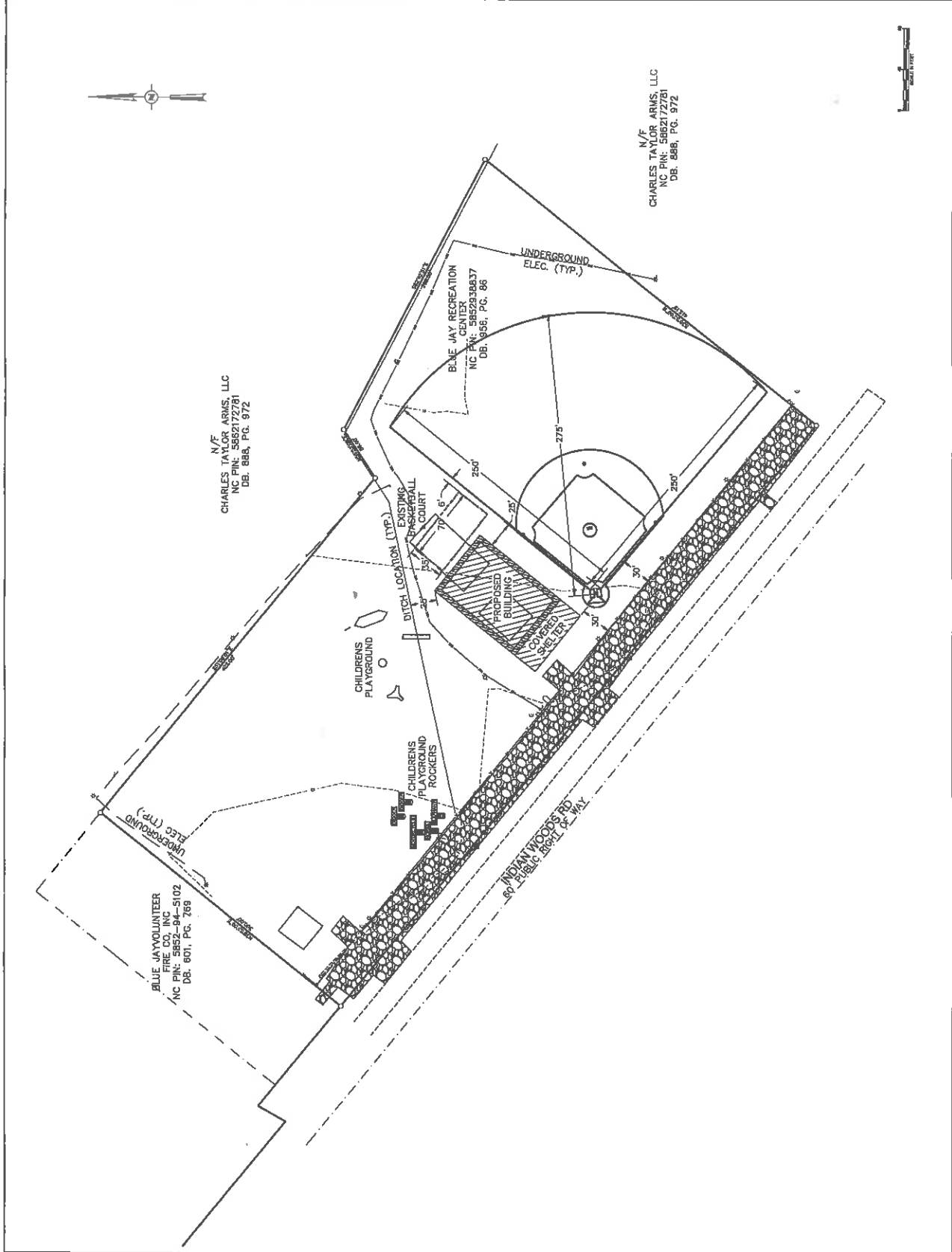
BLUE JAY PARK

PROPOSED COMMUNITY CENTER

BERTIE COUNTY
NORTH CAROLINA

SKETCH PLAN

DATE:	OCTOBER 2017
DESIGNED BY:	
CHECKED BY:	
DATE:	
PROJECT:	17-143
DRAWING SCALE:	1"=40'
DATE:	17-10-2017
ISSUED BY:	10/17/17
SHEET NO.:	1 OF 1



N/F
CHARLES TAYLOR ARMS, LLC
NC PIN: 5852172781
DB: 886, PG. 972

N/F
CHARLES TAYLOR ARMS, LLC
NC PIN: 5852172781
DB: 886, PG. 972

BLUE JAY VOLUNTEER
FIRE CO. INC
NC PIN: 5852-84-5102
DB: 601, PG. 769



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: D-3

DEPARTMENT: Governing Body

SUBJECT: Courthouse security renovations – review and consider proposed renovations for public entrance screening area and inmate security measures for vehicle transport

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---

Scott Sauer

Subject: Courthouse security renovations & improvements

- Five (5) deputy positions approved for funding as of April 1, 2018
 - \$96,000 Renovations for security hardware & equipment at single entry point
 - \$48,000 Audio visual connectivity with BCI & BMRJ for remote 1st appearances
 - \$104,000 Surveillance cameras & monitoring equipment
 - \$24,000 Restrooms remodeling
- \$ 272,000 Capital Costs in FY 2017-2018 (not including sally port and inmate security corridor)



Scott T. Sauer – County Manager
[Bertie County, NC](#)
(252) 794-6112



(Patent Pending)

919-600-1307 (office)

slade@jurislink.com

admin@jurislink.com

Slade C. Trabucco, CEO and Attorney at Law

Bertie County Video Arraignment System JurisLink Proposal

August 25, 2017

About JurisLink:

JurisLink was founded in 2010 by a practicing criminal defense attorney. JurisLink is the result of spending countless hours on the road or waiting for a client at the facility, or even waiting for a visitation room to open up. Prior to the launch of JurisLink there was no way for an attorney to have a secure meeting with his/her client other than meeting in person. JurisLink has consulted Attorneys (private and public defenders) Jail staff, U.S. Marshals, Agents, as well as both Federal and State Law Enforcement Agencies in order to deliver a simple yet secure video-conferencing solution.

JurisLink provides the equipment as well as the software solution necessary to make video-conferencing painless for the users. Too often, solutions are not utilized after they are purchased.

JurisLink utilizes CafeX's WebRTC solution. WebRTC software is built around web standards and uses SSL and sRTP for signaling and media flows. It has end-to-end encryption and is one of the most secure methods of web communication today.

CafeX is an industry leader in Google's WebRTC platform. JurisLink launched its CafeX solution in 2009. CafeX is on the cutting edge of WebRTC technology and has recently benefited from a \$20 Million capital infusion from Intel. CafeX's vision, paired with Intel's backing, has ensured that WebRTC will continue to expand and alleviate the need for costly endpoints while alleviating the typical fear of video-conferencing due to a number of downloads and plugins that most users typically do not understand. With our CafeX/WebRTC solution our meeting space opens like a webpage.

- The Federal Public Defender for the Eastern District of North Carolina (EDNC) uses JurisLink and has saved countless driving hours and increased office efficiency. Although Federal inmates may be housed hours apart, they can see multiple inmates in minutes versus hours.
- The Chief District Court Judge in the Eastern District approved JurisLink as a reimbursable expense as it has shown to save upwards of \$1500 per meeting for CJA Panel Attorneys. JurisLink has saved the federal government hundreds of thousands of dollars in travel time and mileage reimbursement.
- Onslow, Carteret and Craven Counties have implemented the JurisLink Video Arraignment Solution to realize cost savings and address security concerns.



Statement of Work for JurisLink Video First Appearance System/JurisLink Attorney/Client Conference System

Purpose: The purpose of this proposal is to provide Bertie County with:

- 1) A video-first appearance system that allows video-first appearances. The Judge/Clerk will initiate the session and there will be cameras for the Judge, Prosecution, Defense, and Defendant. All cameras including the kiosk will auto-initiate. A courtroom microphone system will be installed so that the defendant can hear everyone in the courtroom and that everyone can hear the defendant clearly. The Clerk will have a monitor and a microphone and there will be a large screen LCD monitor for public viewing. The Clerk will have the ability to present the first-appearance forms to the defendant for viewing and e-signature. Once signed the completed document will be emailed to the clerk's computer and will be available for printing.
- 2) **Optional Feature; JurisLink Attorney/Client Conference System.** A simple and secure Internet based video-conferencing system for attorneys and/or authorized staff members. The system will enable inmates housed at the facility to meet with their attorneys via an encrypted videoconference. Authorized third parties (i.e. interpreters, or US Probation officers) will be allowed to attend the meeting with the Attorney's consent. Only people that would be allowed to meet inside the jail with the registered attorney are authorized third parties.

Project Duration:

The term of the agreement is for sixty (60) months. The term begins on the day of the first successful video first appearance.

Project Scope:

JurisLink, Inc. will provide the following services:

Project Management:

- Communicate expectations of JurisLink, Inc. and Bertie County and assist and/or make changes necessary to obtain AOC approval on the JurisLink system.
- Bertie County will provide a secure Internet connection for use in Court and for use at the jail using county fiber to connect to jail.
- JurisLink will meet with the Bertie County Judges, and Bertie County Clerk's Office, Bertie County IT, to customize the user interface, courtroom setup, and to customize the JurisLink e-signature documents interface.
- Provide technical support and training for all Bertie County staff and attorneys.
- Provide maintenance and equipment to keep the kiosk in operational order.
- JurisLink will assist Bertie County to submit the video-conferencing plan to the North Carolina Administrative Office of the Courts for approval.
- JurisLink will encourage all court staff to contact them with questions, problems, or suggestions to improve the efficiency and effectiveness of the JurisLink system in Bertie County.

Equipment List:

JurisLink, Inc will provide the following equipment in each Courtroom:

- **Judge:** PC, Monitor, Microphone, Speaker, Camera, Mouse, and Keyboard
- **Clerk:** PC, Monitor, Microphone, Speaker, Mouse, Keyboard, and Black/white printer
- **Defense:** Microphone, Camera, and Hotphone to connect with inmate for secure attorney/client communications.
- **Prosecution:** Microphone, Camera,
- **Courtroom:** One (1) 42 inch wall mounted LCD television and speakers with wireless connect capabilities
- **Jail:** PC, Ipad, Secure Kiosk with Microphone, Handset, Monitor, Camera, and Hotphone to connect with attorney for secure attorney/client communications.

* Note that upon request by Bertie County JurisLink will use all reasonable efforts to integrate the existing audio system.

Cost: The initial installation, equipment, and JurisLink Software licensing fees are \$57,000.00 for the first Courtroom. Annual Maintenance and Software fees are included in the initial cost per Courtroom. During Years 2-5, the annual JurisLink Software Licensing Fees are \$5,500.00 per courtroom. The annual maintenance fees per courtroom are \$5,500.00 per year. The second year begins on July 1st and the second year licensing fee and maintenance contract fee is due NET 30. JurisLink will submit an invoice to Bertie County annually for License and Maintenance Fees.

One half (50%) of the initial contract amount is due within 30 days of the signing of this agreement. Twenty-five percent (25%) is due upon the completion of the installation of all equipment listed in the "proposal". The Final payment of twenty-five percent (25%) is due within 30 days of the FIRST successful video-first appearance.

Warranty: JurisLink warrants the courtroom and Jail equipment for 1 year and shall provide for timely replacement of any equipment failure thru the JurisLink HotSwap Program. **(Theft or destruction of equipment is excluded from coverage).**

Licensing & Maintenance Fee: The annual licensing and maintenance fee covers all software upgrades, support, training and equipment replacement costs.

Technical Support: For video-first appearances JurisLink technical support is available Monday-Friday 8:00 am- 6:00 pm. JurisLink will utilize logmein.com for remote support.

Equipment Support: JurisLink will also supply Bertie County IT with hot swappable equipment in case of failure and send a technician as needed.

Timing: JurisLink anticipates that the system will be installed and implemented within 90-120 days of the date of the signing of this agreement assuming that adequate power wiring and Internet is installed in a timely manner. The installation time-line is also subject to AOC approval and both parties agree that the timing of such approval is out the control of JurisLink and Bertie County.

Project Assumptions:

- Bertie County will provide adequate power and Internet in order for JurisLink, Inc. to install and operate the equipment in the courtrooms and for the kiosk inside the jail.
- JurisLink will not share or disseminate any inmate information to any third parties unless required by law.
- JurisLink will provide all specific data, audio and video wiring for each Courtroom and Jail.

Terms and Conditions:

- Bertie County will provide access and permissions to the appropriate resources in a timely manner.
- Bertie County will not provide JurisLink's operational procedures to any third parties to the extent permitted by law.

Project Description:

The methodology of the software is described below:

Video Arraignment System "Courtroom experience":

The video-arraignment system will allow for video-first appearances. Court sessions will be opened by the Judge/Clerk and all of the monitors/cameras/microphones will auto initiate. The Judge and Clerk's monitors will show the Defendant. The flat panel monitors in the courtroom will show the Defendant for viewing by the Prosecution, Defense, and general public. The defendant will see and hear all parties during the session and JurisLink will ensure that all statutory and AOC requirements are met.

The JurisLink system is a web-based system utilizing WebRtc. All video and audio feeds are high definition, encrypted, and **cannot** be monitored or recorded. Current support voice codecs are G.711, G.722, iLBC, iSAC, and VP8 is the supported video codec. The list of supported video codecs may change in the future.

The JurisLink System operates on separate PC's to ensure that the video and audio feeds are comparable to what is experienced on a commercial television without any noticeable delays. The JurisLink System complies with all North Carolina General Statutes related to video court sessions.

The jail is equipped with a customized and fully automated kiosk. The Defendant will have a handset with a microphone and speaker. When the Judge opens Court, the kiosk automatically activates and shows all parties. Once the court session is over, the kiosk automatically turns off. The Defendant will have access to a secure "hot phone" mounted next to the kiosk to conduct confidential conversations during the hearing.

The JurisLink System can support up to 5 people in a conference. An interpreter or a witness may appear from a remote location by simply logging in from their PC without having to attend court. They would be seen and heard at all times by all parties.

eDocuments & eSignature Capability

The JurisLink Software solution has the capability to allow Defendants to either; (A) fill out and sign the Affidavit of Indigency and/or (B) fill out and sign the Waiver of Counsel forms. This process takes place without the Defendant having to appear in person and the documents do not have to be transported to their respective courtrooms. The Clerk will have the capability to print the signed documents prior to and during that days Court. **(There is no price change if this option is utilized)**. The JurisLink eDocument & eSignature solutions are a standard features found in JurisLink's Software and we encourage utilization of this solution.

DATA RETENTION AND SERVER INFORMATION

There will be no data stored on any PC, Kiosk or at the server.

TERMINATION FOR CAUSE

Bertie County shall have the right to terminate this Agreement if (a) service provider breaches any of its duties or obligations and has not cured such breach within thirty (30) days after receipt of written notice from the Bertie County.

JurisLink, Inc. shall have the right to terminate this agreement if Bertie County breaches any of its duties or obligations and has not cured such breach within thirty (30) days after receipt of written notice from JurisLink, Inc.

RETENTION OF EQUIPMENT

In the event of termination or expiration of this agreement JurisLink retains ownership of the kiosk within the jail. Any data lines will remain in place. Bertie County will retain any and all equipment located in the courtrooms.

Contract Number: JLINK-08-04-17

Agreed to: Bertie County Purchasing

By: _____

Date: _____

Agreed to: JurisLink, Inc.

By: _____

Date: _____

Please email to slade@jurislink.com



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: November 6, 2017

AGENDA ITEM: D-4

DEPARTMENT: Governing Body

SUBJECT: County Manager's request for contract extension of employment agreement which expires June 30, 2018

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

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

ATTACHMENTS: No

LEGAL REVIEW PENDING:

ITEM HISTORY: ---