

Bertie County Board of Commissioners



December 3, 2018
6:00 PM

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

BERTIE COUNTY BOARD OF COMMISSIONERS
December 3, 2018
Meeting Agenda

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

- 6:00p.m.** Welcome by Board Chair, Ernestine Bazemore
- Invocation
- Introduction of the Honorable Cy Grant, Superior Court Judge by former Superior Court Clerk, John Tyler
- Administration of Oaths of Office by the Honorable Cy Grant
- Ernestine (Byrd) Bazemore, Commissioner
 - Tammy Lee, Commissioner
 - Greg Atkins, Commissioner
 - Junior Commissioner(s)
- Reception
- Call to Order by County Manager Scott Sauer
- Invocation and Pledge of Allegiance by Commissioner Ronald “Ron” Wesson
- Election of Chairman presided by County Manager Sauer
- Election of Vice-Chairman
- 5-minute Recess
- Comments from the Commissioners
- Public Comments

(A)
***** APPOINTMENTS *****

- (1) Introduction of Junior Commissioner program by BCPS Superintendent Catherine Edmonds
- (2) Presentation of historical marker effort for the 2nd Carolina Colored Infantry by Dr. Earl L. Ijames, Curator, NC Museum of History
- (3) Holland Consulting Planners’ Chris Hilbert will provide an update for NCDRA-17 projects (Rehabilitation at 526 US 13-17 South; and Rehabilitation/Elevation scope of work at 514 US 13-17 South), and submit surveying and legal procurement recommendations for Board approval.

Board Appointments (B)

1. Latest Vacancy advertisement
2. VIDANT-Bertie Director’s Council
3. Planning Board

Consent Agenda (C)

1. Approve Minutes for Regular, and Work Session from Meetings on 11-13-18
2. Approve Bonds held for Bertie County officials
3. Approve Register of Deeds Fees Report – November 2018

4. Resolution of compliance for State Fire Prevention Code minimum inspection requirements
5. Contract amendment for Jeff Best CPA to extend the audit review completion until 1-31-2019
6. ABC Restricted Fund Expenditure report for June 30, 2018 submitted by Bland Baker, NE Region Director Trillium Health Resources

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

1. Review and consider NC Department of Health and Human Services modification agreement for the memorandum of understanding (MOU) covering Fiscal Year 2018-2019.

2. Review Planning Board recommendation for increased “free bound” requirement in “Special Hazard Areas,” from one foot to five feet, as an amendment to the Bertie County Flood Damage Prevention Ordinance following Public Hearing in January

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments
(3 minutes per speaker)

Recess



Bertie County

Board of Commissioners

2019 BOARD REORGANIZATION AND ELECTION OF OFFICERS

At this time, County Manager Sauer will oversee the election of the 2019 Chairman. The Board will also vote to elect a 2019 Vice Chairman. This process is being completed in accordance with **NCGS § 153A-39**.

The full statute is listed below:

NCGS § 153A-39

Selection of chairman and vice-chairman; powers and duties. [During] its first regular meeting in December of each odd-numbered year, the board of commissioners shall choose one of its members as chairman for the ensuing year, unless the chairman is elected as such by the people or otherwise designated by law.

The board shall also at that time choose a vice-chairman to act in the absence or disability of the chairman. If the chairman and the vice-chairman are both absent from a meeting of the board, the members present may choose a temporary chairman.

The chairman is the presiding officer of the board of commissioners. Unless excused by rule of the board, the presiding officer has the duty to vote on any question before the board.

Once a new Chairman and Vice Chairman have been appointed, we will have a brief recess so that the Board members may switch chairs, and so that name plates can be reorganized.



A-1

Do YOU want YOUR VOICE to be HEARD??



COULD THIS BE YOU?

Attention, Juniors and Seniors!

See your school counselor to inquire about becoming part of the first ever:

JUNIOR BERTIE COUNTY COMMISSIONERS PROGRAM!

ONE junior and ONE senior will be selected to be on the County Board—one as a member and one as an alternate, in the event the actual junior member cannot attend a meeting.

MUST MEET ALL REQUIREMENTS! DEADLINE TO APPLY – NOVEMBER 12!



APPLICATION FOR APPOINTMENT TO 2018-19 BERTIE COUNTY JUNIOR COMMISSIONER PROGRAM

OVERVIEW

BACKGROUND

Bertie County Schools in a partnership with the Bertie County Board of Commissioners have formed the Bertie County Junior Commissioner Program which is dedicated to promoting the youth voice in local government and decision-making.

BENEFITS OF BEING A YOUTH COMMISSIONER

- Learn about the local government process first hand.
- Learn how to make change in your community through the existing government.
- Play an active role in improving the services, programs, and opportunities provided for youth in the county.
- Be a leader in your community working to create positive change.
- Gain valuable skills in community organizing.
- Gain experience and skills that will be beneficial to you in college or the workplace.
- Have fun and meet new friends.

ELIGIBILITY

- Bertie County School students (juniors and seniors)
- Junior Commissioner will need to commit to a term from December 7, 2018 through June 30, 2019.
- Appointment is for one school year

APPLICATION PROCESS

1. Complete and submit application by November 12th, 2018. The application must include two letters of reference. One of reference letters must be from a school administrator or teacher.
2. Applicants under consideration for a position will receive an interview with the nominating committee from Bertie High School or Bertie Early College High School.
3. Bertie County Schools will recommend an applicant for appointment (and an alternate) to the Bertie County Board of Commissioners who then make the appointments in December, 2018.
4. You will be notified of decisions by the end of November, 2018.

TIME COMMITMENTS & RESPONSIBILITIES

1. **Trainings:** Dates and times to be determined. Training focuses on getting to know Commissioners, roles and responsibilities, community research, creating community change, and parliamentary procedure. Trainings will be provided by the Bertie County Board of Commissioners.
2. **Meetings:** There are generally two meetings per month. The Junior Commissioner will be required to attend one meeting per month.
3. **Subcommittees:** The Junior Commissioner is expected to serve on sub-committees as requested.
4. **Special Events & Fundraisers:** The Junior Commissioner is expected to actively participate in all special events and fundraisers that the Bertie County Board of Commissioners supports or offers.
5. **General Behavior:** The Junior Commissioner is expected to maintain a high level of behavior and citizenship in school and in the community. The Junior Commissioner represents Bertie County and should behave accordingly. BCS reserves the right to remove the Junior Commissioner from service.

**BERTIE COUNTY BOARD OF COMMISSIONERS
BERTIE COUNTY SCHOOLS**

**APPLICATION FOR APPOINTMENT TO THE
BERTIE COUNTY JUNIOR COMMISSIONER PROGRAM**

APPLICATION

NAME: _____

AGE: _____ DATE OF BIRTH: _____ GRADE (Fall 2018): _____ SCHOOL (Fall 2018): _____

INTEREST/ EXPERIENCE/ BACKGROUND:

PLEASE PROVIDE ANSWERS TO THE REQUIRED QUESTIONS ON A SEPARATE PIECE OF PAPER AND ATTACH

- 1) What strengths do you bring that would support your efforts as a junior commissioner? Please describe any personal talents, skills and experiences you feel would benefit the Bertie County Junior Commissioner Program.
- 2) How will you represent to voice of the students? How will you communicate the concerns of your fellow students to the Bertie County Board of Commissioners?
- 3) What specific youth or community issues would you like to see addressed by the commission? Do you have any ideas on how you might address those issues?
- 4) Why do you want to serve as a Junior Commissioner?
- 5) What makes you a good leader? Describe a situation (school, family, community, peers) where you had to use your leadership skills. What did you accomplish?

The Bertie County Board of Commissioners will meet monthly. Will you be able to meet the attendance obligations of this position? Yes No

APPLICATIONS MUST BE RECEIVED IN PERSON by 3 pm on November 12th, 2018.

Submit the application to the designated Junior Commissioner Program leader at your school

DATE: _____ YOUTH SIGNATURE _____

I hereby give my child permission to apply for selection as a Junior Commissioner on the Bertie County Board of Commissioners. If selected, I will be responsible for providing transportation for my child to and from board meetings.

DATE: _____ PARENT/GUARDIAN SIGNATURE _____
(IF UNDER AGE 18)

Complete your contact information below-- (will be confidential and for Bertie County staff use only)

RESIDENCE ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBERS: HOME: _____ CELL: _____

E-MAIL: _____ FAX: _____

Student Representatives to the Bertie County Board of Commissioners

Purpose

1. The purpose of the student representatives to the Bertie County Commissioners is to serve as liaison between the governing body of the School District and high school students.
2. Two high school student representatives, a Junior and a Senior, will serve as liaisons to the Board of Commissioners. The student representatives will provide insight and support to the Board's understanding of student issues and perspectives at Bertie High School and Bertie Early College High School.
3. The student representatives shall represent Bertie High School in accordance with the following qualifications, selection procedures, and responsibilities.

Term of Office

1. The representatives shall be selected in the spring of the year for the following year.
2. The term of office will be for one school year, beginning in December and concluding in June.
3. In the event of a vacancy during the school year, a student will be selected from qualified applicants to serve the remaining term of the school year.

Qualifications for Application

1. The students must be in grade 11 and 12 during their term as student representative, and attend Bertie High School or Bertie Early College High School at least three (3) periods per day.
2. The students must be in proper academic standing equivalent for participation in athletics or other student activities, and maintain proper academic standing throughout his or her term.
3. The students will be expected to maintain personal standards of behavior appropriate to participation in student activities.

4. The students must be willing to convey student opinion to the Board of Commissioners and report Board deliberations and actions to the student body.

5. If the selected student representatives are not a member of the Student Government Association, the student representatives will become a member of the Student Government Association of their school.

Application Process

1. Students will submit a complete Student Representative Application to the guidance counselor at their school.

2. Students must obtain approval signatures from parents and the Bertie High School or Bertie Early College High School principal.

3. Students must submit two (2) reference letters, at least one from a teacher or administrator.

4. Selected applicants will be interviewed by one or more Directors, the Superintendent, the High School Principal, and the High School Advisor. The committee will recommend student representatives to the Board of Commissioners for approval.

Removal

1. The student representatives serve at the discretion of the Board of Commissioners.

2. The Board may remove the student representatives for failure to fulfill his or her duties, for failure to maintain academic standards, or for behaviors that the Board deems unacceptable as a member of the Board of Commissioners or embarrassing to the School District

Responsibilities of the Student Representative:

The student representative will:

1. Adhere to all the rules and regulations pertaining to Board of Commissioner members.

2. Attend all regular Board meetings, which occur while school is in session. Since regular Board meetings occur during the evening hours of a school night, the

Board of Commissioners may grant permission for the student representative to leave a meeting before the conclusion if the student report has been given.

3. Dress appropriately for Board meetings.

4. Attend special meetings or study sessions if requested, excluding Executive Sessions.

5. Review the Board of Commissioners Board packet and reading materials prior to all regular Board meetings.

6. Participate in discussion at regular, open meetings of the Board when applicable. However, the student representative may not make any motions or vote.

7. Provide reports to the Board during the agenda item titled "Student Representative Report." The reports will include student activities, topics and concerns, which the Bertie Student Association may choose to apprise the Board.

8. Refrain from committing the Student Government Association to any position or action that has not been previously approved by the Student Government Association.

9. Report Board deliberations and actions to High School Student Government Association as applicable.

10. Orient a new student representative.

11. Participate in Board training sessions, when invited. When these sessions occur on school days, student representatives will follow the established, prearranged absence procedures at the high school.

Responsibilities of the Superintendent and the Board of Commissioners

The Superintendent and the Board of Commissioners will:

1. Establish the Bertie High School Advisor (Danny Perry) as the advisor for the student representatives.

2. Meet with the student representatives and advisor at the beginning of the school year to review expectations, responsibilities, and participation.

3. Meet with the student representatives monthly to assess the experience and plan for future activities.

Other

Student representatives will receive elective credit for each semester of successful Board service.



A-2

From: Ijames, Earl
Sent: Tuesday, October 23, 2018 11:22 AM
To: Dominique Walker <dominique.walker@bertie.nc.gov>
Cc: pdfcoastalnet@gmail.com; Scott Sauer <scott.sauer@bertie.nc.gov>; Marvin Jones (marvin@marvintjones.com) <marvin@marvintjones.com>
Subject: RE: Highway Historical Marker - Bertie County
Importance: High

Dear Ms. Walker,

Thank you for your reply. Please make a correction to the previous email message.

There will be no \$1,500- \$2,000 fee to contract the foundry and produce the historic highway marker if it is approved. I repeat. There will be no fees associated with the nomination of the highway marker that Bertie County will encumber.

Please be sure to convey this message to the Bertie Commissioners and County Manager.

We look forward to hearing from you soon as we intend to complete the nomination this week. Thank you again.

Sincerely,

Earl L. Ijames, Curator
North Carolina Museum of History
5 East Edenton Street
Raleigh, N. C. 27601-1101
(tel) 919.807.7961
(fax) 919.715.6628
earl.ijames@ncdcr.gov



Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

[Facebook](#) [Twitter](#) [Instagram](#) [YouTube](#)

Visit the museum's newest online exhibit site: www.nccivilrights.org

A Change is Gonna' Come: Black, Indian and White Voices for Racial Equality, 1830-1980

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law "NCGS.Ch.132" and may be disclosed to third parties by an authorized state official.



A-3

Bertie County Hurricane Matthew DRA Project

MEMORANDUM

TO: Scott Sauer, County Manager, Bertie County
FROM: Chris Hilbert, Project Manager, Holland Consulting Planners
DATE: November 29, 2018
SUBJECT: Procurement of professional services for Matthew DRA Program.

Proposals have been requested and received for professional services for the Hurricane Matthew DRA Programs. The following is a summary of proposals received and a recommended award for each service procured.

Surveying Services

Roanoke Land Surveying

\$100.00/hr. Has experience working in Bertie County. Proposal was received one day after the deadline.

Sorrell Land Surveying

\$750 per survey. \$450 per elevation certificate. Experience with Windsor on FY15 FMA project.

Recommendation: Sorrell Land Surveying based on per survey/elevation certificate cost.

Legal

Gillam & Gillam attorneys

\$250 per hour for general legal advice. \$750 per title opinion.

Pritchett & Burch PLLC

\$200-250 an hour (depending on attorney) for general legal advice. \$375 per title opinion. Experience as County Attorney

Recommendation: Pritchett & Burch based on experience and lower rate.

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INSTRUCTIONS TO BIDDERS

For Rehabilitation Activities

BERTIE COUNTY NORTH CAROLINA DISASTER RECOVERY ACT (NCDRA) PROGRAM

SUBMIT BID TO:

IF MAILING BID:

Bertie County NCDRA Program
Attn: Chris Hilbert, Project Manager
PO Box 530
Windsor, NC 27983

IF DELIVERING BID IN PERSON AT BID OPENING:

Bertie County NCDRA Program
Attn: Chris Hilbert, Project Manager
Bertie County Board of Commissioners Room
106 Dundee Street
Windsor, NC 27983

BID OPENING DATE: Wednesday, November 28, 2018

TIME: 1:00 PM

Bid Package prepared by:

Holland Consulting Planners, Inc.
3329 Wrightsville Avenue, Suite F
Wilmington, North Carolina 28403
(910) 392-0060

PART A. GENERAL INFORMATION FOR BIDDERS

1. Authority and Responsibility

The "Local Authority" referred to throughout this Instructions to Bidders shall mean, either singly or as a group, a specific program(s), policy(s) and practice(s), and/or a specific Department(s), Division(s), Section(s) and staff person(s), of the local unit of government that provides the funds for the housing improvements regulated by the HCP Contractor's Handbook. Each successful Bidder shall enter into a Contract for Housing Construction Work with the Homeowner of each dwelling to be rehabilitated or constructed (the "Owner"). The Local Authority shall serve as the "Owner's Representative", responsible for the administration of the work covered by these General Provisions and Construction Specifications, only to the extent referenced therein.

The "Local Building Inspector" is the designated administrative authority that checks and approves plans and issues permits to allow performance of property improvement projects, and which approves the work performed under the specific permit(s) issued for said projects, all in accordance with the adopted codes of the Local Authority.

The "HCP Housing Inspector" is the staff member of Holland Consulting Planners, Inc., who is assigned with the duty to manage and operate specific assigned housing improvement programs and projects, with the support of the staff of the Local Authority. The HCP Housing Inspector shall serve as the project quality control inspector and coordinator, carrying out all the functions of contract administration with the goal of providing project quality in accordance with the HCP Contractor's Handbook, and providing timely construction scheduling and completion. With assistance from appropriate local staff, the HCP Housing Inspector shall interpret the adopted codes of the Local Authority and the general provisions and construction specifications included herein. The HCP Housing Inspector shall not take the place of the appropriate Local Building Inspector, who shall serve as the ultimate local authority regarding interpretation of the applicable building and development codes and ordinances.

The "Contractor" is both of the following: a) the name of the building construction company and its Owner(s) performing a project under an executed housing improvement contract; and b) the unlicensed or state licensed building Contractor, and/or subcontractor, or authorized representative who has signed and executed the project contract documents. The Contractor shall perform all work described in the Scope of Work (line item specifications and plans), in accordance with the contract documents and the general provisions and specifications included herein. The Contractor shall perform as project manager, maintaining continuous contact with the Owner and the HCP Housing Inspector regarding the project status and any problems. The Contractor shall attempt to resolve minor problems with the assistance of the Owner when the task and the solution are nominal and implied in the scope of work and general provisions, without reliance on the expertise of the HCP Housing Inspector or Local Building Inspector.

The "Owner" is the legal Homeowner of record who enters into a contractual agreement with the Contractor for housing improvement sponsored by the Local Authority. The Owner shall make decisions and choices with the assistance of the Contractor regarding minor problems, general progress of the project and those items which require choice of color (and style, if applicable), and with the assistance of the HCP Housing Inspector changes in the original scope of work and general progress of the project. The Owner shall cooperate with the Contractor in a manner that will allow the work to progress as rapidly as possible, as outlined in the Attachments to the Contract for Housing Construction Work.

2. Bid Procedures

Pre-Bid Conference/Delivery of Bid Documents. The Owner's Representative may require Bidders to attend a mandatory Pre-Bid Conference as a prerequisite to bidding on a particular project or projects. Bid packages consisting of Instructions to Bidders, Work Write-ups, Contractor's Handbook, and Bid Forms will be issued to the Contractor at the pre-bid conference held for that specific bid opening. It is the responsibility of the Contractor to attend the pre-bid conference and obtain the bid packages for each bid opening. Those not attending an advertised mandatory pre-bid conference will not be eligible to bid, unless they have received written exemption from the Owner's Representative.

Explanations to Bidders. The Contractor must satisfy himself as to the labor and materials needed. Any explanation desired by a Bidder regarding the meaning or interpretation of the advertisement for bids, drawings, specifications, etc., must be requested in writing to the Owner's Representative with sufficient time allowed for a reply to reach Bidders before the submission of their bids. Any interpretation made will be in the form of an addendum to the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective Bidders. Its receipt by the Bidder must be acknowledged in the space provided on the bid form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding. No changes to specifications will be permitted within three calendar days prior to the bid opening.

Conditions Affecting the Work. The Contractor certifies, by submission of a bid, that the Contractor has inspected each property included in his formal bid and has become familiar with the conditions under which the proposed work will be performed and with the requirements of the HCP Contractor's Handbook. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner's Representative will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the advertisement for bids, the specifications, or related documents.

Trade or Brand Name. When a trade or brand name for a particular article, fixture, or object is specified in the work write-up or the Construction Specifications, it is meant only as a reference for standards, and any other manufacturer of a similar article, fixture, or object may meet the specification if the HCP Housing Inspector agrees that the alternative product is reasonably equivalent to the product requested in the written specifications. All Contractor requests for alternative products must be made in writing.

Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bids must initial each erasure or change. E-mailed or faxed bids will not be considered, unless written authorization is provided to the Contractor by the Owners' Representative. The Contractor's Bid Proposal must be properly executed and submitted on the form provided. Bids by Contractors must be received by the Owner's Representative at the time and place specified in the Instructions to Bidders. The Proposal shall be made part of the Contract Documents.

No bid will be considered unless all individual work items on each Bid Form/Scope of Work (including formal addenda) are priced. In case of error in the total bid, the prices quoted for individual work items shall govern.

Unless called for, alternate bids will not be considered.

Modification of bids already submitted will be considered if received at the office designated in the Instructions to Bidders by the time set for opening of bids.

Submittal of Bids. Sealed bids will be submitted to Bertie County NCDRA Program, Attn: Chris Hilbert, Project Manager, Bertie County Board of Commissioners Room, 106 Dundee Street, Windsor, NC 27983 (In Person), or PO Box 530, Windsor, NC 27983, (By Mail), prior to the designated bid opening time. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the name of the project for which the bid is submitted, and the date and time of the bid opening. If it is questionable that the postal service can deliver your bid prior to the bid opening time, the bid should be hand-delivered. **Telephoned bids, e-mailed bids, or faxed bids cannot be accepted without written approval by the HCP Housing Inspector or other authorized representative of the Local Authority.** All bids submitted must be typed or written in ink and signed by the Contractor's designated representative. All bid forms, an itemized bid summary for each unit, and all requested certifications must be submitted; failure to include all forms may result in rejection of a bid. Valid bids are expected from each Contractor. Submission of "courtesy bids" will be grounds for removal from participation in the applicable housing improvement program. Any bid may be withdrawn without prejudice prior to the official bid opening time.

Bids will be opened on Wednesday, November 28, 2018, at 1:00 PM, in the Bertie County Board of Commissioners Room located at 106 Dundee Street, Windsor, NC. Contractors are welcome to be present at bid openings, but attendance is not required.

Award of Contract. Procurement procedures for federally-funded construction activity carried out during housing improvement grant programs are defined in 24CFR85.36 or equivalent federal regulations for hazard mitigation programs. The Owner's Representative has also adopted a formal procurement policy for housing grant programs and a specific policy for award of rehabilitation/new construction contracts. Award of a contract for each individual housing unit will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the Owner's Representative, price and other factors considered. The Owner's Representative may, when in its interest, reject any or all bids or waive any informality in bids received.

Grant program procedures require that separate bid prices be submitted for each unit to be rehabilitated or constructed and that a separate contract be awarded for each individual unit to be rehabilitated or constructed. An individual contract award will be based on the lump sum bid submitted for that specific unit, corrected if necessary for errors in the addition of individual work items.

The Owner's Representative reserves the right to reject low bids and to rescind bid awards in accordance with its written Contract Award Policy, which considers factors such as programmatic factors beyond the Owner's Representative's control and a bidder's inability to meet performance standards outlined herein.

The Bidder is advised that the Owner's Representative will receive a bid solely on behalf of the Owner and that any contractual arrangement for performance of the work will be between the Contractor and the Owner. The Owner's Representative and its agents will neither be a party thereto, nor liable thereon. On behalf of the Owner, the Owner's Representative awards the contract, conducts inspections of work in progress, completes final inspections, and coordinates building code compliance with the local Building Inspections Department.

The acceptance of the bid and awarding of the contract may be subject to the Owner receiving supplemental financing.

3. Licensing Requirements

Contracts for Housing Construction Work awarded through housing projects managed by HCP are not public awards and are not subject to the formal bidding process specified in NCGS 143-129. Each contract is an agreement between the Contractor and the Owner. The bidder must be licensed as a NC General Contractor if an individual unit bid is greater than \$30,000. (All plumbing, HVAC, and electrical subcontractors, however, must be licensed.)

All rehabilitation activities performed on houses constructed prior to 1978 shall be conducted in strict accordance with 40 CFR Part 745: Lead Renovation, Repair, and Painting Program (April 22, 2008), and 10A NCAC41C.0900: NC Lead Based Paint Hazard Management Program for Renovation, Repair, and Painting. All contractors working on homes constructed prior to 1978 shall be NC Certified Renovation Firms and all workers shall be supervised by an accredited NC Certified Renovator.

HCP shall maintain a file of each Contractor's current State License (if applicable), State Renovation Certification and current registration form (included in each bid package) to document valid inclusion of the Contractor's name on the Local Authority's approved List of Bidders. Also, prior to award of any housing construction work contract, the Contractor must furnish proof of the required liability and workers' compensation insurance coverage described in Part B, Section 3: Insurance.

4. Work Write-ups and Construction Specifications

The work write-up constitutes the basis for each job. Various items in the write-up refer to the Construction Specifications in Section II of the Contractor's Handbook, which detail methods of application and standards for materials. Unless otherwise explicitly indicated in the work write-up, the Construction Specifications will be followed without variation. No verbal interpretations of the Construction Specifications will be made for bidding purposes or during construction without confirmation in writing by the HCP Housing Inspector. No changes in the scope of a work write-up will be considered valid without a signed Change Order (see Part B, Section 9: Change Orders). Any work to be performed by the Owner; i.e., "sweat equity" items, will be specifically stated in the work write-up, and will be subject to the same contractual conditions regarding performance and final inspection as the Contractor's work. The Contractor shall be held harmless from claims or non performance penalties for "sweat equity" work items, including Contractor-performed work adversely affected by Owner-performed work.

Floor plans and other drawings are diagrammatic only, illustrating the general scope of the work, and do not show all of the work required, exact dimensions, or construction details. Questions concerning floor plans, particularly those related to bathroom and kitchen layout, should be discussed and resolved with the HCP Housing Inspector.

Where repair of an existing component is called for by the Scope of Work, the item is to be placed in "equal to new condition," either by repair or replacement. All damaged, loose or rotted material associated with the required repair shall be removed and replaced and the finished work shall match adjacent work in design, dimension and finish.

All work to be done shall be pursuant to all applicable codes, regulations, and local policies as they may be interpreted by the HCP Housing Inspector and/or the Local Building Inspector.

Cost allowances for various items may be provided. Whenever such cost allowances are provided, the Contractor will be required to document the actual costs of these items. An adjustment in the contract amount will be made by change order during the construction phase to reflect differences between the allowances and the actual costs, if any such differences exist.

5. Minority/Disadvantaged Business Enterprises

It is the policy of Holland Consulting Planners, Inc., to take affirmative action to ensure that minority and disadvantaged business enterprises are given the opportunity to participate in the provision of services required for federal grant programs administered by the Local Authority. HCP will inform the historically underutilized business enterprise (HUB) coordinator with the NC Division of Purchase and Contract of all solicitations for housing improvement work. Additionally, HCP maintains a list of small and minority-owned Contractors available for rehabilitation and new construction subcontracting (carpentry/painting/electrical/plumbing/landscaping).

PART B. GENERAL PROVISIONS GOVERNING CONSTRUCTION

1. Preconstruction Conference and Notice to Proceed

Prior to the start of work, the Owner's Representative will schedule a Preconstruction Conference with the Owner and the Contractor. At this conference, the starting date for work will be firmly established, the sequence of work will be reviewed, special situations (such as furniture storage and temporary relocation) clarified, and federal and state contract requirements identified. It is particularly important that the Owner be fully apprised of the extent of inconvenience that will be experienced as a result of rehabilitation or demolition/replacement housing activities. The Preconstruction Conference will include a thorough review of contract provisions related to the resolution of Owner/Contractor disputes that may arise.

Under no circumstances shall a Contractor initiate work on an individual rehabilitation or new construction project without receipt (by certified mail or hand delivery) of a formal Notice to Proceed (see Contractor's Handbook, Section III, Form CH.05) from the Owner's Representative, or without issuance of proper local building permits specified in Part B, Section 4: Permits and Codes, below.

2. Owner Responsibilities and Selection of Materials

The Owner shall cooperate with the Contractor, the HCP Housing Inspector, and the Local Building Inspector in a manner that will allow the work to progress as rapidly as possible. The Owner's Representative shall clearly advise the Owner that rehabilitation is not new construction, and that the Contractor will do the best job possible given the existing structural and cosmetic condition of the dwelling and the constraints of the Scope of Work.

When the Owner is to continue to occupy the premises during rehabilitation activity, the Owner shall cooperate with the Contractor in a reasonable manner to facilitate performance of the work, including abandonment of certain

areas as may be essential to the conduct of the work, and moving or removing personal possessions that will interfere with the work.

At the Preconstruction Conference, the Owner and Contractor will be informed of the procedures for the selection of colors and patterns of various finish materials. **The Contractor shall provide the Owner with at least three color choices and/or patterns for each specified finish material.** Once the selections have been made, the "Owner's Selection of Materials and Finishes" form (CH.06) will be completed. **This selection list will be signed by the Owner and the Contractor, and a copy will be given to the HCP Housing Inspector prior to commencement of any painting work, vinyl/carpet installation, vinyl siding installation, or roof covering.**

If the Owner wishes to pay the difference between HCP's required specification and a higher standard for any item, then the cost difference for that item will be determined solely between the Contractor and the Owner, the Contractor is to be paid directly by the Owner in advance, and the cost difference will be documented on a formal Change Order by the HCP Housing Inspector.

Additional Owner responsibilities and specific agreements between the Owner and Contractor pertaining to the contract for an individual dwelling are described in the Preconstruction Agreement, Attachment C of the Contract for Housing Construction Work in Section III of the Contractor's Handbook.

3. Insurance

The Contractor shall carry the following insurance and submit a certificate of coverage to the Owner's Representative prior to or at the preconstruction conference. Failure to maintain the insurance shall be grounds for termination of the Contract:

Workers' Compensation: The Contractor shall ensure valid Workers' Compensation insurance coverage for all of his employees and for subcontractors engaged in work at the site, in accordance with State Workers' Compensation Laws (Chapter 97, North Carolina General Statutes).

Liability Insurance: The Contractor shall carry – and require that there be carried by the subcontractors – commercial general liability insurance with minimum coverage of \$100,000 per occurrence for property damage and \$300,000 per occurrence for bodily injury and death, and applicable commercial automobile liability, to protect the Owner, Contractor, and subcontractors against claims for injury to, or death of, one or more than one person because of accidents, and against claims for property damage which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment including, but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the housing improvements embraced in this Contract.

Builder's Risk Insurance: The Contractor shall carry a builder's risk policy for each housing construction work contract with coverage at least equal to the contract value to protect the Owner and the Local Authority against damage to materials on site or completed work damaged by natural disaster or third party negligence, vandalism, etc. The builder's risk policy shall list the Local Authority as an additional insured party, and shall remain in effect for at least thirty days following the issuance of a Certificate of Occupancy/Compliance by the Local Building Inspector.

4. Permits and Codes

The Contractor is expected to secure all necessary permits (building, plumbing, heating or electrical) and licenses before the start of work. **The Contractor should make allowance for permitting costs in his bid.** The Contractor shall also be responsible for providing any architectural/engineering drawings required by the Local Building Inspector, **if reference to such drawings is made in the work write-up.** Failure to obtain necessary permits will be grounds for the HCP Housing Inspector to delay start of the work, but no time extension for contract completion will be given. In all operations connected with the work covered by these provisions, all federal, state, county, and local ordinances and laws controlling or limiting the actions of those engaged in the work must be respected and complied with strictly.

The Contractor shall not be held responsible for the correction of pre-existing violations of any local or state development regulation or building code not addressed by the work write-up without compensation through execution of a Change Order; however, current code compliance will be required for any new or replacement work specified in the work write-up. The Contractor is encouraged to discuss any concerns related to current building code compliance with the HCP Housing Inspector and Local Building Inspector to ensure that the finished work is in full compliance with current building codes.

5. Utility Use by Contractor

For rehabilitation projects, the Owner will make existing house utilities available, without charge, to the Contractor including electric power, gas, heat, water, and telephone (local calls only).

For new construction (replacement housing) projects, both temporary electric service and the fixed meter/meter base/masthead shall be obtained, and paid for, by the Contractor.

6. Storage and Waste Disposal

If specified in the Scope of Work, the Contractor shall provide any necessary secured storage for the household furnishings, clothing, breakables, etc. Due to liability issues, a professional storage company is recommended. The Contractor is advised that an inventory (before and after) is required, unless waived by the Owner. The Contractor is advised to maintain photographic and/or videographic and written documentation of the pre-storage condition of household items to be placed in temporary storage (Contractor's Handbook, Section III, Form CH.07: Contractor's Appliance Checklist). **The work write-up may include a bid line item for the cost of secured storage.** The Contractor shall be responsible for the actual cost of the on-site storage he uses or the cost of off-site storage he arranges. The Contractor shall be responsible for determining the size of storage container/facility needed and including that cost on the storage line item in his bid. If the construction activity is located in a flood hazard area, the container must be elevated above Base Flood Elevation or belongings must be stored off site in a secure location.

Normally, the Owner will be responsible for the boxing-up of breakables, personal items and clothing that must be removed to complete the work. The Contractor will be responsible for moving such boxed items, furniture, appliances, furnishings, etc., to another location in the home (and returning them to their original location), or if secured storage is provided, moving such items into and out of the storage facility, whether on-site or off-site. The Contractor is responsible for damage to or loss of any household items that are in his possession or in his agent's

possession; i.e., moving to or from off-site storage. Occasionally, the Owner will be unable to box up personal items that need to be moved. If the Contractor is required to perform this duty, it will be indicated on the "storage" line item in the work write-up, or specified by written change order.

The Contractor shall provide a waste container of appropriate size to accommodate daily clean-up of construction waste materials on all rehabilitation and new construction jobs.

7. General Construction Guidelines

The Contractor will be expected to carry out the work activities in accordance with standards and time limits for individual units as specified in each Contract for Housing Construction Work. All work will be conducted in a manner to minimize inconvenience to the Owner.

All plumbing (including gas lines), HVAC, and electrical work is to be performed by licensed subcontractors. These subcontractors will contact the Local Building Inspector directly to arrange for inspection and approval of all finished plumbing, HVAC, and electrical work. Additionally, any bid proposals submitted that include bids for individual units in excess of \$30,000 must be submitted by a principal Contractor with an active NC General Contractor's license.

The Contractor will be expected to fully comply with the time limits set forth in each individual Contract for Housing Construction Work. If unavoidable delays are encountered, a time Change Order extending the date for completion of the entire bid package or for an individual unit shall be prepared and executed according to guidelines for Change Orders set forth herein.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Lawns or the structure shall not be used for storage purposes without the permission of the Owner. Storage of materials and equipment will be permitted only for the duration of the contract and removed prior to job closing. Further, any damage done to lawns or the structure resulting from storage of materials shall be corrected by the Contractor prior to job closing.

Clean-up and removal from the site of all debris and waste material resulting from the work shall be the responsibility of the Contractor who will, upon completion of work, and prior to job closing, leave the premises in broom clean condition. An on-site waste container shall be provided on all rehabilitation and new construction jobs. Any damage to the grounds or structure resulting from mobilization of equipment shall be corrected by the Contractor prior to job closeout. All interior and exterior glass surfaces affected by the housing improvement work shall be scraped and washed. When adjacent property is affected by any work done by the Contractor, it shall be the responsibility of the Contractor to take whatever steps are necessary to protect the adjacent property.

No smoking is permitted in interior areas while construction is underway.

Materials and fixtures that have been removed and replaced as part of the scope of work shall belong to the Contractor, unless otherwise agreed by the Owner, Contractor, and the HCP Housing Inspector at the time of the preconstruction conference and clearly specified in the Preconstruction Agreement, Attachment C of the Contract for Housing Construction Work in Section III of the HCP Contractor's Handbook.

Subcontractors shall be bound by the terms and conditions of the contract insofar as it applies to their work, but this shall not relieve the Contractor from full responsibility to the Owner for the proper completion of all work.

8. Default and Termination of Contract

a) Declaration of Default

The Owner's Representative may declare default of contract on the Owner's behalf for breach by the Contractor of any material term or condition of the Contract for Housing Construction Work. Material breach shall include, but shall not be limited to the following:

- (1) Failure to begin work under the contract within the time specified;
- (2) Failure to provide workmen, equipment, or materials adequate to perform the work in accordance with the work write-up and/or Construction Specifications;
- (3) Failure to comply with federal, state, or local regulations/program requirements;
- (4) Refusal to replace defective work;
- (5) Insolvency or bankruptcy; or failure to secure adequate financing to perform the work;
- (6) Failure to make prompt payment to workers, subcontractors, or suppliers;
- (7) Misrepresentation of information included on written contract documents submitted to the local authority;
- (8) Failure to meet workmanship and performance standards defined in Part B, Section 16: Performance Criteria, of the Contractor's Handbook;
- (9) Failure to maintain satisfactory work progress.

The Contractor's performance will be considered unsatisfactory if, at any time during the performance of a specific rehabilitation or new construction project, the percentage of the work completed (in dollars) is less than the percentage of contract time (in calendar days) elapsed by more than 15%. Percentage of work completed will be judged by the HCP Housing Inspector as the sum of materials and labor used to accomplish satisfactorily installed work in comparison to the total contract amount.

EXAMPLE: Contract Amount \$30,500 Contract Time 60 Days

The HCP Housing Inspector, using the work write-up for reference, determines that the total amount of labor and materials spent by the Contractor on satisfactorily installed work is \$4,710.00. This estimate is made on the 20th day following initiation of work. To determine if progress is unsatisfactory:

- (1) 20 days / 60 days = 33.3% of contract time elapsed
- (2) \$4,710 / \$30,500 = 15.4% of work completed
- (3) 33.3% minus 15.4% = 17.9%
- (4) 17.9% is greater than 15%; therefore, the Contractor's progress is considered unsatisfactory.

b) Notice of Default and Settlement of Payment Disputes

The Contractor shall be notified in writing at least ten (10) working days in advance of the intention of the Owner's Representative to declare a Default of Contract. If the violation is not corrected during this period, or if a written protest outlining the Contractor's position is not received by the Owner's Representative within ten (10) working days of receipt of the intent of the HCP Housing Inspector to declare Default of Contract, the Owner's Representative shall terminate the Contract for Housing Construction Work.

Should the Owner's Representative elect to terminate a Contract for Housing Construction Work, partial payment shall be made as follows: The Contractor shall present the HCP Housing Inspector with an invoice summarizing labor and materials for work satisfactorily in place. The HCP Housing Inspector will review the invoice and recommend payment based on his estimate of work items satisfactorily performed. In no case will the Owner's Representative make a partial payment after default by a Contractor that exceeds 15% of the HCP Housing Inspector's base estimate for partial payment, regardless of invoice documentation by the defaulting Contractor. If no invoice is submitted for partial payment under default, the Owner's Representative will make partial payment based on the HCP Housing Inspector's base estimate for work performed.

Complaints or protests concerning contract termination and partial compensation shall be handled in accordance with Section 18 of the Contract for Housing Construction Work (see Contractor's Handbook, Section III).

All other contractual disputes shall be settled according to guidelines set forth in Section 18 of the Contract for Housing Construction Work.

c) Termination by Contractor

The Contractor may request time and/or cost change orders as necessary due to unavoidable delays because of inclement weather, materials shortages, or unanticipated structural or site conditions. The HCP Housing Inspector will recommend that the contract be terminated on the Contractor's behalf only under the following conditions:

- (1) It is impossible for the Contractor to obtain critical materials for completion of the contract within a practical time limit; or
- (2) It is impossible for the Contractor to comply with conditions of the contract due to inclement weather or unforeseen site conditions or unanticipated structural conditions, without a major change in contract scope and/or financial reimbursement.

The Owner's Representative will consider petitions for termination of the contract for the above-listed reasons only upon receiving written documentation from the Contractor. Should the Owner's Representative elect to terminate a contract on behalf of the Contractor, partial payment shall be made according to guidelines for partial payment under Part B, Section 8(b): Notice of Default and Settlement of Payment Disputes.

d) General Termination and Legal Remedies

The Contract for Housing Construction Work may also be terminated for additional reasons beyond the control of the Owner as outlined in Section 15 of the Contract for Housing Construction Work. In such case, the Owner's Representative will provide the Contractor with written notification of termination on behalf of the Owner. Settlement of damages accrued by either party shall be as outlined under Part B, Section 8(b): Notice of Default and Settlement of Payment Disputes and under Sections 15 and 18 of the Contract for Housing Construction Work.

9. Change Orders

No variation in the work write-up or the Construction Specifications shall be made without a duly approved Change Order, regardless of whether or not any cost is involved. The Change Order will be prepared by the Contractor and the HCP Housing Inspector, and then signed by the Contractor, the Owner, and the Owner's Representative. No work covered by the Change Order shall be done until a written notice to proceed with the Change Order is presented to the Contractor by the HCP Housing Inspector. Any extra work done without written authority shall be considered unauthorized work done at the expense of the Contractor. Work so done may be ordered by the HCP Housing Inspector to be removed and replaced at the Contractor's expense. In particular, the Contractor is cautioned not to perform Owner requests for additional work, including installation of specialty items, without preparation of a Change Order. Additionally, the Owner's Representative will not assume responsibility for any approved grant-financed work directly or indirectly affected by separate, unapproved agreements between the Owner and Contractor performed during the contract period, or for the quality of the unapproved Owner-financed work itself.

All change orders will be negotiated directly by the Contractor and the HCP Housing Inspector based upon line item costs included on the actual contractor's bid proposal. The Local Authority will not approve change orders that **exceed 15%** of the HCP Housing Inspector's independent estimate. The Local Authority will allow a **maximum 20%** markup on change orders performed directly by subcontractors, and will require the Contractor to provide at least two proposals for change orders performed directly by subcontractors.

10. Interim Inspections

The Owner and authorized local, state, and federal government agency representatives shall have the right to examine and inspect work included in any housing construction work contract financed by the Local Authority, and will inform the Owner's Representative directly of any noncompliance with the terms of the contract. Also, these representatives shall be permitted to examine and inspect all contracts, materials, equipment, payroll, and conditions of employment pertaining to residential construction work, including all relevant data and records. **However, all orders or instructions to the Contractor will be given directly by the Owner's Representative on behalf of the Owner, not by the Owner or by other interested parties.** For new construction projects or when the Owner is relocated, the Owner shall properly inform the Contractor of a date and time when the Owner wishes to inspect

the property. The Owner will not be allowed to inspect the property without such notice and schedule. This procedure will ensure the smooth continuation of the work and that the Owner will not be exposed to a possible hazardous work environment.

All inspections for permitted work performed by the Local Building Inspector shall be performed as required by the Local Authority and the International Residential Building Code. Work performed without the required local permits and inspections will be subject to scrutiny and possible non-acceptance by the Local Authority. **The HCP Housing Inspector will provide coordination between the Contractor and the Local Building Inspector, but it is the Contractor's ultimate responsibility to ensure that the necessary interim and final inspections are requested and performed.**

The HCP Housing Inspector and the Local Building Inspector will make periodic visits to the job site during construction. The Contractor will be expected to fully cooperate in the conduct of these inspections. If the Contractor is not on the job, he shall designate a responsible person who is regularly on the job to discuss conditions with these authorized representatives.

The Contractor shall furnish the HCP Housing Inspector with every reasonable opportunity for determining if the work is performed in accordance with the requirements of the contract, particularly in cases where floor framing/foundation work is performed, or interior wiring or plumbing is to be installed. All plumbing (including gas lines), HVAC, and electrical work is to be performed by licensed subcontractors. These subcontractors will contact the HCP Housing Inspector or the Local Building Inspector directly to arrange for inspection and approval of all finished plumbing, HVAC, and electrical work.

If the Local Building Inspector or the HCP Housing Inspector so request, the Contractor shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore said portions of work exposed and replace any unacceptable work at his expense.

If the Contractor removes or uncovers finished work at the request of the HCP Housing Inspector or the Local Building Inspector, and inspected work is found to be acceptable, the Owner's Representative will execute a Change Order to cover the Contractor's additional expense unless the Contractor did not provide proper notification for a standard locally-required inspection.

11. Partial Payment

Urgent Repair and Rehabilitation with Contract Value Less Than \$5,000. No partial payments will be made for Urgent Repair contracts and for standard rehabilitation contracts with a value of \$5,000 or less. Final payment for these contracts will be made as defined in Part B, Section 13: Final Inspection and Payment.

Rehabilitation with Contract Value of \$5,000 or More. For units with a rehabilitation value of \$5,000 or more, the Local Authority may agree to two partial payments and one final payment to assist HUB's with additional incentive to participate in the Local Authority's housing improvement programs. Partial payments will be made based upon 10% less payment approved than work actually performed, a system that provides the Owner's Representative financial leverage with respect to Contractor performance but avoids the financial management intricacies of a warranty retainage system.

Two partial payments of 30% and 70% will be approved by the HCP Housing Inspector following his certification that 40% and 80%, respectively, of the specified rehabilitation work has been satisfactorily completed. The Local Authority and the Contractor may agree on an alternative schedule of one partial payment of 50% and 100% of the contract value to simplify the contract administration task. The 50% payment will be approved when the HCP Housing Inspector certifies that 60% of the specified rehabilitation work is complete. The Contractor's line item bid will serve as the objective basis for the HCP Housing Inspector's determination that 40% and 80% (as applicable) of the value of work under contract (including approved change orders) is complete. The Contractor will be paid only for work items in place and completed on the date of inspection for partial payment. Partial payment will not be made for materials on site that are not yet installed. Partial payment shall be made within twenty (20) days of certification of partial completion. It is the Contractor's responsibility to request the HCP Housing Inspector to accomplish the partial payment inspection.

No partial disbursement shall be made until requested documentation has been received by the Owner's Representative. This documentation may include, but not be limited to: a) Release of lien by subcontractors, mechanics, laborers, material suppliers, and b) properly initialed building permit card, indicating approval, when required, at progressive stages of work completion by the Local Building Inspector.

New Construction. A pre-approved payment schedule based upon an objective summary of permitted work tasks (foundation/framing/plumbing/electrical/HVAC) similar to that outlined above for rehabilitation shall be agreed upon prior to contract execution for each new construction unit and shall be incorporated in the Contract for Housing Construction Work.

Five percent (5%) of each progress payment for new construction will be retained by the Owner's Representative. The five percent (5%) retainage will be released to the Contractor when all work is satisfactorily completed and a certificate of final inspection is executed as outlined under Section 13, below.

No payment made under the Contract shall act as a waiver of the right of the Owner's Representative to require the fulfillment of all the terms of the Contract.

The Contractor will not assign the payment of any monies due him from the Local Authority under the terms of the Contract for Housing Construction Work to any other individual(s), corporation(s), or entity(s). The Local Authority retains the right to pay any and all monies due the Contractor directly to the Contractor.

12. Punch List Inspections

When the Contractor has substantially completed an individual rehabilitation or new construction job, he shall contact the HCP Housing Inspector to schedule a punch list inspection. The HCP Housing Inspector will discuss any uncompleted or unsatisfactory work with him. A Contractor's Punch List will be furnished to the Contractor.

Depending on the extent of the punch list, a second punch list inspection may be required, conducted on the same basis as listed above. The HCP Housing Inspector will notify the Contractor if this second inspection is needed.

13. Final Inspection and Payment

Final inspections by the HCP Housing Inspector and the Local Building Inspector will be made before 100% payment is made to the Contractor. Upon completion of all work and the correction of all punch list deficiencies, full payment shall be authorized to the Contractor. Payment shall be made within twenty (20) days following certification of completion by the HCP Housing Inspector. All invoices for final payment shall be accompanied by the following:

- Extermination Warranty, if required, and other manufacturers' warranties, including warranties for hot water heater, gas or oil heater, roofing, siding, and related items.
- Materials and labor lien release signed by all suppliers and subcontractors.
- Certificates of compliance/occupancy from the Local Building Inspector.
- Certificate of proper installation of gas, oil, or wood heater, chimney renovation, and gas appliances, if applicable; certification of plumbing, HVAC, and electrical inspection.
- Documentation to fully satisfy the Owner's Representative that specified/required cost allowances have been met.

14. Contract Time and Liquidated Damages

All rehabilitation and new construction work covered by an individual contract shall be completed within the number of calendar days specified in the contract for that individual project; contract times will vary based on factors including lead abatement requirements, the size of the structure, and the complexity of the scope of work. The Local Authority realizes that particularly difficult rehabilitation contracts may force a Contractor with a record of satisfactory work progress to exceed the specified time limit in some cases. Therefore, if a Contractor exceeds the specified contract time limit, the Local Authority reserves the right either to declare the Contractor in default and terminate the contract, or to hand deliver or send by certified mail notification to the Contractor that a specified calendar day time extension has been granted, and notifying the Contractor that liquidated damages in the amount of \$100.00 per calendar day will be deducted from any payment due the Contractor. Liquidated damages will be calculated beginning on the date following the extension deadline and extending to the date of final inspection and approval of the work. Liquidated damages for contracts exceeding an extension deadline will be utilized to reimburse the Local Authority for additional inspection and administrative work associated with the increased construction time.

The Contractor may request, in writing, an additional time extension, documenting reasons for work stoppages and delays beyond his control. Work days lost because of such documented reasons may be added to the extension period. However, the Local Authority will assess liquidated damages as outlined herein in full, unless written requests for time extensions are received and upheld or the contract is terminated in writing by the Local Authority or the Contractor as outlined above.

15. General Guarantee and Contractor's Warranty

The Contractor will guarantee all work performed for a period of one (1) year from the date of final payment for all work performed under a Contract for Housing Construction Work. Manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract, including proof of purchase documentation, shall be furnished to Owner. All warranties shall specifically provide that all defects in material and workmanship appearing during the one-year warranty period, as determined by the Owner's Representative in case of conflict between the Contractor and the Owner, will be remedied to the satisfaction of the Owner's Representative at no additional cost to the Owner. Warranties shall be provided to the HCP Housing Inspector along with the request for final payment, as outlined under Part B, Section 13: Final Inspection and Payment.

When a complaint is received by the Local Authority from an Owner, a warranty inspection will be made and a Warranty Punch List prepared for transmittal to the Contractor, if the complaint is valid and related to the scope of the original contract. In many instances, the Contractor will receive the complaint directly from the Owner. In either case, the Contractor is expected to respond to the Owner courteously and promptly. As soon as the work is done, the Contractor should notify the HCP Housing Inspector.

Failure by the Contractor to perform warranty work within the time stipulated, including any written extensions of time, shall be a basis for withdrawal of contract awards and rejection of subsequent bids.

16. Performance Criteria

General Contracting Standards. In order for the Local Authority to complete housing rehabilitation and new construction activities on an efficient basis, specific performance standards and time limits for contract execution and completion have been outlined in the Local Authority's written contract award policy, which the Contractor may review upon request. Failure of the Contractor to comply with these performance standards and time limits may result in rejection of bids, awards, and/or contract termination. Failure to maintain the performance standards outlined below will result in re-award of current awards to other Contractors and possible exclusion from the active Contractors' list. The Contractor must demonstrate an ability to accomplish work in accordance with the Contractor's Handbook and the NC Residential Building Code as enforced by the Local Authority. Particular attention will be given to the Contractor's timely completion of work.

The Contractor must have a working record acceptable to the Local Authority, as defined by the performance criteria outlined in this section.

The Contractor must perform warranty work in a timely and conscientious manner.

Falsification or alteration of bid and/or contract documents will be grounds for termination of existing work and exclusion from the Local Authority's housing improvement programs.

The Contractor must make regular payments to suppliers and subcontractors. The Contractor must ensure that liens are not filed against individual housing units, and that any liens or judgments against him are satisfied such that they do not affect his financial capability to accomplish rehabilitation work.

The Contractor will receive written notification from the Local Authority prior to any negative action taken regarding his performance, and may appeal the Local Authority's actions in accordance with the written complaint procedure for the appropriate program.

Quality of Workmanship and Materials. All work shall be performed to the standards required by the Local Authority and Holland Consulting Planners, Inc. The commonly accepted standards set by the "construction industry" and the "construction trades" are used here only as a basis for establishing the minimum standards to be utilized and enforced by the Local Authority. Quality of appearance and durable utility, being the direct result of quality workmanship, shall become a goal of the Local Authority's Housing Improvement Programs and of the Contractors participating in the programs. Achievement of quality workmanship shall become a goal accomplished by applying standards of excellence which exceed the commonly accepted minimum standards. **The quality of workmanship performed by the Contractor shall be scrutinized prior to acceptance by the Local Authority. The decision of the Local Authority will be final.**

All material shall be new, recently purchased, and in excellent condition. Only the material specified in the specific work write-up or the Construction Specifications included herein shall be the material which is used, and only the brand specified shall be the brand used, unless an "or equal" is specified. The Contractor shall obtain approval of "equals" from the Owner's Representative prior to purchasing and installing the equivalent material.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and shall perform all required work in an efficient and workmanlike manner. The Contractor shall perform all the construction and rehabilitation work as described in the Scope of Work (Line Item Specifications) and plans, in accordance with the provisions of all the Contract Documents and the Contractor's Handbook.

The Contractor is responsible for ensuring that all plumbing and electrical fixtures, switches, and receptacles specified for repair or replacement in the work write-up are in proper working order upon completion of the rehabilitation.

Development/building permits shall be posted and maintained by the Contractor at the job site at all times for the purposes of viewing by the Local Authority. A copy of the plans and work write-up shall be available at the job site at all times.

The Contractor is responsible for any damages caused by encroachment on adjacent properties or on regulated setback areas. Encroachment damage shall be corrected by the Contractor at no cost to the Owner or the Local Authority.

The Contractor shall exercise due caution in the protection of existing utilities and structures and facilities during the period of construction, unless otherwise indicated on the plans or in the work write-up. Facilities include all water, gas and sewer lines; lighting, power, cable/satellite TV or telephone conduits and wires; house connections in place; and other surface and subsurface structures or lines. If, in the performance of the work, the Contractor disturbs, disconnects, or damages any of the above, all expenses of whatever nature arising from such disturbance, or in replacing or repair thereof, shall be paid by the Contractor, unless otherwise stated in the contract documents due to special circumstances.

The Contractor shall obtain and have set, by a registered land surveyor, required property corner monuments for new construction. The Contractor shall obtain and have the finished foundation surveyed by a registered land surveyor, to ensure that the foundation meets all setback requirements and is placed according to site plan approved by the HCP Housing Inspector. Proof of such survey shall be provided before a payment can be made for any foundation work.

17. Hazardous Materials

The Contractor is cautioned that the housing construction work contract specifically excludes the removal of asbestos building materials, and holds the Contractor liable for any claims arising from asbestos removal by himself, his employees, or subcontractors. If asbestos building materials are in evidence and need to be removed, contact the HCP Housing Inspector immediately. Additionally, the use of lead-based paints for any interior or exterior use is absolutely prohibited, and the Contractor is cautioned that the housing construction work contract holds the Contractor liable for any claims arising from lead based paint hazard reduction procedures called for in the work write-up.

The Construction Specifications (Contractor's Handbook, Section II, Part D) include a detailed outline of the Local Authority's contracting requirements for lead based paint hazard reduction. Contractors shall ensure that all lead based paint hazard reduction work is accomplished in accordance with the current EPA/HUD/NC regulations concerning lead worker training and safety (**40 CFR Part 745 Lead Renovation, Repair, and Painting Program, Lead Hazard Information Pamphlet, Notice of Availability, Final Rule**); current HUD regulations related to lead hazards (**24 CFR 35**); and **10 NCAC 41C.0900, NC Lead-Based Paint Hazard Management Program for Renovation, Repair, and Painting**).

18. Contact Information

All questions concerning the bidding process/scope of work for this program should be directed to:

Chris Hilbert, Project Manager
Holland Consulting Planners, Inc.
3329 Wrightsville Avenue, Suite F
Wilmington, North Carolina 28403
(910) 392-0060 Telephone
(910) 392-2839 Fax
E-mail: chilbert@hcpplanning.com

19. Permit Information

For a list of requirements and costs associated with obtaining a building permit, contact:

Bertie County Planning & Inspections Telephone (252) 794-5336
PO Box 530
106 Dundee Street
Windsor, NC 27983

WRITE-UPS

Contractor: _____

**BERTIE COUNTY
NORTH CAROLINA DISASTER RECOVERY ACT (NCDRA)**

Rehabilitation Scope of Work

**Dianne Williams
526 US 13-17 South, Windsor, NC 27983**



Contractor: _____

Bertie County
North Carolina Disaster Recovery Act (NCDRA)
526 US 13-17 South, Windsor, NC 27983
Dianne Williams (252) 325-1760
Inspection Date: 05/2018

INTERIOR

Room # 1 - Living Room
NO WORK REQUIRED

Room #2 - Dining Room/Kitchen
NO WORK REQUIRED

Room #3 - Utility Room
NO WORK REQUIRED

Room #4 - Bathroom

- _____ 1. Spot repair existing subflooring (RS-10.02-10.04), approximately 4' x 4' at toilet.
- _____ 2. Spot repair underlayment (RS-30.01-30.02), approximately 4' x 4' at toilet.
- _____ 3. Install new vinyl floor covering, complete (includes installation of leveler and shoe molding). (RS-30.04-RS-30.07)
- _____ 4. Caulk and reglaze existing tub. (RS-34.28)
- _____ **SUBTOTAL**

Room #5 - Bedroom
NO WORK REQUIRED

Room #6 - Bedroom
NO WORK REQUIRED

Room #7 - Bedroom
NO WORK REQUIRED

EXTERIOR

HVAC

- _____ 1. Move HVAC unit to gable end (North). Construct a new pressure-treated lumber stand at or above the existing finished floor level and properly reinstall the existing unit on the stand. Install new ductwork in the attic, complete with protective shroud. Remove existing ductwork from crawlspace and seal floor boots.

ELECTRICAL SYSTEM (RS-35)

- _____ 1. Install smoke detectors, according to code. (RS-35.09)
- _____ **SUBTOTAL**

Contractor: _____

WEATHERIZATION

- _____ 1. Remove existing floor insulation and install new floor insulation under entire heated floor space in accordance with specifications RS-24.01 and RS-24.03.
- _____ 2. Insulate existing water connection lines (RS-24.10)
- _____ 3. Install insulated blanket on the water heater. Construct a pressure-treated lumber stand so the unit is at or above the finished floor level.
- _____ **SUBTOTAL**

FOUNDATION AND SUBFLOOR SYSTEM

- _____ 1. Repair and paint (RS-3.13) existing perimeter masonry wall complete. Point all masonry cracks prior to painting.
- _____ 2. Install two (2) crawlspace flood vents in existing perimeter masonry wall. (RS- 6.01-6.02)
- _____ 3. Replace dry stacked piers with a poured footing and mortared CMU's.
- _____ 4. Fill crawlspace with sand equal in height to exterior grade.
- _____ **SUBTOTAL**

PEST CONTROL (RS-7)

- _____ 1. Treat foundation/crawlspace for termites in accordance with RS-7.01.
- _____ **SUBTOTAL**

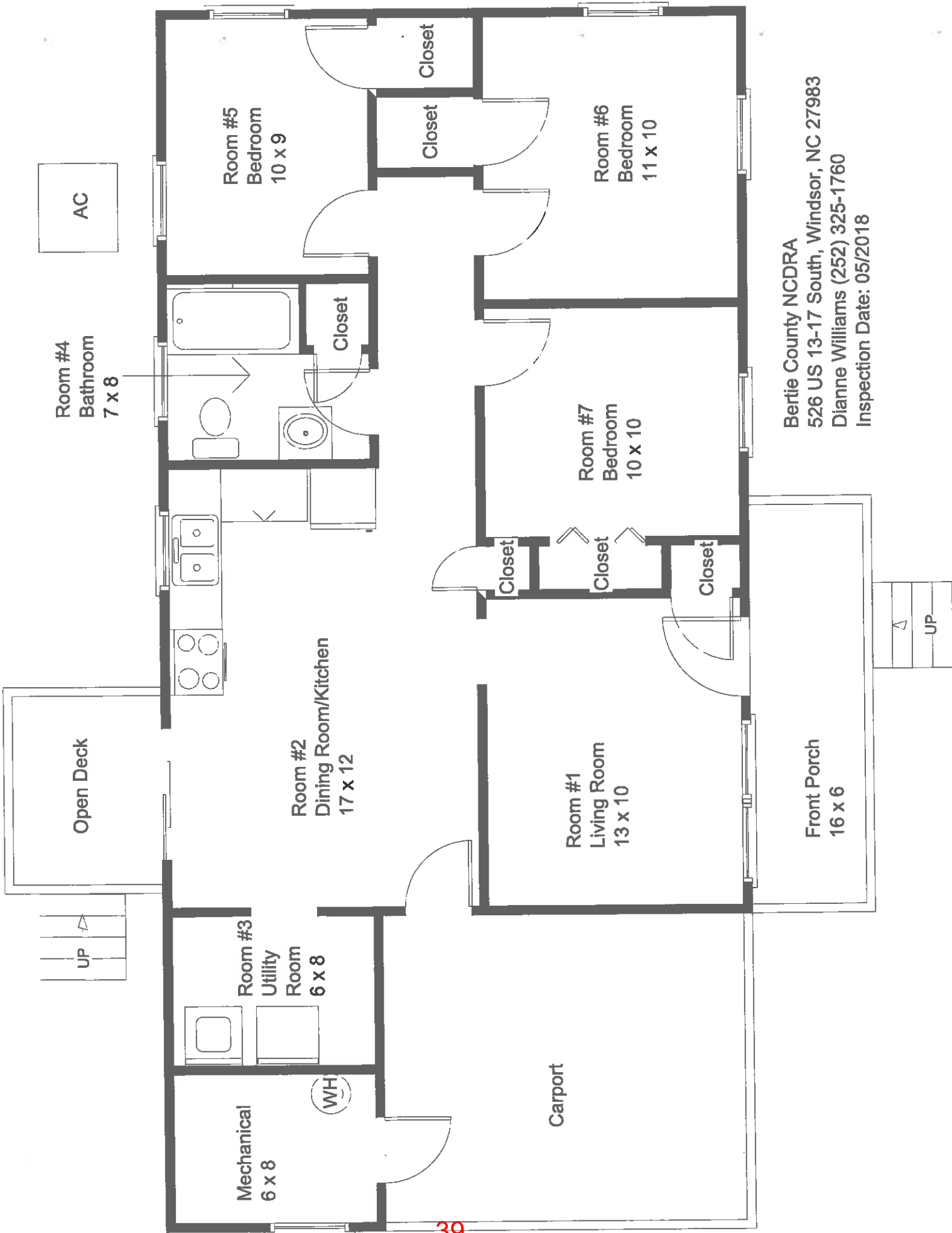
EXTERIOR WALLS (RS-11)

- _____ 1. Install new house street numbers.
- _____ **SUBTOTAL**

PORCHES

- _____ 1. Install new treated wood railings and handrails at front porch. (RS-20; RS-21)
- _____ **SUBTOTAL**

\$ _____ **GRAND TOTAL**



Bertie County NCDRA
 526 US 13-17 South, Windsor, NC 27983
 Dianne Williams (252) 325-1760
 Inspection Date: 05/2018

Contractor: _____

**Bertie County
North Carolina Disaster Recovery Act (NCDRA) Program**

**Rehabilitation/Elevation Scope of Work
(including General Scope of Elevation Work)**

**Edmond M. Pierce, Jr.
514 US Hwy 17 South, Windsor, NC 27983**



Contractor: _____

Bertie County
North Carolina Disaster Recovery Act (NCDRA) Program
Edmond M. Pierce, Jr. (252) 794-4100 or (252) 794-2570
514 US Hwy 17 South, Windsor, NC 27983
Inspection Date: 8/2018

INTERIOR REHABILITATION

Room # 1 - Living Room

1. Remove existing floor covering; secure subfloor.
2. Install new laminate flooring to match existing (Vintage Antique).

\$ _____ SUBTOTAL INTERIOR REHABILITATION

ELEVATION

All Elevation/Retrofitting work for this unit must be performed in strict accordance with the applicable sections of the General Scope of Elevation Work and the 2012 NC Residential Building Code, as revised.

ELEVATION HEIGHT: The main structure is to be elevated from the existing FFE to a **minimum post-elevation FFE of 3.0 feet above the existing floor level.** (No HVAC below Finished Floor.) Please note that the lowest portion of the entire living space (including all unheated storage and enclosed areas) is to be elevated to the minimum FFE shown above.

SPECIAL ELEVATION NOTES

1. **Access #1.** Front. Remove suspended slab porch floor and remove steps.
2. **Access #2.** Rear. Remove brick steps.
3. **Access #3.** Garage. Remove brick steps. Remove the 36" hinged door to the carport. Remove the header and brick above the door. Install new door header and reset the existing door. Finish both interior and exterior surfaces to match existing.
4. **Carport/Garage Elevation Notes:** Saw cut the carport and garage slab as needed to allow for new footing placement. Raise the carport roof with the house.

FOUNDATION NOTES:

1. Construct New Foundation 2'-0" wide x 12" thick continuous footing, three (3) #4 Longitudinally with 25" Lap, #4 @ 48" O.C. at bottom. #5 @ 32" O.C. minimum grout cells with reinforcement. Simpson MSTC40 or approved equal at 32" O/C. Nine (9) 16d x 3" long galvanized nails per strap.
2. **Garage Wall:** Install two (2) 2" x 10" nailed to exterior studs with four (4) 16d nails per stud. Install 3/4 x 18" long galvanized AB @ 24" O.C. and within 18" of corners and end walls with nuts and washers.
3. **Carport Support:** Remove the brick border wall at the exterior of the carport. Install pressure-treated 8" x 8" posts set in concrete and bolted to the existing header.

Contractor: _____

ACCESS NOTES

1. *Access #1. Front. Construct a new 4' x 13' pressure-treated wood front porch to include posts, framing, decking, railings, steps, handrails, and pickets.*
2. *Access #2. Rear. Construct a new 4' x 13' access to include posts, framing, decking, railings, steps, handrails, and pickets.*
3. *Access #3. Garage. Construct a new pressure-treated wood 5' x 20' access (adjoining carport access) with one set of steps to the garage floor, to include posts, framing, decking, railings, steps, handrails, and pickets.*

UTILITY RETROFITTING NOTES

1. Construct a treated wood platform for the HVAC compressor unit at BFE 1ft. elevation.
2. Provide access to the meter base as required by the electrical provider and building inspection office.

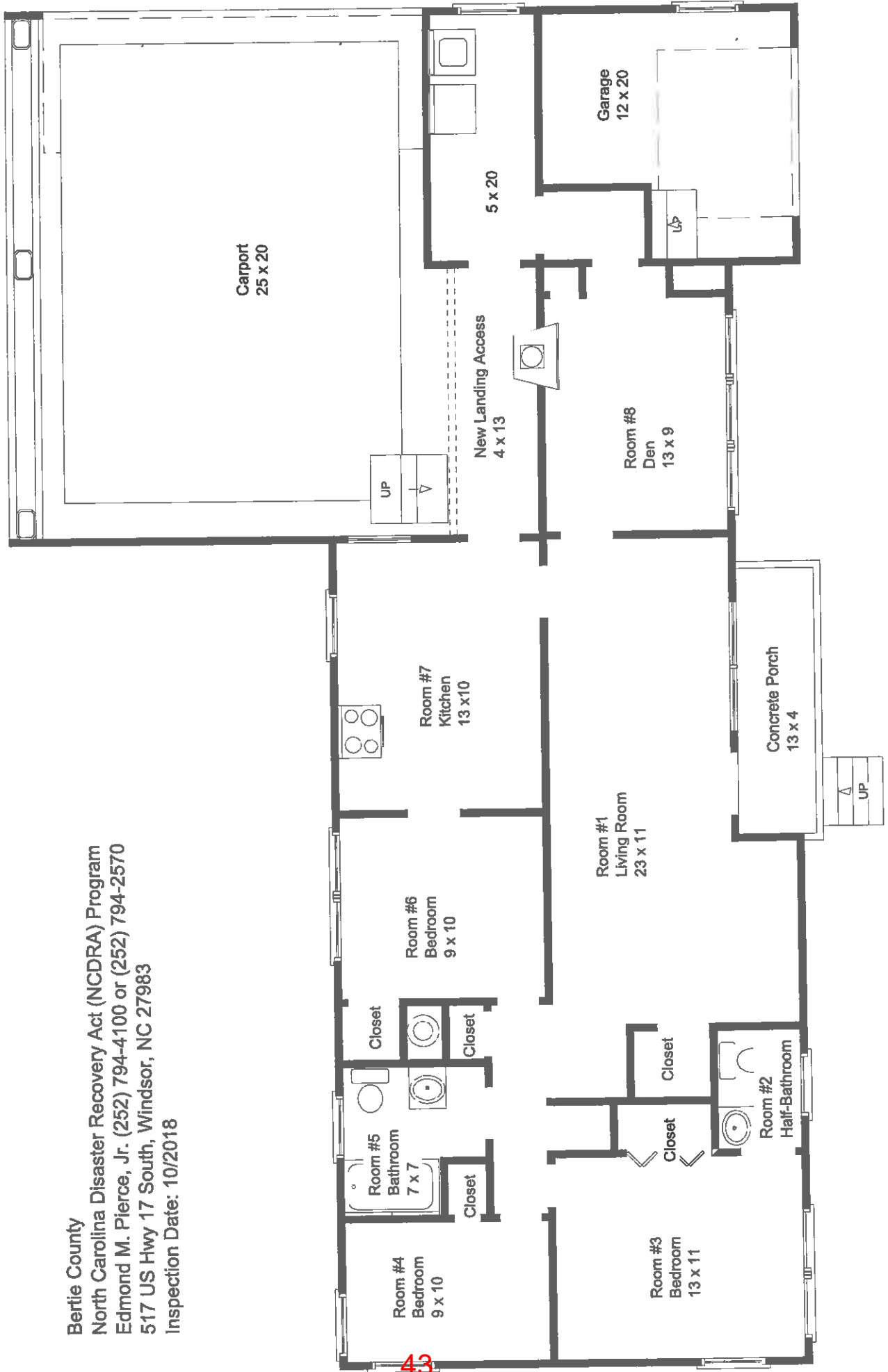
GARAGE/CARPORT POST-ELEVATION RETROFIT NOTES

1. Remove and store both pull down door and 36" hinged door prior to elevation. Construct a drop header at the garage door opening and install new framing above. Add sheathing, house wrap, and vinyl siding with all necessary trim to ensure a weather resistant finish. After elevation, reinstall both doors including all hardware.
2. Restore garage and carport slab.

\$ _____ SUBTOTAL ELEVATION

\$ _____ GRAND TOTAL

Bertie County
North Carolina Disaster Recovery Act (NCDRA) Program
Edmond M. Pierce, Jr. (252) 794-4100 or (252) 794-2570
517 US Hwy 17 South, Windsor, NC 27983
Inspection Date: 10/2018



General Scope of Elevation Work

(Revised July 2018)

GENERAL CONSTRUCTION INFORMATION

There are a number of publications concerning flood hazard mitigation in general, and elevation of structures in particular, available free of charge through the FEMA publications office. If the Contractor wants additional information concerning FEMA guidelines for hazard mitigation and elevation, he can contact FEMA via the telephone or Internet or by contacting the Project Engineer or Resident Inspector.

The Resident Inspector is:

Holland Consulting Planners, Inc.

310 West Main Street, Suite 204

Washington NC 27889

Telephone: (252) 946-0877

Fax: (910) 392-2839

E-mail: gmler@hcpplanning.com

As stated in the General Provisions, various items in the General Scope of Elevation Work refer to the 2012 NC State Residential Building Code. As indicated in the Elevation Contract, the 2012 NC State Residential Building Code and the General Scope of Elevation Work are incorporated into the Elevation Bid Documents by reference and will be considered to be the absolute reference for construction quality and detail by the Resident Inspector. Unless otherwise explicitly indicated on an Individual Unit Scope of Work and/or the Engineering Drawings, the General Scope of Elevation will be followed without variation. No verbal interpretations of the General Scope of Elevation Work will be made - changes in the General Scope of Elevation Work will be considered only if a signed Change Order documenting the changes is issued by the Resident Inspector. Additionally, all work included in the General Scope of Elevation Work will be performed in strict accordance with the 2012 NC State Residential Building Code as interpreted by local authority. If there is a conflict between the 2012 NC State Residential Building Code and the General Scope of Elevation Work/Engineering Drawings, the stricter requirement shall apply, unless the stricter requirement is waived in writing by the Resident Inspector or local Building Inspector.

The Program Administrator maintains a list of local and regional housemovers and other subcontractors required to complete a typical Contract for Elevation Work covered under this program. General contractors and housemovers are encouraged to develop working teams with local/regional subcontractors to allow expedient completion of all work items required.

Properly licensed subcontractors must perform all plumbing, electrical, and HVAC work required by the Scope of Elevation Work.

Local permitting/privilege license requirements are included in Section 13 of the "General Provisions."

A. SCOPE OF ELEVATION WORK

1 General Construction Guidelines

- 1.1** Prior to bid, contact the local Building Inspector or Project Engineer to verify permitting requirements, the wind zone requirements, soils restrictions, and any local regulations pertaining

to utilities and setback requirements. Have the Building Inspector inform you of any local restrictions that may be more restrictive than the State Building Code regarding the elevation of an existing dwelling. Obtain the necessary construction permits.

- 1.2 All work prescribed herein shall be performed in strict accordance with the 2012 NC State Residential Building Code as enforced by the local authority.
- 1.3 The bidder is advised that the units included in this bid package have been pre-inspected to assess the general feasibility for elevation and the general condition of the superstructure. **Repairs to the existing superstructure are not included in this General Scope of Elevation Work.** Structural repairs or upgrades may be required, and may be noted in the work write-up (individual unit bid form). However, undisclosed structural damage may exist, and the contractor should report any undisclosed structural damage immediately to the local Building Inspector or Resident Inspector.
- 1.4 Accessory structural work not noted in the Individual Unit Scope of Work, as well as any other additional work requested by the Resident Inspector and not included in this General Scope of Elevation Work, shall be performed as a Change Order in accordance with all General Provisions and in strict accordance with the 2012 NC State Residential Building Code as enforced by local authority.
- 1.5 The Contractor shall visit and examine the house prior to construction, and shall satisfy himself that the house can be successfully elevated; i.e., that the house can be safely elevated off the existing foundation, supported throughout the construction period, and lowered onto the new foundation system without compromising the structural integrity of the house or causing aesthetic or functional damage. **The Contractor shall rely solely upon his own assessment of the individual house in this regard. Neither the Project Engineer nor the Resident Inspector makes any representation whatsoever as to the ability of the Contractor to properly elevate and support the structure during retrofitting.**

If the Contractor has a concern related to structural integrity, he should inform the Resident Inspector and/or the Project Engineer in writing prior to the elevation or lowering and request an on-site meeting to review the scope of work and discuss his concerns.

- 1.6 To the best of his ability, the Contractor shall assist the Resident Inspector with documenting the pre-construction condition of the house, including all visible exterior and interior walls, floors, roofs, ceilings, doors, windows, cabinets, fixtures, etc. The documentation may include written descriptions, sketches, still photographs and/or videographic recordings, and shall document existing damage of all types found. The record shall clearly indicate the location, type, severity and size of the damage.
- 1.7 Special Note: The Contractor shall discuss the lifting plan on-site with the Resident Inspector prior to elevation, and shall exercise caution and due diligence in devising a lifting plan that will eliminate unnecessary damage to existing utilities, landscaping, site improvements, and existing exterior siding and trim. The Contractor shall also exercise caution and due diligence in the disconnection and storage of ductwork, HVAC systems, and water and sewer connection lines.

2 Elevation

2.1 General

- 2.1.1 Transport elevation equipment/materials to site, obtain permits, submit environmental protection plan and provide the Resident Inspector with a construction schedule, including any work to be performed by subcontractors. Schedule should ensure that work items are completed in accordance with project time line.
- 2.1.2 If necessary, obtain temporary construction access rights from the adjacent property owner prior to commencing work, and restore disturbed areas to preconstruction condition. (The Resident Inspector is available to assist the Contractor in obtaining temporary construction access.)

2.2 Landscaping

- 2.2.1 Clear and grub the areas adjacent to the structure, including removal of shrubs near the perimeter of the house, to allow access for demolition/elevation.
- 2.2.2 Perform pruning of adjacent trees as required to facilitate elevation work. Do not remove existing trees unless specifically outlined in Individual Unit Scope of Work.

2.3 Disconnection of Existing Utilities and Mechanical Systems

- 2.3.1 Disconnect and secure all electrical, telephone, natural gas and CATV/SATTV service lines to the house, including both overhead and underground electric lines to outbuildings, docks, yard lights, etc., as required to avoid damage during elevation procedures. Electric service to be disconnected as required by the local electric service provider.
- 2.3.2 Disconnect water and sewer service lines and protect from contamination during elevation procedures, as advised by local authority. **If existing connection lines are to be upgraded and/or reconnected instead of replaced, support service lines as unit is elevated. The Contractor is responsible for repair of damage to existing water and sewer connection lines due to improper support.**
- 2.3.3 Disconnect any existing oil or LP/natural gas tanks and remove to avoid damage during elevation procedures.
- 2.3.4 If existing HVAC ductwork is to be reinstalled following elevation, remove and store, or secure, all HVAC ductwork in crawl space as required to facilitate elevation work. Remove and store, or properly elevate and secure (until construction of new platform by Contractor), all exterior HVAC units. Disconnect and secure or store all other interior/exterior gas/oil/electric heating equipment as required to accommodate elevation. This work item includes draining and proper disposal of HVAC coolant and/or unstored fuel oil as required by local authority. Heating and cooling units should be handled to minimize

damage. Disconnection of refrigerant lines should be done with a tubing cutter to minimize metal filings.

- 2.3.5 If existing water and sewer connection lines are to be reinstalled or reconnected following elevation, remove and store, or secure, existing water and sewer connection lines and other piping/wiring within the crawlspace as necessary to accomplish elevation and construction of new foundation. Piping should be cut with a tubing cutter to minimize damage.
- 2.3.6 Secure or remove and store all window air conditioning units to eliminate damage during elevation.
- 2.3.7 Secure and disconnect water heater if necessary to accommodate elevation.
- 2.3.8 It is the **Contractor's** responsibility to ensure proper storage and protection of all HVAC equipment and ductwork and other disconnected utilities during the elevation process, if such HVAC equipment and utilities are to be reconnected and upgraded to meet local building code requirements.
- 2.3.9 It is the Contractor's responsibility to check and document the pre-elevation operating condition of all service connections to be impacted by the elevation process. If existing utilities are to be reconnected instead of replaced, it is the Contractor's responsibility to assure proper operation in accordance with the direction of the local Building Inspector, unless the Contractor has clearly documented that a service connection is non-operational, damaged, or non-Code-compliant prior to elevation. In such a case, the Owner will be responsible for the necessary service upgrade.
- 2.3.10 Flag and properly protect exterior propane tanks, water wells/pump houses, septic tanks, septic drainfield, and septic distribution box during the elevation process.

2.4 Excavation

Excavate existing topsoil and subsoil as required to provide access for jacking/elevation. Deposit in storage piles for later use. Provide appropriate erosion and sediment control for disturbed areas and stockpiles.

2.5 Demolition

2.5.1 Remove existing siding; structural sheathing; portions of floor/wall framing; brick, CMU, cast-in place concrete, metal, or timber piers; pilings; foundation walls; concrete footings; porch and deck foundations (as specified in the "Elevation" section of the Individual Unit Scope of Work); and debris to the extent required to allow elevation of the house. **Unless outlined in the Individual Unit Scope of Work or otherwise approved by the Project Engineer and stipulated by Change Order, existing concrete footers and slabs will be abandoned and will not be used for supplemental support.**

2.5.2 Legally dispose of all demolition material off-site.

2.6 Elevation

- 2.6.1** Elevate the main structure and all masonry chimneys and attached porches, decks, carports, and garages to the post-elevation height indicated on the "Elevation" section of the Individual Unit Scope of Work for the specific residence, with noted exceptions/additions. **Special Note:** The Individual Unit Scope of Work specifies the final post-elevation finished floor elevation for the main structure. Title 44 of the Code of Federal Regulations, Section 60.3, and the 2012 NC State Residential Building Code require that all mechanical, electrical, plumbing, and other service equipment be installed above the design (base) flood elevation. The Contractor is responsible for ensuring that the proposed elevation height is sufficient to ensure compliance with those requirements and that Section C of the Final Elevation Certificate indicates that all existing and new mechanicals and utilities are located above Base Flood Elevation. If the proposed elevation height will not allow compliance with those requirements, the contractor(s) should advise the Resident Inspector and execute a change order to provide an appropriate finished floor elevation.
- 2.6.2** It shall be the Contractor's sole responsibility to select the means and methods to be used in elevating the structure and to design, furnish, and install the lifting system including all necessary hardware, beams, supports, bracing, temporary framing, etc., necessary to safely elevate the house off of its existing foundation, support the house in an elevated position during construction, and lower the house onto its new foundation system.
- 2.6.3** The Contractor shall coordinate the design of the lifting system to assure efficient and adequate design and construction sequencing of the new foundation system. The Elevation Contractor shall be responsible for informing the Foundation and Retrofitting Contractor of any modifications to the new foundation system that he may propose to facilitate his intended lifting system. The Elevation Contractor should bid each slab-on-grade unit assuming that the elevation method proposed or drawings referred to on the Individual Unit Scope of Work will be utilized. If the Elevation Contractor recommends an alternative to the elevation method proposed for bid of slab-on-grade units, he must closely coordinate his alternative proposal with the foundation and retrofitting contractor due to the obvious impact an alternative elevation method will have on foundation/floor framing costs. Any such changes in proposed elevation/foundation method must be approved by Change Order.
- 2.6.4** The lifting and support system shall provide sufficient vertical and lateral support and bracing to safely support and maintain the structural integrity of the house during all phases of the work, until such time as the new foundation is complete in all respects and the house is fully attached thereto. **The Contractor assumes sole responsibility for verifying that the elevated structure can be properly lowered and attached to the new foundation without structural damage.** If the Contractor has concerns about the integrity of the new foundation or subflooring system, he should contact the Resident Inspector and/or the Project Engineer immediately to discuss his concerns.
- 2.6.5** Following notification from the Foundation and Retrofitting Contractor, and within the time frame specified in the agreed project performance schedule, the Elevation Contractor shall

lower the house to the new foundation. The Elevation Contractor shall remove all lifting beams and cribbage to minimize damage to the finished foundation, floor framing, and superstructure. The Elevation Contractor shall work with the Foundation and Retrofitting Contractor to ensure that the house is properly seated and level on the new foundation. The Elevation Contractor will then remove all lifting equipment, hardware, beams, supports, etc., for the work site.

- 2.6.6** Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud that is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities that are salvageable shall be stored within the Contractor's designated storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

3 Construction of New Foundation

3.1 General

- 3.1.1** For a unit requiring detachment from the existing slab prior to elevation, the Contractor's bid for that unit shall include the cost of removal of all existing floor finish materials, regardless of whether or not the existing slab is demolished.

- 3.1.2** **The Contractor is requested to contact the Resident Inspector prior to layout of the new foundation for slab-on-grade units, to ensure that the pier spacings illustrated on the unit-specific drawings are adequate for support. The Contractor is responsible for installation of the structural wood flooring and for installation of specified floor finishes.** Any additional structural support deemed necessary by the Project Engineer or local Building Inspector during construction of the new foundation/floor system when an existing slab is detached must be approved by Change Order.

- 3.1.3** The Contractor shall notify the Resident Inspector as soon as the house is elevated and secure, and prior to commencement of work on the new foundation, he shall request the Resident Inspector to examine the existing floor framing system. The Resident Inspector will examine the dimensions, member sizes, and spacing and general condition of the existing floor framing system. The Resident Inspector will then consult with the Project Engineer and/or the local Building Inspector concerning any visible damage and any necessary structural modifications to ensure compliance with the 2012 NC State Residential Building Code.

The Contractor has total responsibility for the means and methods used in performing the foundation and retrofitting work, and the local Building Inspector is responsible for verifying compliance with the 2012 NC State Residential Building Code.

- 3.1.4** Arrange for temporary electrical service (Contractor's option at his sole expense).

- 3.1.5** Transport equipment/materials to site, obtain permits, submit environmental protection plan (with assistance from the Resident Inspector), devise work plan, and arrange/schedule subcontract work.
- 3.1.6** **Site Safety:** Within 24 hours following the elevation of each unit, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange-colored, high density polyethylene grid or approved equal, a minimum of 42" high, supported and tightly secured to posts located on maximum 10' centers, constructed at the approved location. The safety fencing shall be properly maintained by the Contractor during the life of the work at each site and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site. **The requirement for safety fencing shall be waived only by written Change Order.**
- 3.1.7** Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud that is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities that are salvageable shall be stored within the Contractor's designated storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.
- 3.1.8** **General Retrofitting Note:** As noted in Section 1.7, the Contractor should perform a pre-elevation site visit and follow-up visits with the Elevation Contractor and the Resident Inspector to review the lifting plan and the pre- and post-elevation condition of the existing utilities, landscaping, exterior trim/brick veneer, exterior and interior door and windows, gutters/downspouts, etc. The Foundation and Retrofitting Contractor should work with the Elevation Contractor to define ways to minimize damage during the elevation process, **because the prime requirement of the retrofitting process, as further defined herein within individual specifications, is that all exterior trim/siding, interior/exterior doors, windows, utilities, gutters/downspouts, garage slabs, and driveways/sidewalks be restored to pre-elevation condition operating order prior to issuance of a certificate of compliance.** In some cases, this effort may require significant reconstruction of existing connection/supply/discharge lines, site improvements, and woodwork.

3.2 Demolition

Legally dispose of all demolition materials off site.

3.3 New Footings

Excavate, install form work as required by site conditions, and place reinforcement and concrete footings for new porch/deck framing/masonry walls (as specified) and **concrete pads for new access stairs** as specified in the Engineering Drawings. This work shall also be performed in strict accordance with the requirements of the 2012 NC State Residential Building Code, as enforced by local authority. The stricter standard (Engineering Drawings or 2012 NC State Residential Building Code as interpreted by local authority) shall apply.

3.4 New Foundation Walls and Piers

- 3.4.1** For units with exterior siding, installation of new perimeter foundation wall includes installation of a treated or durable wood, vinyl, or other approved skirting board/strip to cover the new mud sills, painted or finished to provide an appropriate match to the existing siding material.
- 3.4.2** The Contractor is advised that he assumes primary responsibility for ensuring that the elevated superstructure is properly bonded to the new superstructure, including all necessary shimming, floor framing modifications, tie-downs, strapping, etc., required to ensure the full structural integrity fo the interface between the finished foundation and floor framing system. The Elevation Contractor is responsible for properly lowering the house and removing cribbing and lifting beams to minimize damage.
- 3.4.3** Lay masonry units with full mortar coverage on all horizontal and vertical joints. All exposed joints shall be tooled concave. Clean masonry as work progresses.

3.5 Termite Treatment

Treat the elevated substructure for termites. A certified structural pest control contractor shall perform this work item, and a three-year written warranty against infestations or reinfestations of the elevated structure by subterranean termites shall be provided to the homeowner.

3.6 Floor Framing System

- 3.6.1** If the Individual Unit Scope of Work calls for construction of a new floor system when the superstructure is detached from an existing slab, the new floor system shall be constructed in accordance with the engineering drawings referenced in the Individual Unit Scope of Work, and the 2012 NC State Residential Building Code, including construction of the structural flooring, **New Floor Coverings (See Section 6 of this General Scope of Elevation Work)**, and reconstruction of all plumbing and mechanical fixtures removed prior to elevation.
- 3.6.2** After the Contractor has lowered the house onto the new foundation system, provide and install hardware to anchor the existing or new floor system to the new foundation as indicated on the Engineering Drawings and in accordance with the 2012 NC State Residential Building Code.
- 3.6.3** Access doors must be constructed of at least 2" x 6" pressure-treated framing and 3/4" thick pressure-treated plywood, including pressure-treated door stops around entire perimeter, T-strap hinges, and a latch capable of being secured with a padlock. Access opening shall be a maximum allowable 36" in area, unless otherwise approved prior to installation due to clearance limitations. Do not paint access door unless non-treated wooden door is approved by the HCP Resident Inspector.

3.7 Landscape Features

Grade, mulch, and seed all areas of the entire property disturbed by the elevation/construction activity. Place approved non-structural fill material to ensure positive drainage under home and away from the perimeter of the elevated structure as specified by Engineering Drawings. Eliminate any new ponding around driveways, porches, and walkways caused by elevation activity.

3.8 Miscellaneous Repairs

3.8.1 Perform all carpentry work in accordance with the 2012 NC State Residential Building Code.

3.8.2 Restore all driveways, sidewalks, carport slabs, garage slabs, and patio/deck slabs to preconstruction condition unless demolition is specified on the individual unit bid form.

3.8.3 Replace or repair any CMU walls, siding, trim, or other structural/non-structural woodwork damaged during the elevation/construction process, and finish to match existing woodwork as best as possible.

3.8.4 All exterior and interior doors and windows are to be planed, shimmed, and repaired as necessary to restore them to pre-elevation operating condition.

3.8.5 Restore existing gutters, downspouts, and awnings to pre-elevation condition, and extend downspouts to proper length with appropriate turnout. The homeowner shall provide splash boards or other desired extensions at ground level.

3.9 Insulation

Install floor insulation to **provide an R-19 rating factor** under entire heated floor area and secure with tiger teeth or another approved method to ensure uniform support throughout floor area.

4 Utility Retrofitting

4.1 Provide all necessary labor, materials, tools, and equipment to extend and reconnect pre-elevation utility services to the elevated structure in accordance with appropriate local residential construction standards, including electrical; telephone; TV antenna; CATV/SATTV; above ground and underground connections to outbuildings, docks, yard lights, etc.; natural gas; water; and sanitary sewer. Coordinate all required inspections and utility company/department work, and pay all associated fees and charges. **It is the Contractor's financial responsibility for reimbursement of any third-party expenses incurred by the Owner for relocation of existing utilities such as natural gas tanks or cable television/telephone service, or fees for water/sewer disconnects/reconnects.**

4.2 Contact the local Building Inspector and/or electrical service provider prior to relocation of the existing electrical meter and weatherhead, and relocate/retrofit as required by local authority. Electrical panels shall only be relocated if specified in the Individual Unit Scope of Work.

- 4.3 **Reconnect or replace all pre-existing water/sewer/gas piping and wiring within the crawlspace that was disturbed by the elevation work and restore proper pre-elevation working order to all pre-existing plumbing and electrical fixtures. Special Note: It is the responsibility of the Contractor to ensure that all reconnected and new plumbing connection and service lines and electrical wiring located in the finished crawlspace or otherwise damaged or disconnected as a result of the elevation process meet the requirements of, and are installed in accordance with, the CURRENT STANDARDS of the NC Residential Building Code and function properly without vibration, water hammer, leaking, backup, or potential hazard to the occupant.**
- 4.4 **Reconnect or replace all existing HVAC equipment/ductwork that was disturbed by the elevation work and restore proper pre-elevation working order in accordance with CURRENT STANDARDS of the NC Residential Building Code. Note: This item of work includes elevation of any existing outdoor HVAC equipment to an elevation consistent with new construction requirements of the local Building Inspector (minimum one foot of freeboard above BFE). This item of work also includes elevation/proper support of window air conditioning units that were supported on the house exterior prior to elevation.**
- 4.5 **Reconnect/extend service lines to any existing oil or LP/natural gas tanks that were disturbed by the elevation work and restore to pre-elevation working order.**
- 4.6 **Service water heater as required to restore proper pre-elevation working order.**
- 4.7 **Service space heating/cooling equipment that was disturbed by the elevation work and restore to pre-elevation working order.**
- 4.8 **Remove any temporary electrical service.**
- 4.9 **Prior to restoring electrical service to the dwelling, the Contractor shall back-feed the dwelling unit off an electrical generator to ensure that each circuit is in proper working order.**
- 4.10 **Refer to Section 2.3.9 concerning documentation of substandard service connections prior to elevation.**

5 Access Retrofitting

- 5.1 **Following elevation and preparation of footings as noted under Section 3.3, construct new wood framing or masonry support and decking systems to replace existing porches and decks in accordance with the Individual Unit Bid Form and the Engineering Drawings, in compliance with the 2012 NC State Residential Building Code.**
- 5.2 **Following elevation and preparation of concrete landing pads as noted under Section 3.3, construct new stairs and railings at reconstructed post-elevation accessways in accordance with the 2012 NC State Residential Building Code and any specific requirements outlined in the Individual Unit Scope of Work and Engineering Drawings.**
- 5.3 **All wood components of new access railings, steps, and decks are to be pressure-treated wood.**

- 5.4 Replacement steps for existing porches or decks that are elevated with the main structure are to be the same width as the pre-existing steps unless otherwise noted on the Individual Unit Scope of Work.

6 Floor Coverings/Fixture Re-Installation (Slab-on-Grade Units)

- 6.1 **New Vinyl Floor Covering:** Where specified on the Individual Unit Scope of Work, new vinyl floor covering shall be FHA-approved, equivalent to or better quality than the no-wax "Epic" or "Toughguard Initiator" series manufactured by Armstrong with a minimum thickness of .065" of printed construction. Vinyl floor covering shall have a mildew resistant rearguard protection and shall be scuff resistant. **Note:** A manufacturer's warranty and specification sheet is required to be turned in to the Resident Inspector along with all other project warranties prior to close-out. Prior to installation of new vinyl floor covering, install new wood or composite 4" baseboard. Following installation, install new composite or wood 3/4" shoe moldings (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Thoroughly clean floor to remove any adhesive, manufacturer's marks, scuff marks, and dirt.
- 6.2 **New Carpet:** Where specified on the Individual Unit Scope of Work, new carpeting shall be installed by an approved professional installer in accordance with manufacturer's instructions. Carpet shall be FHA-approved 28 oz. nylon with a stain guard protection, shall carry a minimum of a 10-year warranty, and shall be installed with the appropriate pad; minimum thickness of carpet pad shall be 3/8". **Note:** A manufacturer's warranty and specification sheet is required to be turned into the Resident Inspector along with all other project warranties prior to close-out. Pattern and color shall be selected by the Owner from among four samples. Selection shall be limited to a maximum of two color choices per dwelling. Installation of carpet shall include installation in closets unless otherwise specified. Prior to installation of new carpet, install new 4" composite or wood baseboard (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Vacuum/clean new carpet to remove dirt and debris.
- 6.3 **New Laminate Flooring:** Where specified on the Individual Unit Scope of Work, new laminate flooring shall be installed in accordance with the manufacturer's instructions and shall be equivalent to the "Swiftlock" laminate floor manufactured by Armstrong. Installation includes underlayment pad. The Contractor shall provide the Resident Inspector with the manufacturer's specification sheet and installation instructions prior to installation of laminate flooring systems. Prior to installation of new laminate floor covering, install new wood or composite 4" baseboard. Following installation, install new composite or wood 3/4" shoe moldings (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Thoroughly clean floor to remove any adhesive, manufacturer's marks, scuff marks, and dirt.
- 6.4 **New Ceramic Tile Floor Covering:** Where specified on the individual Unit Scope of Work, provide new ceramic or porcelain tile covering meeting ANSI A137.1 for standard grade tile. Provide Daltile, or approved equal, ceramic or porcelain tile that closely matches the existing tile type, size, thickness, and color/texture of the existing tile in the applicable room(s) or areas where tile

currently exists. For bidding purposes, assume tile series to equal or exceed Daltile Ceramic Tile - Brancacci Floor Series or Daltile Porcelain Tile - Fidenza Series.

Installation: Tile installation shall comply with the Tile Council of North America (TCNA) Tile Installation Handbook for tile placed on a double layer of exterior grade plywood. In Bathrooms, Kitchens, and Utility Rooms (areas subject to frequent or periodic wetting), provide ½" thick cementitious backer units for use as tile substrate instead of the upper layer of plywood substrate. OSB floor sheathing is not permitted as sheathing or substrate in any of these areas.

Substrate: See detail S-14 on sheet D-3 for floor sheathing and subflooring size and placement requirements.

Membrane Materials: As dictated by Manufacturer and/or TCNA Tile Installation Handbook for type tile and location placed.

Shower Pans: Provide shower pans or approved membranes where applicable.

Marble Thresholds: Install marble thresholds where indicated, in a manner similar to that of the ceramic tile floor. Provide thresholds full width of the opening. Install head joints at ends not exceeding 1/4 inch in width and grouted full.

Provide expansion joints in floor expanses greater than 20 feet.

Prior to installation of new ceramic tile, install new wood or composite 4" baseboard. Following installation, install new composite or wood 3/4" shoe moldings (wood shall be painted or varnished prior to installation). Miter and cope all corners and joints. Reinstall any plumbing fixtures removed prior to elevation. Thoroughly clean tile floor to remove any adhesive, manufacturer's marks, scuff marks, and dirt.

Prior to purchasing tile, submit specification sheet and, if requested, a color chart to Resident Inspector for approval. A manufacturer's warranty and specification sheet is required to be turned in to the Resident Inspector along with all other project warranties prior to close out.

7 Post-Elevation

- 7.1 Prior to a request for a Certificate of Compliance, the Contractor, at his sole expense, shall provide the Resident Inspector with a post-elevation elevation certificate in a format acceptable to the local Building Inspector.**

END OF GENERAL SCOPE OF ELEVATION WORK

BID FORMS

(Submit the following three (3) forms, completed and signed where indicated, as well as itemized bids and certificates of insurance, in a sealed envelope, prior to bid opening time.)

- **Bid Proposal to Bertie County**
- **Bid Proposal Summary (with Itemized Bid Summaries attached)**
- **Contractors Bid Qualification Form (with Credit Report attached)**

**BERTIE COUNTY NORTH CAROLINA DISASTER RECOVERY ACT (NCDRA) PROGRAM
BID PROPOSAL**

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, and that no county official, no county employee, no person who was an official or employee of the county within one year prior to execution of this bid, and no immediate family member of any such person will be admitted to any share or part of the contract or any benefit that may arise therefrom if the contract is awarded to this company.

It is distinctly understood that the county reserves the right to reject any and all bids or to waive any and all informalities therein should it deem it to be in the best interest of the county and/or owner, as outlined in the county's formal contract award policy.

It is understood that a lump-sum bid and/or the scope of work for a specific dwelling unit may be negotiated by the county and the low responsible bidder prior to contract execution, to meet program grant limits, or to meet estimate limits, and that contract awards may be made contingent upon such negotiation.

If this bid is not accepted with a formal contract award within 60 days after the public opening, it shall be deemed rejected.

The undersigned bidder guarantees the lump-sum bid for each unit quoted herein against any increase for 120 days following the bid opening, and agrees to execute contracts for all awarded units within 120 days following the public opening. If contracts for awarded dwelling units are not executed within 120 days following the public opening, the awards for those units may be rescinded. It is understood that negotiated bids shall be subject to these same contract execution limits, that is, if contracts are not negotiated, awarded and executed within 120 days following the public opening, the awards for those units may be rescinded.

Firm Name

Officer's Signature

Street Address

Date: _____

Town/State/Zip Code

**BERTIE COUNTY NORTH CAROLINA DISASTER RECOVERY ACT (NCDRA) PROGRAM
 BID PROPOSAL SUMMARY**

The undersigned hereby declares that he has carefully examined the Construction Specifications in the Contractor's Handbook and the Work Write-Ups, and will provide all materials and equipment and perform all work in accordance with the Rehabilitation Specifications, the Work Write-Ups, and the requirements under them for the following sum to wit:

<u>Dwelling Units</u>	<u>Bid</u>	<u>Discount</u>
Rehabilitation Unit:		
Williams - 526 US Hwy 13-17 South, Windsor, NC	\$	\$
Rehabilitation & Elevation Unit:		
Pierce - 514 US Hwy 17 South, Windsor, NC	\$	\$

The bidder understands and agrees to the following conditions:

1. If there is a discrepancy between the lump-sum bid quoted above and the line item bid attached to this proposal, the county reserves the right to reject the bid or negotiate the contract amount based on the line item bid.
2. In the event of a tie for the lowest bid, the county will award the contract to the bidder submitting the highest discount.
3. It is understood that contracts will be individually awarded per dwelling unit.
4. The bidder understands that he may not submit a bid proposal exceeding \$30,000 for any of the units listed above unless he is licensed as a general contractor in the state of NC as specified by NCGS 87-1.

**ATTACH ITEMIZED
 UNIT BID
 SUMMARIES TO
 THIS FORM!!!**

 Signature

 Date

BERTIE COUNTY NORTH CAROLINA DISASTER RECOVERY ACT (NCDRA) PROGRAM
CONTRACTOR BID QUALIFICATION FORM
 (Submit only with first bid for each new Rehabilitation Program)

A. Name of Firm _____
 Federal ID # and/or Social Security # _____
 Name of Principal _____
 Mailing Address _____
 Business Phone _____ Alternate Phone _____

- | | |
|---|--|
| <p>1. NC General Contractor _____
 Address _____</p> <p>2. EPA Lead Abatement Contractor _____
 Address _____</p> <p>3. Asbestos Abatement Contractor _____
 Address _____</p> <p>4. Material Supplier _____
 Address _____</p> <p>5. Material Supplier (2) _____
 Address _____</p> <p>6. Plumbing Subcontractor _____
 Address _____</p> <p>7. Electrical Subcontractor _____
 Address _____</p> <p>8. Exterminator _____
 Address _____</p> <p>9. Other Subcontractor _____
 Address _____</p> | <p>NC License # _____
 Telephone _____</p> <p>NC License # _____
 Telephone _____</p> <p>NC License # _____
 Telephone _____</p> <p>Telephone _____</p> <p>Telephone _____</p> <p>NC License # _____
 Telephone _____</p> <p>NC License # _____
 Telephone _____</p> <p>NC License # _____
 Telephone _____</p> <p>NC License # _____
 Telephone _____</p> |
|---|--|

B. Name and Telephone Number of Your Business Insurance Provider:
 _____ Telephone _____

- C. List Three (3) Homebuilding or Housing Rehabilitation References:**
- | | |
|---|--|
| <p>1. Name _____
 Address _____</p> <p>2. Name _____
 Address _____</p> <p>3. Name _____
 Address _____</p> | <p>Telephone _____</p> <p>Telephone _____</p> <p>Telephone _____</p> |
|---|--|

D. SUBMIT A CREDIT REPORT WITH THIS FORM.

If you would like to obtain a copy of your credit report, you can do so by calling the Equifax Information Service Center at **1-800-685-1111** or on-line at <http://www.equifax.com>. You can also make your request in writing to Equifax at:

Equifax Credit Information
Post Office Box 105873
Atlanta, Georgia 30348

When making your request in writing, please include your full name, current address, social security number, and date of birth.

You may also request a copy of your credit report from the following agencies:

Experian
Post Office Box 2104
Allen, TX 75013-2104
1-888-397-3742
www.experian.com

Trans Union
Post Office Box 390
Springfield, PA 19064-0390
1-800-888-4213
www.transunion.com

**SUBMIT A CERTIFICATE OF GENERAL LIABILITY
AND AUTOMOBILE LIABILITY INSURANCE
WITH YOUR BID!!**

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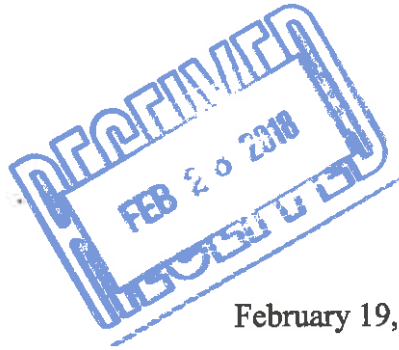


North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director



February 19, 2018

To: State DRA 17 Grantees:
From: Michele Grant, Senior Advisor CDBG-DR *MGrant*
RE: Executed Memorandum of Agreement Disaster Recovery Funds 17

Enclosed please find an executed Memorandum of Agreement (MOA) for the State Disaster Recovery (State funded DRA 17 funds for your county. This copy is for your files.

The Division of Emergency Management has assigned Joyce Holley, Hazard Mitigation Specialist to be the primary point of contact for this program. Joyce brings a wealth of experience and will be an excellent resource person. You may reach her at (919) 825-2323 (office) (919) 602-8765 (cell). Her email address is Joyce.Holley@ncdps.gov.

Our next step is to schedule a start-up meeting to specifically go over the program guidelines and operational procedures so that we can begin moving your program activities to the next phase. We will send out information about these meetings by February 27, 2018.

Please remember to provide your grant number in any correspondence.

We look forward to working with you.

Cc: Nick Burk
Joyce Holley

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236
www.ncdps.gov
www.readync.org



OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

BERTIE COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# DRA2017

DPS Fund Code: # 2X040050-5369DR00817

MOA Amount: \$1,000,000

MOA Period of Performance: December 1, 2017 – December 1, 2020

Tax ID/EIN#: 56-6000276

DUNS #: 03284874

This Memorandum of Agreement ("MOA") is made this 1ST day of December (which date shall be referred to herein as the "Effective Date"), by and between BERTIE COUNTY, and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT ("DEM");

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including Bertie County with record breaking rainfall that created 1,000 year flood events that devastated the people, infrastructure, businesses, and schools of entire communities; and

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the county were damaged by floodwaters associated with the severe weather associated with Hurricane Matthew (hereinafter collectively referred to as the "storm survivors"); and

WHEREAS, on October 9, 2016, an expedited major disaster declaration from the President of the United States, was granted on October 10, 2016 as FEMA-4285-DR-NC, allowing North Carolina to receive federal aid in the form of individual and public assistance for citizens and local governments; and

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236

OFFICE
1636 Gold Star
Raleigh, NC 27607-



LOCATION:
Drive
3371

Telephone: (919) 825-2500
www.readync.org

www.ncdps.gov

Fax: (919) 825-2685

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-214) requiring the DEM to develop, implement and fund disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew, and Tropical Storms Julia and Hermine; and

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119) allows funding for DEM to provide for funding for storm victims, and provides insurance subsidies to individuals affected by Hurricane Matthew, and Tropical Storms Julia and Hermine; and

WHEREAS, pursuant to Executive Order No.120, dated December 9, 2016, and the applicable statutes cited therein, and subject to the terms and conditions of this MOA, DEM will provide a grant to the county for the purpose of providing individual assistance as provided under N.C.G.S § 166A-19.41(d)(3) to eligible storm survivors.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Department and the County agree as follows:

I. SCOPE OF SERVICES: The Disaster Recovery Act of 2017 (DRA 17) funds allocated in Section 1(1)(a) of Session Law 2017-119, is to provide for programs targeted toward low and moderate income owner occupied households, therefore all activities must benefit persons with incomes at or below 80% of the area median income. Owner properties that are designated as real property whether stick built, manufactured after 1978 or modular housing may be rehabilitated in this program. Although rehabilitation is the primary objective for funding, if the county determines that rehabilitation is not feasible then clearance and relocation is an option. The funding cap per activity is \$53,000 per structure with the exception of manufactured homes.

Citizen participation and meetings on the use of these dollars should be held to provide input and feedback on the County's participation in the program. Applicants should document in their applicants that they are following a citizen participation plan that provides for access to information and participation in program activities. This process should include how citizens are involved from the planning phase through the implementation period and at the close-out of the grant.

Disaster Housing Recovery Assistance will be allowed for the programs and implementation guidelines in Attachment A to this MOA.

II. COMPENSATION: NCEM will provide the County with One million dollars (\$1,000,000) under this MOA. The entirety of the MOA Amount is a grant to the County by NCEM. The County will submit monthly reports to document the use of the funds expended in the prior three-month period, provided that documentation for the use of all funds under this MOA must be submitted no later than January 31, 2018.

III. REIMBURSEMENT: All cost must be verified through receipts and other documents and incurred prior to October 8, 2017. Payment shall be submitted to the county after receipt of

completed and documented invoices, three (3) days after receipt of invoices. Invoices shall be submitted to the following address or electronically submitted to the North Carolina Department of Public Safety/Division of Emergency Management.

IV. CLAW-BACK: Reserves the right to de-obligate any remaining award funds after this agreement's expiration date, or before the expiration date of this agreement should the sub-grantee violate the terms of this agreement or should it become apparent that the sub-grantee will not be able to expend the funds prior to the expiration date of this agreement. Before taking action, the Grantee will provide the Sub-grantee reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

V. REGULATION: The funds awarded under this must be used in compliance with all applicable state and federal laws governing their use to include compliance with North Carolina General Statutes §§ 143C-6-22, 143C-6-23, and 09 NCAC 03M. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.

VI. TAXES: The County shall be responsible for all taxes.

VII. WARRANTY: The County will hold the NCEM harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

VIII. POINTS OF CONTACT: To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be Director, Michael A. Sprayberry or his designee.

IX. PUBLIC RECORD ACCESS: This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

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

XI. ANTITRUST LAWS: This Agreement is entered into in compliance with all State and Federal antitrust laws.

XII. E-Verify Requirements --If this agreement is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

XIII. Iran Divestment Act Certification -- Each party to this agreement certifies for itself that as of the date that this agreement is entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during the term of this agreement or to utilize on this agreement any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification paragraph, "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

XIV. OTHER PROVISIONS/SEVERABILITY: Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the County .If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

XV. COMPLIANCE: The County shall be wholly responsible for the financings to be made under this MOA and for the supervision of its employees and assistants. The County shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

XVI. ENTIRE AGREEMENT: This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

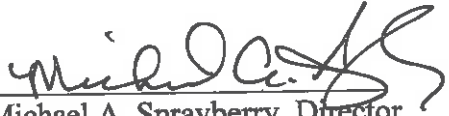
XVII. MODIFICATION: This Agreement may be amended only by written amendments duly executed by NCEM and the County.

XVIII. TERMINATION: The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2020. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement.


XVIX. EXECUTION AND EFFECTIVE DATE: This agreement shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the County , to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective December 1, 2017. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

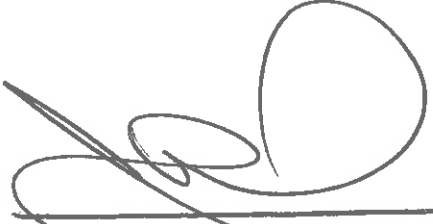
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[Signatures on following pages]


IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of, 2017.



Michael A. Sprayberry, Director
North Carolina Emergency Management

✓ 
Bertie County
County Manager


Erik Hooks
Secretary
North Carolina Department of Public Safety


John Traut
Chairman
11-29-17


Will Polk, Assistant General Counsel
Reviewed for the Department Of Public Safety, by William Polk, DPS Assistant General Counsel


James J. Cherokee, Controller
North Carolina Department of Public Safety

ATTACHMENT A

PROGRAM GUIDELINES DRA-2017 DISASTER HOUSING GUIDELINES

Single-Family Homeowner Rehabilitation: up to \$53,000 per applicant for homes with damages totaling less than 51% of its pre-disaster value; additional \$50,000 available on a case-by-case basis due to a home within the 100-year damage plain having repairs exceeding the 50% substantial damage rule thus requiring the home to be elevated as part of the rehabilitation.

Single-Family Homeowner Reconstruction: up to \$105,000 per applicant to rebuild homes with damages totaling 51% or more of the homes pre-disaster value, when all other options have been exhausted including when a structure is technically unfeasible to elevate.

Housing Repair Reimbursement: up to \$60,000 to reimburse homeowners for out-of-pocket expenses to clean and repair their homes following the disaster prior to applying to the Homeowner Recovery Program. The reimbursement of out-of-pocket funds will be paid to homeowners who have disaster related receipts for repairs verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations to address disaster repairs. These costs are only reimbursable if expended within one year of the disaster incident (October 8, 2017).

To exercise the reimbursement option, owners must stop making repairs to their homes while an inspection and site specific environmental review are completed. Owners must comply with all Program requirements, and if there are building code or life-safety issues to be addressed, the owner must commit to completion of the remaining work through other Housing Recovery programs. Costs must be shown to reasonable and necessary as allowed by the program and verified by inspection. All reimbursements will be in the form of grants to the homeowner.

Manufactured Home Repair: Up to \$15,000 per applicant for homes with damages equal to or less than 50% of its pre-disaster value. The Manufactured Home must have a minimum unmet need of at least \$1,000. It must be determined through the inspection that after repairs the home will meet HUD's requirements for decent, safe, and sanitary.

Manufactured Home Replacement: up to \$60,000 per applicant for Manufactured Home replacement when damages total 50% or more of the pre-disaster value of the home. HUD has determined that it is not cost effective to invest repair funds into a significantly damaged Manufactured Home as the overall soundness of the structure is likely compromised. Where a Manufactured Home is determined to have substantial damage (more than 50% pre-disaster value), than the home will be replaced and elevated to one foot of BFE to provide a safer and more sustainable solution for the household.

Home Buyout: NO buyouts.

Temporary Rental Assistance: up to \$10,000 per applicant will be provided to households who are not able to re-enter their homes. Any units occupied and paid for with CDBG-DR funds would be subject to Housing Quality Standards (HQS) inspection.

National Objective:

LMI, Urgent Need, Slum and Blight, earns less than 80% of AMI

Eligible Activities:

Rehabilitation; Reconstruction, Acquisition; New Residential Construction; Demolition and Clearance, and Homeowner Assistance

Damage Insurance Assistance: \$2,000 per household for a maximum of two years for LMI homeowners that are located in the 100-year floodplain. Homeowners residing in the floodplain, who receive CDBG-DR assistance for their homes, must maintain damage insurance into perpetuity on the property. To assist LMI homeowners still struggling to get their lives back on track and lessen burdens of recovery, the State will fund the first two years on damage insurance. Potential benefit based upon demonstrated need.

Priorities:

Homeowner Rehabilitation and Reconstruction: priorities are: a) LMI households who reside in a 100-year floodplain; b) the household member is 60 years of age and older; c) a member of the household receives Social Security Disability Income or Supplemental Security Income.

Homeowner Reimbursement: Funds will be distributed on a first-come-first-serve basis as the program is for repairs already completed in the home.

Eligible Applicants: Homeowner Rehabilitation, Reconstruction, Manufactured Homes: Homeowners who experienced major to severe damage to their primary residence and who are LMI according to HUD Income Guidelines.

Homeowner Reimbursement: Homeowners who were directly impacted by the disaster may apply for reimbursement up to \$25,000. 50% of funds will be reimbursed to LMI households, and 50% will be available for households up to 120% of AMI.

Grant Conditions: **Flood Insurance:** Property owners assisted through the recovery programs will be required to acquire and maintain flood insurance if located in a FEMA designated floodplain. North Carolina will follow HUD guidance to ensure all structures meet guidelines spell out in 44 CFR 59.1. A lien will be placed on all property improved with State funding for a period of no later than 5 years. As a condition for release of the lien, the owner will need to maintain flood insurance and property taxes.

Floodplain Condition: No funds may be obligated or expended in any project activity until the Lead Entity provides Emergency Management with a certification that the project area is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project will be covered for flood insurance prior to beginning construction on the property and will comply with applicable floodplain regulations. Counties may opt to provide flood insurance at the time of application for a period not to exceed two years. Thereafter, all properties assisted with state and federal funds must maintain insurance coverage.

The State's Division of Emergency Management has procured Construction Managers at Risk (CMR's) and will administer in coordination with county staff, all construction related projects including housing rehabilitation and reconstruction. The CMR's will take the lead for developing rehabilitation specifications, bid outreach, contract execution, and construction management. The State may consider permitting the County to oversee the construction process upon written approval from the State which will be based on submittal of qualified housing rehabilitation construction managers.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: December 3, 2018

SECTION: Board Appointments

DEPARTMENT: Governing Body

TOPICS:

1. Latest Vacancy advertisement
2. VIDANT-Bertie Director's Council
3. Planning Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



B-1

The Bertie County Board of Commissioners is accepting applications for the following openings on boards/commissions/committees. Copies of the application to serve and appointment policy can be picked up at the County Manager's Office, 106 Dundee Street, Windsor, NC 27983 and are also available on the web at www.co.bertie.nc.gov.

Immediate Openings

- **Child Fatality Prevention/Comm.**
Positions Available: 1 Requirements: N/A
- **Child Protective Team**
Positions Available: 0 Requirements: N/A
- **JCPC**
Positions Available: 1 Requirements: N/A
- **Bertie County Public Library**
Positions Available: 2 Requirements: N/A
- **Northeast Tourism Development**
Positions Available: 1 Requirements: N/A
- **Nursing Home/Adult Care CAC Adv Committee**
Positions Available: 5 Requirements: Cannot be an immediate family member of a resident of any Bertie County nursing home/adult care home facility
- **Planning Board District**
Positions Available: 3 Requirements: District 2 (Tammy Lee), At Large, District 4 (John Trent)
- **Mid-East Commission**
Positions Available: 1 Requirements: N/A
- **CADA Board**
Positions Available: 1 Requirements: N/A

Upcoming Appointments by Month

March 2019 - Applications Due by February 25, 2019

- **Nursing Home/Adult Care Home CAC**
Positions Available: 1 Requirements: Cannot be an immediate family member of a resident of any Bertie County nursing home/adult care home facility
- **Advisory Board**
Positions Available: 0 Requirements: N/A
- **Planning Board**
Positions Available: 1 Requirements: At Large

April 2019 - Applications Due by March 25, 2019

- **Mid-East Regional Housing Authority**
Positions Available: 1 Requirements: N/A



B-2

VIDANT-Bertie Director's Council

Immediate Vacancies: 1

Position Vacancy:

Board	Term	Name	Began	End
VIDANT-Bertie Director's Council	3 years	Jo Ann Jordan	--	--

Special requirements: N/A

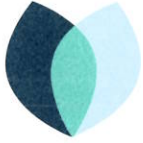
Notes: Application forthcoming. See recommendation made by VIDANT-Bertie.

Attendance of Current Members: N/A

Applications Received:

Current Members (unexpired):

1. ---



VIDANT HEALTH™

November 28, 2018

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

Dear Mr. Sauer:

The Vidant Bertie Hospital Directors Council approved the recommendation of Mrs. Joann Jordan to add an eighth member to the Council.

In accordance with the lease agreement, this recommendation will require a nomination from the Bertie County Commissioners to the Vidant Community Hospitals Board. I would like to request that this item of business be placed on the commissioners' agenda for action at their next meeting on December 3, 2018. Mrs. Jordan's biography is attached for review. Thank you for your assistance in this matter.

Sincerely,

Brian J. Harvill
President

cc: Allen Castelloe, Chairman
Jay Briley

Jo Ann Narron Jordan, RN
201 Narron Lane
Ahoskie, NC 27910
252-209-7637

PROFESSIONAL EXPERIENCE:

Roanoke-Chowan Hospital, Ahoskie, NC

- Staff nurse 5/78 to 9/78

Bertie County Health Department/Home Health Agency, Windsor, NC

- Home Health staff nurse 9/78 to 4/82
- Home Health Lead Nurse 4/82 to 4/86
- Adult Health Lead Nurse 4/86 to 3/93
- Interim Health Director 3/93 to 7/93
- Nursing Director 3/93 to 10/2013
- Interim Health Director 1/97 to 4/99

Perdue Farms Inc., Lewiston, NC

- Lead Nurse 7/90 to 10/90

PAST AND PRESENT ASSOCIATIONS:

Member and Chaired various committees associated with Health Department and community partnerships during 30 years of employment.

Volunteer with American Cancer Society's Relay for Life of Bertie County since inception in 1993. Have had mostly leadership roles. Chair since 2015.

EDUCATION:

Bertie County Public Schools, Graduated Bertie High School, June 1974
Atlantic Christian College, Wilson, NC, BS in Nursing 1978

REFERENCES:

Dr. Sherry Brown, MD (former MD contract physician and Medical Director- Bertie County Health Dept.) 252-395-2946
Rev. JN Baggette, (former pastor) 252-794-3861 or 252-509-1308
Bobbie Parker, (volunteer Bertie RFL) 252-209-7149



DIRECTORS COUNCIL

AGENDA

November 28, 2018

12:00 P.M.

- I. Call to Order and Declaration of a Quorum – Allen Castelloe, Chairman
- II. Approval of Minutes – July 25, 2018
- III. Patient Care Services Report – Dana Byrum, Director of Patient Care Services
- IV. Quality – Beverly Venters, Director of Quality
 - Quality Report /Core Measures Update
 - 2018 Annual Quality Plan Evaluation
 - Quarterly Audit and Compliance Report
 - Quarterly Environment of Care Report
- V. Medical Staff Reports – Beverly Venters, Director of Quality
 - Medical Staff Credentialing Report
 - Emergency Medicine Clinical Privileges
 - Hematology and Oncology Clinical Privileges
 - Psychiatry Clinical Privileges
 - Stroke Medical Director
- VI. Directors Council Appointment – Brian Harvill, President
- VII. President’s Report – Brian Harvill, President
- VIII. Financial Report – Todd Warlitner, Vice President Financial Services
 - Capital Summary/Requests
- IX. Adjournment – Allen Castelloe, Chairman

Jo Ann Narron Jordan, RN
201 Narron Lane
Ahoskie, NC 27910
252-209-7637

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Bobbie Parker, (volunteer Bertie RFL) 252-209-7149



CAPITAL EQUIPMENT SUMMARY 2018
YTD October 31, 2018

	FY 2019
Capital Equipment Budget 2019	\$ 300,000
Capital Carry over from FY 2018	<u>114,256</u>
Total	\$ 414,256
Approved Capital as of 10/31/18	<u> </u>
Capital Budget Remaining Balance as of 10/31/18	<u><u>\$ 414,256</u></u>

CAPITAL EQUIPMENT REQUEST FOR APPROVAL
FY 2019 Requested Approvals

<u>Capital Items</u>	<u>Cost</u>	<u>Budgeted</u>	<u>Budget Exchanged</u>
Abbott Architect Chemistry Analyzer (\$100,000 Cannon Grant Funds)	\$ 152,235.00		
<u>Major Projects (exclusive of normal capital above)</u>			



Directors Council Meetings 2019

February 20, 2019

May 22, 2019

July 31, 2019

December 4, 2019



B-3

Planning Board

Immediate Vacancies: 1

Position Vacancy:

Board	Term	Name	Began	End
Planning Board	2 years	Jim Wiggins	--	--

Special requirements: N/A

Notes: Application forthcoming.

Attendance of Current Members: N/A

Applications Received:

Current Members (unexpired):

1. Carl Bond
2. Jodey Sarey
3. Terry Pratt



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: December 3, 2018

SECTION: Consent

DEPARTMENT: Governing Body

TOPICS:

1. Approve Minutes for Regular, Closed, and Work Sessions from Meeting on 11-13-18
2. Approve Bonds held for Bertie County officials
3. Approve Register of Deeds Fees Report – November 2018
4. Resolution of compliance for State Fire Prevention Code minimum inspection requirements
5. Contract amendment for Jeff Best CPA to extend the audit review completion until 1-31-2019
6. ABC Restricted Fund Expenditure report for June 30, 2018 submitted by Bland Baker, NE Region Director Trillium Health Resources

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

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

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



C-1

**Windsor, North Carolina
November 13, 2018
REGULAR MEETING**

The Bertie County Board of Commissioners met for their regular meeting 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
Clerk to the Board Sarah Tinkham
Assistant County Attorney Jonathan Huddleston
Finance Officer William Roberson
ICMA/NCACC Management Fellow Dominique Walker
Emergency Services Director Mitch Cooper

Around 3:30pm, Gene Motley of the Roanoke-Chowan News Herald was present from the media.

CALL TO ORDER

Chair Bazemore called the meeting to order.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner White led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Ishmeal Muldrow of Lewiston-Woodville, and Director of Hope Community Center, and Tim Bazemore Jr. spoke to the Board regarding their concerns during the most recent election.

APPOINTMENTS

(1) Broadband Grant Update by Kevin Richards of Mid-East Commission, and Curtis Wynn of Roanoke Electric Cooperative

Mr. Kevin Richards reminded the Board that the CDBG Broadband grant award date was on January 5, 2018 in the amount of \$250,000. The release of funds date was slated for June 21, 2018. However, the current status shows that the release of funds was deferred due to the need to move antenna pole locations that were originally submitted in the grant application.

The consultant on the project became aware that the locations submitted were not ideal locations and has since provided new pole locations. The revised information has been resubmitted to the grant agency, and they are now requiring us to review the Environmental Review Record and to report the request for release of funds.

If the environment review process is not done correctly, Mr. Richards advised that the grant agency could terminate the grant. He assured that great care was taken to avoid that from happening.

The requirements will be fulfilled no later than early next week. At that time, and if approved, it would take approximately 30 days for the funds to be released.

(2) Presentation of LUCA (Local Update of Census Addresses) initiative for 2020 Census by Mid-East Commission, Executive Director, Bryant Buck as requested by the Board in March 2018

Mid-East Commission, Executive Director, Bryant Buck provided an update about the preparations being taken for the upcoming 2020 Census. In summary, the LUCA initiative is working to ensure as many residents as possible in Bertie are accounted for the next Census.

Addresses are being cross checked between various departments and agencies including the Bertie County Tax Office, 911 Emergency system, Bertie County Tax Mapping Office, and are being merged with parcel numbers both for residential and commercial purposes.

BOARD APPOINTMENTS

Bertie County Library Board

Commissioner Lee made a **MOTION** to reappoint Lewis C. Hoggard, III. to the Bertie County Library Board. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Vice Chair Wesson encouraged all citizens present to review the available vacancies on the County's website and to submit their names for appointment to the County's many boards and committees.

CONSENT AGENDA

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 10-1-18, Work Session 10-16-18, Closed Session 10-16-18
2. **Fees Report** – October 2018
3. **Budget Amendments** - #19-03 (next page)
4. **Tax Release Journal** – September 2018, October 2018
5. **Policy** – Social Media comments
6. **Approval Documents** – Firefighter Training Center - land acquisition, transfer of property to Windsor, maps & survey as previously approved to purchase 6.0 acres from Cashie Golf & Country Club per attached survey in the amount \$14,500 as approved June 4, 2018. It is also requested via motion that the County Attorney be authorized to prepare appropriate documentation for the transfer of 4.78 acres to the Town of Windsor for the establishment of the firefighting training facility and establishment of a thirty-foot easement (0.56 acres) per attached survey. Per Board approval, the preparation of a deed would be required to transfer approximately $\frac{3}{4}$ acre to Cashie Golf and Country Club (driving range overlap) upon completion of final boundary survey.
7. **Approval Documents** - Courthouse property for additional parking– approval for purchase (\$18,000) of property at the corner of Queen and Dundee Streets, parcel number 6802-73-4828.
8. **Longevity Pay** – amendment for County Personnel Policy
9. **Resolution** – honoring Father Aaron Bazemore, historical highway marker

10. **Project authorization and additional services agreement #002** – completion of construction documents and construction administration services presented at October 16th Work Session

12. **Work Authorization #3** – Holland Consulting Planners, Hurricane Matthew NC-DRA

Vice Chair Wesson made a **MOTION** to approve the Consent Agenda in its entirety. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Budget amendment #19-03 reads as follows:

BUDGET AMENDMENT				
# 19-03				
	INCREASE			INCREASE
10-4190-5351-06	\$	56,470	10-0090-4991-99	\$ 56,470
PO'S NOT COMPLETED IN LAST YEAR, REALLOCATE IN NEW YEAR AND OPEN NEW PO				
COURTHOUSE IMPROVEMENTS				
	INCREASE			INCREASE
10-4190-5351-08	\$	150,161	10-0090-4991-99	\$ 150,161
PO'S NOT COMPLETED IN LAST YEAR, REALLOCATE IN NEW YEAR AND OPEN NEW PO				
BLUE JAY IMPROVEMENTS				
	INCREASE			INCREASE
10-6100-5697-26	\$	17,500	10-0090-4991-99	\$ 17,500
ALLOCATE MONEY TO UPDATE ADDRESS POINTS USING MID-EAST - APPROVED : 3/12/18.				
	INCREASE			INCREASE
10-0011-4111-35	\$	1,200	10-4140-5399-01	\$ 1,200
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				
	INCREASE			INCREASE
12-0025-4531-02	\$	32,059	DSS 12-5380-5399-70	\$ 32,059
TO INCREASE BUDGET TO MATCH REVISED CRISIS MONEY BY THE STATE				
	INCREASE			INCREASE
10-4330-5570-00	\$	14,500	10-0090-4991-99	\$ 14,500
ALLOCATE MONEY TO PURCHASE LAND (FIREFIGHTER TRAINING CENTER / MCC)				
	INCREASE			INCREASE
10-4190-5570-00	\$	18,000	10-0090-4991-99	\$ 18,000
ALLOCATE MONEY TO PURCHASE LAND (COURTHOUSE PARKING : CORNER OF DUNDEE/QUEEN STREETS)				
	INCREASE			INCREASE
10-4950-5121-00	\$	6,767	10-0090-4991-99	\$ 8,387
10-4950-5181-00	\$	518		
10-4950-5182-00	\$	1,102		
INCREASE BUD FOR COOP EXTENSION				
LEGISLATIVE UPDATES AND JOB RE-EVALUATIONS				
APPROVED ___ / ___ /2018				

The new County longevity policy reads as follows:

week and law enforcement officers working an average 42 hours per week, will be determined by dividing the average number of hours scheduled per year into the annual salary established for the position.

Section 16. Longevity Pay

Full and part-time employees of the County are compensated for continuous years of service with the County by payment of a longevity supplement based on continuous years of service as of November 30 of each year. Longevity payments will be made in December of each year. Continuous service is continuous employment including any approved leave or involuntary reduction in force.

Longevity amounts shall be as follows:

<u>Years of Service</u>	<u>Amount</u>
0 - 5 years	\$ 200
5 - 10 years	\$ 400
10 - 15 years	\$ 600
15 - 20 years	\$ 800
20 - 25 years	\$1,000
25 - 30 years	\$1,200
30 - 35 years	\$1,400
35 - 40 years	\$1,600
40 - 45 years	\$1,800
45 - 50 years	\$2,000

Longevity pay will be issued in December or as designated by the County Manager.

Section 17. Pay for "Interim" Assignment in a Higher Level Classification

An employee who is formally designated for a period of at least one month to perform the duties of a job that is assigned to a higher salary grade than that of the employee's regular classification shall receive an increase for the duration of the "interim" assignment. The employee shall receive a salary adjustment to the entry level (Hiring rate) of the job in which the employee is acting or an increase of 10%. Criteria involved in determining the amount of compensation shall include

- a) the difference between the existing job and that being filled on a temporary basis, and
- b) the degree to which the employee is expected to fulfill all the duties of the temporary assignment.

The salary increase shall be temporary and the employee shall go back to the salary he or she would have had if not assigned to the "acting" role upon completion of the assignment.

The resolution honoring Father Aaron Bazemore was also read into the record, and is below:



BERTIE COUNTY

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

**BOARD OF
COMMISSIONERS**

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

*Resolution
Honoring the Historical Highway Marker
For Father Aaron Bazemore*

WHEREAS, Father Aaron Bazemore lived a life of service from 1881-1992; and

WHEREAS, Father Bazemore founded the St. John Church of God in Christ (COGIC) in 1911; and

WHEREAS, Father Bazemore, who led by the grace of God, pioneered the COGIC denomination in North Carolina; and

WHEREAS, through Father Bazemore’s spiritual leadership, over 150 COGIC denominated churches were established in Edenton, Greenville, and Washington; and

WHEREAS, Father Bazemore navigated the racial divisions during the Jim Crow era, welcoming all people to the COGIC denomination; and

WHEREAS, in 1980, Bazemore Temple Church of God in Christ (COGIC) was dedicated in the name of Father Aaron Bazemore; and,

WHEREAS, at 111 years of age, Father Bazemore passed away in 1992 and is buried in the cemetery of his church’s name sake; and

WHEREAS, for his valiant effort and historical significance, Father Bazemore will be honored at the unveiling of his historical highway marker at NC 308 (Governors) Road on November 17, 2018; and

NOW, THEREFORE, THE BERTIE COUNTY BOARD OF COMMISSIONERS DOES HEREBY express their support for the historical highway marker and extends congratulations to the late Father Bazemore, and his decedents, for a much-deserved achievement.

This the 13th day of **November**, 2018.

A handwritten signature in black ink, appearing to read "Ernestine Bazemore".

Ernestine Bazemore, Chair of the Board

DISCUSSION AGENDA

1. EMS Station One – project update and expenditure report

County Manager Sauer reported that construction is nearly complete and expenditures for the hard construction of the facility total \$267,217 or \$53.44 per square foot as of this date. Engineering, site work and utilities are anticipated at an additional \$238,736 or \$47.75 per square foot. Construction of this 5,000 square foot facility is on target to be \$101.00 per square foot.

2. Update – SECU/Teacher Housing grant initiative by Vice Chair Wesson

Vice Chairman Wesson advised that this item has not moved much in the last several months due to the legislature not being scheduled to review this matter again until early 2019. He reiterated that this item was approved by the State Employees Credit Union, and that the money has been appropriated for the project, but they would need a final decision from the legislature before the project could move forward. Mr. Wesson stated that SECU was okay with the delay and that they would revisit the project once it moves through the appropriate channels.

3. Update - Junior Commissioner initiative in advance of a visit from Superintendent on December 3

The Board Chair briefly reviewed this item and hoped that all Commissioners had received enough clarity for this item to move forward. Up to two students would be submitted to the County and would be sworn in at the Board's next meeting on December 3, 2018.

4. Voting Delegate designation – Legislative Goals Conference

Vice Chair Wesson made a **MOTION** to make current Chair, Ernestine Bazemore, the designated voting delegate for Bertie County at the 2019 Legislative Goals Conference. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

5. Introduction of historical marker effort for the 2nd Carolina Colored Infantry by Earl L. Ijames, Curator, NC Museum of History scheduled for the December 3 agenda

County Manager Sauer briefly introduced this item to the Board and the desired letter of support was available in the Board's agenda packet.

ICMA/NCACC Management Fellow also came forward to report that the Bertie County Poverty Commission would be reviewing the letter of support and would be putting it to a vote at their next meeting on November 27th.

The Poverty Commission's recommendation would then be brought to the Board of Commissioners on December 3rd where the Board will also receive a presentation from Dr. Ijames.

6. Authorization for County Finance Officer to sell county equipment with an asset value of less than \$1,000 by private negotiation or public sale per NCGS 160A-266(c)

A request had been recently received by Maintenance Superintendent, Anthony Rascoe, for the ability to sell items worth less than \$1,000 in order to conserve valuable storage space in his maintenance building. Per NCGS 160A-266(c), a local governing body or entity can via their Finance Director to dispose of items at or below this dollar value via private negotiation or public sale.

The Board had no issue with the request, but Vice Chair Wesson did ask if a list of real property could be generated for the Board to review for potential sale outside of an official County auction sale either via local advertising or other means.

Commissioner Trent made a **MOTION** to grant the request made by Maintenance Superintendent Anthony Rascoe for the County Finance Officer to have the authority to sell county equipment with an asset value of less than \$1,000 by private negotiation or public sale per NCGS 160A-266(c). Vice Chair Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

7. Water System – review of recent capital project activity and operational update

Water Superintendent, Ricky Spivey, was present for this portion of the meeting.

Mr. Spivey and County Manager Sauer briefly discussed some of the latest updates to the County's telemetry system, and some recent issues that have been experienced by customers in limited areas around the County.

Some citizens have reported increased water pressure which was desired, but that has led to some expanding joints that needed to be addressed.

Ultimately, the telemetry improvements have been a success, but the Water Department will continue to monitor and evaluate the need for other adjustments.

Vice Chair Wesson reported that some citizens in South Windsor had experienced a spitting or sputtering like noise upon turning on the taps in their homes. Mr. Spivey stated that this could be apart of the transitional process caused by trapped air bubbles between the new and old system, and that it should not take much longer for the problem to subside.

Commissioner Lee commended Mr. Spivey for his diligence and quick service when she has requests from citizens regarding water, water pressure, etc.

8. Calendar Reminders

- **Board's regular meeting December 3, 2018 at 6:00 PM**
- **Thursday, December 6, 2018, Employee Appreciation Luncheon at 1:00 PM**

The Board was reminded of these events.

COUNTY MANAGER'S REPORTS

County Manager Sauer stated that word had been received from Holland Consulting Planners that the buy out process for eligible citizens in the County would begin in early 2019. Two families living on NC 13/17 south of Windsor will be assisted as part of the NCDRA 2017 program.

COUNTY ATTORNEY REPORTS

The County Attorney had no reports at this time.

PUBLIC COMMENTS

Ishmeal Muldrow forwarded a concern he had received while working the election polls in Lewiston-Woodville during the November mid-terms. He stated that he had heard from several citizens that multiple voting sites should be brought back for early voting during the next election. That many sites should be available for early voting purposes so that citizens have better access to vote where it is more convenient.

COMMISSIONERS REPORTS

Chair Bazemore

Chair Bazemore expressed how thankful we as a County should feel the Hurricane Florence did not impact us the way it impacted other parts of our state. That she had been told by Dr. Stan Riggs who is completing our flood mitigation study that the Board would not even be sitting in the Board Room tonight. That our area would still be devastated from that storm and would remain that way for a time to come. She reiterated her desire for control over the variables that cause flooding in Windsor, and to prepare for the future even if that means moving the Town of Windsor, so to speak, to higher ground.

Commissioner Trent

Commissioner Trent reported that work on the new EMS Station One was near completion and that revitalization plans for the Town of the Lewiston-Woodville were steaming ahead as well with the addition of a community building, and recreation features, among other improvements.

Commissioner Lee

Commissioner Lee reminded all of those present that the Perrytown Fire Department would be hosting its annual herring cooking fundraiser this Friday.

She also reported that logging at the Tri-County Airport Authority was nearly complete, and some additional money from the sale of the timber was a positive addition to the budget.

The Airport is proceeding forward with a runway extension.

There is some additional logging needed but weather conditions have prevented that from continuing for the time being.

Ms. Lee also mentioned that the BINGO event hosted for the Bertie County Humane Society was a success and that she enjoyed her time at that event.

Commissioner White

In his last remarks as a Commissioner, Mr. White stated that it was his honor and privilege to serve as a member of the Board for the last four years. He also extended his prayers to Mr. Bond, Basketball Coach for Bertie County High School, who was involved in a car accident recently and was still in the hospital in critical care.

Vice Chairman Wesson

Vice Chair Wesson thanked the community for their support during his recent NC House campaign. He stated that he had wished the outcome were different, but that “life goes on” and he is looking forward to the rest of his term as a Bertie County Commissioner.

He also stated that he was looking forward to continuing to serve on the Mid-East Commissioner Director’s Board where he is currently the Vice President.

There were no other reports at this time.

ADJOURN

Chair Bazemore **ADJOURNED** the meeting at 4:45 PM.

Ernestine Bazemore, Chair

Sarah S. Tinkham, Clerk to the Board

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**Windsor, North Carolina
November 13, 2018
WORK SESSION**

The Bertie County Board of Commissioners met for a work session today inside the Commissioners Meeting Room at 106 Dundee Street, Windsor, NC 27983. 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 Tinkham
Finance Officer William Roberson
ICMA/NCACC Management Fellow Dominique Walker
Assistant County Attorney Jonathan Huddleston
Cooperative Extension Director Billy Barrow

There were no media members present.

RECONVENE

Chair Bazemore called the meeting to order. The Board recessed their Work Session on October 16, 2018 to reconvene on this day in this location.

WORK SESSION

The Board slightly modified their agenda to allow extra time for representatives from MHAworks to arrive

In the meantime, the Board discussed other matters in preparation for their regular meeting at the end of this work session.

Water Department budget amendment – for receipt of insurance proceeds for damaged excavator and towing/recovery expenses

County Manager Sauer requested approval from the Board to reassign the needed funds to the pertinent line item so that the excavator could be replaced. A budget amendment would be presented to the Board during their regular meeting later today.

Resolution for hurricane recovery documentation, and designation of appropriate staff for execution of documents

The County Manager also reviewed a needed resolution for Emergency Services. The resolution was required in order for the County to qualify for additional funds for Hurricane Florence.

Cashie River Flood control study – next steps as recommended by NCSU’s Dr. Barbara Doll

Per a recommendation by Dr. Doll, the County Manager asked for the Board’s approval to draft a joint letter between the County and Town of Windsor requesting additional grant funding from North Carolina Emergency Management. The additional grant funding would be to continue the study of flood mitigation for the Town of Windsor.

November 27 – Campbell University visit

The County Manager stated that he would be following up with the leadership team of Campbell University to ensure they still plan to visit, and to nail down a final time. Arrangements have been made to welcome the group at Scotch Hall Preserve on November 27th.

Update from MHAworks design team, Mr. Albi McLawhorn – joint Cooperative Extension/Bertie County Library facility

Albi McLawhorn and Danielle Hoff were present from MHAworks to give the Board the latest update and renderings of the joint facility. The facility will house both Bertie County Cooperative Extension and the Bertie County Public Library.

The Board reviewed printed plans as well as a PowerPoint presentation of the space both internally and externally.

Afterwards, Mr. McLawhorn discussed the required next steps which would be to meet with his engineers and contractors to get their input and the second layer of detail which will include more logistical items such as building safety and security.

A transfer switch was also discussed for a generator in the event of long-term power outage or emergency.

The County Manager also noted that there was an updated proposal from MHAworks in the Board's agenda packet which will need approval under the Consent Agenda.

For next steps, the Board agreed to have MHAworks back for another update on December 13th at 3:00 PM. At this time, the Board will be able to review any additional changes to floor plan, as well as decide on external colors of the facility, review the latest budget, and site detail.

Other updates

Commissioner Lee informed the Board of a \$10,000 grant that has been secured for children's programs. She read off a list of children's programs and organizations within Bertie and the surrounding area. She asked for additional suggestions to be forwarded to her so that as many organizations could benefit from the grant funding as possible.

County Manager Sauer also reported that work was steadily moving forward on the new EMS Station One building and that the "inner shell" of the building was complete. The goal is to have staff moving into the building before the end of this month.

Lastly, the Board briefly reviewed the schedule of events for their December 3rd meeting. Several Commissioners, and other elected officials, would be sworn in. Plans were being made for a reception and special guest speakers as well.

RECESS

Chair Bazemore **RECESSED** this meeting until 1:00PM on November 13th in the County Commissioners Room.

Ernestine Bazemore, Chair

Sarah S. Tinkham, Clerk to the Board



C-2

REQUEST FOR BOARD ACTION

Bertie County

Board of Commissioners

MEETING DATE: Monday, December 3, 2018

SUBJECT: Review of Public Officials' Bond

SUMMARY OF REQUEST:

Pursuant to N.C. General Statute §58-72-20 (and the Board's Rules of Procedure), the next order of business at the Board's annual organizational meeting is the annual review and approval of the size and issuer of the bonds for county public officials.

Under §58-72-20:

The bonds of the officers named in G.S. 58-72-10 shall be carefully examined on the first Monday in December of every year, and if it appears that the security has been impaired, or for any cause become insufficient to cover the amount of money or property or to secure the faithful performance of the duties of the office, then the bond shall be renewed or strengthened, the insufficient security increased within the limits prescribed by law, and the impaired security shall be made good; but no renewal, or strengthening, or additional security shall increase the penalty of said bond beyond the limits prescribed for the term of office.

The following are the current bond amounts:

PUBLIC OFFICIAL	BOND AMOUNT	BOND COMPANY
John Holley, Sheriff	\$25,000.00	Cooper Insurance Agency/CNA Surety
Tax Administrator (Position Bond)	\$50,000.00	Cooper Insurance Agency/CNA Surety
Finance Director (Position Bond)	\$50,000.00	Cooper Insurance Agency/CNA Surety
Annie Wilson, Register of Deeds	\$50,000.00	Cooper Insurance Agency/CNA Surety

BOARD ACTION REQUESTED:

It is requested that the Board approve the bonds.

If the Board is so inclined, the following motion is suggested:

“I move that the Board approve the public officials’ bonds as proposed.”

Cooper Insurance Agency Invoice

A division of: Phelps Insurance Group, Inc.
Phone: 252-794-4036

PO Box 39 103 S Kings St.
Windsor NC 27983

Bertie County Sheriff's Office
PO Box 157
Windsor, NC 27983

Date: 11/18/2014

Account #

Account Rep:

Please detach and return top portion with payment.

Cooper Insurance Agency

252-794-4036

Insured name:
John B Holley

Date:
11/18/2014

Effective Date	Company	Transaction description	Amount
12/6/2014 – 12/6/2018	RLI Insurance Co.	Bond (\$25,000)	\$444.00

Notes: John B Holley – Bond	Invoice Total: \$444.00
--------------------------------	----------------------------

Please Remit to: Cooper Insurance Agency
PO Box 39, Windsor NC 27983

COUNTY OF BERTIE

P.O. BOX 530
WINDSOR, NC 27983

10/22/18

184110
VOUCHER

INVOICE DATE * INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

10/22/18 FY2019-BONDS SURETY BOND-FY 2018-2019

625.00 1808

Handwritten signature

10342 CNA SURETY DIRECT BILL

625.00

184110

SOUTHERN BANK AND TRUST

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

CHECK NO.
184110

184110

66-258
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
10342	10/23/2018	\$625.00

PAY *****625 DOLLARS AND NO CENTS

TO THE
ORDER OF

CNA SURETY DIRECT BILL
P O BOX 957312
ST. LOUIS

MO 63195-7312

Signature NON-NEGOTIABLE

⑈184110⑈ ⑆053102586⑆5331708879⑈

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium \$175.00

BERTIE COUNTY FINANCE OFFICER
P. O. BOX 530
WINDSOR, NC 27983

Amount Due \$175.00

Bond Detail

Bond #	24857717	Bond Penalty	\$50,000.00
Company	Western Surety Company		
Effective Date	12/06/2018		
Anniversary Date	12/06/2019		
Description	NC P.E. Position Schedule (1)		

Agent Information

Cooper Insurance Agency
P. O. Box 39
Windsor, NC 27983
Phone : (252)794-4036

Messages

We show one individual in this business.
To ensure proper coverage, verify the total number of employees (and owners, if they are covered) & fax, call or write us if the number has changed.

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

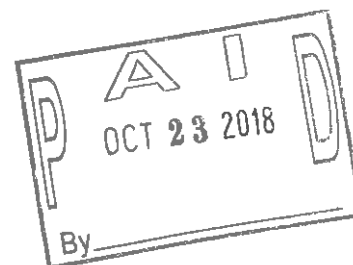
Note-Renewal documents will only be sent upon receipt of full payment

Bertie County Finance Officer

Bond #	24857717
Company	0601
Agency	32-02936
Cooper Insurance Agency	

Payment Due	12/06/2018	Amount Due	\$175.00
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CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312



Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium \$450.00

BERTIE COUNTY TAX COLLECTOR
PO BOX 527
WINDSOR, NC 27983

Amount Due \$450.00

Bond Detail

Bond #	24857715	Bond Penalty	\$50,000.00
Company	Western Surety Company		
Effective Date	12/06/2018		
Anniversary Date	12/06/2019		
Description	NC P.E. Position Schedule (1)		

Agent Information

Cooper Insurance Agency
P. O. Box 39
Windsor, NC 27983
Phone : (252)794-4036

Messages

We show one individual in this business.
To ensure proper coverage, verify the total number of employees (and owners, if they are covered) & fax, call or write us if the number has changed.

Payment Instructions



- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Bertie Countytax Collector

Bond #	24857715
Company	0601
Agency	32-02936
Cooper Insurance Agency	

Payment Due	12/06/2018	Amount Due	\$450.00
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CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312



COUNTY OF BERTIE

P.O. BOX 530
WINDSOR, NC 27983

111018

184327

INVOICE DATE INVOICE NUMBER

INVOICE DESCRIPTION

NET INVOICE AMOUNT

PO NO.

VOUCHER

11/06/18 2019BOND-ROD ROD BOND

221.00 2178

221.00

10342 CNA SURETY DIRECT BILL

221.00

184327

SOUTHERN BANK AND TRUST

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

CHECK NO.

184327

184327

88-258
531

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

VENDOR	CHECK DATE	CHECK AMOUNT
10342	11/09/2018	\$221.00

PAY

*****221 DOLLARS AND NO CENTS

TO THE
ORDER OF

CNA SURETY DIRECT BILL
P.O. BOX 957312
ST. LOUIS

MO 63195-7312

NON-NEGOTIABLE

S. J. S.

184327 05310258605331708879*

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium \$221.00

OFFICE OF THE REGISTER OF DEEDS COUNTY OF BER
P. O. BOX 340
WINDSOR, NC 27983

Amount Due \$221.00

Bond Detail

Bond #	71036141	Bond Penalty	\$50,000.00
Company	Western Surety Company		
Effective Date	12/23/2018		
Anniversary Date	12/23/2019		
Description	NC P E F P B #3		

Agent Information

Cooper Insurance Agency
P. O. Box 39
Windsor, NC 27983
Phone : (252)794-4036

Messages

We show 4 rated for premium purposes.
To ensure proper coverage, verify the total number of employees and owners covered & contact us with changes. Note: After several years, we may have increased our rates slightly.

Payment Instructions



- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Office of The Register of Deeds County of Bertie

Bond #	71036141
Company	0601
Agency	32-02936
Cooper Insurance Agency	

NOV 09 2018

Payment Due	12/23/2018	Amount Due	\$221.00
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CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312



C-4

RESOLUTION

**NORTH CAROLINA
BERTIE COUNTY**

Be it resolved that the Bertie County Board of Commissioners approve the following minimum inspection schedule to satisfy the requirements of N.C.G.S § 153A-364 as set forth in N.C.G.S § 153A-351 for the purpose of identifying activities and conditions in buildings, structures, and premises that pose danger of fire, explosion, or related hazards. The inspection schedule is approved as follows:

Once a year: Hazardous, institutional, high-rise, assembly (except those noted below), Residential except one- and two-family dwellings, and only the interior common areas of dwelling units of multifamily occupancies. New and existing lodging establishments, including hotels, motels, and tourist homes that provide accommodations for seven or more continuous days (extended-stay establishments), bed and breakfast inns, and bed and breakfast homes as defined in N.C.G.S. 130A-247 for the installation and maintenance of carbon monoxide alarms and detectors in accordance with N.C.G.S. 143-138(b2).

Once every two years: Industrial and educational (except public schools)

Once every three years: Assembly occupancies with an occupant load less than 100, business, mercantile, storage, churches, synagogues, and miscellaneous Group U occupancies.

Adopted this _____ day of _____, _____.

Chair
Bertie County Board of Commissioners

Attest:

Sarah S. Tinkham
Clerk to the Board

THIS PAGE WAS INTENTIONALLY LEFT BLANK.



C-5

Whereas	Primary Government Unit Bertie County
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Jeff Best CPA, PLLC

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/18	and originally due on	Audit Report Due Date 10/31/18
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to due date:	Original due date 10/31/18	Modified due date 01/31/19
<input type="checkbox"/> Modification to fee:	Original fee	Modified fee

EXPLANATION OF MODIFIED CONTRACT TERMS

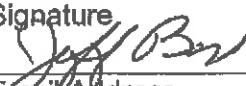
Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

Need additional time due to waiting on the reports for a new component unit and the ABC Board.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Jeff Best CPA, PLLC	
Authorized Firm Representative (typed or printed) Jeff Best	Signature 
Date 11-26-18	Email Address jbest@jeffbestcpa.com

GOVERNMENTAL UNIT

Governmental Unit Bertie County	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref. G.S. 159-34(a) or G.S. 115C-447(a)) 06/05/18	
Mayor/Chairperson (typed or printed) Ernestine B. Bazemore - Chairperson	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer	Signature
Date of Pre-Audit Certificate	Email Address

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address



C-6

ABC Funds Report for FY 17-18

County: Bertie

Amount of ABC Funds Received \$ 4,800

ABC Funds Restrictions per County Allocation: None

Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Please find below to a brief description of the expenditures that were paid from July 1, 2017 to June 30, 2018.

Healing Transitions in Wake County: \$ 2,655 was paid for 59 days for individuals from your county to the Healing Transitions in Wake County for substance abuse treatment and specifically for detoxification services and recovery treatment.

Purchase of Naloxone Kits: Trillium purchased and distributed in Bertie County 10 Naloxone kits to Bertie County Sheriff.

*Substance Abuse Treatment Services: \$ 77,124 was paid for 43 individuals from your county to providers for substance abuse treatment.

These Substance abuse treatment expenditures were spent for the treatment of alcoholism or substance abuse. These funds were paid to providers who contracted with Trillium to provide substance abuse treatment to consumers with an address in your county. Services provided include but are not limited to the below:

- Assessment/evaluation
- Outpatient treatment and counseling, including face to face and telepsychiatry and both individual and group
- Mobile Crisis
- Substance Abuse Intensive Outpatient Therapy
- Facility Based Crisis
- Opioid Treatment

*Denotes State and ABC funds paid for services for consumers residing in Bertie County with substance abuse diagnosis. This does NOT include Medicaid funds paid for the same.



Bertie County

Board of Commissioners

DISCUSSION ITEMS

MEETING DATE: December 3, 2018

DEPARTMENT: Governing Body

TOPICS:

1. Review and consider NC Department of Health and Human Services modification agreement for the memorandum of understanding (MOU) covering Fiscal Year 2018-2019.
- 2.
3. Review Planning Board recommendation for increased “free bound” requirement in “Special Hazard Areas,” from one foot to five feet, as an amendment to the Bertie County Flood Damage Prevention Ordinance following Public Hearing in January

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion and/or approval as recommended.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



D-1



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MICHAEL BECKETTS, MSW, MS, MED • Assistant
Secretary

November 14, 2018

Dear County Manager and County Director of Social Services:

A Modification Agreement for the Memorandum of Understanding (MOU) covering Fiscal Year 2018-2019 is attached. These modifications have been made in response to the feedback and information received from counties following the execution of the MOU's and our ongoing analysis of performance data.

Specifically, the modifications to the MOU move nine (9) additional performance measures from static to growth measures, for a total of 17 growth measures, five (5) of the measures have been updated to align with federal benchmarks, and one (1) of the measures has been removed. The attachment to this letter describes each element that has been modified.

Further, given the impact of Hurricane Florence on county and state operations, the Department is modifying the MOUs to clarify that no performance improvement or corrective action will be initiated on the basis of this MOU for Fiscal Year 2018-2019. Ongoing oversight and monitoring activities will continue as they have in prior years.

DHHS is in the process of creating reports that will allow counties to pull the data for their county's performance on all measures. Additionally, we are creating a data validation process and will work collaboratively with counties to validate the performance data.

Attached is a list of the specific changes made in this Modification Agreement. All other parts of the MOU remain in effect and unchanged.

Thank you for your continued partnership to ensure the safety, health, and well-being of the children, families and adults served by these programs. As always, please contact me if you have questions, ideas or concerns.

Please return the signed Modification Agreement to Paris Penny by email at Paris.Penny@dhhs.nc.gov no later than December 17, 2018.

Sincerely,

Michael A. Becketts
Assistant Secretary for Human Services

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • OFFICE OF COMMUNICATIONS

LOCATION: 101 Blair Drive, Adams Building, Raleigh, NC 27603
MAILING ADDRESS: 2001 Mail Service Center, Raleigh, NC 27699-2001
www.ncdhhs.gov • TEL: 919-855-4840 • FAX: 919-733-9903

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Modifications to the MOU

- 1) **Section 2.1:** Clarifying language that the Department will not take any actions under Attachment X on the basis of the MOU for fiscal year 2018-2019.
- 2) **Section 12.0:** Change to the Department's point of contact
- 3) **Section 14.0:** Clarifying language that for some performance measures, a County will be assessed based on an individualized growth measure and not the standard performance measure.
- 4) **Attachment I through IX - Performance Measurements:**
 - a. The format of the performance measurements has been modified. This modification creates three columns: Standard Measure, County Performance Measure and the Rationale and Authority. The Standard Measure is the statewide measure based upon federal or state law, rule or policy identified in the Authority. The County Performance Measure will be the county-specific target. For some performance measures, this county measure will be the same as the Standard Measure for all counties. For other performance measures this county measure will be the growth measure tailored to each individual county to be determined for next fiscal year's MOU.
 - b. Included with every performance measure is an expanded rationale giving additional background and context to the required measure as well as updated and additional citations to the authority from which the measure is derived.
 - c. Specific Attachments:
 - i. Attachment I: Child Welfare – Child Protective Services (CPS)
 - The two CPS performance measures have been changed to growth measures.
 - ii. Attachment II: Child Welfare – Foster Care
 - All Foster Care performance measures have been changed to growth measures.
 - We have deleted the Foster Care performance measure which read: “The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.”
 - We have amended the Standard Measure from 41% to 40.5% for the Foster Care performance measure which previously read: “The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.”
 - We have amended the Standard Measure from 9% to 9.1% for the Foster Care Performance Measure which previously read: “For all children who were victims of maltreatment during a twelve-month period, no more than 9% received a subsequent finding of maltreatment.”
 - iii. Attachment III: Child Support
 - Each Child Support performance measure will remain growth measures.
 - In the first four Child Support performance measures, we have included in the text of the Standard Measures what is required under federal law.
 - The fifth Child Support performance measure remains unchanged.
 - iv. Attachment IV: Energy Programs
 - These performance measures will remain the Standard Measure for each county.

- The Rationale and Authority for these performance measures has been updated.
 - v. Attachment V: Work First
 - The first two of these performance measures have been changed to growth measures.
 - The remaining two performance measures will continue as the Standard Measure for all counties. The standard measure has been changed from 100% of applications and recertifications processed in the given timeframe to 95% of applications and recertifications processed in the given timeframe.
 - vi. Attachment VI: Food and Nutrition Services
 - These performance measures will remain the Standard Measure for each county.
 - We have amended the Standard Measure from 100% to 90% for the Food and Nutrition Services performance measure which previously read: “The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.”
 - vii. Attachment VII: Adult Protective Services
 - Each Adult Protective Services measure has been changed to a growth measure.
 - viii. Attachment VIII: Special Assistance
 - Each Special Assistance measure has been changed to a growth measure
 - ix. Attachment IX: Child Care Subsidy
 - This performance measure will remain the Standard Measure for each county
 - The Rationale and Authority for this performance measure has been updated
- 5) Attachment X - Corrective Action**
- a. We have inserted a clarification that the Department will not initiate any actions set forth in Attachment X during this fiscal year.

**Modification Agreement to the
MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
BERTIE COUNTY**

The parties agree to modify the MOU as set forth below. The terms and conditions set forth in the MOU are adopted by reference and fully incorporated as if set forth herein. The terms of this Modification Agreement supersede and replace any conflicting or contrary terms of the MOU.

2.1 Default and Modification

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michael Becketts, Assistant Secretary NC Department of Health and Human Services 2001 Mail Services Center Raleigh, NC 27699-2001	Michael Becketts NC DHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Michael.Becketts@dhhs.nc.gov

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX. For a County Performance Measure designated in Attachments I through IX as a Growth Measure, the County's performance will be assessed based on its achievement of this Growth Measure. The County will ultimately work towards achievement of the Standard Measure.

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will initiate 95% of all screened-in reports within required time frames	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that allegations of abuse, neglect and dependency are initiated timely. The timeframes for initiating an investigation of child maltreatment are defined in state law as, immediately, within 24 hours, or within 72 hours depending on the nature and severity of the alleged maltreatment.</p> <p>NC General Statutes § 7B-302; 10A NCAC 70A .0105; NCDHHS Family Services Manual: Vol. 1, Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments</p>
2	For all children who were victims of maltreatment during a twelve-month period, no more than 9.1% received a subsequent finding of maltreatment	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that children who have been substantiated as abused, neglected or dependent are protected from further harm.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure the ongoing safety of children and the engagement and well-being of families.</p> <p>Child and Family Services Improvement Act of 2006 (Public Law 109-288, section 7) amending Section 422(b) of the Social Security Act (42 USC 622(b))</p>
2	The County will provide leadership for ensuring that 40.5% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that children in out-of-home placements are able to obtain safe and permanent homes as soon as possible after removal from their home.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>
3	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, or guardianship, no more than 8.3% re-enter foster care within 12 months of their discharge.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that children existing foster care are in stable homes so that they do not re-enter foster care.</p> <p>CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>
4	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.	DHHS will work with the county to identify a performance measure for FY19-20 based on the prior fiscal year's performance.	<p>Ensure that children who are removed from their homes experience stability while they are in foster care.</p> <p>CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.</p> <p>National Standards for State Performance on Statewide Data Indicators established by the Children's Bureau to determine conformity with Title IV-B and IV-E of the Social Security Act and the Child and Family Services Review.</p>

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

	Standard Measure	County Performance Measure	Rationale and Authority
1	80% of paternities established or acknowledged for children born out of wedlock.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Paternity establishment is an essential component in obtaining and enforcing support orders for children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(A) NCGS 110- 129.1</p>
2	80% of child support cases have a court order establishing support obligations.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>A court order creates a legal obligation for a noncustodial parent to provide financial support to their children.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(B) NCGS 110- 129.1</p>
3	80% of current child support paid.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>The current collections rate is an indicator for the regular and timely payment of child support obligations.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(C) NCGS 110- 129.1</p>
4	80% of cases received a payment towards arrears.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Collection of child support has been shown to reduce child poverty rates and improve child well-being.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(D) NCGS 110- 129.1</p>

5	The county will meet its annual goal of total child support collections.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Measuring total child support collections is an important measure of the program because it encompasses the strength of the laws, practices, and fiscal effort to determine its effectiveness.</p> <p>42 USC § 652(g)(1)(A) 42 USC § 658a(b)(6)(E) NCGS 110-129.1</p>
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**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Ensure that eligible individuals in a household without a heating or cooling source receive relief as soon as possible. 42 USC §§ 8621-8630 10A NCAC 71V
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	Ensure that eligible households who are in danger of losing a heating or cooling source receive financial assistance to avert the crisis. 42 USC §§ 8621-8630 10A NCAC 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	Ensure that all work-eligible individuals are engaged in federally countable work activities. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	Ensure all work-eligible two-parent families are engaged in federally countable work activities for the required number of participation hours. TANF State Plan FFY 2016 - 2019 NCGS 108A-27.2(10) NCGS 108A-27.6(1) NCGS 108A-27.13(a) NCGS 108A-27.14(a)-(b)
3	The County will process 95% Work First applications within 45 days of receipt.	The County will process 95% Work First applications within 45 days of receipt.	Ensure that eligible families receive Work First benefits in a timely manner. TANF State Plan FFY 2016 - 2019 NCGS 108A-31
4	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	The County will process 95% Work First recertifications no later than the last day of the current recertification period.	Ensure that Work First families continue to receive assistance and benefits without unnecessary interruption. TANF State Plan FFY 2016 - 2019 NCGS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	Ensure all expedited FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	The County will process 95% of regular FNS applications within 25 days from the date of application.	Ensure all regular FNS applications are processed within required timeframes. 7 CFR § 273.2 FNS Manual: Section 315 FNS Administrative Letter 1-2015
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	The County will ensure that 95% of FNS recertifications are processed on time, each month.	Ensure that eligible families have their recertification benefits processed in a timely manner without interruption. 7 CFR § 273.14
4	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	The County will ensure that 90% of Program Integrity claims are established within 180 days of the date of discovery.	Ensure allegations of fraud are addressed promptly. 7 CFR § 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Responding quickly to allegations of adult maltreatment is essential to case decision-making to protect the adult. State law requires that a prompt and thorough evaluation is made of all reports of adult maltreatment.</p> <p>NCGS 108A-103</p>
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Protecting a disabled adult from exploitation is critical to ensuring their safety and well-being. State law requires a prompt and thorough evaluation is made of all reports of adult exploitation.</p> <p>NCGS 108A-103</p>

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAA benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	DHHS will work with the county to identify the County's performance measure for FY19-20 based on the County's performance for the preceding state fiscal year	<p>Ensure eligible individuals receive supplemental payments to support stable living arrangements.</p> <p>Timely application processing of SAD benefits is essential to an individual's proper care and treatment.</p> <p>10A NCAC 71P .0604</p>

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

	Standard Measure	County Performance Measure	Rationale and Authority
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	Ensure that families can place their children in quality child care without undue delay. North Carolina Child Care Development Fund State Plan

ATTACHMENT X— CORRECTIVE ACTION

For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X on the basis of this MOU..

1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.
- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended

period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.

- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

**** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.**

Effective Date: This Modification Agreement shall become effective upon the date of execution by both parties and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this Modification Agreement and to bind the party to the terms and conditions of this Modification Agreement and the MOU.

Bertie County

BY: _____
Name

TITLE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Name

TITLE: _____

DATE: _____



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**BERTIE COUNTY
PLANNING & INSPECTIONS**

PO BOX 530 106 DUNDEE STREET
WINDSOR, NC 27983

PHONE (252)794-5336

Fax (252)794-5361

www.co.bertie.nc.us

MEMORANDUM

TO: Bertie County Board of Commissioners
Scott Sauer, County Manager

FROM: Traci White, Planning Director

RE: **PLANNING BOARD RECOMMENDATION TO AMEND THE FLOOD DAMAGE PREVENTION ORDINANCE & PURSUE METHODS RECOMMENDED BY STUDY**

DATE: November 28, 2018

The Bertie County Planning Board met on November 27th and voted to recommend amending the Bertie County Flood Damage Prevention Ordinance to increase the freeboard from one foot to five feet. The following definition of Regulatory Flood Protection Elevation in Article 2 of the Ordinance would be changed to the following:

*“Regulatory Flood Protection Elevation” means the “Base Flood Elevation” plus the “Freeboard”. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus **five (5) feet** of freeboard. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least **five (5) feet** above the highest adjacent grade. Duct Work & non-flood resistant materials are subject to the Regulatory Flood Protection Elevation.*

The Planning Board also recommends that the methods and alternatives presented by Stan Riggs to lessen flooding in Bertie County be vigorously pursued.

If anyone has any questions, please feel free to call 252-794-6185 or email traci.white@bertie.nc.gov.

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NOTICE OF PUBLIC HEARING

MONDAY, JANUARY 7, 2019 6:00 PM

BERTIE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE AMENDMENT

The Bertie County Board of Commissioners will hold a public hearing to provide citizens an opportunity to comment on the amendment to the Bertie County Flood Damage Prevention Ordinance. The amendment will change the Regulatory Flood Protection Elevation from one (1) foot of freeboard to five (5) feet of freeboard in flood zones with an established Base Flood Elevation. The amendment will also change the elevation in flood zones where no BFE has been established from two (2) feet above adjacent grade to five (5) feet above adjacent grade.

The public hearing has been set for **Monday, January 7, 2019 at 6:00 PM** and will be held in the County Administration Building, Commissioners Meeting Room, 106 Dundee Street, Windsor, North Carolina. The Flood Damage Prevention Ordinance may viewed in the Bertie County Planning & Inspections Department or by visiting the Bertie County website at www.co.bertie.nc.us. Questions may be directed to Traci White, Planning Director at (252) 794-6185 or traci.white@ncmail.net.

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NOTICE OF PUBLIC HEARING

MONDAY, JANUARY 7, 2019 6:00 PM

Bertie County Tri-County Airport Height Restriction Ordinance

The Bertie County Board of Commissioners will hold a public hearing to provide citizens an opportunity to comment on the proposed **Tri-County Airport Height Restriction Ordinance**. It has been found that an airport hazard endangers the lives and property of users of the airport and of occupants of land in its vicinity, and also, if the obstruction type, in effect reduces the size of the area available for the landing, taking off and maneuvering of aircraft, thus tending to destroy or impair the utility of the airport and the public investment therein, and is therefore not in the interest of the public health, public safety, or general welfare (§ 63-30). For the purpose of promoting health, safety, and the general welfare of the public, a county may adopt zoning and development regulation ordinances (§ 153A-340). The Ordinance, upon adoption, will regulate the height of structures within the proposed zoning area as shown on the associated zoning map. The public hearing will be held on **Monday, January 7, 2019 at 6:00 PM** in the County Administration Building, Commissioners Meeting Room, 106 Dundee Street, Windsor, North Carolina. The proposed ordinance and zoning map may be found online on the Bertie County website and in the County Manager's Office, 106 Dundee Street, Windsor, NC. Questions may be directed to Traci White, Planning Director, at (252)794-6185 or traci.white@bertie.nc.gov.

AREA SUBJECT TO THE TRI-COUNTY AIRPORT HEIGHT RESTRICTION ORDINANCE

