

Bertie County Board of Commissioners



April 7, 2014

BERTIE COUNTY BOARD OF COMMISSIONERS

April 7, 2014

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.

(A)

***** APPOINTMENTS *****

- 10:00-10:05** Invocation and Pledge of Allegiance by Commissioner Harrell
- 10:05-10:20** Public Comments
- 10:20-10:35** Check presentation from the Endowment Fund of the North Carolina State Bar Association Foundation (NCBAF) by Tom Hull for the Courthouse stabilization project
- 10:35-10:40** ABC Board Chairman, Miles Davis, will report on new initiative to prevent under aged drinking in advance of the high school prom season
- 10:40-10:55** Introduction and welcome of the Albermarle Regional Library’s new director, Teresa Cole
- 10:55-11:05** Dr. Michael Elam, President of Roanoke-Chowan Community College, requests funding for the “Better Bertie Initiative” (A-1)

Board Appointments (B)

1. FYI – Latest Board Vacancy Advertisement (B-1)

Consent Agenda (C)

1. Approve minutes for Regular Session 3-17-14, 3-20-14, and 3-24-14 (C-1)
2. Accept Register of Deeds Fees Report – March 2014 (C-2)
3. Accept Tax Department Error Ledger – January 2014 (C-3)

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

Discussion Agenda (D)

1. Black Rock water line construction update and request for change order approval (D-1)
2. Green Engineering – water system evaluation project update and recommendation for well pump flow and performance testing (D-2)

3. Department of Aging –
a.) review bids for Congregate Meal Nutrition Sites (D-3) and;
b.) Discuss programming concerns for Senior Center – Mr. David Perry
4. Discuss proposed schedule for Board of Equalization and Review
5. Review final draft of Business Personal Property Audit contract for services with CTS, Inc. (D-4)
6. Review final draft of Child Support Enforcement contract for services with YoungWilliams (D-5)
7. Review agreement for transportation services with Choanoke Public Transportation Authority (D-6)
8. Review final draft of office space lease agreement at the DRC building for the Pathway to Independence Program (D-7)
9. Review status of Board of Elections lease agreement for Hexlena/Mitchell I voting precinct (D-8)

10. Consider budget amendment from Boards of Elections for additional early voting sites as required by the State Board of Elections (D-9)
11. Review five year capital planning projections for Board of Elections to replace voting equipment as required by the State Board of Elections (D-10)
12. EMS Update and potential acquisition of equipment

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

Closed Session

Adjourn

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Ahoskie, NC 27910



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1358
www.roanokechowan.edu

March 7, 2014

Dear Chairman Perry & Commissioners:

I am forwarding the attached request for immediate consideration to complete the 2013-2014 budget year and to be included for the 2014-2015 fiscal year request.

In order to provide direct financial support to 5% of Bertie residents enrolled with unmet financial need, we are requesting that you allocate \$22,000 in the current fiscal year and \$60,000 for fiscal year 2014-2015. These funds will assist in providing work-study experiences for Bertie students to work as student workers on campus and for designated community and governmental agencies within Bertie County. Students would be assigned to work in jobs as closely related to their career choice as possible in order to gain meaningful employability skills and On-the-Job training experience. Student workers would be paid \$8 per hour for up to 15 hours per week for a maximum of 44 weeks totaling \$5, 280 per student per fiscal year.

These allocated funds would also serve to assist Bertie residents with completing the High School Equivalency Exam formerly known as the GED. The GED costs are projected to increase from \$35 to \$120 for the completion of the entire test.

Finally, 100% of the funds allocated for this initiative go directly to support and supplement Bertie student residents with unmet financial need as determined by our Financial Aid Department. We respectfully request your consideration and approval.

Sincerely yours in service,

A handwritten signature in blue ink, appearing to read "Michael A. Elam", is written over a horizontal line.

Michael A. Elam, Ed.D.
President

Cc: Scott Sauer, Bertie County Manager
Wendy Ruffin-Barnes, R-CCC Board of Trustees Chair

To support the Better Bertie Initiative we request \$60,000 to provide student aid for Bertie residents.

These funds will provide work-study funds for Bertie County residents who are not eligible for Federal Financial Aid Work-Study or who have an unmet need.

The students participating in this program will be paid to work on campus or in select areas in the Bertie Community.

Every attempt will be made to match work-study assignments to the student's major or course pathway.

Students will be eligible to work up to 15 hours per week for 32 weeks of the standard academic year, and 12 weeks of the summer term.

Students will be paid an hourly wage of \$8.00 per hour.

No administration fee shall be charged at this time. 100% of the funds go directly to support Bertie residents.

These funds will also be used to supplement costs associated with Bertie residents taking the High School Equivalency Test. The cost for the entire exam is projected to increase from \$35 to \$120.

Each of these programs will be able to be administered with the above requested amount. Thank you for your consideration.

FA List by Term, County, ES, EFC, Award, Amount, COA, UN

County Summary

Totals: (833 Items)	Count	Award Amount	Unmet Need
(empty)	2	5645.00	414.00
Beaufort	1	0.00	414.00
Bertie	214	648368.02	881736.00
Catawba	1	2117.00	6664.00
Chowan	7	10362.00	17,104.00
Currituck	2	8056.00	2664.00
Gates	59	194309.50	221917.75
Halifax	7	22165.80	49928.20
Hertford	440	1359701.76	1921549.50
Moore	1	0.00	0.00
Northampton	94	240931.77	398496.50
Perquimans	2	5935.63	14626.00
Pitt	1	0.00	0.00
Tyrrell	1	0.00	11,102.00
Wake	1	2909.00	8632.00
OVERALL Totals:	833	2500501.48	3535247.95

Wednesday, April 2, 2014

Bertie Ledger-Advance

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		
Applications being accepted immediately		
<u>Board/Commission/Committee</u>	<u>Positions Available</u>	<u>Position Requirement</u>
EMS Advisory Council	7	N/A
Northeast Tourism Development	1	N/A
Workforce Development Board	1	Organized Labor Representative
Economic Development	3	N/A
Voluntary Agricultural Districts	2	Windsor
	1	Whites Township
	1	Colerain II
Choanoke Public Transportation Authority (CPTA)	1	N/A
Child Fatality Prevention/Community	1	N/A
Child Protection Team		
Martin Community College – Board of Trustees	3	N/A
Mid East Regional Housing Authority	1	N/A
Mid- East Commission	1	N/A
Planning Board	1	District II
Upcoming Appointments by month		
May		
Applications due by April 26, 2014		
<u>Board/Commission/Committee</u>	<u>Positions Available</u>	<u>Position Requirement</u>
Nursing Home/Adult CAC Board	1	None, unless appointed
Voluntary Agricultural Districts	1	Snakebite
	1	Mitchell I
	1	Windsor II
	1	Roxobel
June		
Applications due by May 28, 2014		
<u>Board/Commission/Committee</u>	<u>Positions Available</u>	<u>Position Requirement</u>
ABC Board	1	N/A
Choanoke Public Transportation Authority (CPTA)	2	N/A
Planning Board	1	At Large
	1	District III

Windsor, North Carolina
March 17, 2014
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 7:00PM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice-Chairman
Ronald "Ron" Wesson
Rick Harrell

Absent: John Trent

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah Seredni
County Attorney Lloyd Smith
Network Administrator Joe Wilkes
Finance Director William Roberson
Nuisance Abatement Officer Barry Anderson
Planning Director Traci White

Media members present included Thadd White of the Bertie Ledger-Advance and Gene Motley of the Roanoke Chowan News Herald.

Other staff members present for a portion of the meeting included: Sheriff John Holley and Department of Social Services Director Linda Speller.

Chairman Perry opened the meeting and thanked all of those present for their attendance and interest in their local government.

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Vonner Horton gave the Invocation.

Chairman Perry led the Pledge of Allegiance.

PUBLIC COMMENTS

Garry Terry, Chairman of the Bertie County Republican Party, approached the Board with concerns about a recent news article entailing the Board's comments in response to a recent Hertford County resident being appointed to the Roanoke Chowan Community College's (RCCC) Board of Trustees.

Mr. Terry stated that the article was meant to smear the Republican Party and that bringing politics into education was not in the best interests of the students enrolled at RCCC.

In response, Commissioner Wesson stated that according to the President of RCCC, Dr. Michael Elam, the recommended individual that was submitted to the RCCC Board of Trustees by the Bertie County Board of Commissioners was denied the appointment, per Governor Pat McCrory's office, due to political party affiliation.

Mr. Terry replied by stating that he would not believe that information unless it were to be in writing and until then, the information is only "hearsay."

Commissioner Harrell reiterated that it was important to have representation from Bertie County on the RCCC Board of Trustees even if it meant recommending someone based on political affiliation.

Chairman Perry requested that Mr. Terry contact the appropriate individuals to get to the bottom of the debate.

There were no additional Public Comments in this section.

APPOINTMENTS

Public Hearing to discuss amendments to the 2011 CDBG Scattered Site Housing (SSH) program and the 2011 CDBG Hook-Up (HU) program

Mike Barnette of McDavid & Associates approached the Board with a description of a needed program amendment to the SSH program.

Mr. Barnette stated that there is 1 additional house located in Aulander that needs to be added to the program, but that would require a transfer of funds in the amount of \$30,000.

The funds would need to be moved from the L-1 project to the C-1 project in order to make sufficient funds available to complete the replacement home.

Chairman Perry opened the Public Hearing to comments regarding the program amendment.

There were no comments at this time. The Board conducted the next hearing.

Mr. Barnette stated that a program amendment was needed in regards to the 2011 CDBG Infrastructure Hook Up Program.

Mr. Barnette stated that according to Program Management requirements, they have secured 16 additional applicants for Phase 2. In order to add these 16 additional applicants to the program, the County must submit a Program Amendment request to the State Division of Community Assistance.

Chairman Perry opened the floor to Public Comments regarding the Hook Up program.

There were no Public Comments at this time.

Commissioner Wesson made a **MOTION** to move the amount of \$30,000 from the L-1 project to the C-1 project as needed for the SSH program, and to move forward with the 16 additional applicants to the 2011 CDBG Infrastructure Hook Up program as requested. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Public Hearing to discuss the intention of the County to apply for FY2013 CDBG funding under the Title I of the Housing and Community Development Act

Rodney Tart of Green Engineering approached the Board regarding an application for FY2013 CDBG Funding under the Title I of the Housing and Community Development Act.

The grant application is being submitted on behalf of Bertie County because the County has the need and intention to construct a Supervisory Control and Data Acquisition (SCADA) system to manage water loss, and to monitor water system operations.

Mr. Tart stated that this Public Hearing was the first of two that are required to be eligible for the grant.

County Manager Sauer interjected by saying the next Public Hearing is scheduled for Monday, March 24, 2014.

Mr. Tart stated that more detailed information and cost break downs would be provided at the next Public Hearing.

Commissioner Wesson clarified by saying that neither program (either McDavid & Associates or Green Engineering) is requesting funds from Bertie County, and that all mentioned amounts are being provided by their respective grants.

There were no Public Comments at this time.

Chairman Perry ended the Public Hearing.

Pathway to Independence – program overview and DRC office space request from Reverend Vonner Horton

Reverend Vonner Horton introduced the Board to the Pathway to Independence program. The program is designed to assist low-moderate income women in becoming self sufficient.

The program is designed to offer assistance with educational and occupational opportunities, as well as life guidance.

Commissioner Wesson suggested that the Mid-East Commission's new Grant writing software program may be of benefit for this program.

Rev. Horton also requested to occupy office space in the newly re-opened DRC building as a hub for the Pathway to Independence program.

The Board received information in their packet as it related to that request.

Commissioner Harrell stated that he was familiar with the program, and that Bertie County was a great place for it.

The Board reached consensus about a lease of office space to the program, utilizing the same terms in the lease agreement with the existing tenant. .

Commissioner Wesson also recommended that Rev. Horton work closely with the County Manager to draft a lease but to also maintain awareness about current grant opportunities that could benefit the program.

Vice Chairman Smith made a **MOTION** for County Attorney Smith and County Manager Sauer to draft a lease for the Pathway to Independence program with input from Rev. Horton. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

Dr. Ann R. Britt, President of Martin Community College (MCC) – discuss opportunities to serve on the Board of Trustees

Dr. Ann R. Britt, President of MCC, approached the Board regarding the current happenings of MCC.

Dr. Britt stated that MCC will celebrate its 50th anniversary on May 16, 2014 and stated that the North Carolina Community College System has become a national model of other Community College systems.

Dr. Britt discussed MCC's service area, course/program offerings, state/federal funding, as well as the opportunity of a Commissioner of the Board to serve on the MCC Board of Trustees.

Dr. Britt described the process of selection of appointees as well as the trustee and term of appointment criteria as outlined in NCGS 115D-12(b) (b1).

Dr. Britt also shared the history of the agreement between the County and the Town of Windsor in regards to the shared cost of utilities for the community college facility.

Dr. Britt also indicated that she will return in the near future to share more detailed program and budget information.

BOARD APPOINTMENTS

Draft Board Vacancy advertisement

The Board was provided with a list of current Board vacancies as well as upcoming vacancies. The draft advertisement was compiled by Clerk to the Board, Sarah Seredni.

The advertisement will be posted upon completion in the Bertie Ledger-Advance in April 2014 as required the Board Appointment Policy.

CONSENT AGENDA

Approve minutes for Regular Session 3-3-14

Commissioner Wesson made a **MOTION** to approve the Regular Session minutes from 3-3-14. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

County Attorney Smith recommended that the Closed Session minutes from 3-3-14 be approved as well as they do not affect pending legal matters.

Commissioner Wesson made a **MOTION** to approve the Closed Session minutes from 3-3-14 as recommended by the County Attorney. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Accept Register of Deeds Fees Report – February 2014

Commissioner Harrell made a **MOTION** to approve the Register of Deeds Fees Report for February 2014. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Accept proclamation declaring April 6-12, 2014 as the *Week of the Young Child*TM

Commissioner Harrell made a **MOTION** to approve the proclamation declaring April 6-12, 2014 as the *Week of the Young Child*TM. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Resolution reads as follows:



A PROCLAMATION DECLARING APRIL 6-12, 2014 AS THE *WEEK OF THE YOUNG CHILD™*

WHEREAS, Albemarle Smart Start and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the *Week of the Young Child™*, April 9, 2014; and

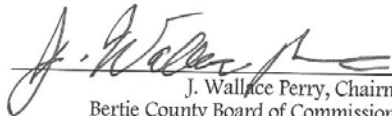
WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Bertie County and

WHEREAS, teachers and others who make a difference in the lives of young children in Bertie County deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures;

NOW, THEREFORE, we the Bertie County Board of Commissioners do hereby proclaim that April 6-12, 2014 as the *Week of the Young Child™* in Bertie County and encourage all citizens to work to make a good investment in early childhood in Bertie County, North Carolina.

Adopted this 17th day of March, 2014.



J. Wallace Perry, Chairman
Bertie County Board of Commissioners



Sarah Seredni, Clerk to the Board

FYI – CDBG Monthly Performance Status Reports

The Board received various Status Reports dating back to July 2013 regarding the CDBG Monthly Performance.

There was no action needed on this item.

DISCUSSION AGENDA

Child Support Enforcement Contract Renewal with YoungWilliams

Carla West of YoungWilliams and Linda Speller of the Department of Social Services were present for this portion of the meeting.

County Manager Sauer recommended that the Board renew their current contract for Child Support Enforcement Services with YoungWilliams for an additional 4 years.

County Manager Sauer stated that using an outside firm is more cost effective than taking on the tasks as a County.

Ms. Speller also stated that it would require more County staff if there task were to fall on the Department of Social Services.

County Attorney Smith inquired if the renewal contract will be similar to the previous contract.

Ms. West responded by saying that the new contract will be the same as the previous contract, but with minor changes.

Commissioner Wesson made a **MOTION** to extend the contract with YoungWilliams for Child Support Enforcement services for an additional 4 years as recommended by the County Manager and that the County Attorney will review the contract in preparation for the Chairman's signature. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

Manufactured Home Park Ordinance presentation of latest draft

County Manger Sauer requested direction from the Board regarding the progress of the proposed Manufactured Home Park Ordinance.

He recommended that the Board allow him to move forward with Planning Director Traci White to finalize the ordinance and to conduct a required Public Hearing. A Public Hearing could take place as early as the second meeting in April 2014.

County Attorney Smith reiterated that this ordinance could assist the Board in the future with homes being placed on roads that do not meet NCDOT standards as discussed in the October 2013 Planning Retreat.

The Board reached concurrence for the ordinance to move forward and to hold a Public Hearing as recommended by County Manager Sauer.

Joint Land Use Study for Seymour Johnson Air Force Base

County Manager Sauer informed the Board that Planning Director Traci White had begun representing the County at the meetings regarding the Joint Land Use Study for Seymour Johnson Air Force Base.

Ms. White stated that the organizers of the study are interested in having an elected official from Bertie County to serve on the study's Policy Committee.

The Board reached concurrence and stated that they would be thinking about an elected official to represent the County on the Committee.

Business Personal Property Listing – audit proposals

County Manager Sauer reminded the Board that they had seen proposals from two different vendors regarding Business Personal Property Tax audits, and that upon further review with Tax Administrator Jodie Rhea, Mr. Sauer recommended that the Board pursue a contract with CTS, Inc.

Commissioner Wesson made a **MOTION** to pursue a contract with CTS, Inc. as recommended by the County Manager, and that the County Attorney prepares a draft contract for the Board's review in the near future. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Consider proposed resolution regarding Medicaid/Medicare reimbursements as proposed by the Bertie County African American Democratic Caucus

County Manager Sauer informed the Board that Patricia Ferguson, the Chairman of the African American Democratic Caucus, had submitted a Resolution of Support for Medicaid Expansion in North Carolina.

Vice Chairman Smith made a **MOTION** to approve the Resolution of Concurrence as drafted by County Attorney Lloyd Smith. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Resolution reads as follows:

**BERTIE COUNTY BOARD OF COMMISSIONERS
RESOLUTION OF CONCURRENCE FOR MEDICAID EXPANSION
IN NORTH CAROLINA**

WITNESS THAT WHEREAS, Northeastern North Carolina suffers from unequal access to health care services;

WHEREAS, the Bertie County African American Caucus has passed the attached Resolution calling upon the North Carolina General Assembly and the Governor of the State of North Carolina to accept federal funds to expand Medicaid in North Carolina; and

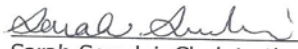
WHEREAS, the undersigned Commissioner's support this important initiative to improve the quality of healthcare to the citizen's of Bertie County.

NOW, THEREFORE, be it resolved by the Bertie County Board Comissioners through this Resolution of Concurrence that the undersigned Commissioners support the important initiative expressed in the attached Resolution adopted by the Bertie County African American Caucus to improve the quality of healthcare delivered to our citizens.

The foregoing Resolution of Concurrence was introduced by Commissioner Smith and seconded by Commissioner Wesson. The vote for adopting said Resolution was 4 in favor and 0 opposed. Therefore, said Resolution was adopted.

Adopted this 17th day of March, 2014.


J. Wallace Perry, Chairman of


Sarah Seredni, Clerk to the Board

COMMISSISONERS' REPORTS

Commissioner Wesson consulted the Board about an opportunity for the Albemarle Regional Health Services (ARHS) to return to the Board to present new tobacco free regulations on county property.

Mr. Wesson stated that any and all signage would be set up, and paid for by the ARHS using grant funding that is currently available.

The Board reached consensus to invite ARHS back to the County to hear more about the opportunity.

Commissioner Harrell reminded the Board that we had asked the County Manager to work on several items recently: the response to false claims published in a recent mass flier and letter to the editor; the salary comparison information for the Sheriff with other counties in our region; and the expenditures for legal fees.

Commissioner Harrell noted that some of these issues had been dealt with and others had not.

Mr. Harrell stated that he was looking for feedback about all items and that he was still meaning to work with Finance Director William Roberson to understand the outstanding legal fees.

Commissioner Wesson asked County Attorney Smith if the Board could go into Closed Session to discuss the matter of the Sheriff's salary as it compared to neighboring counties in the area.

Upon review, County Attorney Smith stated that salary information of an elected official is public record and therefore must be discussed in Open Session.

Commissioner Wesson prompted the Board to have an open discussion.

Chairman Perry stated that since Commissioner Trent was missing due to illness that the Board would discuss the topic at the next meeting on Monday, April 7, 2014.

The Commissioners had no further remarks at this time.

COUNTY MANAGER'S REPORTS

The County Manager reported that the Council on Aging has prepared its annual request for proposals for congregate meals and the bids should be reviewed and available for the Board to consider at its April 7th meeting.

County Manager Sauer also informed that Board that the County had received a bid from an interested party regarding a foreclosed property located at 517 Quitsna Road in Windsor (PIN: 5861-52-5880).

The current offer being made is \$3,746.61 which would include a 5% deposit.

County Manager Sauer requested that the Board give permission to advertise for an upset bid.

Commissioner Wesson made a **MOTION** to grant permission to the County Manager to advertise for an upset bid on the foreclosed property located at 517 Quitsna Road in Windsor. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

COUNTY ATTORNEY'S REPORTS

County Attorney Smith informed the Board that he has responded to a federal subpoena for litigation involving the State Board of Elections on Friday, March 14, 2014. He stated that the County did not have a lot of information to provide, but that all related documentation was sent as requested.

County Attorney Smith also stated that the contract with McDavid & Associates regarding the water extension project on Farm Road had been reviewed, and that the document was ready for the Chairman's signature. He also noted that his negotiations resulted in significant savings. One item in particular was reduced from \$20,000 to \$2,500.

Lastly, County Attorney Smith informed the Board that he did not have any news to report regarding EMS and that he did not believe the Board would need legal representation at the Water & EMS Work Session on Thursday, March 20, 2014.

PUBLIC COMMENTS CONTINUED

Reverend Vonner Horton inquired about the decisions for the Board to table the matter of the Sheriff's salary. She stated that she did not understand why the matter should be tabled when a quorum was currently present that could settle the issue.

Chairman Perry reiterated that the topic would be discussed at the next meeting on Monday, April 7, 2014.

Reverend Horton stated that reasoning was insufficient.

Commissioner Wesson stated that the Chairman does have the authority to table the matter but that he did not agree and would prefer to discuss it this evening.

Chairman Perry reiterated once more that the matter would be discussed at the next meeting on Monday, April 7, 2014.

Monica Lassiter of Windsor inquired about the Community Meeting schedule and asked when the Board would be revisiting the various townships to conduct Commissioners Meetings.

Chairman Perry stated that the Community Meetings would resume in early summer 2014.

Tim Phelps of Windsor approached the Board with concerns regarding recent raises that have been received by various County employees. He stated he had been receiving calls from various community members asking why these raises were given. Mr. Phelps stated that in talking with some of the Commissioners, he was satisfied with the answers he received. Mr. Phelps requested that the Board give the public a chance to hear the reasoning behind the awarding of raises so that public discord could remain at a minimum.

There were no other Public Comments in this section.

RECESS

Chairman Perry recessed the meeting at 8:45pm. The Board will reconvene for Thursday, March 20 at 9:00am in the 2nd floor Glass Conference Room located at 106 Dundee Street Windsor, NC 27983.

J. Wallace Perry, Chairman

Sarah Seredni, Clerk to the Board

**Windsor, North Carolina
March 20, 2014
Work Session**

The Bertie County Board of Commissioners met for a Work Session at 9:00AM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The Board recessed their Monday, March 17th meeting in order to hold the Work Session. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice-Chairman
Ronald "Ron" Wesson
Rick Harrell
John Trent

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah Seredni
County Attorney Lloyd Smith
Network Administrator Joe Wilkes
Information System Administrator Scott Pearce
Finance Director William Roberson

Media members present included Thadd White of the Bertie Ledger-Advance and Gene Motley of the Roanoke Chowan News Herald.

Other staff members present for a portion of the meeting included: Human Resources Director Carolyn Fornes as well as Connie Coburn and Rickey Spivey of the Water Department.

Chairman Perry opened the meeting and thanked all of those present for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Trent led the Invocation and Pledge of Allegiance. He also thanked the Board for recessing the last meeting due to his recent sickness so that he may be a part of the discussions of this meeting.

Commissioner Harrell withdraws from electoral process

Commissioner Harrell read and submitted the following letter for the County record:

To the citizens of Bertie County,

After much prayer, thought and consideration, I, Rick Harrell, Bertie County Commissioner for District 2, submit my intent to withdraw from the electoral process. I will continue to serve until the end of my term. My name will appear on the May primary ballot; however, I will not be seeking votes from the citizens of Bertie County.

During my sixteen years of service to this county, I have tried to serve with integrity, honesty, and moral soundness for all of the citizens of the county. I love this county and the people. I will continue to be a servant to help, assist, and promote Bertie County.

Respectfully Submitted,
Rick Harrell

Review Sheriff's Salary

Commissioner Wesson informed those present that the Board had completed a comparative summary of Sheriff John Holley's current salary and that of the other Sheriffs in the region.

As a result, Commissioner Wesson made a **MOTION** to increase Sheriff Holley's salary from the current \$63,296 to \$72,000 effective immediately with a promise to also explore salary adjustments for other County employees during the upcoming budget season. Commissioner Trent **SECONDED** the motion.

Before a vote was completed, the Board discussed the motion openly.

Commissioner Harrell stated that he believed this action could wait until budget season and that it should be done fairly out of respect for all employees. He stated that he believed not going through the budget process on this was unfair to other employees.

Commissioner Harrell also informed the Board of concerns that have been brought to his attention from both County employees and the general public. Mr. Harrell stated that some citizens who approached him believe that the issue of Sheriff Holley's salary is based on race and not necessarily on merit.

Commissioner Wesson stated this issue is not about race and that he felt the margin between the Sheriff's salary and that of another employee was too small of a difference since Mr. Holley puts his life on the line everyday for the County.

Commissioner Harrell said that even though he didn't disagree with Sheriff Holley receiving he raise, he felt that it could wait until budget season started in the near future.

Chairman Perry voiced concerns that there were some County employees who work 7 days a week for the County and those individuals should be considered during the budget process.

Vice Chairman Smith stated that no matter what the Board decided on this issue that were would be division both on the Board and in the community.

Again, As a result, Commissioner Wesson made a **MOTION** to increase Sheriff Holley's salary from the current \$63,296 to \$72,000 effective immediately with a promise to also explore salary adjustments for other County employees during the upcoming budget season. Commissioner Trent **SECONDED** the motion. The **MOTION FAILED** with Chairman Perry, Vice Chairman Smith, and Commissioner Harrell voting "no," in favor of waiting to discuss a salary increase for the Sheriff, as well as other employees, during budget season.

Health Insurance revised proposal and update of benefit plan options by Donna Nixon of Pierce Group Benefits

Donna Nixon of Pierce Group Benefits updated the Board about her current research in determining new possible Health Plan alternatives.

She outlined various plans with the current provider as well as from outside providers. Ms. Nixon explained the various attributes of each plan, and provided the Board with various charts to depict the differences between each plan.

The Board commended Ms. Nixon on her prompt and thorough research of the matter.

Ms. Nixon answered questions regarding the current Health plan and all of its alternatives as needed.

After some Board discussion, County Manager Sauer made sure the Board was aware that no decision was needed today, but to keep this information in mind for the upcoming budget season as a decision will need to be made then.

Green Engineering to review final grant application, proposed Capital Improvement Plan, and the latest water loss reports

Rodney Tart of Green Engineering was present for this portion of the meeting.

Mr. Tart updated the Board on the current grant application for a Supervisory Control and Data Acquisition (SCADA) system, as well as on the current water loss numbers.

Mr. Tart emphasized that getting a handle on the water loss was imperative and that because of the current figures; the County stood a strong chance of receiving the grant for the SCADA system.

Mr. Tart also requested that the Board approve the Capital Improvement Plan, Water Loss Reduction Plan, and a Resolution declaring the County's intent on applying for the SCADA system.

Commissioner Trent commended Mr. Tart for keeping the Capital Improvement Plan in “plain English” because it was easy to understand.

Mr. Tart emphasized the importance of calibrating the County’s largest water meters, because “these are your cash registers,” and they haven’t been checked in 20 years.

Commissioner Trent made a **MOTION** to approve the Water Loss Reduction Plan with the changes discussed. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Water Loss Reduction Plan reads as follows:

Bertie County Regional Water System

Water Loss Reduction Program

FY 2013-14

I. Water Audit

Each monthly billing cycle, the billing department will conduct an in house audit with the following components included:

- A. Amount of Water consumed in gallons Percent of total water produce**
- B. Graph showing the trends in time of monthly consumption and production.**
- C. Audit will include the number of days wells are operated and total hours each well is operated per month**
- D. Total cost of water loss for each billing period**
- E. Total accounted for water in thousands of gallons will be multiplied by the lowest retail rate in the rate schedule as adopted by the BCBOC.**

II. Metering

- A. As of July 1, 2013 there were 5,733 connections in the system that were metered, 4500 are active, 1233 are inactive, and 7 unmetered representing 99.9 percent metered**
- B. The unmetered connections are all large connections.**
- C. All water connections effective July 1, 2015 shall be metered**
- D. Water connections as of July 1, 2013 unmetered**
 - 1. Hertford County Road**
 - 2. Scotch Hall sub system**
 - 3. Mutual Aid interconnect - Town of Windsor**

4. **Mutual Aid interconnect - Town of Harrelsville**
 5. **Mutual Aid Interconnect - Town of Roxebel**
 6. **Mutual Aid Interconnect - Town of Powellsville**
 7. **Line flushing sites**
- E. Tankers and pool fillings shall be metered**
- F. Irrigation will be metered**
- G. Meter Replacement Policy.**
1. **Meters are replaced monthly when determined to not meet minimum performance of 98.5 percent accurate or if the meter has stopped measuring.**
 2. **Meters with a 15-year field age are randomly pulled for testing to insure that they meet minimum AWWA standards.**

Those found with below substandard performance are replaced.

3. **Approximately 3 percent are replaced per year. This is an estimated figure.**
4. **All large meters 4-inch and above shall be calibrated to AWWA standards as a minimum every two years. Those meters found to operate below the AWWA standard shall be repaired in the field or replace within 60 days of the recalibration anniversary date or as early as found defective(which ever occurs first).**
5. **Water Audits are conducted by four regions in the system.**

Effective February 16, 2014 Region II was zoned off to begin an isolated water audit. This region was selected due to excessive tank over flows and well pump run times exceeding their allowable permitted run time, and the apparent large discrepancy in water sold vs. produced.

II. Hidden Leak Detection and Repair

- A. 2013 approximately 113.5 Man Hours of time were involved in Leak Repair. Hours/12 billing cycles = hours per billing cycle (113.5/ 12= 9.46 hours per billing Cycle for leak repair.)
- B. The Water System began December 2013, began conducting a water audit as part of a system evaluation process. Four years of water records was reviewed to quantify the unaccounted for water loss over that period. The visible losses so far have been from excessive tank over flows due to inadequate telemetry controls and lack of tank altitude valves. There has not been any pressure problem due to any repetitive line breaks. The department is hopeful that the remaining imbalance in the system will be from large customer meter calibration and well production meters. The current telemetry system is incapable of providing daily production logs.

Once the system is within a 15 percent variance, the department will engage hidden leak detection services from the NCRWA and /or private contractors. We believe based upon our intitial findings that data log, meter calibration, tank overflows , lack of enough altitude valves, and no computer control with archiving ability are the biggest issue to address before we began concentrating on hidden leak issues.

- C. The system map shows by number the leaks found and repaired over the calendar year 2013-14 to date.
- D. All leaks found or reported are repaired as soon as possible, usually within one business day unless it's determined to be major and service is interrupted. Major Service interruption leaks are repaired as soon as reported.

To date there has not been significant justification to replace any line due to excessive leakage from defective material or construction methods.

As part of our new management strategy, each water line segment leak repair will be tracked. Materials and labor will be kept on each leak to use as a data base to determine if and when a line should be replaced. Those records would be used to justify line replacement in the Capital Improvement Plan (CIP). The current CIP has a 5-year planning horizon. Each year the CIP is updated and one additional year is added.

- E. Previous records were not kept for water loss found and repairs made. Effective Jan 1, 2014 the department began to track and manage this item. Further action by the board adopting the Water Loss Reduction Plan (WLRP) now requires full accounting of water loss and the association expenses incurred both by loss of product as well as materials and labor essential to restore proper service. Total Leaks repaired for FY 2013-14 period to date was approximately thirteen. These leaks were small service, line breaks, hydrants hit by vehicle, blow off valve damages, and tank overflows. (see attached leak map)

Total Estimate of repair cost to date for FY 2013-14 is approximately \$4875.

Total estimated water saved in dollars for FY 2013-14 Budget was approximately \$8300.

C. Water Loss Budget Planning

1. CIP(Capital Improvement Plan) calls for a new SCADA system. One of the major water loss items over the last four years has been excessive tank over flows without alarm and monitoring capability.
2. The budget also calls for master meter vaults to be installed on large mutual aid connections and some installation of meter vaults for measuring sub systems and regions of the water system.
3. The Board is considering updating the current billing software to alert the billing staff of low range usage and zero read activity each billing cycle.
4. Part of the water loss reduction program is additional field staff training to become more aware of how water can be unaccounted for through membership with the North Carolina Rural Water Association.
5. The CIP request \$ 12,000 in the current budget to recondition all existing altitude valves, which are currently failing. The SCADA Project will replace the old valves and install 4 additional new valves all of which will be integrated with the SCADA system

IV. Line Location Services

- A. 100 percent of all water lines installed to date are recorded in the County GIS data base. (see map attached)
- B. Each line extension approved requires the developer to submit as built drawings that are submitted to GIS department to be put into the Bertie County GIS database.

V. Valve Exercising Program

A. Inventory

1. Current GIS data base shows 2826 gate vales
2. Current GIS data Base shows 190 blow off valves
3. Current GIS database shows 315 fire hydrants
4. Current GIS data base shows 2 check valve vaults

B. Exercise Goal

Due to current staffing ,our valve exercising goal is to exercise approximately 2 percent of all system valves per billing cycle with a complete rotation over a five year period. This equates to approximately 50 valves per month (600 per year) averaging approximately 2.5 valves per working day.

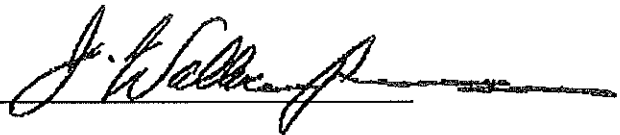
Only 15% of the existing valves were exercised in 2012-2013 budgets due to work load, holidays, vacations, sick leave and operational contingencies. Additional Labor is being request to assist with water loss and valve exercising in the FY 2014-15 budget cycle.

Duly adopted this the 20th day of March 2014, upon motion made by
Commissioner Trent, seconded by Commissioner


Smith, and adopted by the following vote:

Ayes: 4 Noes: 0 Absent: 1

Board of Commissioners of the County of
Bertie

By: 

J. Wallace Perry, Chairman of the Board
and of the governing body of all Water
Districts of Bertie County

ATTEST: 
Sarah Seredni, Clerk to the Board

County Manager Sauer stated that Rickey Spivey deserved most of the credit in getting this Water Reduction Loss Plan on its feet as well as working so diligently with Mr. Tart on the grant application.

County Manager Sauer assured the Board that he would get with Mr. Spivey as soon as possible to discuss the budget for next fiscal year.

Mr. Tart also discussed the Capital Improvement Plan by stating that the current plan should be updated during every budget season so that it presents the best picture of the County's water system.

Commissioner Wesson made a **MOTION** to approve both the Capital Improvement Plan with changes discussed and the Resolution of the County's intent to submit a CDBG grant application for the SCADA system. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Capital Improvement Plan reads as follows:

BERTIE COUNTY Regional Water System

Capital Improvement Plan 2013-2020

EXECUTIVE SUMMARY

The capital improvement plan attached herewith is a working tool developed by the Utility staff to give guidance toward the County's water infrastructure development and capital needs program. It consists of an assessment of the current water system and capital project needs over a five-year period. This plan is offered to the Board to seek their guidance and input as they look toward Bertie County's future. This plan should be a helpful fiscal planning tool that allows the utility department to forecast capital demands on revenues and borrowing power to help avoid overextending ourselves financially during the next five years and beyond. BCRWS recommends that the review and approval of this capital improvement plan be accomplished annually as part of the budget process. General approval of this document by resolution does not commit the Board to specific approval of any one project or expenditure, nor does it appropriate money for any project. This would still be accomplished through separate capital project ordinances. The approval by resolution from the Board simply approves the capital improvement plan as a plan for the forecast period.

DESCRIPTION OF COUNTY

Demographics. The county was formed as **Bertie Precinct** in 1722 from the part of Chowan Precinct of Albemarle County lying west of the Chowan River. It was named for James Bertie, his brother Henry Bertie, or perhaps both, each having been one of the Lords Proprietors of Carolina. It is bordered by Hertford County to the north, Chowan County to the East, Martin County to the southwest, Washington County by the southeast, and Halifax County to the northwest.. Bertie County, is the third largest county in land area in North Carolina. The total land area is 741 square miles, of which 699 is made of land mass and 42 of water with an estimated population of 21,282 residents according to the 2010 census. The most eastern edge of Bertie joins the Chowan River which is the boundary between Chowan County. The county is divided into nine townships: Colerain, Indian Woods, Merry Hill, Mitchells, Roxobel, Snake Bite, Whites, Windsor, and Woodville. The county has eight incorporated towns: Askewville, Aulander, Colerain, Kelford, Powellsville, Merry Hill, Roxobel, and Windsor the county seat.

Description of Existing Facilities.

The Bertie County Regional Water System provides water services to approximately 5733 connections which equals 14,333 citizens. The Bertie County Regional system supplies water to the its rural citizens and has emergency interconnections with 4 of the eight towns within the county. It supplies water to the Bertie County Correctional Facility, all County Schools, 27 commercial customers and the Town of Woodville- Lewiston. The Utility also has water purchase contracts with the Town of Roxebel. The Bertie County Regional system utilizes Upper Cape Fear, Lower Cape Fear, and to a lesser degree the Beaufort Aquifers as the source for the system's drinking water and currently has pumping capacity of 3.12 million gallons a day. Bertie County's water system is made up of four county water districts. Each of these districts exists as a separate legal entity pursuant to Chapter 162A, Article 6 of the North Carolina General Statutes. The County maintains and operates the districts for a fee equal to

the districts' debt service amount. This amount is paid from general revenues received from water sales from the various districts.

The Bertie County Water Department was established in 1995. It has grown in the last nineteen years to approximately 5733 water customers, including 29 commercial customers and 8 full time employees. The Bertie County Regional Water System consists of approximately 520 miles of water mains, 3 booster pumping stations, 8 elevated water storage tanks, 13 water supply wells, and totals over 20.8 million dollars in assets. Approximately 70% of County residents now have access to public water. As is apparent from the above history, this department has experienced tremendous growth and accomplishment through the valiant efforts and foresight of past and present Bertie County Commissioners and staff. Their dedication to a countywide water system is the reason for this department's success.

WATER SYSTEM

Water Supply Facilities.

It is believed based upon the NC Division of Water Resources data base information, that the ground water supply for Bertie County should be reliable through 2050. This is based upon the current levels of water in the three primary aquifers that are presently serving the county and municipal use. These are the Beaufort (entire County), Upper Cape Fear (western two thirds of the county), and Lower Cape Fear (almost the entire county). Because the quality of water in the Upper Cape Fear and deeper aquifers is of high quality there is little to no treatment required to meet public health drinking water standards other than disinfection. Currently there are no disinfection by-product issues with the Upper Cape Fear and so there is a heavier demand for this aquifer. The State continues to monitor the ground water levels in Bertie County, and there are presently four monitoring sites maintained which allow measurements from the shallowest to the deepest aquifers. These monitoring wells interface with six different aquifers with constant monitoring for developing a robust database. The State continues to monitor the ground water levels in Bertie County and there are presently four monitoring wells maintained ranging from 662 feet below the earth's surface to 1,194 feet.

These test wells interface with five different aquifers with constant monitoring for developing a robust database.

The County's well supply provides a safe yield of 3,124,800 gallons per day. The production facility is composed of thirteen (13) wells throughout the four water districts. The ground water quality is superior for the region and requires no treatment other than disinfection. However, wells 3 and 4 are considered to be marginal with iron and this plan considers potential treatment the next 5 year planning horizon. The distribution system is composed of 520 miles of pipe ranging from 3/4 inch to 12 inch transmission composed primarily of PVC and Ductile Iron. There is approximately 3,500,000 gallons of overhead storage for emergency reserves and providing adequate pressure for service.

Water Supply Plan.

The State of North Carolina requires that all water systems submit an approved water supply plan annually. This plan has been updated by the Utility Department staff. The most current plan on record with the North Carolina Department of Water Resources is 2012. The purpose of this plan is to provide evidence to the State that the water system is providing adequate planning for the supply of water through a designated planning period. This plan noted that over the last four years the system averaged over 40 percent in unaccounted water loss. The Board has made water loss a high priority and is currently seeking funding to upgrade and replace the systems outdated telemetry system with a Supervisory Control and Data Acquisition System.

Hydrology

The eastern side of Bertie County is bordered by the Chowan River which is considered a valuable natural resource, however it is currently classified as an "impaired" surface water by the Division of Water Quality within the Department of Environment and Natural Resources.

It is anticipated that the Division will implement nutrient limit rules for new development within the entire River Basin. The western side of the County is bordered by the Roanoke River. The primary water source for the Regional System is deep wells and they currently do not pose any impact to the River basins. Currently, Bertie County is excluded from the Central Coastal Plain Capacity Use area(CCPCUA). This controlled zone is separated by the Roanoke River and Martin County.

Water Conservation Measures.

Bertie County is has adopted a Water Shortage Response Plan. The board is currently evaluating the system to determine was loss and considering the adoption of a Water Shortage & Conservation Ordinance that will include the Water Shortage Response Plan . The ordinance is in response to the drought conditions in our area over the last several years. The ordinance will more clearly define the stages of water conservation and what triggers their enactment stages. The Water Shortage Response Plan will also establish a normal irrigation schedule and increased the department's enforcement authority during emergencies. Our water supply is a critical resource that must be protected at all costs. This ordinance change is also critical to infrastructure funding with federal and state agencies.

The staff is recommending in the FY2014-15 budget to install a new Supervisory Control system (SCADA) to facilitate the management of pumping all thirteen wells. There is currently no operational and management control over well production exceeding the allowable permitted hours to run. This system will enable the Operator in Responsible Charge (ORC) to maintain each well within pumping limits . Because of excessive water loss the SCADA system will enable the ORC to maintain production and water loss records on a daily basis which will facilitate the overall management efforts in reducing unaccounted for loss.

Water Distribution System.

Currently there are over 520 miles of water mains from 2 inch to 12 inch in diameter. There remains several communities that do not have service. Currently there are plans to evaluate the un served areas in throughout the county. The department is currently under contract with Green Engineering, PLLC to develop an Operations and Systems Evaluation to address un served areas of the county and to develop policy and plans to improve existing service and plan additional services in those areas that are feasible.

Regional Interconnects. The utility department recognizes the importance of interconnects on both a local and regional basis its role to serve other system during mutual aid needs. These interconnections are also part of the Departments risk management goals. BCRWS currently has emergency interconnects with the Town of Windsor, Town of Harrellsville, Roxobel, and Powellsville.

These connections are of a vital importance in the event of emergency water shortage conditions. The ability to provide and receive additional water from these various sources makes reduces risk and provides for sound regional planning. As our water system continues to grow, there will be additional interconnections with our various neighbors.

FINANCIAL PLANNING

Revenue Projections.

Revenue projections for the next 5 years are difficult if not impossible to correctly predict. They are tied to a myriad of factors including residential and commercial growth in the County, local and regional economic conditions, and the ability of our Department to meet all future water needs throughout the County and region. Before we can attempt to predict future revenues, we need to look at current revenue trends for the last several fiscal years:

BCRWS Operating Revenues

Financial Period	<u>Operating Revenues</u>
FY 03-04	\$ 1,432,652
FY 05-06	\$ 1,558,018
FY 06-07	\$ 1,663,522
FY 07-08	\$ 1,792,083
FY 08-09	\$ 1,891,198
FY 09-10	\$ 1,703,413
FY 10-11	\$ 1,931,559
FY 11-12	\$ 2,072,802
FY 12-13	\$ 2,059,888

The operating revenue table illustrates the revenue generated for the last 9 years. You can see from these figures that revenues increased by over \$500,000. This represents a 31% increase in operating revenues in that time span. The majority of this increase is due to annual inflationary-based increases in water rates and the growth of water infrastructure throughout the County. Note that even thru 2009 - 20011 with the economic down turn the water system grew in revenue. Much of this increase can be attributed to the increase in sales from the AVOCA FARM INDUSTRY and the new NC DOC PRISON.

A consumptive analysis will be conducted during the current year's operating budget which will assess usage block ranges to facilitate the development of a rate increase to recover the down turn of FY 2012-13. The overall financial strategy of the Department is to continue to maximize revenues consistent with an even pace of residential and commercial growth within the County. Expenditures will be kept in line consistent with adequately maintaining treatment and distribution systems while emphasizing regulatory compliance in all areas. BCRWD is at a historical crossroads in the sense that 70% of all County residents have access to water. Additional access to water has been the primary source of a growing revenue base in the past. However, there are still areas within the county that will require water. Because these areas population density is less than the current county average customers per mile , their financing options will be much more challenging. BCRWD has plans to develop a Long Range Financial Plan with a new Master Plan as an integral part of the LRFP. Future revenue growth

will be directly correlated to the Department's ever increasing important role as a regional water provider to surrounding municipalities.

According to the US Bureau of Labor Statistics the annual consumer price index has average approximately 2.3 percent per year over the last 12 consecutive years. The utility staff recommends that the Board consider annual rate adjustments tied to the consumer price index to keep up with inflationary cost relative to operating a viable utility enterprise.

Environmental Education.

In July/August of each year all BCRWS customers are provided with the annual Consumer Confidence Report (CCR) that outlines the water quality delivered to customers. The educational document will be posted on the Bertie County web page for the first time in FY 2014-15. Consumer Confidence Reports are required by the 1996 Safe Drinking Water Act (SDWA) Amendments, these reports give customers information about their water quality. Following this initial report, the report will need to be delivered to all customers by July 1st of each year. Most customers want to be better informed about the quality and safety of their tap water. By providing them with this information, we have an important opportunity to increase public confidence in the quality and safety of their drinking water.

Capital Project Budget Summary.

This capital project budget summary combines all the proposed capital projects discussed earlier in this report. It provides a snapshot of anticipated capital needs over the next five years. The expenditures section shows each projects total budget. The revenue section shows the expected funding sources for each year.

Bertie County Regional Water System

Capital Improvement Plan Budget

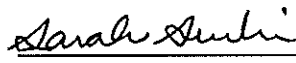
EXPENDITURES							
Project Name	Total Cost FY 2013-14	Total Cost FY 2014-15	Total Cost FY 2015-16	Total Cost FY 2016-17	Total Cost FY 2018-19	Total Cost FY 2019-20	Totals
Water System Evaluation	61,000.00						61,000.00
Altitude Valve Reconditioning (6)	12,000.00						12,000.00
Well 6 Rehab		25,000.00					25,000.00
Well 3 Rehab			27,000.00				27,000.00
Well 4 Rehab				29,000.00			29,000.00
SCADA System		1,289,468.00					1,289,468.00
Asset Management plan			35,000.00				35,000.00
Meter Reading Hand Held Equipment	20,000.00						20,000.00
South Windsor System Improvements			1,023,085				1,023,085
Iron Removal Treatment Well 3					50,000.00		50,000.00
Water Line Extensions All Districts			\$125,000.00	150,000.00	200,000.00	250,000.00	725,000.00
Generators and transfer switches			50,000.00	50,000.00	50,000.00	50,000.00	200,000.00
Update the 2011 Hydraulic Model		20,000.00					20,000.00
Ck Valve Vault Reconditioning		20,000.00	20,000.00				40,000.00
Master Meter Vaults		35,000.00	35,000.00	35,000.00	35,000.00		140,000.00
Totals	\$93,000.00	\$1,419,468.00	\$1,315,085.00	\$264,000.00	\$335,000.00	\$300,000.00	3,734,553.00
REVENUES							
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20	Totals
Grants from all sources							
CDBG		1,319,468.00					1,289,468.00
GO Bonds (USDA Rural Dev)							
Revenue Bonds							
State Revolving Loans			210,000.00	235,000.00	335,000.00	300,000.00	1,080,000.00
State Revolving Grants							
State SRF Principal Forgiveness			\$1,023,085.00				985,000.00
Private Loans							
Developer Participation							
Reserves	\$93,000.00	100,000.00	82,000.00	19,000.00			239,000.00
Totals	\$93,000.00	\$1,419,468.00	\$1,315,085.00	\$264,000.00	\$335,000.00	\$300,000.00	3,734,553.00
Debt Summary							
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20	Totals
Actual New Debt	\$0.00	\$0.00	\$210,000.00	\$235,000.00	\$335,000.00	\$300,000.00	\$0.00
Planned Rate Increases							
Current Rates/Water	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20	Totals
Min charge for availability	20	20	cpi	cpi	cpi	cpi	
\$5/1,000 gal for all water	no change	5.35	cpi	cpi	cpi		
\$3.25Bulk Rate	no change	3.60 plus cpi	fy 14-15 plus cpi	fy15-16 plus cpi	fy16-17 plus cpi	fy17-19 plus cpi	
% increase	no change	6% estimated	2.3% estimated	2.3 % estimated	2.3 % estimated	2..3% estimated	

Duly adopted this the 20th day of March 2014, upon motion made by Commissioner Wesson, seconded by Commissioner Trent, and adopted by the following vote:
Ayes: 4 Noes: 0 Absent: 1

Board of Commissioners of the County of Bertie

By: 

J. Wallace Perry, Chairman of the Board and of the governing body of all Water Districts of Bertie County

ATTEST: 
Sarah Seredni, Clerk to the Board

The Resolution reads as follows:

Attachment 2

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environment & Natural Resources (NCDENR) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and

WHEREAS, Bertie County has need for and intends to construct a project described as: Installation of a Supervisory Control and Data Acquisition System to manage Water loss, and monitor systems operations, and

WHEREAS, Bertie County intends to request state grant assistance for the project,

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

That Bertie County, the **Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That Bertie County will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **Scott T. Sauer, Bertie County Manager**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official** and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted this the 17th day of March, 2014 in Windsor, North Carolina.

J. Wallace Perry, Chairman
Bertie County Board of Commissioners

EMS preliminary budgets, and revenue updates for FY 2014-2015

Emergency Services Director Mitch Cooper and Emergency Medical Services Director Matt Leicester were present for this portion of the meeting.

County Manager Sauer prefaced the Board by stating that the following proposal was designed to minimize the need for additional staff and equipment, operating a system which is lean and agile. He also stated that the EMS Department was still looking for a way to accurately estimate the revenue from the non-emergency transport as well as the franchise fees.

Mr. Leicester proposed that the Board consider a plan involved ambulance vehicles as well as Paramedic operated QRV's (Quick Response Vehicles). The plan would prevent Paramedics from being committed to routine non-emergency transports. Instead, the plan would allow Paramedics to respond to every call, but after evaluation, the Paramedic could then be made available to respond to more life threatening emergency calls.

The Board discussed their concerns regarding the actual savings involved with this method as well as what the public perception may be.

Mr. Leicester and Mr. Cooper answered questions as needed from the Board.

County Manager Sauer assured the Board that more information would be submitted to the Board regarding this proposed method, and requested that the Board allow the EMS Department to continue moving forward in making system improvements.

The Board concurred.

Chairman Perry asked a question regarding the current protocols and procedures for handling dead on arrivals (DOAs), and the subsequent removal of the body.

Emergency Services Director Cooper explained the steps that are taken to secure a doctor's signature/sign off for a death certificate versus a situation that may be deemed foul play and potential criminal activity. Under the latter circumstances, the responding law enforcement agency has to complete its own investigation prior to releasing the body to the medical examiner's office.

Federal surplus – designation of authorized County representatives

County Manager Sauer indicated that the State Office of Administration requires designation of county officials for the acquisition of government surplus equipment.

Mr. Sauer requested that the Board give him permission to make the following individuals County representatives that can purchase/pick up various surplus items: Emergency Services Director Mitch Cooper, Commissioner John Trent, Water Department Supervisor Rickey Spivey,

Network Administrator Scott Pearce, County Manager Scott Sauer, Finance Director William Roberson, Sheriff John Holley, and Maintenance Director Anthony Rascoe.

The Board agreed with the recommendations.

Financial Update and school capital discussion

County Manager Sauer distributed the most recent financial update for all county funds, noting trends in landfill host fees and sales tax receipts. He also reviewed pertinent information from the last audit for the Board of Education, noting the amount of unassigned fund balance as of June 30, 2013.

Actuarial Study Engagement – for other post employments benefits by Cavannaugh Macdonald

County Manager Sauer requested authorization to initiate the next actuarial study and consultant agreement with Cavannaugh Macdonald for the post employment benefits. The Board concurred with Mr. Sauer's recommendation to proceed.

Discuss contract mowing for Water Department sites

County Manager Sauer informed the Board that the County could benefit from contracting with someone for mowing services in regards to the water tank/well stations around the County.

He stated that the Maintenance staff, which is currently responsible for keeping those water sites mowed, are being spread too thinly, and that typically an employee is left alone while mowing each site which presents safety concerns.

There is also a need for additional Maintenance personnel to more adequately clean various facilities, especially the Council on Aging.

Mr. Sauer requested approval from the Board to move forward with seeking proposals from contractors for these services as there are funds available in Mr. Spivey's budget to accommodate a contract service.

The Board concurred and asked Mr. Sauer to move forward.

Discuss Mayors & Commissioners Dinner on April 10, 2014

County Manager Sauer informed the Board that they had been invited to attend the Mayors & Commissioners Dinner on Thursday, April 10, 2014.

New Bertie High School souvenir booklet

County Manager Sauer informed the Board that they had the opportunity to place a sponsorship advertisement into the new Bertie High School souvenir booklet that will be distributed at the Grand Opening celebration on Sunday, May 18, 2014.

After some discussion, the Board stated that they would like to purchase the back cover of the booklet, if available, but a full, one page advertisement would also be acceptable.

Adjourn

Chairman Perry adjourned the meeting at 8:45pm.

Windsor, North Carolina
March 24, 2014
Public Hearing

The Bertie County Board of Commissioners met for a Public Hearing at 7:00PM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman
Charles L. Smith, Vice-Chairman
Ronald "Ron" Wesson
John Trent

Absent: Rick Harrell

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah Seredni

There were no media members present.

Other staff members present for a portion of the meeting included: Connie Coburn and Alicia Jones of the Water Department.

Chairman Perry opened the meeting and thanked all of those present for their attendance.

PUBLIC HEARING

Rodney Tart, Project Manager for Green Engineering, was present for the Public Hearing.

Mr. Tart presented a budget and map to the Board detailing the project.

Mr. Tart also answered questions from the Commissioners regarding the current state of the Water Department and data collection system, the strength of the grant application, and the next steps in the process if the grant were to be awarded to the County.

Mr. Tart provided an overview of the need for Bertie County's implementation of a SCADA (Supervisory Control and Data Acquisition) system in light of the water system's significant water loss.

Green Engineering's recent evaluation has determined that over a four year period, the average annual water loss (unaccounted) has been in excess of forty percent (40%). The

current telemetry system for controlling pumps and booster stations relies on outdated analog telephone technology, which malfunctions frequently and exacerbates the overflow of tanks due to the lack of effective communication.

In addition, daily chlorine testing and well meter checking is all done manually by the Water Department Superintendent and keeps him on the road for a significant amount of his work day as he needs to cover 700 square miles in Bertie County. It should also be noted that this is a seven day a week responsibility.

Mr. Tart further explained that the SCADA system will dramatically reduce the water loss, preserving this valuable resource, in addition to eliminating nearly \$50,000 per year in annual telephone charges for analog connections. CenturyLink has verified that Bertie County's water system is the largest and the only remaining system of this type in eastern North Carolina.

Cost savings derived from this project will allow budget flexibility for much needed routine maintenance such as meter calibration and the installation of altitude valves since four of the County's eight elevated storage tanks do not currently have altitude valves.

The Board members were very concerned that this project involves adequate staff training as the County transitions to this new technology and Mr. Tart assured them that extensive training will be incorporated with this project.

The Commissioners also expressed concerns that through this effort, Bertie County will be able to prevent future rate increases for our citizens, most of whom are senior citizens on very limited income.

It was also noted that the County has not compensated Green Engineering for development of this application, and that any payment for services would be predicated on the successful funding of this grant project.

Commissioner Trent made a **MOTION** to proceed with the current grant application, and that any payment for services would be predicated on the successful funding of this grant project. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

There were no Public Comments as only County staff was present.

ADJOURN

The Public Hearing was adjourned at 7:26pm.



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

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

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of MARCH 2014 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

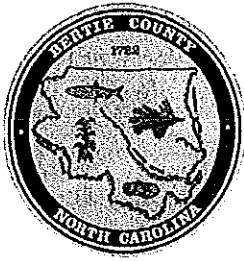
AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$4,095.80
10-0030-4344-03	VITAL STATISTICS-----	\$1,201.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$352.00
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>2</u> @\$60.00-----	\$120.00
		<u>\$5,768.80</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$2,411.00
10-0030-4344-10	STATE TREASURER FEE----- <u> </u> @\$6.20-----	\$719.20
		<u>\$8,899.00</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	\$0.00
		<u>\$8,899.00</u>

Annie F. Wilson
REGISTER OF DEEDS - BERTIE COUNTY
By: Shakedia R. Williams, Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>22</u> @\$6.20=	<u>\$136.40</u>
ADDITIONAL PAGES-----	<u>170</u> @\$0.40=	<u>\$68.00</u>
DEEDS & OTHER INSTRUMENTS-----	<u>94</u> @\$1.94=	<u>\$182.36</u>



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

February 10, 2014

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

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

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

Respectfully Submitted,

Tax Department

Approved on _____ 20 _____

Group Number RLS*14*31

Abatement

Effective Date 01/03/14

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Txn Cde	Check Number	Trans Rev Description
1	01/03/14	29372	13A29372.10	G01 C03	\$40.00- 450.01-	\$40.00- 450.01-	0.00 0.00		0.00 0.00				
***		PERRY AND PERRY LLC			1290.01-	1290.01-	0.00	0.00	0.00	0.00	R	P64	
		Tax Code Totals											
		C03*13- COLERAIN			450.01-	450.01-	0.00	0.00	0.00	0.00			
		G01*13- BRT TAX			\$40.00-	\$40.00-	0.00	0.00	0.00	0.00			
		Total for Group RLS*14*31			1290.01-	1290.01-	0.00	0.00	0.00	0.00			
		***** Totals By Tax Cycle *****											
		Cycle											
		A			0.00	1290.01-							

SECTION 01029

CONTRACT CHANGE ORDER

ORDER NO.	2
DATE	4/07/14
STATE	NC
COUNTY	Bertie

CONTRACT FOR 2011 Black Rock Subdivision Water Improvements
Contract No. 1 - Water Improvements

OWNER Bertie County Water District II

TO Tony Hawley Construction Company

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Adding 1" Water Meters	\$	\$ 3,600.00
Reference Plans: <u>B-1740 Blue</u>		
TOTALS	\$	\$ 3,600.00
NET CHANGE IN CONTRACT PRICE	\$	\$ 3,600.00

JUSTIFICATION:

Adding 1" Water Meters

Current Contract Amount adjusted by previous Change Order One hundred Fifty Four Thousand Twenty Five and no/100 Dollars (\$201,025.00).

The amount of the Contract will be (~~Decreased~~) (Increased) By The Sum Of: Three Thousand six hundred no/100 Dollars (\$3,600.00).

The Contract Total Including this and previous Change Orders Will Be: Two Hundred Four Thousand and Six Twenty Five and no/100 Dollars (\$204,625.00).

The Contract Construction Completion Date prior to this Change Order is: May 4, 2014

The Contract Period Provided for Completion Will Be (~~Increased~~)(~~Decreased~~)(Unchanged): 0 Days

The Revised Contract Construction Complete Date after this Change Order is: May 4, 2014

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Bertie County Water District II

By: _____ Date: _____

Name: Wallace Perry Title: Chairman

RECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: _____ Date: _____

Name: Charles A. Joyner, Jr. Title: Project Engineer

ACCEPTED BY CONTRACTOR: Tony E. Hawley Construction Company

By: _____ Date: _____

Name: _____ Title: _____

END OF SECTION

Attachment - Change Order No. 2 - Part A, Unit Price Changes
 Contract No. 1 - Water Improvements
 2011 Black Rock Subdivision Water Improvements
 Bertie County Water District II

Item	Description	Unit	Contract As Per CO#1			Adds/Deducts		Contract As Per CO#2 Part A	
			Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	4" PVC SDR 21, 200 PSI w/location tape	LF	400	\$6.00	\$2,400.00		\$0.00	\$6.00	\$2,400.00
2	6" PVC SDR 21, 200 PSI w/location tape	LF	13000	\$7.50	\$97,500.00		\$0.00	\$7.50	\$97,500.00
3	6" Gate Valve & Box	EA	17	\$700.00	\$11,900.00		\$0.00	\$700.00	\$11,900.00
4	4" Gate Valve & Box	EA	2	\$700.00	\$1,400.00		\$0.00	\$700.00	\$1,400.00
5	6" Wet Valve & Box	EA	1	\$2,500.00	\$2,500.00		\$0.00	\$2,500.00	\$2,500.00
6	6" 45° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	\$260.00	\$780.00
7	6" 90° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	\$260.00	\$780.00
8	6" x 6" Tee, DI Fitting	EA	7	\$380.00	\$2,660.00		\$0.00	\$380.00	\$2,660.00
9	6" x 4" Tee, DI Fitting	EA	1	\$380.00	\$380.00		\$0.00	\$380.00	\$380.00
10	6" Plug for Water Line	EA	1	\$225.00	\$225.00		\$0.00	\$225.00	\$225.00
11	10" Drybore 2/10" SC, 6" PVC for WL	LF	40	\$110.00	\$4,400.00		\$0.00	\$110.00	\$4,400.00
12	Fire Hydrant	EA	3	\$2,300.00	\$6,900.00		\$0.00	\$2,300.00	\$6,900.00
13	Residential Blowoff	EA	1	\$1,200.00	\$1,200.00		\$0.00	\$1,200.00	\$1,200.00
14	¾" Water Service/Service Transfer w/o Meter	EA	0	\$500.00	\$0.00		\$0.00	\$500.00	\$0.00
15	GIS by McDavid Associates, Inc.	AL	1	\$3,500.00	\$3,500.00		\$0.00	\$3,500.00	\$3,500.00
16	¾" Water Service/Service Transfer w/Meter	EA	85	\$700.00	\$59,500.00		\$0.00	\$700.00	\$59,500.00
17	Hydraulic Model	AL	1	\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	\$5,000.00
18	1" Water Service with Meter	AL	0	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
	Total				\$201,025.00		\$0.00		\$201,025.00

Attachment - Change Order No. 2 - Part B, Quantify Changes

Contract No. 1 - Water Improvements

2011 Black Rock Subdivision Water Improvements

Bertie County Water District II

Item	Description	Unit	Contract As Per CO#2 Part A			Adds/Deducts		Contract As Per CO#2 Part B	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	4" PVC SDR 21, 200 PSI w/location tape	LF	400	\$6.00	\$2,400.00		\$0.00	400	\$2,400.00
2	6" PVC SDR 21, 200 PSI w/location tape	LF	13000	\$7.50	\$97,500.00		\$0.00	13000	\$97,500.00
3	6" Gate Valve & Box	EA	17	\$700.00	\$11,900.00		\$0.00	17	\$11,900.00
4	4" Gate Valve & Box	EA	2	\$700.00	\$1,400.00		\$0.00	2	\$1,400.00
5	6" Wet Valve & Box	EA	1	\$2,500.00	\$2,500.00		\$0.00	1	\$2,500.00
6	6" 45° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	3	\$780.00
7	6" 90° Bend, DI Fitting	EA	3	\$260.00	\$780.00		\$0.00	3	\$780.00
8	6" x 6" Tee, DI Fitting	EA	7	\$380.00	\$2,660.00		\$0.00	7	\$2,660.00
9	6" x 4" Tee, DI Fitting	EA	1	\$380.00	\$380.00		\$0.00	1	\$380.00
10	6" Plug for Water Line	EA	1	\$225.00	\$225.00		\$0.00	1	\$225.00
11	10" Drybore 2/10" SC, 6" PVC for WL	LF	40	\$110.00	\$4,400.00		\$0.00	40	\$4,400.00
12	Fire Hydrant	EA	3	\$2,300.00	\$6,900.00		\$0.00	3	\$6,900.00
13	Residential Blowoff	EA	1	\$1,200.00	\$1,200.00		\$0.00	1	\$1,200.00
14	¾" Water Service/Service Transfer w/o Meter	EA	0	\$500.00	\$0.00		\$0.00	0	\$0.00
15	GIS by McDavid Associates, Inc.	AL	1	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00
16	¾" Water Service/Service Transfer w/Meter	EA	85	\$700.00	\$59,500.00	-12	(\$8,400.00)	73	\$51,100.00
17	Hydraulic Model	AL	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
18	1" Water Service with Meter	AL	0	\$1,000.00	\$0.00	12	\$12,000.00	12	\$12,000.00
Total					\$201,025.00		\$3,600.00		\$204,625.00

RESOLUTION NO _____
ADOPTING CAPITAL PROJECT BUDGET ORDINANCE,
FOR
BERTIE COUNTY WATER DISTRICT II
BLACK ROCK SUBDIVISION WATER IMPROVEMENTS

WHEREAS, County Water District II desires to install water lines in the Black Rock Subdivision, and

WHEREAS, Public Water Supply Section (PWS) has provided the funding for a twenty (20) year Loan at 0% interest rate, and

WHEREAS, Change Order Number 2 adding 1" meters to the Contract and amending the Capital Improvements Budget needs to be approved, and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF COUNTY WATER DISTRICT II:

That the Change Order Number 2 and attached Amended Capital Project Ordinance is hereby approved.

Adopted this the _____ of _____, 20____ at Windsor, North Carolina

Chairman
County Water District II

(SEAL)

ATTEST:

Sarah Seredni, Clerk to the Board

BERTIE COUNTY WATER DISTRICT II
 BERTIE CO WATER DISTRICT II/11 BLACK ROCK SUBDIVISION
 PWS DWSRF WATER IMPROVEMENTS

		APPROVED BUDGET	ADDS / DEDUCTS	AMENDED BUDGET
<u>REVENUES</u>				
xxxxxx-xxxxxx	PWS DWSRF LOAN	\$ 277,046.00	\$ 0.00	\$ 277,046.00
xxxxxx-xxxxxx	Sales Tax Refund - Restriction	\$ 0.00	\$ 0.00	\$ 0.00
	TOTAL REVENUES	\$ 277,046.00	\$ 0.00	\$ 277,046.00
 <u>EXPENSES</u>				
xxxxxx-xxxxxx	Construction	\$ 201,025.00	\$ 3,600.00	\$ 204,625.00
xxxxxx-xxxxxx	Miscellaneous	0.00	0.00	0.00
	Subtotal Construction	\$ 201,025.00	\$ 3,600.00	\$ 204,625.00
xxxxxx-xxxxxx	Engineering Design	\$ 26,338.90	\$ 0.00	\$ 26,338.90
xxxxxx-xxxxxx	Construction Administration/Observation	\$ 23,089.00	\$ 0.00	\$ 23,089.00
xxxxxx-xxxxxx	Land Surveying Cost	\$ 0.00	\$ 0.00	\$ 0.00
xxxxxx-xxxxxx	Permit Fee Reimbursable	\$ 500.00	\$ 0.00	\$ 500.00
xxxxxx-xxxxxx	Legal Cost	\$ 10,500.00	\$ 0.00	\$ 10,500.00
xxxxxx-xxxxxx	Closing Cost	\$ 5,541.00	\$ 0.00	\$ 5,541.00
xxxxxx-xxxxxx	Contingency	\$ 10,052.10	\$ -3,600.00	\$ 6,452.10
	TOTAL EXPENSES	\$ 277,046.00	\$ 0.00	\$ 277,046.00

April 1, 2014

County of Bertie
Post Office Box 530
106 Dundee Street
Windsor, North Carolina 27983

Attention: Mr. Scott T. Sauer
County Manager

SUBJECT: Bertie County Regional Water System
Water System Operation and System Evaluation
Status Report / Interim Recommendations

Dear Mr. Sauer,

Green Engineering has completed the field portion of the system inventory and has drafted asset assessments for eight (8) water tanks, thirteen (13) well supplies, three (3) booster stations, two (2) check valves vaults and four (4) altitude valve vaults. We have also assisted your staff in obtaining solenoid parts for the four malfunctioning altitude valves and coordinated maintenance with Jack Moore and Associates to completely field retrofit these valves. We anticipate this repair work will be completed within the next month or so.

As you may recall, our staff has completed the water audit and reconciled the average loss over the last four years to be in excess of 40%. The water loss for 2013 was reported at 31.67 %. We have prepared spreadsheets and provided that information to your Utility Staff to begin, effective January 1, 2014, tracking gallons produced, hours wells operate per day, and water sold. Results from this effort were used to prepare a CDBG Grant Application for \$1,319,468 to install a new SCADA system to help track and monitor water loss and production activities. A component of the grant process encouraged the Board to adopt a Capital Improvement Plan and a Water Loss Reduction Plan (WLRP).

The importance of managing the water loss program has been discussed at great length with Ricky Spivey and because of those conversations, he initiated a valve exercising program effective February 1, 2014.

You should have received by now a letter from Tom Reeder, Director, NCDENR-Division of Water Resources confirming the water loss and the need for County staff to conduct a more detailed small systems water audit. This process will take several months to complete, but will be helpful in educating the Staff of all the key components in the system that make up water loss. Additionally, this audit will be helpful in acquiring additional grant credits in future grant applications.

With regard to metering, the WLRP identifies several locations that require bulk meters to be installed (Scotch Hall, Towns of Windsor, Harrelsville, Roxebel, Powellsville and Hertford County). It was also noted that the existing larger meters in the system require calibration in order to better quantify well production and large water sales accounts. We can provide, upon request, the names of a few qualified technicians that can perform these services. We recommend that this work get underway as soon as possible.

During our system inventory assessment, we found some wells producing more water than the original design specification called for and other wells that were under producing when comparing their performance with original design requirements. As a result of this discovery, we strongly suggest that a well contractor be commissioned to conduct well and pump performance test on all of the thirteen (13) producing wells. Included in the scope of work will be well capacity, pump performance test, and meter validation tests (See Attached 2013 Well Pump Performance). As a result of this effort, those wells with meters performing within the normal performance range will not have to be re-calibrated as mentioned above. These tests are a must if the County is to be assured of the overall status of the wells and pumping capabilities.

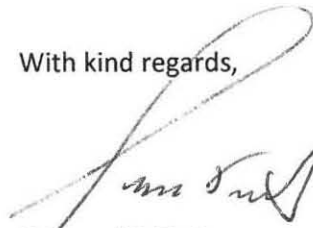
Earlier this year you forwarded Green Engineering a Preliminary Engineering Report (PER) prepared by McDavid and Associates that identified a major reinforcement to the existing Bertie County water supply and distribution system. Identified in that Report was the installation of 109,000 linear feet of 12-inch transmission main; one (1) 500,000 gallon elevated storage tank; one (1) new production well; and two (2) booster pumping stations. Estimated costs for these improvements was projected to be in excess of 5.9 million dollars. Green Engineering recommends that this project be postponed until such time as we can evaluate the benefits of the proposed improvements together with a more thorough review of the Hydraulic Model of the County water distribution system prepared by Hobbs Upchurch Associates in 2012.

While much of the information provided in this writing will be reported in our Final Evaluation Report, we feel it is important to keep you and the Board apprised of our findings and opinions as we advance through this effort. To that end, we feel that the well and pump performance tests are essential and must be performed in order that we can complete our system evaluation as planned. We believe that making an investment now on the well and pump conditions and performance will provide valuable guidance in our deliberations regarding total system supply planning for the future.

In keeping with this we have contacted Magette Well Drilling from Ahoskie, NC and ask that he provide Bertie County RWS with a price to provide both Well and Pump Performance Tests of all wells in the system. Bill is very familiar with Bertie County and has installed four (4) of the existing thirteen (13) wells currently in operation. Attached to this letter is a copy of the Magette Proposal for this work. Additional cost for Engineering coordination of this work will not exceed \$3,500.00. Mr. Magette has indicated that he would need a two (2) week notice to move forward with these tests.

If necessary, I will be most happy to meet with you and the Commissioners to discuss this matter in more detail. In the meantime, please give me a call should you have any questions or concerns with any of the information presented herein.

With kind regards,

A handwritten signature in black ink, appearing to read "Rodney M. Tart", written over a large, stylized flourish that loops back to the left.

Rodney M. Tart
Green Engineering, PLLC

cc: Mr. Ricky Spivey
Mr. E. Leo Green, P.E.

MAGETTE WELL AND PUMP CO., INC.

DEEP WELL DRILLING • WATER GUARANTEED
2342 US 13 S
AHOSKIE, NORTH CAROLINA 27910

March 31, 2014

Rodney Tart
Green Engineering
PO Box 609
303 N Goldsboro Street
Wilson NC 27893

RE: Bertie County Water System

Trip labor and materials to:

- Set up orifice at ditch for each site to include hose from blow off to the ditch.

Procedure as follows:

- Check static water level
- Start pump against 80 PSI and run for 15 minutes checking pumping water level, pump rate and amps on each leg
- Run for 15 minutes
- Drop to 60 PSI back pressure and complete the same data for 15 minutes
- Drop to 40 PSI for 15 minutes
- Same at 20 PSI
- Open valve wide open for 1 hour still compiling data
- Take down hose and orifice equipment

\$1,100.00 per well

13 wells equal \$14,300.00

We will use an orifice to measure flow probably a 6" x 4". (table enclosed)

- With this testing we will be able to determine the following:
- Specific capacity (compare to original specific capacity)
- Determine if the pump is on curve
- Make recommendation for any corrective action
- Determine meter accuracy

This price assumes a working water level detection pipe. If we cannot find a point of entry to take the water level reading we will not be able to complete this part of the testing.

Sincerely,



Bill Magette

2013 Well Pump Performance

Well	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	AvG	Pump	Pump	Pump Test April 2014		Meter	HP	Pump	Model	Contractor	Installation
													Rate	Rated	TDH	GPM	TDH	Accuracy		Manuf.	Nimber		Date
well 1	393	389	385	389	323	396	382	391	375	393	399	387	384	400	284				60	Layne	9BL 9 stg	Peele & Wiggins	6/12/1995
well 2	386	384	391	388	363	388	380	337	366	378	386	385	378	400	294				50	Layne	9BL 9 stg	Peele & Wiggins	6/12/1995
well 3														165	329				18	Layne	8DRLC 14 stg	Peele & Wiggins	5/7/1997
well 4														425	294				50	Layne	9BM 7 stg	Peele & Wiggins	6/19/1997
well 6	336	332	315	310	310	288	298	255	243	243	239	232	283	350	427				60	J Line	10KCZ6	McCall Bros	10/5/1997
well 7	193	203	201	192	194	185	219	184	184	185	192	190	194	175	366				40	J Line	8KC	McCall Bros	6/26/1998
well 8	403	403	387	378	365	377	361	387	364	390	377	360	379	350	325				50	J Line	10KCZ6	AC Schultes	12/15/2000
well 9	420	377	401	413	402	405	387	368	379	397	396	393	395	400	301				50	J Line	10KCZ6	AC Schultes	12/15/2000
well 10	511	492	490	525	497	549	560	585	479	512	531	522	521	300	282				40	J Line	8MSA12W	Magette	Jan-03
well 11	397	353	349	354	354	362	398	375	353	364	339	329	361	300	282				40	J Line	8MSA12W	Magette	Jan-03
well 12	686	657		738	657	700	727	770	729	692	680	716	705	300	282				40	J Line	8MSA12W	Magette	1/1/2003
well 13	316	319	330	318	293	297	307	268	301	271	276	298	300	300	255				30	Am Marsh	10KC 5 stg	AC Schultes	3/11/2005
well 14	298	254	279	263	287	274	270	259	269	268		279	273	300	294				40	J Line	8MS 12 stg	Magette	08/2004

Total
Daily

	4,091	4,165 GPM
	2.92	2.975 MGD/12 hour day

Notes

- Well 3 pump curve has 329 TDH written in , but the as built data says 229 TDH
- well 6 THD seems too high Pump performance has declined over last 12 months
- Well 13 according to AC Schultes, there are three different pump head values!
in the submittals/ asbuilts. Randy in the NC office suggest using 255 Ft TDH as of 3/31/2014
- wel 10 and 12 are over reporting

Base upon the values for December 2013 , if well 10 and 12 were pumping at design , the the system would produce 2.47 mgd compared to 2.975 as designed.

PROPOSAL FOR FOOD SERVICE
JULY 1,2014 JUNE 30,2015
APPLICANT INFORMATION

NAME-----TRUMPS RESTAURANT

ADDRESS----P.O. BOX 1168
PLYMOUTH N.C. 27962

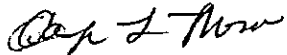
TELEPHONE----252-793-9992
FAX-----252-793-9997

BID PRICE PER MEAL---\$4.90

TRUMPS RESTAURANT HAS SUBMITTED A BID PRICE OF \$4.90 PER MEAL FOR THE YEAR 2014 AND 2015 FISCAL YEAR.

I CERTIFY THAT I AM AUTHORIZED TO SUBMITT THE FOREGOING PROPOSAL FOR FOOD SERVICE.

Thanking you in advance



Carolyn L. Thomas

**BID SPECIFICATIONS
AND
REQUIREMENTS**

FOR: BERTIE COUNTY COUNCIL ON AGING

TITLE III OLDER AMERICANS ACT
HOME AND COMMUNITY CARE BLOCK GRANT

CONGREGATE NUTRITION
AND
HOME DELIVERED MEALS

For the period of
July 1, 2014 to June 30, 2015

All questions should be addressed in writing to:

Venita Thompson, Aging Services Director
103 West School Street
Windsor, NC 27983
Phone: (252) 794-5315

IDENTIFICATION OF CONGREGATE NUTRITION SITES

FISCAL YEAR
(July 1, 2014– June 30, 2015)

<u>COUNTY</u>	<u>SITE AND ADDRESS</u>	<u>DAILY AVERAGE</u>
Bertie	Windsor Nutrition Site 103 W. School Street Windsor, NC 27983	25-50
Bertie	Aulander Nutrition Site 204 Rice Ave. Aulander, NC 27805	6-12
Bertie	Colerain Nutrition Site 109B W. River Street Colerain, NC 27924	8-15
Bertie**	Kelford Activity Center 107 Broadway Street Kelford, NC 27847 (Tuesdays & Thursdays Only) **Based upon funding availability**	20-30
Bertie	Place of Possibilities (formerly AGC) 1144 Hexlena Road Aulander, NC 27805 (Friday's Only)	18-22

Bertie County average range of daily congregate meals: **77-129**

Total Bertie County Congregate Sites: **5**

IDENTIFICATION OF HOME DELIVERED MEALS ROUTES

<u>COUNTY</u>	<u>SITE AND ADDRESS</u>	<u>DAILY AVERAGE</u>
Bertie	Windsor Nutrition Site 103 W. School Street Windsor, NC 27983	15-25
Bertie	Aulander Nutrition Site 204 Rice Ave. Aulander, NC 27805	8-15
Bertie	Colerain Nutrition Site 109B W. River Street Colerain, NC 27924	10-15
Bertie	Kelford Activity Center 107 Broadway Street Kelford, NC 27847 (Tuesdays & Thursdays Only) **Based upon funding availability	10-15

Bertie County average range of daily home delivered meals: **43-70**
 Total Bertie County Home Delivered Meals routes: **4**

TENTATIVE SCHEDULE
HOLIDAYS TO BE OBSERVED
BY TITLE III- NUTRITION FOR THE
CONGREGATE & HOME DELIVERED MEALS PROGRAM

FISCAL YEAR
2014-2015

Independence Day	Friday, July 4 th 2014
Labor Day	Monday, September 1 st 2014
Veteran's Day	Tuesday, November 11 th 2014
Thanksgiving	November 27 th & 28 th 2014
Christmas	December 24 th , 25 th , & 26 th 2014
New Year's Day	Thursday, January 1 st 2015
Martin Luther King, Jr. Day	Monday, January 19 th 2015
Good Friday	Friday, April 3 rd 2015
Memorial Day	Monday, May 25 th 2015

There may be additional closing days during Christmas, New Year's Eve and Easter Holidays. Contractor will be notified as soon as possible of these closings.

REQUEST FOR PROPOSAL

FY (July 1, 2014 – June 30, 2015)

FOOD SUPPLIER

PURPOSE

The purpose of the Title III Nutrition Program is to provide one hot meal or other appropriate nutritious noon meal per serving day with 1-3 of the minimum Recommended Daily Allowances (a minimum of 700 calories) for Older Adults. The target population for the services are persons 60 years of age or older, with an emphasis on the low-income minority elderly. Emphasis is also placed on service to the rural elderly.

NEED

A range of 120-199 hot or appropriate meals per day is to be prepared and transported in bulk or preplated. There will be approximately 255 serving days beginning July 1, 2014 ending June 30, 2015.

SCOPE OF WORK

Each day's menu must provide one-third (1/3) of the Recommended Daily Dietary Allowance, National Research Council, and the meal pattern requirement set forth below:

- a. The menu will be a 4-week cycle to be used approximately three to six months as scheduled. See Attached Sample Menu.
- b. Menus will be changed seasonally.
- c. If the food service vendor develops the 4-week cycle menu, these menus along with the nutritional analysis must be submitted to the Bertie County Council on Aging office bearing the signature of a registered dietitian along with a copy of the dietitian's current credentials. This will ensure that the Federal regulations stipulating nutritional standards for older adults have been satisfied. Final approval of said menus will come from the contracting agencies consulting registered dietitian.
- d. Each meal on the certified-signed menu must be served. A menu change form received on the date of delivery must document any deviation from the certified menu. The specific food substitution should be listed and approved by the registered dietitian. Only one substitution allowed per 30 days.

MENU PLANNING REQUIREMENT

Each meal served must contain at least one-third of the current Daily Recommended Dietary Allowances established by the Food and Nutrition Board, National Academy of Science – National Research Council (Tenth Edition). Portions of meals or snacks may not be counted even when such snacks cumulatively equal one-third of the daily Recommended Dietary Allowances. Agencies providing congregate nutrition and home delivered meals services must use and follow the “Menu Pattern” below:

- Each day’s menu must meet one-third of the Recommended Dietary Allowances.
- All foods must be identified in order to calculate nutrient value.

All meals must meet the following specifications:

- Calorie content must be a minimum of 700 calories per day
- The fat content should be no more than 30% of total calories.
- The sodium content shall not exceed 1300 mg per meal.
- Dairy - no less than 400 mg of calcium from combined menu items.
- Each category of the “Menu Pattern” outlined below must be served to each participant.

1. Protein Category

The total protein content of each meal must be no less than twenty-one grams. Of this, fourteen grams must be a “complete protein” in the form of 2-3 oz. eligible meat, fish, or poultry, exclusive of fat, bone, or gristle.

One-half cup cooked drained dried beans, peas, lentils may be used as a substitute for 1 oz of meat. One cup of dried beans may be used twice in one 20-day cycle as a substitute for 2 oz meat, however, a “complimentary” protein source must be served at the same meal with the 1 cup dried beans in order to serve a complete protein (i.e., rice, corn, or cornbread).

Other protein sources such as 1 egg or 2 tablespoons peanut butter may also be substituted for 1 oz-meat.

Ground meat may be used in entrees no more than twice in one week. Casseroles or other mixed dishes must have ingredients specified on the menu to facilitate nutrient analysis.

2. Complex Carbohydrate Category

Each meal must contain 2 servings of a whole grain or enriched grain product, such as – one-half-cup rice, grits, or pasta; 6 saltine crackers; cornbread (2 ½” square x 1 ½” high); 1 roll, biscuit, or muffin; or 1 slice of bread. Breads, rolls, or muffins must weigh at least 1 ounce. These may be served as separate items or incorporated into the main entrée as a mixed dish in the amount specified below. Alternate: 1 serving of bread product listed

above and ½ cup serving of starchy vegetable may be provided in the place of 2 serving of grain or bread product. Examples of starchy vegetables are: one-half cup sweet or white mashed potato (or 1 medium potato), lima beans, green peas, or one-third cup corn. (Starchy vegetables may not be used to satisfy both the complex carbohydrate requirement and the vegetable requirement listed below.)

3. Vegetable / Fruit Category

Each meal must contain 2 servings of different fruits and/or vegetables. A serving consists of ½ cup canned fruit (drained) or ½ cup cooked vegetable (drained), 1 piece of fresh fruit, or 4 oz. 100% fruit juice (orange, grapefruit, orange-grapefruit, or other 100% A fruit juice fortified with Vitamin C to meet one-third daily Recommended Dietary Allowances for vitamin C or Vitamin C fortified cranberry juice cocktail), ½ cup coleslaw, or 1 cup tossed mixed fresh vegetable salad. When salad is served it must be served in a separate compartment tray to avoid mixing with other foods or be served in a separate salad bowl. A serving of juice may fulfill no more than ½ of the fruit/vegetable requirement for any one meal.

One serving of vitamin C-rich cold food must be served twice per week. Fruit or vegetables used in a gelatin or soups or main entrees may be counted as one serving if ½ cup of fruit or vegetables is used per serving. Vegetable or fruit sauces may not be identified as a fruit/vegetable requirement (i.e. tomato sauce for spaghetti, however applesauce may be counted as fruit).

4. Fat Category

Total fat shall not exceed 30% of the total calories per meal. One teaspoon of butter or fortified margarine in an individual covered package chip or container may be used if it adds palatability to the menu (i.e., as on a roll, bread, baked potato, or other vegetable). The menu must identify whether margarine or butter is used when served. Salad dressings, mayonnaise, gravies, and white sauces may be used to enhance menu palatability.

5. Calcium Rich Category

Each meal must contain no less than 400-mg calcium. This may be obtained by one serving of 8 ounces of whole, low fat, skim, buttermilk, chocolate milk, fortified with vitamins A & D in an individually sealed carton, or other foods high in calcium.

6. Dessert Category

Dessert will be provided once a week on alternate days. Desserts may include: puddings, ice cream or ice milk, frozen yogurt, sherbet, cake (frosted or with fruit sauce), cobblers,

cookies, or pies (or pie squares), etc. Care should be taken not to exceed the 30% fat level of the total calories for the meal. If any calcium rich foods are used as dessert, they may be counted as part of the total calcium content of the meal. Dessert should be rotated on a different day on a weekly basis, so it will not be the same day every week.

MEAL PRICE

The meal price will include:

- a. All food requirements for Title III Nutrition Program at the Congregate Site and for Home Delivered Meals as indicated in the "Menu Pattern" above and in accordance with North Carolina Division of Aging Service Standards, Volume I, Congregate Nutrition and Home Delivered Meals.
- b. Condiments such as pepper, vinegar, mustard, ketchup, salad dressings, mayonnaise, tartar sauce, and others appropriate to the meal being served.
- c. Disposables:
Sectioned, laminated, heavy duty plates, with at least a minimum of four sections to hold 4 ozs. of food each, without spillage, and one section large enough to hold entrée of 10 ozs.
 - 12 ounce Soup bowl with lip
 - Salad/dessert dishes as needed
 - Heavy duty knives, forks, spoons -- prepackaged
 - Dinner size napkins
 - Two (2) 35 gallon plastic garbage can liners per day, per site
 - Eight- inch straws
 - Eight oz. cups
 - Four oz. cups with lids
 - Hairnets
 - Disposable gloves
 - Disposable aprons
 - Large hinged lid, three compartment container
- d. Transportation of meals to the specified sites. The meal price should not include the cost of lost serving days due to inclement weather.

SPECIAL REQUIREMENTS

Each nutrition site will make inventory of supplies on the last day of the month for the upcoming month. The supply list will be forwarded to the contractor on the last day of the month. If the last day of the month falls on a weekend, the list will be forwarded on the last working day of the month. The contractor will have the requested supplies to the nutrition sites no later than the 15th of the month. If the 15th falls on a weekend, supplies will be delivered the first working day of

the next week. If the contractor fails to obtain and deliver the requested inventory, the Bertie County Council on Aging will purchase the requested supplies and deduct the amount from the contractor's invoice for that billing month. The contractor may do this only twice (2) in a contracting period.

At the time menu's are submitted for certification, all recipes must be supplied to the contractor's registered dietician responsible for the certifying the menu.

Fresh and frozen vegetables should be used as much as possible. When canned vegetables are used, salt should not be added.

The form of vegetable used or fruit used (fresh, frozen, dried or canned) must be indicated on the menu for nutritional analysis.

FOOD PROCUREMENT AND PREPARATION

All food served must be prepared in a "Grade A" kitchen. All foods must meet standards of quality, sanitation, and safety applying to foods that are processed in a commercially licensed establishment.

Food prepared, frozen or canned in the home shall not be served at the site.

Food from unlabeled, rusty, leaking or broken containers or cans with side dents, rim dents or swells must not be used.

All meat, and poultry, fresh or frozen, used in the meals must be inspected by USDA or State officials, from Federal or State inspected plants, and must bear inspection stamps on the box or package.

All foods used in the meals must be from approved sources; being in compliance with applicable state and local laws, ordinances, and regulations; and be clean, wholesome, free from spoilage, free from adulteration and mislabeling, and safe for human consumption.

Fresh fish must bear the PUFU (Packed under Federal Inspection) Shield.

Fresh fruits and vegetables of good quality may be donated and incorporated into the menu only when they can be used to serve all participants. Prior to use, all fruits and vegetables shall be washed to remove dirt, or insecticide residues.

All food must be stored, prepared, held, and served in a manner to preserve optimum flavor and appearance, while retaining nutrient content.

Staff preparing and serving food must use good hygiene techniques and practices in all handling of the food. All hot food must be maintained at 135 degrees Fahrenheit or above throughout all processes from cooking to serving, and all cold foods must be maintained at 45 degrees Fahrenheit or below during all processes through serving. The use of heat stones for heat retention in hot foods should be provided as necessary. Each congregate nutrition provider must abide by food safety and sanitation practices required in "Rules Governing The Sanitation of Restaurants and Other Food Handling Establishments" (15A NCAC 18A. 2600) and other

applicable state and local ordinances and regulations. All materials used in food delivery carriers must be guaranteed to be safe for food contact. All carriers must be sanitized daily by the food service caterer.

Each meal must contain United States produced commodities or other foods at least equal in value to the USDA per meal cash entitlement. Donated foods should be used to the maximum extent feasible and comply with all USDA regulations related to donated food and cash reimbursement.

OTHER REQUIREMENTS

- a. If due to negligence of the vendor the meals do not meet the meal pattern requirements (either through shortages, damages or inadequate temperatures), Bertie County will not be obligated to pay for those incomplete meals. If there is a continuation of negligence, Bertie County has the rights to opt out of the contract.
- b. The food service vendor must follow standard weight measures (pound, ounce) in determining quantities of food to give correct yield of prepared food as required. Liquid (to prevent burning or drying) must be added after food is weighed.
- c. The county's aging office will be responsible for notifying the food service vendor by 1:30 p.m. daily of the number of meals to be delivered for the next day service.
- d. In case of inclement weather, the program director and the contractor, prior to 6:30 a.m. will monitor the situation and determine if meals will be served that day.

BID PROCESS

- a. Bids must be received in the Bertie County Manager's Office by 9:00 a.m. on Thursday March 27, 2014 and must be on the forms attached to these specifications and addressed to Scott Sauer, Bertie County Manager, P.O. Box 530, Windsor, NC 27983.
- b. Bertie County reserves the right to reject any and all bids.
- c. Bertie County will solicit opinions of people and/or agencies with which the food service vendor has fulfilled similar contracts if the food service vendor has no experience with Bertie County.

CONTRACT PERIOD

The contract period will be for a twelve- (12) month period July 1, 2014 – June 30, 2015, contingent upon funding from the N.C. Division on Aging. The service must be available for the entire twelve- (12) month period.

MULTI YEAR BIDDING

While the contract is awarded for the twelve-month period July 1, 2014 – June 30, 2015, with an offer to renew for an additional twelve- (12 month period, the following terms and conditions apply:

- a. It is presumed that the number of service units (meals) for the second twelve- (12) month period will equal that of the first twelve- (12) month period.
- b. The bidder will develop a single meal or unit of service cost for a twenty-four month period. This will be done by distributing the net service cost over the number of anticipated units to be provided over the twenty-four-- (24) month period.
- c. The County of Bertie will notify the agency in writing of any changes in the number of units of service (meals) to be provided in the July 1, 2014 – June 30, 2015 twelve (12) month period upon receipt of allocations form the Division on Aging. If Bertie County Council on Aging determines that the contractor is not in contractual compliance, and it is not in the best interest of the project to renew the contract, Bertie County will notify the contractor of such decision via certified mail no later then February 15, 2015 prior to the end of the contract. The assessment report will accompany this notification.

Providers will be required to notify the County of Bertie via certified mail of their decision to enter into a twelve- (12) month extension. The unit cost for the second year is to be the same as for year one, with the option to negotiate certain adjustments as defined below under expenses. Failure of provider to notify the County of Bertie of their renewal decision by March 1, 2015 prior to the end of the first year contract will result in forfeiture of the option to renew. If the provider elects to withdraw the offer, Bertie County must rebid the service for a twelve- (12) or twenty four- (24) month periods.

EXPENSES

Bertie County has the flexibility to increase the agency's unit cost for the second twelve- (12) month period. In addition, Bertie County would have the option to negotiate a lower unit rate with the contractor if the units are increased or id other factors warrant this consideration.

An increase or decrease to the initially contracted unit cost must be justified through the unit cost computation process.

An increase in the consumer price index (CPI) is usually adjusted by March 1st each year. Bertie County would not be obligated to negotiate on the basis of this measurable national standard, but would have the opportunity to do so. If the contractor proposes that unit cost increase due to an adjustment based on the CPI, the contractor must prove to the satisfaction of Bertie County that the standard is applicable to the provision of the service prior to the County's approval.

PREPARATION, DELIVERY, AND TRANSPORTATION BY FOOD SERVICE VENDOR

- a. All food shall be packaged and transported in a manner to protect against potential contamination including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Packaging and transport equipment must maintain appropriate food temperatures. Records of all temperature checks shall be kept on file for audit.

- b. The holding time between the completion of cooking at the commissary or kitchen and delivery of food to the nutrition site shall not exceed three (3) hours.
- c. Transportation of the food to the individual site(s) will be responsibility of the food service vendor. All foods must be transported in a closed-in vehicle.
- d. The food service vendor shall follow an established delivery schedule for each site to ensure the service of meals at the given time. This will be within the framework of the 9:00a.m. to 11:00a.m. time, during which the sites are open to serve meals. In case of an emergency, the vendor must immediately notify each site of the delay.
- e. The loading and unloading of the containers from the vehicle into and out of the site shall be the responsibility of the food service vendor.
- f. Stainless steel serving utensils, (i.e., solid spoons, slotted spoons, tongs, spatulas, and scoops) shall be provided.
- g. All “panned foods” such as cornbread, cake and meatloaf must be scored or indicated for proper serving size.
- h. The food service vendor will be responsible for purchasing, maintaining and replacing the hot/cold, insulated units used for transporting bulk and home delivered food. However, vendor can use Bertie County’s existing carriers with the understanding that replacement, maintenance, repairs, & upkeep is the sole responsibility of the food service vendor.
- i. All food transport equipment and serving utensils shall be sanitized daily by the food service vendor.
- j. A two part carbon food delivery ticket will be provided at each site by the food service vendor, which will include:

- Date:
- Site Name:
- Number of meals:
- Ending preparation times:
- Ending preparation temps:
- Site arrival time & temps
- List of all foods being delivered:
- Signature of food production manager:

SPECIAL CONDITIONS

- a. Bertie County’s Aging program will monitor the food service vendor’s food preparation and transportation.
- b. Thirty days prior notice will be given to the food service vendor for the opening of new sites and/or the closing of current sites.

- c. The food service vendor's representative will make at least four (4) visits per year to different meal sites to monitor food quality.
- d. The Bertie County Board of Commissioners reserves the right to make the final decision of the food service vendor for meal preparation.
- e. Bertie County will terminate the food service contract, if any of the conditions described herein are not met.
- f. If necessary, the food service vendor will change the source of the food supply to upgrade the food quality. These changes will be at the discretion of the Bertie County Council on Aging Office.
- g. The food service vendor must have access to a registered dietician for menu planning. The food service vendor will supply Bertie County Council on Aging with the dietician's credentials. The registered dietician must be licensed in North Carolina even if they live in another state.
- h. The food service vendor will supply, at a minimum, two four-week menus for use from April - September, October - March. The menus must be signed by a registered dietician and must accompany the food bid.
- i. Any contract under this bid is null and void if funds are reduced or become unavailable.
- j. Any contract under this bid may be canceled by the food service vendor only with sixty-(60) days written notice to the Bertie County Council on Aging.
- k. Bertie County Council on Aging may cancel any contract under this bid by providing the food service vendor with thirty (30) day written notice.
- l. The food service vendor will defend any suit against the program (including cost of litigation and attorney's fees alleging injury or property damage during the transporting of the food as a result of consumption of meals. The Caterer shall maintain adequate insurance for these purposes. Copies of these policies shall be provided to the contractor with the signed contract.
- m. All records relevant to the contract must be maintained for three (3) years and three (3) months or until after a federal audit.
- n. Bertie County Council on Aging reserves the right to make unannounced inspections of food preparation sites, transport vehicles and all related equipment to examine food preparation methods and transporters for compliance with meal standards.
- o. Bertie County requires copies of the vendors past year sanitation reports from its county sanitation inspector and a letter from that inspector that states the food vendor has the capacity of handling 130 more meals per day.

BILLING

- a. The food service vendor will bill on a monthly basis of meals delivered under this contract.
- b. Bills will cover the calendar month.
- c. Bills will be submitted by the food service vendor, to Bertie County Council on Aging, no later than the 3rd working day of the month immediately following the billing period.
- d. The food service vendor will verify the bills by the daily receipts signed by the site manager.
- e. The food service vendor and Bertie County Council on Aging will establish how disputes involving discrepancies in billings are to be resolved. This agreement will be put in writing and signed by all parties to the contract.

EQUAL EMPLOYMENT OPPORTUNITY

The food service vendor will not discriminate against any participant, employee, or applicant for employment in any program operated under this contract, because of race, religion, color, national origin, age, or handicap. The food service vendor will take action to ensure that applicants are afforded equal opportunities throughout the recruitment examination, certification, selection, referral, retention, and promotional procedures; and that employees are treated during their employment without regard to their race, religion, color, national origin, age, or handicap.

BIDDER QUALIFICATIONS

1. Agency Name and Contact Staff

- a. Name and agency's address, inclusive of street address, or organization responding to IFB.

Trump's Restaurant Inc.

PO Box 1168 / 84 Hwy 64 West

Plymouth NC 27962

- b. Location, inclusive of street address, where the contract will be administered if different than the address listed in No. 1.

84 Hwy. 64 West
Plymouth N.C. 27962

- c. Name of contact person(s) for programmatic and financial information regarding agency's response to IFB. State address, inclusive of street address, if different from the location listed in No. 1a or 1b.

Programmatic Contact Person(s)

Financial Contact Person(s)

Name Jonathan Thomas

Jonathan Thomas

Name Candyn Thomas

Candyn Thomas

Address No. 1a/No. 1b (Circle Address No. 1a/No. 1b (Circle One) List if address is One). List if address is different.

Trump's Restaurant

Trump's Restaurant

PO Box 1168

84 Hwy 64 West

Plymouth NC 27962

Plymouth NC 27962

2. Ownership

Indicate by "X" the type of business/agency responding to the IFB.

A copy of letter from IRS reference tax exempt status will be made available if requested

X YES _____ NO

_____ Public _____ Private, Not-for-Profit

Minority _____ Private, For Profit

3. Services Being Bid

Indicate by "X" the Home and Community Care Block Grant service(s) for which the agency is submitting a response to the IFB.

Congregate

Home Delivered

4. Service History

List all contractual experience (by fiscal year) during the past three (3) years in like or similar services for the Home and Community Care Block Grant service(s) marked in No. 3 above.

Year	Service	Contracting Party	Address	Ph No.	Contact Person
4 year	Senior	Martin County Aging		792-1027	Manuel Peterson
8 year	Senior	Plymouth Senior Center		793-3816	MIKE
5 year	Senior	Porter Jail - Windsor		794-9283	CELAQ FRIEDMAN

5. Financial Responsibility

a. List the name(s) of the financial institution handling the agency's checking account.

	<u>Financial Institution</u>	<u>Address</u>	<u>Phone No.</u>
1.	<u>Weyco Community Credit Union</u>		<u>793-7000</u>
2.	_____		
3.	_____		
4.	_____		

b. The agency currently carries workers' compensation coverage to protect employees from job related injury and illness, and liability coverage to protect itself from loss due to negligent actions of employees and volunteers in providing the contracted service(s) resulting in injury or illness to the client.

Yes _____ No

A Governmental Agency may be self insured for both types of coverage, please indicate by "X" if this is the case.

X Yes _____ No

NOTE: The successful contractor must provide the County of Bertie with a copy of the policy or riders, or evidence of self insurance if applicable, which provides the above coverage for the contracted service(s). The effective policy date can be no later than the inception date of the contract for the Home and Community Care Block Grant funded service(s). Failure to provide this coverage prior to the inception date of the contract will result in the dissolution of the offer to contract and the forfeiture of any bid bond.

- c. If the agency is a private-for-profit, list any major creditors and/or firms providing a line of credit.

	<u>Creditor</u>	<u>Address</u>	<u>Phone No.</u>
1.	<u>IPH / performer</u>	_____	_____
2.	<u>Syseo-</u>	_____	_____
3.	<u>Sawcin GAS</u>	_____	_____
4.	_____	_____	_____

- d. The agency must submit a copy of its most recent audit or accountant's opinion of its fiscal operations.

NOTE: If qualifications and document requirements are not provided with bid package, the bid will not be accepted.

BIDDING PROCEDURAL REQUIREMENTS

1. Completion of IFB

The agency must submit two (2) copies of the completed IFB to Scott Sauer, Bertie County Manager, no later than 9:00 a.m., Thursday, March 27, 2014. The envelope should be clearly labeled, "SEALED BID – DO NOT OPEN" and state the agency's name. Responses received after the date and time listed will be considered non-responsive.

2. Bid Deposit

Each proposal must be accompanied by a deposit equal to five percent (5%) of the proposal. The deposit may consist of a cashier's check issued by and drawn on a Bank and Trust Company authorized to do business or certified in North Carolina and insured by the Federal Deposit Insurance Corporation, or a U. S. Money Order, payable to the Purchaser; or five percent (5%) Bid Bond issued by any insurance company authorized to do business in North Carolina: the deposit will be returned to the successful bidder upon commencement of the contracted service. Deposits of unsuccessful bidders will be returned within five (5) days of contract award.

Calculation for Bid Deposit

$$\begin{aligned} &130 \text{ (Average \# of Meals)} \times \underline{4.90} \text{ (Rate Proposed by Vendor)} = A \\ &A \times 255 \text{ (Average Days Meals Will be Served)} = B \\ &B \times 0.05 = \text{Bid Deposit Needed } \underline{8121.75} \end{aligned}$$

3. Cognizance of Service Requirements

In responding to the IFB the agency recognizes that it is fully cognizant of requirements pursuant to:

- * Title III of the OAA of 1965, as amended in 1992, (P.L. 102-375), or specific state legislation authorizing the service being bid upon and the NC Division of Aging Service Standards
- * Title VI of the Civil Rights Act of 1964
- * Section 504 of the Rehabilitation Act of 1973, as amended, and Americans with Disabilities Act
- * Equal Opportunity Employment Act

4. Appeal Procedure

Bidders who are not recommended for funding and desire to appeal the decision of the County of Bertie must adhere to the following appeal process:

- a. A letter must be written to the Bertie Count Council on Aging, attention: Venita Thompson, Director, stating the procedural ground for appeal and request a hearing within ten (10) calendar days of the initial decision. Upon receiving the letter of complaint, the Director will forward a copy of such letter to the manager of Bertie County.
- b. The County's Aging Director will hold a consultation with the person filing the complaint. This person will be allowed sufficient time to present their case and will be requested to answer questions.
- c. The next appeal must be made directly to the County of Bertie by making a written request stating the exact nature of the complaint. The Bertie County Manager will advise the person filing the complaint of the date and time that he/she is scheduled to present the case. Sufficient time will be allowed for presentation of the complaint and that person will be requested to answer questions. The County of Bertie will render a decision regarding the complaint within ten (10) days following the hearing via certified mail.
- d. The appellant bidder will have sixty (60) calendar days from the date that an adverse decision has been rendered to make the next appeal. The next appeal must be made to the appropriate State Agency and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the County of Bertie. The State Agency will inform the person filing the complaint of its appeal procedures and will inform the County of Bertie that a complaint has been filed. Procedures thereafter will be determined by the appeals process of the State Agency. State Agency address: North Carolina Division of Aging, 2101 Mail Service Center, Raleigh, North Carolina 27699-2101.

5. Invitation For Bids (IFB) Negotiations

Prior to the award of the contract, the County of Bertie reserves the right to negotiate specific terms in the IFB. The County of Bertie reserves the right to accept or reject any and all IFBs, in whole or part, and waive irregularities not affect substantial rights of the contracting agency. The IFB response time may be extended if responses are rejected and additional advertisements for IFBs are made. The County of Bertie reserves the right to request additional information from the agency at any time during the IFB process or prior to contract execution.

Acceptance of the IFB, or portion thereof, is contingent upon receipt of funding from the NC Division of Aging and compliance with any statutory revisions affecting the funds.

6. Indemnity and Insurance

The agency responding to the IFB agrees to indemnify and save harmless the County of Bertie, its representatives and employees from and against any and all loss, cost, damage, expense, and liability caused by an accident or other

occurrence causing bodily injury, including death, sickness, and disease to any person, or damage or destruction to property, real or personal, which may arise from operations, products or services rendered under this contract.

The agency, at its own expense, shall purchase before contract agreement is signed and maintain for the duration of this contract automobile insurance, comprehensive general liability and Worker's Compensation for the amounts required under State Law.

7. Accounting Procedures

The agency shall follow the general recognized accounting practices outlined in Federal Regulations Title 45 CFR part 92 or all funds including client contributions (cost sharing).

8. Policy Manual Requirements

The agency shall comply with the requirements listed in the North Carolina Division of Aging Home and Community Care Block Grant Manual and the Policy and Procedures Manual of the North Carolina Division of Aging.

9. Assessment and Monitoring

The agency agrees that if its proposal is accepted it will be assessed and monitored by the County of Bertie throughout the contract period for the purpose of providing assistance to the agency and to assure that the contract is being implemented appropriately.

The result of the programmatic and fiscal assessment of the Home and Community Care Block Grant funded programs by the AAA will be the primary factor in determining if a twelve (12) month contract can be extended.

10. Subcontracting

There will not be subcontracting for services using federal or state funds administered through the County of Bertie unless services cannot otherwise be provided.

11. Record Retention

Contractor must maintain books and records for accountability and audit purposes for a period of not less than three (3) years from date of the end of the contract. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

NUTRITION BIDS CHECKLIST

* NOTE: Bids received after the due date and time will not be accepted. If qualifications and document requirements are not provided with the bid package as outlined in the "Bid Specifications and Requirements," the bid will not be accepted.

Bid Submitted by: Treney's Restaurant

<input checked="" type="checkbox"/>	Envelope clearly labeled "Sealed Bid - Do Not Open" and states agency's name
<input type="checkbox"/>	Deposit equal to 5%
<input checked="" type="checkbox"/>	Single meal or unit of service cost
<input checked="" type="checkbox"/>	2 four-week cycle menus (April-September and October-March) with nutritional analysis, foods identified and signed by Registered Dietician
<input type="checkbox"/>	Copy of Registered Dietician's current credentials
<input checked="" type="checkbox"/>	Copy of current sanitation report with no less than A rating
<input checked="" type="checkbox"/>	Letter from the Health Inspector that states the vendor has the capacity to handle 130 meals per day in additon to current workload
<input type="checkbox"/>	Most recent audit or accountants opinion of fiscal operation
<input type="checkbox"/>	Bidder Qualifications Sheet filled out completely

FOR OFFICE USE ONLY:

Bid Reviewed by: _____

Signature: _____

Date: _____

BIGGS ACCOUNTING
1745 US HWY 64 WEST
PLYMOUTH, N.C. 27962

MARCH 31, 2014

TRUMP'S RESTAURANT, INC
PO BOX 1188
PLYMOUTH, N.C. 27962

MEMBERS:

WE HAVE COMPILED THE ACCOMPANYING BALANCE SHEET OF TRUMP'S RESTAURANT, INC AS OF DECEMBER 31, 2013 AND THE RELATED STATEMENT OF INCOME FOR THE YEAR THEN ENDED. COMPIATION IS LIMITED TO PRESENTING INFORMATION IN FINANCIAL FORM, WHICH IS A REPRESENTATION OF MANAGEMENT, AND AS SUCH IS FOR THE SOLE USE AND PURPOSE OF THE CORPORATION. WE HAVE COMPILED THE FINANCIAL STATEMENTS IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING STANDARDS.

BIGGS ACCOUNTING

Biggs Accounting, Kacey

Trumps Restaurant, Inc.
Income Statement
January 1, 2013 to December 31, 2013

Ordinary Income/Expense	
Income	
Food Sales	661,044.32
Total Income	661,044.32
Cost of Goods Sold	
Food Purchases	
Food Purchases	349,581.38
Total Food Purchases	349,581.38
Food Service Supplies	
Cooking Gas	20,232.00
Disposables	19,547.00
Total Food Service Supplies	39,779.00
Total Cost of Goods Sold	389,360.38
Gross Profit	271,683.94
Expense	
Cellular	2,383.44
Delivery Expense	131,852.85
Depreciation	1,502.00
Internet	937.32
Legal & Professional Expense	4,800.00
Office Expense	4,940.00
Payroll Expenses	
Salaries	9,100.00
Wages	61,405.00
Payroll Taxes	6,998.00
Total Payroll Expenses	77,493.00
Supplies	974.64
Rents	18,900.00
Telephone Expense	2,376.00
Utilities	
Electric	16,188.00
Septic	2,484.00
Water	1,155.98
Waste Disposal	1,632.00
Total Utilities	21,459.98
Total Expense	267,619.21
Net Ordinary Income	4,064.73
Other Income (Expense)	
Interest Income	11.02
Corporate Income Tax	
Federal	611.00
State	281.00
Total Corporate Income Tax	892.00
Total Other Income (Expense)	880.98
Net Income	3,183.75

Trumps Restaurant, Inc.
Balance Sheet
as of December 31, 2013

ASSETS

Current Assets

Checking/Savings

 Gateway Bank

5,824.00

Total Checking/Savings

5,824.00

Accounts Receivable

 Accounts Receivable

55,337.02

Total Accounts Receivable

55,337.02

Other Current Assets

 Food Inventory

8,492.00

Total Other Current Assets

8,492.00

Total Current Assets

69,453.02

Fixed Assets

 Equipment

48,425.00

 Vans

102,047.00

Total Fixed Assets

150,472.00

 Less Accumulated Depreciation

-148,504.00

Fixed Assets, Net of Accumulated Depreciation

1,968.00

Other Assets

 Organization Costs

200.00

Total Organization Costs

200.00

TOTAL ASSETS

71,621.02

LIABILITIES & EQUITY

Liabilities

Current Liabilities

 Accounts Payable

 Accounts Payable

80.00

Total Accounts Payable

80.00

Other Current Liabilities

 Payroll Liabilities

583.00

Total Other Current Liabilities

583.00

Total Current Liabilities

643.00

Total Liabilities

643.00

Equity

 Common Stock

200.00

 Retained Earnings

70,778.02

Total Equity

70,978.02

TOTAL LIABILITIES & EQUITY

71,621.02



P.O. Box 69
Plymouth, NC 27962
(252)-793-7000
Fax: (252)-793-3438
Toll Free: 1-866-811-4240

P.O. Box 834
Williamston, NC 27892
(252)-791-8000
Fax: (252)-789-4731

P.O. Box 12663
New Bern, NC 28561
(252)-514-4931
Fax: (252)-633-7261
Toll Free: 1-866-811-4227

March 31, 2014

TO : Whom This May Concern

REFERENCE : Carolyn Lucas Thomas (SSN#245-27-4694)

Dear Sir/Madam:

This letter is to inform you that the above stated member has been a part of our membership since May 15, 1997. She has a savings and checking account with Weyco Community Credit Union.

If you should have any questions, please contact me (252) 793-7009.

Sincerely,

Mary E Chesson
Loan Officer



Martin-Tyrrell-Washington District Health Department
Caring for North Carolina

www.mtwdistricthealth.org



Public Health
Prevent. Promote. Protect.

March 27, 2014

Carolyn Thomas
Trump's Restaurant
84 US Hwy 64 W.
Plymouth, NC 27962

Dear Ms. Thomas:

Trump's Restaurant is currently a 56 seat, state permitted restaurant that is graded on a quarterly basis and as of March 27, 2014, has a grade of 99.0.

Sincerely,

Samuel Brickhouse, REHS
Martin-Tyrrell-Washington District Health Department
198 NC Hwy 45 North
Plymouth, NC 27962

SANITATION RATING

A 999.0

This is to certify that,

Trump's Restaurant

was inspected on March 26, 2014.

**North Carolina Department of Health and Human Services
Division of Public Health
Environmental Health Section**



By Samuel H. Mc
Registered Environmental Health Specialist

**Home Delivered Meals
Congregate**

FALL 2013 / WINTER 2014
(Nov 4, 2013 – May 31, 2014)

Week 1 of 4

Day, Month, Date	Monday 11/4, 12/2, 12/30, 1/27, 2/24, 3/24, 4/21, 5/19	Tuesday 11/5, 12/3, 12/31, 1/28, 2/25, 3/25, 4/22, 5/20	Wednesday 11/6, 12/4, 1/1, 1/29, 2/26, 3/26, 4/23, 5/21	Thursday 11/7, 12/5, 1/2, 1/30, 2/27, 3/27, 4/24, 5/22	Friday 11/8, 12/6, 1/3, 1/31, 2/28, 3/28, 4/25, 5/23
MEAT OR ALTERNATE 2 OZ.	Chicken and Dumplings	Baked Hamburger on a Bun	Open Face 2 oz LS Turkey w/ 2 oz LS Gravy	Pork Chop w/ LS Gravy	Fish Sandwich w/ Cheese
VEGETABLES AND FRUITS 2 ½ CUP SERVINGS	Green Beans Sweet Potato@	Potato Wedges/FF Baked Beans Sliced <u>Tomato</u> , Onion, Lettuce	<u>Vit C Fort Frt Jc</u> Peas & Carrots@	Corn <u>Mashed</u> <u>Potatoes (Vit C</u> <u>Fort)</u>	<u>Coleslaw</u> w/carrots@ Parsley Potatoes
BREAD & GRAINS 2 SERVINGS	Roll (Dumplings) (Angel Food Ck)	Hamburger Bun	Brown Rice Wheat Roll	Cornbread	Hamburger Bun
FAT	Margarine	Ketchup & Mustard	Margarine	Margarine	Tartar Sauce
DESSERT ½ CUP SERVING	Angel Food Cake Spiced Apples	Seasonal Fruit	Cookie	<u>Orange</u>	Cinnamon Applesauce
MILK (DAIRY) ½ PINT	Milk	Milk	Milk	Milk	Milk

*Fruits may be fresh, frozen, canned, or dried.

** Vegetables may be fresh, frozen or dried. Canned vegetables are indicated due to high sodium content.

If canned vegetables are used they must first be soaked, rinsed, drained at least twice to reduce the amount of Sodium.

Ada H. Dunn, MS, RD, LD
R725671

Approved By: _____
Dietitian/Nutritionist

Day, Month, Date	Monday 11/11, 12/9, 1/6, 2/3, 3/3, 3/31, 4/28, 5/26	Tuesday 11/12, 12/10, 1/7, 2/4, 3/4, 4/1, 4/29, 5/27	Wednesday 11/13, 12/11, 1/8, 2/5, 3/5, 4/2, 4/30, 5/28	Thursday 11/14, 12/12, 1/9, 2/6, 3/6, 4/3, 5/1, 5/29	Friday 11/15, 12/13, 1/10, 2/7, 3/7, 4/4, 5/2, 5/30
MEAT OR ALTERNATE 2 OZ.	Chuckwagon Steak (LS) w/ (LS) Brown Gravy	Baked Ham w/ 2 Pineapple Sl.	BBQ Chicken	Lasagna (6 oz)	Oven Fried Chicken
VEGETABLES AND FRUITS 2 ½ CUP SERVINGS	<u>Mashed Potatoes (Vit C Fort)</u> <u>California Blend Vegetables@</u>	<u>Sweet Potato OR Sweet/Yam Patties@</u> Beans of Choice	<u>Greens of Choice</u> Succotash	<u>Tossed Salad w/ Tomato Wedges</u> <u>Broccoli@</u>	Green Beans Banana
BREAD & GRAINS 2 SERVINGS	White/Wheat Roll	Roll	Cornbread	(Pasta from Lasagna) (Bread from the Bread Pudding)	Dirty Rice Roll
FAT	Jelly	Margarine/Jelly		FF Italian or Ranch Dressing	Margarine
DESSERT ½ CUP SERVING	Seasonal Fruit	Pineapple w/ Toasted Coconut	Pudding Banana	Peach Cobbler	Angel Food Cake w/ Fruit
MILK (DAIRY) ½ PINT	Milk	Milk	Milk	Milk	Milk

*Fruits may be fresh, frozen, canned, or dried.

** Vegetables may be fresh, frozen or dried. Canned vegetables are indicated due to high sodium content. If canned vegetables are used they must first be soaked, rinsed, drained at least twice to reduce the amount of Sodium.

Ada H. Dunn, MS, RD, LDW
2725271

Approved By: _____
Dietitian/Nutritionist

Home Delivered
Congregate

FALL 2013/ WINTER 2014
(Sept 29, 2013 –May 30, 2014)

Week 3 of 4

Day, Month, Date	Monday 11/18, 12/16, 1/13, 2/10, 3/10, 4/7, 5/5	Tuesday 11/19, 12/17, 1/14, 2/11, 3/11, 4/8, 5/6	Wednesday 11/20, 12/18, 1/15, 2/12, 3/12, 4/9, 5/7	Thursday 11/21, 12/19, 1/16, 2/13, 3/13, 4/10, 5/8	Friday 11/22, 12/20, 1/17, 2/14, 3/14, 4/11, 5/9
MEAT OR ALTERNANT 2 OZ	BBQ Pork on a Bun	Brd Fish Wedge on Bun	Turkey Sandwich	SF Baked Chicken	3 oz Swedish Meatballs
VEGETABLES OR FRUITS 2 ½ CUP SERVINGS	Corn <u>Swt & Sour Coleslaw@</u>	Banana <u>Coleslaw@</u>	LS Vegetable Beef Soup@ Tossed Salad w/ <u>Tomato</u>	Green Beans Banana	Garlic Mashed Potatoes Green Peas@
BREAD & GRAINS 2 SERVINGS	(Bun)	(Bun)	(Bread from Sand) LS Crackers	Roll Macaroni & Cheese	White/Wheat Roll (Brownie)
FAT					
DESSERT ½ CUP SERVING	Spiced Apples		<u>Juice (Vit C Fort)</u> Marshmallow Treat	½ cup Vanilla Pudding Seasonal Fruit	Brownie
MILK (DAIRY) ½ PINT	Milk	Milk	Milk	Milk	Milk

*Fruits may be fresh, frozen, canned, or dried.

** Vegetables may be fresh, frozen, or dried. Canned vegetables are indicated due to high sodium content.

If canned vegetables are used they must first be soaked, rinsed and drained twice to reduce the amount of sodium.

Ada L. Dunn, MS, RD, LD
R725671

Approved By: _____
Dietitian/Nutritionist

**Home Delivered
Congregate**

FALL 2013/ WINTER 2014
(Sept 29, 2013 – May 30, 2014)

Week 4 of 4

Day, Month, Date	Monday 11/25, 12/23, 1/20, 2/17, 3/17, 4/14, 5/12	Tuesday 11/26, 12/24, 1/21, 2/18, 3/18, 4/15, 5/13	Wednesday 11/27, 12/25, 1/22, 2/19, 3/19, 4/16, 5/14	Thursday 11/28, 12/26, 1/23, 2/20, 3/20, 4/17, 5/15	Friday 11/29, 12/27, 1/24, 2/21, 3/21, 4/18, 5/16
MEAT OR ALTERNATE 2 OZ.	Beef Chili Mac Casserol w/ Cheese	Grilled Chicken Sandwich w/ <u>Lett/Tomato</u>	Meatloaf w/ LS Gravy	Roast Turkey w/ LS Gravy	Lasagna
VEGETABLES AND FRUITS 2 ½ CUP SERVINGS	Corn <u>(Beans & Tomatoes from Entrée)</u>	Field Peas & Snaps Seasonal Fruit	Green Beans <u>Juice (Vit C Fort)</u>	Garlic Mashed Potatoes <u>Greens@</u>	<u>Broccoli@</u> Tossed Salad w/ <u>Tomato</u>
BREAD & GRAINS 2 SERVINGS	Cornbread (Cinnamon Roll)	(Bread from Sandwich)	Macaroni & Cheese White/Wheat Roll	White/Wheat Roll (Angel Food Cake)	(Pasta from Lasagna) Garlic Bread
FAT				Marg/Jelly	FF Ranch or Ital Dressing
DESSERT ½ CUP SERVING	Cinnamon Roll <u>Juice (Vit C Fort)</u>	Brownie	Cookie	<u>Juice (Vit C Fort)</u> Choc Ring Cake	<u>Juice (Vit C Fort)</u> Peach@ Cobbler
MILK (DAIRY) ½ PINT	Milk	Milk	Milk	Milk	Milk

*Fruits may be fresh, frozen, canned, or dried.

**Vegetables may be fresh, frozen or dried. Canned vegetables are indicated due to high sodium content.

If canned vegetables are used they must first be soaked, rinsed and drained at least twice to reduce the amount of sodium.

Adah. Dunn, MS, RD, LD
R22571

Approved By: _____
Dietitian/Nutritionist

Trumps Catering



Week 1

	Monday	Tuesday	Wednesday	Thursday	Friday
	4/29, 5/27, 6/24, 7/22, 8/19, 9/16	4/30, 5/28, 6/26, 7/23, 8/20, 9/17	5/1, 5/29, 6/26, 7/24, 8/21, 9/18	5/2, 5/30, 6/27, 7/25, 8/22, 9/19	5/3, 5/31, 6/28, 7/26, 8/23, 9/20
Main Entrée (Portion 2 oz Mt)	Pork Loin	Baked Chicken	Salisbury Steak	Sausage Dog	Tuna Salad
Vegetables and Fruit (2 servings)	Sweet Potato@ Pineapple	Green Beans <u>Tropical Fruit</u>	<u>Greens@</u> <u>Vit C Fort Fruit Juice</u>	Beans of Choice (NO Baked Beans) <u>Coleslaw@</u> (Vinegar Based)	Carrot Raisin Salad@ <u>Vit C Fort Fruit Juice</u>
1/2C Cooked 1C Raw					
Bread/Complex Carbohydrates 2 servings	Succotash Cornbread	Stuffing Wheat Bread	Mashed Potatoes Dinner Roll	Bun	Macaroni Salad Saltines
Fat					
Dessert (Optional)	Ring Cake	Pudding	Fruit Crisp	Cookie <u>Vit C Fort Frt Juice</u>	Vanilla Wafers
8 oz Milk	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk
Miscellaneous	Gravy		Gravy		

= Vit C Source @ = Vit A Source

All Meats are baked unless otherwise indicated

All Vegetables are fresh or frozen unless otherwise indicated

RD Approval _____

Ada H. Dunn, MS, RD, LD
2725271

Trumps Catering



Week 2

	Monday	Tuesday	Wednesday	Thursday	Friday
	6/6, 6/3, 7/1, 7/29, 8/26, 8/23	6/7, 6/4, 7/2, 7/30, 8/27, 9/24	6/8, 6/5, 7/3, 7/31, 8/28, 9/25	6/9, 6/6, 7/4, 8/1, 8/29, 9/26	6/10, 6/7, 7/5, 8/2, 8/30, 9/27
Main Entrée (Portion 2 oz Mt)	Hamburger	Oven Fried Chicken	Pork Loin	Fried Fish	Smoked Sausage
Vegetables and Fruit (2 servings) 1/2C Cooked 1C Raw	Oven Fried Potatoes Lettuce/Tomato Fruit Cup	<u>Greens@</u> Pears	Green Beans <u>Vit C Fort Fruit Juice</u>	Baked Potato Okra & Tomatoes	Vinegar Base <u>Coleslaw@</u> Beans of Choice (NO Baked Beans)
Bread/Complex Carbohydrates 2 servings	Hamburger Bun	Buttered Potatoes Roll	Rice Pilaf Wheat Bread	Corn Muffin (Graham Crackers)	Hot Dog Bun
Fat					
Dessert (Optional)	Angel Food Cake	Cake	Pudding	Graham Crackers	2 Cookies Vit C Fort Frt Jc
8 oz Milk	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk
Miscellaneous	Ketchup/Mustard	Vinegar	Gravy		

 = Vit C Source @ = Vit A Source

All Meats are baked unless otherwise indicated
All Vegetables are fresh or frozen unless otherwise indicated

RD Approval: Ada L. Dunn, MS, RD, LD
2725271

Trumps Catering



Week 3

	Monday	Tuesday	Wednesday	Thursday	Friday
	5/13, 6/10, 7/8, 8/5, 9/2	5/14, 6/11, 7/9, 8/6, 9/3	5/15, 6/12, 7/10, 8/7, 9/4	5/16, 6/13, 7/11, 8/8, 9/5	5/17, 6/14, 7/12, 8/9, 9/6
Main Entrée (Portion 2 oz Mt)	BBQ Pork Sandwich	Meatloaf w/ Gravy	Chicken Parm	Chopped Beef Steak	Beans & Ham
Vegetables and Fruit (2 servings) 1/2C Cooked 1C Raw	Vinegar Base Coleslaw@ Buttered Potatoes	Vegetable Blend Fruit	Garden Salad <u>Vit C Fort Fruit Juice</u>	<u>Okra & Tomatoes</u> Peaches@	<u>Greens@</u> <u>Vit C Fort Fruit Juice</u>
Bread/Complex Carbohydrates 2 servings	Hamburger Bun Corn on the Cobb	Cheddar Mashed Potatoes Roll	Pasta Garlic Bread	Corn Roll	Parsled Potatoes Combread
Fat					
Dessert (Optional)	<u>Tropical Fruit Salad</u>	Cookie		Vanilla Wafers	
8 oz Milk	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk
Miscellaneous		Jelly	FF Salad Dressing		Vinegar

= Vit C Source @ = Vit A Source

All Meats are baked unless otherwise indicated

All Vegetables are fresh or frozen unless otherwise indicated

Ada H. Dunn, MS, RD, LDW
2725271

RD Approval _____

Trumps Catering



Week 4

	Monday	Tuesday	Wednesday	Thursday	Friday
	5/20, 6/17, 7/15, 8/12, 8/9	5/21, 6/18, 7/16, 8/13, 8/10	5/22, 6/19, 7/17, 8/14, 9/11	5/23, 6/20, 7/18, 8/15, 9/12	5/24, 6/21, 7/19, 8/16, 9/13
Main Entrée (Portion 2 oz Mit)	Hamburger	BBQ Chicken	Baked Pork Loin or Pork Chop	Spaghetti w/ Meatballs	Chicken Salad
Vegetables and Fruit (2 servings)	Tossed Salad Pears <u>Lettuce/Tomato</u>	<u>Greens@</u> Sweet Potato@ <u>Coleslaw@</u>	Mixed Vegetables@ <u>Vit C Fort Fruit Juice</u>	Tossed Salad Fresh Fruit	Pickled Beets <u>Vit C Fort Fruit Juice</u> Leaf Lettuce
1/2C Cooked 1C Raw					
Bread/Complex Carbohydrates. 2 servings	Hamburger Bun	Dinner Roll (Applesauce Cake)	Rice Pilaf Wheat Bread	Pasta Bread from Bread Pudding	Pasta Salad w/ Cheese Saltines
Fat			Margarine		
Dessert (Optional)	Cookies	Applesauce Cake	Fruit Cobbler	Bread Pudding	Cookies
8 oz Milk	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk
Miscellaneous	FF Salad Dressing Ketchup/Mustard		Gravy		

 = Vit C Source @ = Vit A Source

All Meats are baked unless otherwise indicated
All Vegetables are fresh or frozen unless otherwise indicated

RD Approval _____

Ada K. Durr, MS, RD, LD
2725671



Nationwide[®]
On Your Side

April 2, 2014

Auto Home Life Business

Robert D. Alton Agency

122 A Washington St

Washington, NC 27889

252-793-2667

My agency is currently trying to secure a bond for Trump's Restaurant (Mrs. Carolyn Thomas).

Thanks you,

Robert D. Alton

Nationwide Surety Starter[®] - Application

For bonds of \$250,000 or less

Must be completed in full to receive underwriting consideration

IMPORTANT
Aggregate bonded workloads over \$250,000 require fiscal year-end financial statement, current personal financial statement and completed supplemental form.

AGENCY

Agency name ROBERT ALTON AGENCY
Agency address 122A WASHINGTON ST PLYMOUTH, NC 27962 Agency phone 252-793-2667
Length of agency relationship with this account NEW Brokered business? Yes No

CONTRACTOR

Name (including dba) TRUMP'S RESTAURANT
Address PO BOX 1168 City PLYMOUTH State NC Zip 27962 Phone 252-793-9992
Type of Business: Corporation; Partnership; Sole Proprietorship; LLC; Other
Date business formed 2004 Date business incorporated 2004
Name of prior or present surety N/A Prior bonded amounts N/A Current open bonds \$0
Type of construction CATERING BUSINESS Territory WASHINGTON, BERKE, MARTIN AND CHOWAN

Has contractor or any owner(s) ever: (if yes, provide details)

- Failed to complete or defaulted on a contract? No Yes
- Been in claim with a surety? No Yes
- Petitioned for bankruptcy? No Yes
- Compromised with creditors? No Yes
- Had liens filed on projects? No Yes

OWNERS, OFFICERS, MEMBERS AND PARTNERS (add additional sheets as necessary)

First and last name CAROLYN LUCAS THOMAS Social security no. ██████████
Home address, city, state, zip PO BOX 1168 PLYMOUTH, NC 27962 Home phone 252-217-0716
Position OWNER % of ownership 50 Yrs/months in construction 10 YRS
Net worth (excluding home, business, retirement accounts) \$10,000 Annual household income \$303,200 Assets held in trust? No Yes
Spouse name JONATHAN THOMAS Spouse social security no. ██████████

First and last name JONATHAN THOMAS Social security no. 243-41-8839
Home address, city, state, zip PO BOX 1168 PLYMOUTH, NC 27962 Home phone 252-217-3835
Position OWNER % of ownership 50 Yrs/months in construction 10 YRS
Net worth (excluding home, business, retirement accounts) _____ Annual household income _____ Assets held in trust? No Yes
Spouse name CAROLYN LUCAS THOMAS Spouse social security no. 245-27-4694

BUSINESS BACKGROUND (list largest jobs completed in past 5 years)

Contract price	Description of job	Year complete	Bonded (yes/no)	Owner name and phone	Architect/engineer name and phone
\$200,000	CATERING	2013	NO	██████████	
\$200,000	CATERING	2013	NO	██████████	
\$100,000	CATERING	2013	NO	██████████	

FINANCIAL

Bank name	Bank address	Bank contact	Bank phone #	Line of credit amount	Amount in use
WEYCO CREDIT UNION	1215 MC NAY SQ # 6 PLYMOUTH, NC 27962		252-793-9577	\$0	\$0
Last year's sales	Profit or loss amount	Total assets		Total liabilities	
\$203,200	\$203,200	\$203,200		\$0	

Current work on hand (\$) \$203,200 Fiscal year-end date 07/01/2014

JOB INFORMATION (not to exceed \$250,000)

Obligor/owner name NORTH CAROLINA DIVISION OF AGING
Obligee address 2101 MAIL SERVICE CENTER City RALEIGH State NC Zip 27899-2101
Job title, description and location CATERING
Start date _____ Completion date _____ Warranty period _____ Liquidated damages _____
Amount subcontracted on this job \$0
If bid bond: Date of bid 03/27/2014 Bid security (% or \$) 5% Bid estimate (\$) 18,244
If performance/payment bond: Contract amount (\$) _____ Contract date _____
How was bid secured? Bid bond; Cashier's check; Negotiated; None
Other bidder names and amounts: 2nd low _____ 3rd low _____
If private owner, who is financing the project? _____

Include copy of contract and/or award letter and specific bond form, if applicable.
Must be completed in full to receive underwriting consideration.



BN015 (09/12)

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General Indemnity Agreement

By signing this Indemnity Agreement ("Agreement"), Principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce Nationwide Mutual Insurance Company and/or Amco Insurance Company and/or Allied Property and Casualty Insurance Company (hereinafter "Surety") to issue any and all bonds on behalf of Principal or other Indemnitor (collectively "Bonds"). The term Bonds includes any bond issued before, on, or after the date of this Agreement and any extension, renewal, modification, or substitution of or addition to the Bonds. Each Indemnitor further affirms that he, she or it understands that Bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney fees, costs and expenses of every kind and nature which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions or modifications.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the Surety attesting to the Loss shall be prima facie evidence of the Loss.
4. Upon demand, the Indemnitors will provide the Surety with acceptable collateral equal to the reserve set and any future reserve increases, whether or not Surety has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual and potential claims against the Bonds are exonerated and all Loss is fully reimbursed, including the payment of premium due the Surety on this and all other bonds.
5. All money and other proceeds of the obligations covered by the Bonds ("Obligations") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety, Indemnitors, upon Surety's declarations of Principal's default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts, all agreements, notes, accounts or accounts receivable in which Indemnitors have any interest; and all subcontracts under the Obligation.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to Principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Upon submission of the Application and until full satisfactory performance of the Obligation and exoneration of the Bonds, Surety may freely access, examine, copy and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction. Indemnitors understand the bond(s) applied for is a credit relationship, and authorize Surety, or its authorized agents to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted and/or continued.
9. Each Indemnitor agrees he, she or it is bound to every obligation in the Agreement regardless of (a) whether the Principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under the Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign the Agreement.
10. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
11. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder in full force and effect.
12. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original.
13. Undersigned has the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waives any claim against Surety arising out of any such error or omission.
14. As consideration for Surety's execution of the Bonds applied for, each Indemnitor jointly and severally agrees to be bound by all terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation. All signatures appearing below are made in both individual and representative capacities and on behalf of an Indemnitor's marital community, if any.
15. The undersigned may terminate liability to Surety under this Agreement only by sending written notice to Surety in care of Nationwide Surety and Fidelity, 1100 Locust Street, Dept 2006, Des Moines, IA 50391-2006. Termination will be in effect twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date.

To be completed by Authorized Owner and/or Officer and/or Partner and/or LLC Member	
Principal's Name (Print) CAROLYN LUCAS THOMAS	Date 3-31-14
Principal's Signature <i>Carolyn Lucas Thomas</i>	Name & Title (Print) OWNER
To be completed by Indemnitor - All owners and spouses must sign	
Indemnitor's Signature <i>Jonathan Thomas</i>	Indemnitor's Signature
Indemnitor's Name (Print) JONATHAN THOMAS	Indemnitor's Name (Print)
Indemnitor's Signature	Indemnitor's Signature
Indemnitor's Name (Print)	Indemnitor's Name (Print)
Indemnitor's Signature	Indemnitor's Signature
Indemnitor's Name (Print)	Indemnitor's Name (Print)

NSF Contract Supplemental Information

For aggregate bonded programs
over \$250,000 to \$500,000

In order to help us evaluate your PERSONAL and COMPANY financial condition, please complete in full, then fax or email to your regional contract bond underwriter. Be sure to include the required documentation.

IMPORTANT

Aggregate bonded workloads over \$250,000 require fiscal year-end financial statement, current personal financial statement and completed supplemental form.

AGENCY

Name **ROBERT DALTON AGENCY**

Address 122A WASHINGTON ST City PLYMOUTH State NC ZIP 27862

CONTRACTOR

Name (including dba) **TRUMP'S RESTAURANT**

Address PO BOX 1168 City PLYMOUTH State NC ZIP 27862

List subsidiary, affiliated or related companies which this firm/stockholders have an interest

Name	Address, City, State	Type of Business	Stock Ownership
NONE			

List principal suppliers

Name	Address, City, State	Phone (include area code)
PLYMOUTH		

Life Insurance

Name	Carrier	Beneficiary	Amount	Cash Value

MAXIMUM PROGRAM (STANDARD RATES) REQUIRED DOCUMENTATION

- Last three fiscal-year-end business financial statements
- Current personal financial statement from each owner
- Current account receivable agings
- Other _____
- Other _____
- Other _____

BOND PROGRAM

Percent of work completed as prime contractor: _____ %

Percent of work bonded: _____ %

Desired annual sales volume: \$ _____

Desired maximum single job size: \$ _____

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Nationwide Surety StarterSM - Guidelines

Nationwide Surety StarterSM is a program designed specifically to meet the smaller, infrequent bond needs of contractors. The program provides for quick underwriting decisions based on limited information requirements.

The program is available to eligible contractors seeking their first contract bond or having the need for a small contract bond program.

QUICK AND EASY APPLICATION PROCESS

A quick one-page application must be completed to apply for the program. Contractors not meeting the eligibility requirements may be asked to provide additional information for underwriting consideration. Workloads in excess of \$250,000 require a fiscal year-end financial statement, current personal financial statement and completed supplemental form.

ELIGIBILITY GUIDELINES

- Construction jobs up to \$250,000/\$500,000 single/aggregate limit
- Aggregate limits in excess of \$250,000 require a fiscal year-end financial statement, current personal financial statement and completed supplemental form
- Contractor is current agency customer having full recommendation
- Contractor has been in business for at least 2 years
- Contractor has better than average personal and business credit
- Contractor works within local territory
- Contractor works on projects similar in scope to experience
- Contractor self-performs more than 50% of the work
- Contractor completes all jobs in 1 year or less
- Contractor has no bonds outstanding with any other surety

RATES & COMMISSION

- \$30 per thousand flat rate for all types of business
- 25% commission (all states)

PROGRAM EXCLUSIONS

- Subdivision/site improvement bonds
- Completion bonds
- Computer software
- Design/build contract
- Hazardous material abatement (lead, asbestos, oil, etc.)
- Indefinite Quantity (IDIQ)
- Roofing
- Solar
- Swimming pools
- Underground gas/oil storage tank removal
- Bonds running to sovereign nations (Indian reservations)

FULL UNDERWRITING

To maximize a contractor's surety capacity, agents are encouraged to complete a supplemental questionnaire and provide business and personal financial information. Contract bonds written with a full submission offer a more competitive rate and pay a higher commission.

CONTACT US

Should you have any questions or require any assistance, please contact your NSF regional contract bond underwriter.

NORTH CAROLINA
BERTIE COUNTY

COUNTY TAX SERVICES, INC.
SERVICES AGREEMENT

This Service Agreement made and entered into this _____ day of _____, 2014, between the County of Bertie, (Hereinafter "COUNTY"), a political subdivision of the state of North Carolina, and County Tax Services, Inc. (Hereinafter "CTSI") a North Carolina Corporation having its registered office in Raleigh, North Carolina.

WITNESSETH

WHEREAS, COUNTY desires to obtain audit services on Business Personal Property Tax Listings as authorized by the North Carolina General Statutes; and

WHEREAS, CTSI agrees to provide said audit services for COUNTY pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises mutually herein exchanged, the parties agree as follows:

1. AUDITING SERVICES

CTSI agrees to provide to COUNTY auditing services on Business Personal Property Tax Listings.

CTSI will:

- A. Make copies of the Business Personal Property Tax Listings according to the Tax Administrator's instructions on accounts selected for audit.
- B. Prepare an introduction letter on COUNTY letterhead and provide the letter to the Tax Administrator for signature and timely mailing.
- C. Make an appointment with the selected businesses for a Business Personal Property Tax audit to be performed.
- D. Inform the Tax Administrator of the audit findings after the audit is completed, and provide adequate work papers to support all audits, whether there is a discovery or no discovery.
- E. Upon COUNTY approval of the audit, prepare a discovery letter pursuant to G.S. §105-312, or a no discovery letter, on COUNTY letterhead, together with a copy of the work papers, for the Tax Administrator's signature and mailing to the taxpayer.
- F. Agree to be accompanied by COUNTY personnel on any local audits to assist in training for on going audit activities.

2. AUDIT APPEALS

If any audit performed by CTSI enters the appeals process, CTSI will:

- A. Appear at meetings with taxpayers or their representatives concerning the information identified in the audit.
- B. Provide testimony and evidence at hearings before the County Tax Assessor, Board of County Commissioners, North Carolina Property Tax Commission or other appeal level hearing concerning the information identified in the audit.

3. CONSULTING SERVICES

- A. Consulting services include ANY services requested by COUNTY that are not required to complete an audit. This can include services on audits which have been finalized, but where additional information that was not covered in the original audit is requested by COUNTY. COUNTY AND CTSI SHALL AGREE IN WRITING AND IDENTIFY ALL COSTS AND SERVICES TO BE PERFORMED UNDER THIS SECTION PRIOR TO COMMENCEMENT OF THE SERVICE BY CTSI.

- B. CTSI will maintain an hourly time sheet on any consulting services performed for COUNTY to be billed to COUNTY on a monthly basis if this service is required.

4. RESPONSIBILITY OF COUNTY

COUNTY will:

- A. Make available to CTSI legible Business Personal Property Tax Listings for the purpose of making copies.
- B. Provide CTSI with COUNTY letterhead and envelopes.
- C. Sign and mail approved letters to the taxpayers in a timely manner.
- D. Provide postage for mailing audit correspondence from COUNTY to the taxpayer.
- E. Inform CTSI if any of the ongoing audits enter the appeals process or if any taxpayer sends COUNTY any additional information that may be vital to the audit.
- F. Provide the North Carolina Department of Revenue with the proper statement of confidentiality as required under the provisions of NCGS 105-296 for the personnel of CTSI.
- G. Provide to CTSI a notarized authorization letter giving authority to conduct audits on behalf of COUNTY.
- H. Compensate CTSI for AUDITING SERVICES and CONSULTING SERVICES performed under this Agreement as stated in Item 6, COMPENSATION.

5. TERM OF AGREEMENT

- A. This Agreement will become effective from the date of this agreement and will remain in effect unless cancelled by either party.
- B. This Agreement is cancelable at any time by either party upon thirty (30) days written notice.
- C. In the event of cancellation by either party, all audits assigned to CTSI as of the date of cancellation shall be completed by CTSI and all fees for completed audits shall be payable in accordance with the terms as provided by this Agreement.

6. COMPENSATION

For AUDITING SERVICES, as outlined in Section 1 and CONSULTING SERVICES, as outlined in Section 3 provided by CTSI under this Agreement, COUNTY agrees to compensate CTSI as follows:

A. AUDITING SERVICES

Fee Determination

For auditing services provided by CTSI, County will pay to CTSI a fee in accordance with the schedule shown below.

*The fee paid will be based on utilizing the most current audited Business Personal Property Tax Listing form to determine the final Total Tax Value assessed.

Size	*Total Tax Value per Current Listing	Fee per Acct#
S-0	0 - 49,999	400.00
S-1	50,000 - 399,999	600.00
S-2	400,000 - 999,999	1,000.00
S-3	1,000,000 - 4,999,999	2,000.00
S-4	5,000,000 - 14,999,999	6,000.00
S-5	15,000,000 - 29,999,999	10,000.00
S-6	30,000,000 - 49,999,999	10,000.00
S-7	50,000,000 up	10,000.00

Invoicing Procedures

If COUNTY has appropriated funds for audit services, as outlined in Section 1, CTSI will invoice the COUNTY after all appeal rights have expired.

If COUNTY has NOT appropriated funds for the audit program the COUNTY will provide CTSI with copies of taxpayer's paid bills so that CTSI can generate invoices to COUNTY for services. If it is determined that the amount COUNTY has collected totals more than the total fees due up to that date then CTSI will invoice all audits completed up to that date.

CTSI shall invoice COUNTY; Payment to CTSI for services provided under this Agreement will be due 30 days from the date of funds collected.

B. CONSULTING SERVICES

For consulting services provided by CTSI under this Agreement, COUNTY will pay to CTSI One Hundred Dollars and No Cents (\$100.00) per hour. Consulting fees will be invoiced at the end of each month.

7. PROPRIETARY RIGHTS

COUNTY agrees that the proprietary rights to the computer database and spreadsheet systems that CTSI has developed for auditing Business Personal Property Tax Listings will remain the property of CTSI.

8. GENERAL

- A. This Agreement will be governed by the laws of the State of North Carolina.
- B. This Agreement is not assignable, by either party, by operation of law or otherwise.
- C. Should any provision, portion or application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.
- D. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purposes of interpretation shall be made to the contrary.
- E. This Agreement including any attachments, will constitute the entire understanding between COUNTY and CTSI and will supersede all prior understandings and agreements relating to the subject matter hereof. Any modification, revision or amendment to this Agreement must be in writing and executed by both parties. This Agreement may not be orally modified.
- F. COUNTY acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

9. NOTICES

Notices to be given or submitted by either party to the other, pursuant to this Agreement, will be sufficiently given or made in writing and sent by certified mail, postage prepaid to:

CTSI: County Tax Services, Inc.
3533 National Drive, Ste 125
Raleigh, NC 27612

COUNTY: Bertie County
P. O. Box 527
Windsor, NC 27983

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement; COUNTY through _____, authorized to execute same by _____ and COUNTY TAX SERVICES, INC., signing by and through its duly authorized representative.

COUNTY TAX SERVICES, INC.

COUNTY OF: Bertie

BY: _____ (Seal)

BY: _____

TITLE: _____

TITLE: _____

ATTESTED BY:

BY: _____

TITLE: _____

**CONTRACT FOR CHILD
SUPPORT ENFORCEMENT SERVICES**

This Agreement is made and entered into this _____ day of _____, 2014, by and between YoungWilliams, P.C., a foreign corporation which is authorized to do business in the State of North Carolina, hereinafter referred to as “Contractor”, and Bertie County, North Carolina, hereinafter referred to as “the County”. This Agreement is made pursuant to the authority conferred upon the County pursuant to N.C. Gen Stat. Section 110-141 and N.C. Gen Stat. Section 153A-259.

WITNESSETH:

Whereas, the County is authorized to contract with any governmental agency, person, association, or corporation for the provision of social services; and

Whereas, the County is required to operate a program for child support enforcement pursuant to the authority conferred upon it by the North Carolina General Assembly; and

Whereas, the County and the Contractor have negotiated a contract for the performance of certain technical and professional services, and the County wishes to enter into an agreement with Contractor to become the Designated Representative as that term is defined in N.C. Gen. Stat. Section 110-129(5) for the County and operate the Child Support Enforcement Program therein; and

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1.0 Scope of Work – Performance

Contractor agrees to perform all the duties and obligations set forth in the Request for Proposal issued by the County which is made a part of this contract as though fully written herein.

The Contractor will provide the total administration of the IV-D Child Support Enforcement Program in the County consistent with all Federal and State Laws. This will be accomplished by working in close relationship with the County and all other agencies attendant to the Child Support Enforcement Program.

2.0 Amendment

Contractor shall sign such additional documents required by Federal or State Law in order to accomplish the purpose of this contract.

No modification or change of any provision in this Contract shall be made, or be construed to have been made, unless such modification is agreed to in writing by the Contractor and the County, and incorporated into a written amendment to the Contract. Except, County has the right to require revision made in the scope of work necessary to meet new or revised rules, regulations, laws, policies, and standards. Such written requests shall be made by the Contract Administrator. Contractor shall advise the County upon receipt of any information pertaining to changes in law, rules, and regulations affecting the operation of the Child Support Enforcement Program. It shall be the responsibility of the Contractor to keep its staff up to date about all changes. Any changes required by law or regulation in order for the Contractor to meet its duties as defined in this Agreement shall not necessitate an amendment to this Contract.

3.0 Contract Period and Compensation

Contract shall commence on July 1, 2014 and shall continue until June 30, 2015 (“a contract year”). This Contract is contingent upon receipt of Federal funding; any reduction or withdrawal of funding shall constitute grounds for County to forthwith terminate all or portion of this contract.

This agreement shall automatically renew at the end of each contract year for up to three (3) additional one (1) year periods upon the same terms and conditions as set forth herein. The compensation for each contract year shall be as follows:

Year One (1)	\$411,660.00
Year Two (2)	\$418,864.00
Year Three (3)	\$426,194.00
Year Four (4)	\$433,653.00

4.0 Termination for Default

If the Contractor shall fail to perform its Contractual obligations and duties, after having been given a reasonable opportunity to do so, the County shall thereupon have the right to terminate this Contract by mailing written notice to the Contractor of such termination and specifying the effective date thereof. A reasonable opportunity to perform under this Contract is defined as within ten (10) days of notification of default.

The Contractor is not deemed to have failed to perform if its failure is the result of substantial and/or material breach of Contract by the County or a substantial and/or material mistake/error by the State of North Carolina making compliance impossible or impracticable.

4.1 Payments Upon Default

In the event of termination for default, the Contractor shall be paid pro-rata compensation for services rendered up to the effective termination date less any monies owed the County.

4.1.1 Liability Upon Default

If the Contract is terminated for default, the Contractor shall be liable to the County for any and all damages of any type and nature sustained by the County and arising out of or relative to said breach. In such event, the County shall have the right to pursue Contractor for any and all legal remedies available to the County as a result of said default including pursuing payment on Contractor’s bond provided as an incident and condition of this Contract.

5.0 Termination for Convenience

(a) The County may terminate without cause in whole or in part whenever for any reason, in its sole discretion, the County shall determine that such termination is in the County’s best interest. If the County terminates the Agreement for convenience, the Contractor shall be paid a pro-rata compensation for services rendered up to the effective termination date, less any monies owed the County.

(b) In the event that the County exercises its right to terminate the contract for convenience, the County shall notify the Contractor at least sixty (60) days prior to such termination.

5.1 Transition

Contractor will ensure the integrity of all data during the period between the decision to terminate through the date of termination. The Contractor will make staff available to the County to assist in the transition from Contractor to County operations.

6.0 Assignment

The Contractor shall not assign or transfer any interest in this Contract.

7.0 Place of Contract

It is agreed between the parties hereto that the place of this Contract, its situs and forum, shall be in State Courts of North Carolina in the County, and in said County and State shall all matters, whether surrounding in Contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract be determined. The office for actual operations shall be determined by agreement between County and Contractor.

8.0 Waiver of Breach

Waiver of any breach of any term or condition of this Contract shall not waive any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by written instrument signed by the parties hereto.

9.0 Indemnification

Contractor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorneys fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of/or the willful act or omission of Contractor, his agents, employees and subcontractors.

10.0 Insurance

Contractor shall maintain insurance from companies licensed to write business in North Carolina and acceptable to the County, of the kinds and minimum amounts specified below.

10.1 Certificates and Notice of Cancellation

Before commencing work under this contract, Contractor shall furnish the County with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the County.

10.2 Workers Compensation and Employers Liability Insurance

Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's

liability insurance providing limits at least in the amount of \$100,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

10.3 Commercial General Liability

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits, applicable to claims due to bodily injury and/or property damage. The County shall be named as an additional insured under this policy.

10.4 Automobile Liability Insurance

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$500,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

10.5 Professional Liability Insurance

The Contractor will be required to take out and maintain Professional Liability Insurance providing liability insurance limits at least in the amount of \$1,000,000. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

10.6 Employee Dishonesty Coverage

Including coverage for loss due to the dishonest acts of Contractors employees while acting alone or in collusion with other limits of coverage shall be at least in the amount of \$100,000 per employee/loss. The County shall be named additional insured.

11.0 Performance Bond

No performance bond shall be required.

12.0 Independent Contractor

It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

13.0 Compliance with Civil Rights Laws – Equal Opportunity Employment

The Contractor hereby assures that it shall comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, sex, or national origin be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

The nondiscrimination clause contained in Section 202 Executive Order 11246 as amended by Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to

race, color, religion, sex, age or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Program for Employment of the Handicapped (Affirmative Action) Regulations issued by the Secretary of Labor of the United States in Title 20, Part 741, Chapter VI, subchapter V of the Code of Federal Regulations, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973 and the Americans Disability Act of 1992 are incorporated herein.

14.0 Force Majeure

Neither the Contractor nor the County shall be deemed to have breached the contract if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes are specifically restricted to acts of God, fires, quarantine restrictions, freight embargos and/or State computer system failures not attributable to Contractor's negligence. If Contractor's failure to perform is not the result of causes beyond its control or acts of God, Contractor will be liable. Any change in market conditions and/or economic environment shall not constitute a force majeure.

15.0 Invoices and Payments

The County shall make payments for the invoiced amount by the 15th day of the month following the month of service or within fifteen (15) days of receipt of the invoice, whichever is later.

16.0 Notices and Invoices

Within a reasonable time after signing of this contract, the County will notify Contractor where all notices shall be delivered to the County. All invoices shall be delivered by the Contractor to the County Manager or their designee.

All notices shall be delivered to the Contractor at the address below or such other address or party as designated:

YoungWilliams, P.C.
Attention: Robert Wells, President
P. O. Box 23059
Jackson, Mississippi 39225

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

17.0 Annual Audit Report

The Contractor shall provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year. In addition, the Contractor shall provide to the County quarterly financial statement, upon request.

18.0 Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given

effect without the invalid term, condition, or application; to this end of the Terms and Condition of this Contract are declared severable.

19.0 Contract Administrator

The Contract Administrator for the County is the County Manager or their designee. Such other designation shall be in writing.

20.0 Prohibition Against Agreements Limiting Employment

The Contractor shall not enter into, authorize, or permit its employees or subcontractors performing work under this Contract to enter into agreements that would limit or restrict the ability of the County, its contractors, or agents, to hire any of Contractor's employees and/or subcontractors following the expiration or termination of this Contract.

21.0 Transition After Expiration or Termination of this Contract

Contractor shall act in good faith to work with the County during any transition following termination or expiration of this Contract. Contractor will ensure the integrity of all data during the period between the decision to terminate through the date of termination. The Contractor will make staff available to the County to assist in the transition from Contractor to County operations. Unless otherwise provided in this Contract, Contractor shall remove its property and vacate the office space within the time frame set by the County upon the conclusion of this Contract, whether such conclusion is due to early termination or expiration of the term without renewal.

22.0 Custody and Care of Property

Contractor shall be responsible for the proper custody and care of any County or State owned or furnished property, and/or properties reimbursed by public funds, for the Contractor's use in connection with the performance of this Contract, and the Contractor shall reimburse the County for its loss or damage, normal wear and tear excepted. Any such property or equipment shall remain the property of the County and will be returned to the County at the end of the Contract or when no longer used. The Contractor shall maintain a fixed asset inventory of all items or equipment and furniture purchased at public expense. The County may provide asset tags and the Contractor shall affix tags to such equipment and furniture. The Contractor shall contact the County if an item of equipment or furniture purchased at public expense is no longer needed by the Contractor, or if an item of equipment or furniture purchased at public expense is no longer usable. The County, may, in its discretion, choose to repossess the item or direct the Contractor to dispose of it. The Contractor shall not dispose of any equipment or furniture purchased at public expense unless directed to do so by the County.

Contractor shall provide a "turnkey" network solution which includes all of the equipment necessary to operate the Child Support Program in Bertie County. This solution includes all computers, servers, data and telecom lines, networking, software, printers, telephone systems, wire rack, patch panels, power and data backup devices, copiers, and postage machines. Contractor will manage the procurement, installation, maintenance, and support of all equipment used in the program. Any equipment purchased by the Contract will be considered the property of the Contractor. If, however, this Contract expires without renewal or is terminated for any reason, the County has the unilateral option, upon notice to Contractor, to retain any equipment purchased by Contractor at no cost to the County. If the County chooses not to exercise this option, Contractor shall remove the equipment from the office space within the time frame set by the County. All data is and shall remain the property of the County.

23.0 Compliance

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State and local governments in which work under this Contract is performed. The Contractor shall pay all taxes, assessments, premiums and fees and shall file all reports and returns required by each of the parties, effective the day and year first above written.

24. IRS Compliance

In accordance with IRS Publication 1075, section 4.7.1, the agency must maintain ownership and control over the security policies and system configuration (including cryptographic keys), for all hardware, software, and telecommunications equipment on which FTI resides or transverses, used by contractors. To meet this requirement, for the duration of contracts in which the use of FTI is involved, all contracting companies must allow counties full control of system security configurations on all workstations used by contractors in fulfillment of their obligations. Counties must ensure satisfactory security configurations in accordance with [IRS Pub 1075](#), the [North Carolina Statewide Information Security Manual](#), and [Department of Health and Human Services' Security Policies and Standards](#).

IN WITNESS WHEREOF, the Contractor and County have executed this agreement in quadruplicate, one of which is retained by each of the parties and one sent to the County, and an additional copy for the County Finance Director, effective the day and year first above written.

Bertie County, North Carolina

BY: _____

Young Williams, P.C. d/b/a Child Support Services

By: _____
Robert L. Wells, President
YoungWilliams, P.C.

Exhibit “7”

Contract Language for General Services

I. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements.

- (1) All work will be done under the supervision of the contractor or the contractor’s employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage component is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) Include any additional safeguards that may be appropriate.

II. Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each

such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of return or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552A(l)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individual identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. Inspection

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Robert L. Wells, President
YoungWilliams, P.C.

Attachment A

General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor

and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of

Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (a) owned by the Contractor and used in the performance of this contract;
- (b) hired by the Contractor and used in the performance of this contract; and
- (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
- (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County

shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims

Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy

and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited

means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Attachment A-1

Contractor's Responsibilities

1. Establish and maintain a child support enforcement program in each County which complies with the provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, Article 9, Chapter 110 of the North Carolina General Statutes, as amended, State laws and regulations, and to be completely responsible and accountable for the proper operation of such program. Complete manual is located at www.dhhs.state.nc.us/dss/.
2. Provide all child support enforcement services following standard and accepted child support best practices, policies and procedures and in doing so pursuing the best interest of the child(ren) for whom support is sought.
3. Provide testimony, evidence and support necessary for the establishment of paternity, establishment and enforcement of child support orders, and the review and modification of support orders pursuant to Federal and State laws, in civil, criminal and administrative forums. The choice of forum shall be based on the facts of each case, the judgment of legal counsel, and the best interest of the child.
4. Bring all court actions in the manner as prescribed by N.C. Gen. Stat. §110-130.1 and local rules of court. Notify the appropriate County official in a timely fashion of any judicial or administrative decision or settlement agreement that negatively affects the County's or State's interests and agree not to enter into any settlement which results in the County's or State's loss of revenue without prior approval. Service Provider may appeal any judicial or administrative order and shall cooperate with the State in the event the State chooses to appeal. In the event that Service Provider thinks that a decision needs to be appealed, the Service Provider shall consult with the appropriate County official prior to filing a Notice of Appeal. County will notify Service Provider within 30 days of signing the contract as to the name of the appropriate County official.
5. Utilize the State's automated systems in conjunction with other technology that affect the Child Support Enforcement Program. Any additional technology needs deemed necessary to assist Service Provider in carrying out its responsibilities shall be the responsibility of Service Provider. Service Provider shall retain all rights to such software developed by the Service Provider, at the Service Provider's expense to assist Service Provider in carrying out its duties under this Agreement. Software developed by the Service Provider at public expense shall be owned by the County. Such software, including source code, shall be returned to the County at the time of contract termination.
6. Service Provider is responsible for connectivity to the State's automated systems and any other automated systems, purchase and maintenance of hardware, on-going maintenance and any other applications.
7. Provide the location of the office or offices where daily operations are to be conducted and be responsible for the lease costs; provide necessary office equipment, utilities, furniture and any other related items to operate and maintain office space during the

term of the contract. Include a description of the proposed method of operations in any County proposed to not have a physical office.

8. Utilize documents produced by the State System. Any additional documents deemed necessary by Service Provider shall contain language recommended by the County and/or North Carolina Department of Health and Human Services.
9. Immediately respond to the State Child Support Enforcement's central office on any requests for case status or information. Such response shall contain sufficient information regarding the status of the case to permit the State to reply to the inquiring party.
10. Maintain all records as required by any laws or regulations enacted by the County DSS, State, and/or Federal governments. Service Provider will follow all standards for retention of files after case closure. Maintain sufficient space for storage of records produced under this contract. Maintain an inventory of all documents warehoused in order to expedite retrieval. Stored documents shall be made available to the County within two (2) workdays of the request.
11. Ensure that the child support office administrator and/or staff attend any meetings sponsored by the County and/or State or local courts or associations at which attendance is requested. Service Provider will make every effort to comply. Any and all travel expenses will be the exclusive responsibility of the Provider.
12. Train and manage staff assigned to the program. Maintain sufficient staff to serve all customers on a timely basis. In the event key personnel resigns or is terminated, Service Provider must inform the County immediately so that the vacancy can be filled without disruption of services. The Service Provider is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Service Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County. Service Provider will not sub-contract without written approval from the County.
13. Refer any cases of fraud related to child support enforcement to the appropriate County and/or State officials.
14. Cooperate fully with the data collection and evaluation activities carried out by the County in connection with the services performed under this contract.
15. Develop along with the County a customer satisfaction survey which will be conducted annually. Results will be analyzed and reported within a specified time frame.
16. Provide relevant information immediately and file proof of claim with the bankruptcy court on behalf of the County in a timely manner in the event the Service Provider receives notice that an obligor has filed a bankruptcy petition.
17. Collect and report to the County any fees required to be charged under State or Federal law, regulation or policy.
18. Comply fully with the aforementioned and all other provisions of Title IV, Part D of the Social Security Act, as amended, Title 45, Code of Federal Regulations, North Carolina General Statutes, and the program instructions issued by the County.

19. Cooperate, to the fullest extent allowed by law, with other County, State, and Federal entities. This provision also covers other entities operating Child Support Enforcement Programs pursuant to Title IV, Part D of the Social Security Act as amended.
20. Advise the County in writing within five (5) days of the receipt by the Service Provider of any notice of deficiency from the State or Federal government or any adverse audit results.
21. Cooperate with the County in answering customer complaints related to CSE in a timely manner.
22. All Child Support Enforcement case files will be maintained and used solely for child support purposes and safeguarded as provided in 45 CFR 303.21, N.C. Gen. Stats. §§110-139 and 108A-80. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth. Adhere to all confidentiality laws, rules, and regulations pertaining to the child support enforcement program.
23. Any information obtained through the Federal Parent Locator Services, as well as address and asset information obtained through the Internal Revenue Service must be safeguarded according to 45 CFR 303.70 and 26 U.S.C. §6103(p) 4. All personnel authorized to handle such tax-related information will sign an IRS Confidentiality Form, to be provided by the State, and will return the signed original to the State. The Service Provider will comply with all other applicable laws and regulations in addition to those specifically set forth.
24. Develop a plan to address indirect costs incurred in the program, specifically pertaining to reporting on the State form 1571 on behalf of each County.

Robert L. Wells, President
YoungWilliams, P.C.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Bertie County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 418 S. Everette Street
(Street address)
Ahoskie, Hertford, NC 27910
(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. **Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended,

relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Robert L. Wells, President
YoungWilliams, PC

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

CONFLICT OF INTEREST GUIDELINES FOR YOUNGWILLIAMS EMPLOYEES

Code of Conduct

Policy Number 2.02

The Company prides itself on high standards of conduct, and expects its employees to uphold these ideals when dealing with individuals both internally and externally. The following code of conduct is intended to provide guidelines for the professional, ethical, and legal behavior the Company expects of our employees.

Employees should strive to conduct all business with integrity. Employees should deal fairly and honestly with customers, vendors, suppliers, and any others with whom the Company does business. No employee should knowingly permit any business transaction to occur that is not fair to the Company and customers alike.

No employee should use his/her position with the Company or information acquired during employment in a manner that may create a conflict of interest between the personal interests of the employee and the interests of the Company.

It is the responsibility of all employees to maintain the confidentiality of the Company's proprietary information. Employees should refrain from discussing confidential information with outsiders and with anyone else who does not have a legitimate need to know the information.

Accurate Accounting

Employees are prohibited from setting up or maintaining any unrecorded fund, reserve, asset, or special account for any purpose. No false entries shall be made in Company books, records, or accounts; and no payment or transfer of funds or assets shall be made for any purpose other than that specifically authorized by the Company.

Employees are responsible for accurate and timely record-keeping for all company assets, revenues, and expenses. Compliance with accepted accounting rules and controls is required. All books, records, and documents must accurately and completely describe the transactions they represent.

Business Ethics

The Company does not permit or condone bribes, kickbacks, or any other illegal or improper payments, transfers, or receipts. This prohibition applies both to the giving and the receiving of payments.

No employee shall offer, give, or transfer any money or anything else of value for the purpose of obtaining or retaining business; receiving any kind of favored treatment; or inducing or assisting such employee to violate Company policies or the law.

Employees may not accept any money, objects of value, or premiums from any person or company that is doing or seeking business with the Company. Providing excessive gifts or entertainment to others who may represent potential business is also prohibited.

Fees, commissions, and expenses paid to outside agents must be based upon proper billings, accurate record-keeping and reasonable standards for services rendered.

Reporting Violations

All employees who suspect violations of the Company's code of conduct are required to report their concerns to Senior Management or Corporate Human Resources. All allegations of improper or illegal behavior will be investigated promptly, thoroughly, and confidentially. No adverse action shall be taken against any employee for communicating concerns in good faith.

Effective May 17, 2007

Confidential and Proprietary Information

Policy Number 2.03

Employees who have access to records and other personal information about customers and other employees, including proprietary information, financial data, trade secrets, and intellectual property to which the Company holds rights, must not discuss this information with anyone else without proper authority.

Proprietary Information:

We have developed special ways to design, develop, produce, market and deliver our products and services. These techniques and resources make our products and services more competitive in the marketplace and are not to be revealed to sources outside the Company. Anything the Company does to design, develop, produce, market and deliver its products and services that competitors cannot or do not do, is treated as proprietary information, also called trade secrets.

Any information that would damage our business if it became public knowledge or was disclosed to a competitor is considered a trade secret. This includes, but is not limited to, information on the legal, operations, business development, or financial aspects of our business.

No employee should discuss proprietary information with other Company employees in any public place where it is possible they could be overheard. Employees who have regular access to proprietary information may be asked to sign an agreement not to disclose the information to any outside party.

Employees are expected: to protect and safeguard this confidential information against unauthorized use; not to use any of the confidential information except for business purposes; and not to, directly or indirectly, reveal, report, publish, or disclose the confidential information.

Employees must understand that it is not only their duty to protect the Company's trade secrets, but a legal obligation that remains in effect even after an employee has left the Company. The Company is ready, willing, and able to enforce this obligation by court action if necessary.

Contractually Required Confidentiality:

All client and contract related information is not to be used or disclosed in any manner or for any purpose other than the purposes expressly permitted by the terms of the contract. For example, information regarding a child support case may be discussed or disclosed with others on a "need to know" basis only.

Any employee who violates this confidential information policy is subject to corrective action, up to and including discharge.

The Company will safeguard personal employee information to ensure the confidentiality of such information. Information regarding an employee's salary, length of service or performance, medical history, and other personal information is considered confidential. Confidential employee information is maintained in a safe and secured location, and shared only as required with those who are authorized to access such information. Any medical information concerning employees will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized employees may ever have access to such files.

If an employee becomes aware of a security breach in maintaining the confidentiality of his/her personal information or proprietary Company information, the employee should report the incident to Human Resources. Human Resources has the right to investigate the incident and take corrective action.

Effective March 17, 2006

Conflict of Interest

Policy Number 2.04

We expect that all employees will avoid activities that create a conflict of interest with their responsibilities to this Company. The Company also expects that its employees will observe the highest moral and ethical standards in any dealings in which they represent this Company.

A conflict of interest is not easy to define. Various circumstances and relationships cited in Company material might all constitute a conflict of interest or violate the Company's ethical standards. In general, they represent situations in which an employee's activities could conflict with the employee's responsibilities to the Company or to others with whom it does business.

This Company recognizes and respects each employee's right to privacy and to engage in personal activities outside the scope of his/her employment. Each employee also has an obligation, however, to refrain from activities that conflict or interfere with the Company's operations.

Our managers understand that conflict of interest policies are intended to ensure ethical business conduct and high standards of integrity. They are not intended to give a manager the right to invade employee privacy. Whenever there is a suspected conflict of interest, an employee should be given a chance to explain his/her side of the story.

The Company reserves the right to determine when an activity conflicts with the Company's interests and to take whatever action is necessary to resolve the conflict. If necessary, this action can include terminating the employee.

Employees who are aware of conflict of interest violations are obligated to report them to management immediately. Those who fail to do so will be subject to discipline. It is not necessary for an employee to observe the normal chain-of-command procedures when reporting a conflict of interest. Confidentiality of all employees reporting conflicts of interest will be protected.

In many cases, it is as important to avoid the appearance of a conflict as it is to avoid the conflict itself. These are some conflicts that can trigger Company discipline.

Outside employment. See

Moonlighting Policy. Outside

business interests.

No employee should establish or maintain an outside business interest that would cause any types of conflict. In addition, no employee may have any personal financial dealings with any individual or business organization, other than a regulated financial institution, that furnishes merchandise or supplies property or services to this Company. This includes receiving loans (other than bank loans), commissions, royalties, property interests, or anything of value. No employee should maintain an investment in any such business.

Disclosure.

Each employee shall refrain from unauthorized disclosure of non-public information concerning the

Company's intentions, investments, sale or acquisition, purchasing, or contracting activities.

Company resources.

No employee shall make unauthorized use of Company resources for his/her personal benefit or for the benefit of any other person.

Gifts and entertainment.

No employee shall accept gifts of more than nominal value from any individual or enterprise that does business, or seeks to do business, with this Company. Also, no employee shall accept any travel, living, or entertainment expenses from such persons or business organizations, either in kind or as an expense allowance. This policy does not cover gifts whose value is so small they are not likely to influence a business decision.

Fair competition.

All employees will conduct themselves in a fair and ethical manner when dealing with customers and suppliers. Under no circumstances will employees enter into arrangements with competitors that affect pricing or marketing policies.

Nepotism.

See Nepotism Policy. Legal

requirements.

No employee will do anything in the conduct of business that would violate any local, state, or federal law.

Speculation.

No employee will speculate in materials, supplies, or services produced or purchased by this Company.

Political activities.

Employees are encouraged to support political candidates of their choice, by active support as well as by voting. All such activity must be on the employee's own time. There must be no unauthorized use of Company facilities, and the employee must not be perceived as acting on behalf of the Company. Senior managers, whose political participation might be taken as an official action of the Company, must refrain from overt unauthorized political activity.

Effective March 17, 2006

NOTARIZED CONFLICT OF INTEREST POLICY

Attached are the Conflict of Interest Policy, the Confidential and Propriety Information Policy, and the Code of Conduct Policy for YoungWilliams, P.C.

Robert L. Wells, President

State of Mississippi

County of Madison / Hinds

I, _____, Notary Public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of YoungWilliams, P.C. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by YoungWilliams, P.C.

Sworn to and subscribed before me this _____ day of _____, 2014.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

ATTACHMENT E – No Overdue Tax Debts

Instructions: Grantee/Provider should complete this certification for all funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form must be provided to the County Department of Social Services.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.



[Date of Certification (mmdyyy)]

To: County Department of Social Services

Certification:

We certify that YoungWilliams, P.C. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Robert L. Wells being duly sworn, say that I am the President, of YoungWilliams, P.C. of Jackson in the State of Mississippi; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Robert L. Wells, President

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

Attachment G

BERTIE COUNTY DEPARTMENT OF SOCIAL SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or

local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Robert L. Wells, President
YoungWilliams, P.C.

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

BERTIE COUNTY DEPARTMENT OF SOCIAL SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Robert L. Wells, President
YoungWilliams, P.C.

Date

(Certification signature should be same as Contract signature.)

Attachment M

CONTRACT PROVISIONS ARRA Funds

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Offices of Economic Recovery & Investment (hereinafter "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds

made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the

Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the Agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2008, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Robert L. Wells, President
YoungWilliams, P.C.

Date

(Certification signature should be same as Contract signature)

AGREEMENT FOR TRANSPORTATION SERVICES

This agreement, made and entered into by and between Choanoke Public Transportation Authority, hereafter called Provider; and THE COUNTY OF BERTIE, hereafter called Contractor;

WITNESSETH:

WHEREAS, the Provider is a body corporate and politic created by the joint resolution of the Boards of Commissioners of the counties of Bertie, Halifax, Hertford and Northampton, North Carolina, for the purpose of meeting the Public Transportation needs in the four-county area; and

WHEREAS, the Contractor is desirous of the transportation services provided by the Provider; and

WHEREAS, the Provider and the Contractor have negotiated the terms of understanding whereby the Provider agrees to provide the needed transportation services to the Contractor upon the compensation basis set forth below; and

WHEREAS, the Provider and the Contractor acknowledge that it is in the best interests of each that they make and enter into this agreement.

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms and provisions set forth below, the receipt and sufficiency of which is hereby respectively acknowledged, the Provider and the Contractor agree as follows:

1. PERIOD. The period of performance of this agreement shall begin on JULY 1, 2014 and shall terminate automatically on JUNE 30, 2015.
2. PROVIDER’S RESPONSIBILITIES.
 - A. Provide transportation services for Older Americans 60 years of age and older who reside in Bertie County, to the Nutrition Sites in Aulander, Windsor, and Colerain and to other destinations as specified by the County.
 - B. Notify the Contractor immediately of emergencies that may interrupt the transportation schedule.

- C. The Provider reserves the right to refuse transportation of a Contractor's client when it has been determined by the Provider that to do so would endanger the driver and other passengers being transported.
- D. The Provider's liability shall end when passengers leave the Provider's vehicles. At no time shall employees of the Provider's enter the Contractor's premises escorting the Contractor's clients.
- E. Maximize it's efforts to deliver Older Americans to the Aulander, Windsor, and Colerain Nutrition Sites at 10:30 a.m.
- F. Call the Nutrition Site no later than 11:00 a.m. if there will be a delay in delivering the participants on time. The Provider further agrees that if the participants are not delivered by 12 noon and no telephone call is received by the sire, that day's charges for that bus will be canceled.
- G. Have the participants sign in when they board the bus and to give the above mentioned signature sheet to the site manager.
- H. Provide special trips for the Contractor within the Provider's limitation. All trips must be requested at least one week prior to delivery date.
- I. Notify the Contractor immediately of any condition that affects the transportation schedule. When conditions, such as ice and snow occur, the provider will make announcements through local radio stations concerning the transportation schedule.

3. **CONTRACTOR'S RESPONSIBILITIES.**

- A. To fax names, addresses, destinations and changes in schedules to the Provider by 10:00 a.m. the day before transportation is to be provided.
- B. The Contractor will notify the Provider of any cancellations by 4:00 p.m. on the day before. Failure to meet this deadline will result in the Contractor being charged with one-way trips.

- C. Notify the Provider concerning holidays or closings at least one week in advance. Except in cases of emergencies the Provider shall be notified as soon as possible.
- D. Provide emergency information on all agency clients scheduled for transportation. Such information shall include: parent or guardian's name and address, phone number, family physician and any special medical and/or physical conditions or special needs. Such information shall be kept in strict confidence by the Provider.
- E. The Contractor shall be responsible for escorting passengers needing assistance to and from the Provider's vehicles. In addition, the Contractor shall be responsible for arranging for caretakers once the Provider returns their clients to the final destination.
- F. To reimburse the Provider at a rate of \$19.80 per round trip or \$9.90 per unit of service in the agreement by the 25th day of the month.
- G. The Contractor will supply any special equipment needed by its clients.
- H. The Contractor will provide chaperones or escorts for any of its clients needing such services while such clients are being transported by the Provider.
- I. Notify the Provider of any special trip needs at least one week in advance.

4. **SPECIAL CONDITIONS.**

PROVIDER: The following holidays will be observed by the Provider.

Independence Day	---	July 4, 2014
Labor Day	---	SEPTEMBER 1, 2014
Thanksgiving Days	---	NOVEMBER 27 & 28, 2014
Christmas Days	---	DECEMBER 24 & 25, 2014
New Year's Day	---	January 1, 2015
Dr. King's Birthday	---	JANUARY 19, 2015
Easter	---	APRIL 3, 2015
Memorial Day	---	MAY 25, 2015

In order to better communicate with you during inclement weather conditions you may call (252) 539-2022 Ext. 222 to be able to hear our schedule. We also have announcements on the following television stations:

WITN (Channel 7) Washington, NC
WRAL (Channel 5) Raleigh, NC

If you should see (**Severe Weather Plan**) this message means that Driver's do not operate and office staff more than likely will have a delayed time.

5. **COMPENSATION.** The Contractor agrees to pay the Provider for its transportation services, upon invoice, at the following rates and terms:

\$9.90 per unit of service (Unit of Service meaning one-way trip)
Agency will be charged for a one-way trip for no shows, unless cancellation is made by 4:00 p.m. on the day before services are scheduled to be provided.

1 1/2% service charge will be added for all past due accounts beyond 60 days.

Checks shall be made payable to: Choanoke Public Transportation Authority.

6. **RATE INCREASES.** Rate increases will be based on several factors such as the cost of fuel, operating expenses, local support, etc. The provider will notify the contractor immediately of any rate increase. All increases shall take affect within ten (10) days of such notification.
7. **RELATIONSHIP.** The Provider is an independent contractor and no employee-employer or agency relationship exists between the Provider and the Contractor. Drivers and other employees of the Provider are not subject to the control or supervision of the Contractor.
8. **INDEMNITY.** To the extent of its liability insurance coverage, the Provider agrees to indemnify the Contractor of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the contractor proof of insurance upon request.

9. **SAFETY POLICIES.** To ensure the safe transportation of passengers, the motor vehicles of the Provider shall be operated in a careful and prudent manner and in compliance with the motor vehicle and highways laws of the State of North Carolina. Each driver shall hold a current North Carolina Drivers License issued by the Division of Motor Vehicles. The Provider maintains a statement of safety policies for the protection of its passengers and drivers, a copy of which has been provided to the Contractor, and the Contractor agrees to use its best efforts to encourage passengers to honor these policies.
10. **EARLY TERMINATION.** This agreement may be terminated at anytime with the mutual consent of the Provider and the Contractor, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.
11. **AMENDMENTS.** This agreement may be amended or modified anytime with the mutual consent of the Provider and the Contractor. Amendments shall be in writing and in an instrument or equal dignity with this agreement.
12. **COMMUNICATIONS.** The mailing address of the Provider is CHOANOKE PUBLIC TRANSPORTATION AUTHORITY, PO BOX 320, RICH SQUARE, NC 27869 and its telephone number is (252) 539-2022. The contact person is PAMELA PERRY, EXECUTIVE DIRECTOR. The mailing address of the Contractor is 103 WEST SCHOOL STREET WINDSOR, NC 27983 and its telephone number is (252) 794-5315. The contact person for the Contractor is Venita Thompson.
13. **INTERPRETATION.** This agreement shall be interpreted in accordance with the laws of the State of North Carolina.
14. **CAPTIONS.** The captions in this agreement are for convenience only, and they shall not be interpreted to diminish or amplify the terms hereof.
15. **ENTIRE AGREEMENT.** These terms of this agreement constitute the entire agreement between the Provider and the Contractor, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the Provider, by its Executive Director and by Authority duly given by its Board of Directors, and the Contractor, by its Board and by Authority duly given, hereby execute this agreement in duplicate originals, one of which is retained by each, this the 28th day of February 2014.

CHOANOKE PUBLIC TRANSPORTATION AUTHORITY

Hashia Greene BY Pamela Perry
WITNESS
THE COUNTY OF BERTIE

----- BY _____
WITNESS

LEASE AGREEMENT

THIS LEASE AGREEMENT, (hereinafter referred to as the "Agreement") made and entered into this 1st day of April, 2014, by and between Bertie County, a body politic of the State of North Carolina, whose address is Mr. Scott T. Sauer, Bertie County Manager, Post Office Box 530, Windsor, NC 27983 (hereinafter referred to as "Lessor") and Pathway To Independence, whose address is 128 Granville Street, Windsor, North Carolina 27983, (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in Bertie County, North Carolina, such real property having a street address of 128 Granville Street, Windsor, North Carolina 27983 as hereinafter limited described.

WHEREAS, Lessor desires to lease the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee desires to lease the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of three (3) years, such term beginning on April 1, 2014, and ending at 12 o'clock midnight on March February 28, 2017.

2. **RENT.** Lessee shall pay a monthly rent during the term hereof in the amount of FIVE HUNDRED NINETY AND 00/100 DOLLARS (\$590.00) payable on or before the first day of each month of the term. The first month's rent is to be paid upon the due execution of this Agreement, and the second installment is to be paid on or before the first day of the immediately following month. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.

3. **DISCRIPTION OF LEASE PREMISES.** The Lessor hereby leases and the Lessee hereby accepts as lease premises one thousand five hundred twelve (1,512) square feet of office space contained in the Bertie Community Corrections Complex located at 128 Granville Street with said office space being more particularly described as shown on the yellow highlight portion of the diagram attached hereto.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee exclusively, for the purposes of the Lessee's district office.

Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

8. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. **UTILITIES.** Lessor shall be responsible for paying for all utility services required on the Premises.

10. **MAINTENANCE AND REPAIR; RULES.** Lessor will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) Not obstruct or cover the windows or doors;

(d) Not leave windows or doors in an open position during any inclement weather;

(e) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;

(f) Keep all air conditioning filters clean and free from dirt;

(g) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;

(h) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

11. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

12. INSPECTION OF PREMISES. Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures,

alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

13. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at FIVE HUNDRED NINETY AND 00/100 DOLLARS (\$590.00) per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

14. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

15. **ANIMALS.** Lessee shall not keep any animals of any type on the premises.

16. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

17. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

18. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

19. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within three (3) days of when due, Lessee shall pay to

Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TEN and 00/100 Dollars (\$10.00).

20. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

21. **CONDEMNATION.** In the event the Premises, or any portion thereof, are condemned or threatened to be condemned by any Federal, State or Local governmental authority for a public purpose, Lessor shall have the right to terminate this lease upon 15 days notice to Lessee. Lessee shall be entitled to no portion of the compensation paid, if any, by the governmental authority as compensation for the taking of all or a portion of the Premises.

22. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

23. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

25. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

26. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

27. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

28. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

29. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

30. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed under seal this the 1st day of April, 2014.

LESSOR:

By: _____(SEAL)
Scott T. Sauer, Bertie County Manager

LESSEE:

By: _____(SEAL)
Pathway To Independence

NOTICE OF NEGOTIATED OFFER TO PURCHASE

Take notice that Bertie County has received a negotiated offer from Freddie A. Tayloe and wife, Ann D. Tayloe to purchase the real property known as the "Hexlena Community Building" located at 1427 Early Station Road, Aulander, North Carolina 27805, PIN# 5889-15-5198, which is the same property that was conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, recorded at Deed Book 362, Page 514 in the Office of the Bertie County Register of Deeds.

Consideration for the conveyance is the renovation of the building so that it can continue to be used as the voting place for the Mitchells #1 Precinct. The renovation will involve the expenditure of no less than \$10,000.00 in repairs to the building and a restriction will be placed on the title stating that Bertie County will be allowed to continue to use the building as a voting place. An agreement must be signed requiring the buyer to maintain the building and the grounds in good order and repair and to maintain insurance coverage on the building, among other requirements. A copy of the agreement will be available for review at the office of the County Manager.

Within ten (10) days after April 16, 2014, any person may raise the bid by committing to the same terms of sale and by paying an amount not less than ten percent (10%) of the first One Thousand Dollars (\$1,000.00) and five percent (5%) of the remainder. If the bid is raised, the bidder shall deposit with the County Manager at his address of 106 Dundee Street, Post Office Box 530, Windsor, North Carolina 27983, the increased bid amount and the property described above shall be re-advertised at the increased bid. This procedure shall be repeated until no further qualifying bids are

received, at which time the Commissioners of Bertie County may accept the offer and sell the property to the highest bidder. The Commissioners of Bertie County may at any time reject any and all offers.

This negotiated lease advertisement is pursuant to N.C.G.S. §160A-269 and follows a resolution acknowledging Receipt of an offer to purchase real property acted upon by the Commissioners of Bertie County.

This the _____ day of _____, 2014.

PRITCHETT & BURCH, PLLC

Jonathan E. Huddleston
Attorney at Law
Post Office Drawer 100
Windsor, NC 27983
Telephone: (252)794-3161
Attorney for Bertie County

DEED

This certifies that there are no delinquent ad valorem real estate taxes, which the Bertie County Tax Collector is charged with collecting that are a lien on **PIN: 5889-15-5198**, Bertie County Office of Land Records. This is not a Certification that the PIN # matches the deed description.

Tax Collector

Date

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

MAIL AFTER RECORDING TO:

Frederick A. Tayloe
1316 Early Station Road
Aulander, NC 27805

THIS DEED, made this the ___ day _____, 2013, by and between **Bertie County**, a political subdivision of the State of North Carolina, party of the first part, whose mailing address is Post Office Box 530, Windsor, North Carolina, party of the first part, to **Frederick A. Tayloe and wife, Ann D. Tayloe**, whose mailing address is 1316 Early Station Road, Aulander, North Carolina 27805, parties of the second part;

WITNESSETH:

WHEREAS, Frederick A. Tayloe and wife, Ann D. Tayloe, did make an offer to purchase the subject property from the party of the first part with consideration for such purchase being renovation of the building that is located on the property so that it can continue to be used as the voting place for the Mitchells #1 Precinct, the renovation involving the expenditure of no less than \$10,000.00 in repairs to the building and a restriction being placed on the title stating that Bertie County will be allowed to continue to use the building as a voting place, and an agreement being signed requiring the buyer to maintain the building and the grounds in good order and repair and to maintain insurance coverage on the building, among other requirements;

WHEREAS, pursuant to §160A-269 of the North Carolina General Statutes, Bertie County adopted a resolution acknowledging the receipt of the Tayloe's offer to purchase at a regularly scheduled meeting on April 7, 2014.

WHEREAS, the offer was advertised in the Bertie Ledger-Advance for upset bids on April 16, 2014, and no upset bids were made during the 10 day upset bid period.

NOW, THEREFORE, for and in consideration of the sum of ten dollars and the mutual covenants and agreements made between the parties, receipt of which is hereby acknowledged, Bertie County has bargained, sold, and conveyed and by these presents does bargain, sell, and convey unto the said parties of the second part, and their successors, heirs, and assigns, that certain lot or parcel of land situate in Bertie County, North Carolina, more particularly described as follows:

All that certain tract of land in Mitchells Township, Bertie County, North Carolina, described as follows:

BEGINNING in the public road at Odie Tayloe's corner; thence running along said line 90 feet; thence turning at right angles and running a Northern course 90 feet; thence turning at right angles and running an Easterly course 44 feet to the public road; thence along said public road a Northwesterly direction 115 feet to the point of beginning.

This is the same property conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, and recorded on May 10, 1945 in Deed Book 362, Page 514 of the Bertie County Public Registry.

THIS CONVEYANCE IS MADE SUBJECT TO THE REQUIREMENT THAT Bertie County be allowed to use the property as a voting place. Also, the building and grounds must be maintained in good order and repair so that the property's use as a voting place may continue unimpeded. In the event that the building and grounds fall into disrepair, the County is entitled to make the repairs and do the work required to maintain the grounds and send an invoice to the owner for the same. In the event that the owner fails to reimburse the County for the cost of the repairs and maintenance, the County may place a lien on the property for the amount owed and enforce that lien in the manner allowed by law. These requirements run with the land and therefore are binding on the heirs, successors and assigns of the parties of the second part.

This conveyance is made subject to County property taxes for the year 2014 and subsequent years, the payment of which shall be assumed by the purchaser.

TO HAVE AND TO HOLD the same to the said parties of the second part and their successors and assigns in as full and ample a manner as said party of the first part is authorized and empowered to convey the same.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed in its name by the Chairman of the Board of County Commissioners, attested by its Clerk and its corporate seal hereto affixed, all by due

authority of the vote of the Board of County Commissioners heretofore duly given, this the day and year first above written.

ATTEST: BERTIE COUNTY

Sarah Seredni
Clerk to the Board of
Commissioners
(SEAL)

BY: _____
J. Wallace Perry, Chairman of
the Board of Commissioners of
Bertie County

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that Misty Gibbs personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by Misty Gibbs as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this ____ day of _____,
2013

Notary Public
Printed Name _____

My commission expires: _____
(NOTARIAL SEAL/STAMP)

NOTICE OF NEGOTIATED OFFER TO PURCHASE

Take notice that Bertie County has received a negotiated offer from Freddie A. Tayloe and wife, Ann D. Tayloe to purchase the real property known as the "Hexlena Community Building" located at 1427 Early Station Road, Aulander, North Carolina 27805, PIN# 5889-15-5198, which is the same property that was conveyed to Bertie County by deed from Bernice B. Harrell, dated March 30, 1945, recorded at Deed Book 362, Page 514 in the Office of the Bertie County Register of Deeds.

Consideration for the conveyance is the renovation of the building so that it can continue to be used as the voting place for the Mitchells #1 Precinct. The renovation will involve the expenditure of no less than \$10,000.00 in repairs to the building and a restriction will be placed on the title stating that Bertie County will be allowed to continue to use the building as a voting place. An agreement must be signed requiring the buyer to maintain the building and the grounds in good order and repair and to maintain insurance coverage on the building, among other requirements. A copy of the agreement will be available for review at the office of the County Manager.

Within ten (10) days after April 16, 2014, any person may raise the bid by committing to the same terms of sale and by paying an amount not less than ten percent (10%) of the first One Thousand Dollars (\$1,000.00) and five percent (5%) of the remainder. If the bid is raised, the bidder shall deposit with the County Manager at his address of 106 Dundee Street, Post Office Box 530, Windsor, North Carolina 27983, the increased bid amount and the property described above shall be re-advertised at the increased bid. This procedure shall be repeated until no further qualifying bids are

received, at which time the Commissioners of Bertie County may accept the offer and sell the property to the highest bidder. The Commissioners of Bertie County may at any time reject any and all offers.

This negotiated lease advertisement is pursuant to N.C.G.S. §160A-269 and follows a resolution acknowledging Receipt of an offer to purchase real property acted upon by the Commissioners of Bertie County.

This the _____ day of _____, 2014.

PRITCHETT & BURCH, PLLC

Jonathan E. Huddleston
Attorney at Law
Post Office Drawer 100
Windsor, NC 27983
Telephone: (252)794-3161
Attorney for Bertie County

BERTIE COUNTY BOARD OF ELECTIONS

210 W. Watson Street
Post Office Box 312
Windsor, North Carolina 27983

Carol Woodard, Chairman
Wm. Michael Freeman, Secretary
Rodney Mumma, Member

Phone: (252) 794-5306
Fax: (252) 794-5368
Sheila Holloman
Director of Elections

April 1, 2014

Bertie County Commissioners
PO Box 530
Windsor, NC 27983

Dear Commissioners:

We are writing this letter to make you aware of several changes to the conduct of one-stop voting starting this year and to request an amendment to our 2013-2014 budget. The attached sections of the bill outline those changes.

In summary, the early voting period has been reduced by one week and for the 2014 Primary counties are required to provide the same cumulative total number of early voting hours that were offered in the May 2010 primary (106.50 hours). This means that we are required to open our county office for additional hours or open additional sites to meet this requirement.


After researching the data from past elections, we have concluded that it would benefit the citizens and county if we extend our office hours and open three additional sites during the last three days of early voting to service voters throughout the county.

Therefore we are requesting a \$4,666.00 budget adjustment to be added to our part-time line item to cover the cost of providing this service to the citizens of Bertie County. We thank you in advance for your consideration in this matter.

Respectfully submitted:
Bertie County Board of Elections


Carol Woodard, Chairman


Wm. Michael Freeman, Secretary


Rodney Mumma, Member

PART 25. EARLY VOTING SITES WITHIN A COUNTY

SECTION 25.1. G.S. 163-227.2(b) and (g) read as rewritten:

"§ 163-227.2. Alternate procedures for requesting application for absentee ballot; "one-stop" voting procedure in board office.

...

(b) Not earlier than the third second Thursday before an election, in which absentee ballots are authorized, in which a voter seeks to vote and not later than 1:00 P.M. on the last Saturday before that election, the voter shall appear in person only at the office of the county board of elections, provided in subsection (g) of this section. A county board of elections shall conduct one-stop voting on the last Saturday before the election until 1:00 P.M. 1:00 P.M. and may conduct it until 5:00 P.M. on that Saturday. That voter shall enter the voting enclosure at the board office through the appropriate entrance and shall at once state his or her name and place of residence to an authorized member or employee of the board. In a primary election, the voter shall also state the political party with which the voter affiliates and in whose primary the voter desires to vote, or if the voter is an unaffiliated voter permitted to vote in the primary of a particular party under G.S. 163-119, the voter shall state the name of the authorizing political party in whose primary he wishes to vote. The board member or employee to whom the voter gives this information shall announce the name and residence of the voter in a distinct tone of voice. After examining the registration records, an employee of the board shall state whether the person seeking to vote is duly registered. If the voter is found to be registered that voter may request that the authorized member or employee of the board furnish the voter with an application form as specified in G.S. 163-227. The voter shall complete the application in the presence of the authorized member or employee of the board, and shall deliver the application to that person.

...

(g) Notwithstanding any other provision of this section, a county board of elections by unanimous vote of all its members may provide for one or more sites in that county for absentee ballots to be applied for and cast under this section. Every individual staffing any of those sites shall be a member or full-time employee of the county board of elections or an employee of the county board of elections whom the board has given training equivalent to that given a full-time employee. Those sites must be approved by the State Board of Elections as part of a Plan for Implementation approved by both the county board of elections and by the State Board of Elections which shall also provide adequate security of the ballots and provisions to avoid allowing persons to vote who have already voted. The Plan for Implementation shall include a provision for the presence of political party observers at each one-stop site equivalent to the provisions in G.S. 163-45 for party observers at voting places on election day. A county board of elections may propose in its Plan not to offer one-stop voting at the county board of elections office; the State Board may approve that proposal in a Plan only if the Plan includes at least one site reasonably proximate to the county board of elections office and the State Board finds that the sites in the Plan as a whole provide adequate coverage of the county's electorate. If a county board of elections has considered a proposed Plan or Plans for Implementation and has been unable to reach unanimity in favor of a Plan, a member or members of that county board of elections may petition the State Board of Elections to adopt a plan for it. If petitioned, the State Board may also receive and consider alternative petitions from another member or members of that county board. The State Board of Elections may adopt a Plan for that county. The State Board, in that plan, shall take into consideration factors including geographic, demographic, and partisan interests of that county. Any plan adopted by either the county board of elections or the State Board of Elections under this subsection shall provide for the same days of operation and same number of hours of operation on each day for all sites in that county for that election. The requirement of the previous sentence does not apply to the county board of elections office itself

nor, if one-stop voting is not conducted at the county board of elections office, to the reasonably proximate alternate site approved under this subsection."

SECTION 25.2. G.S. 163-227.2 is amended by adding a new subsection to read:

"(g2) Notwithstanding the requirements of subsection (g) and (g1) of this section, for any county board of elections that provided for one or more sites as provided in subsection (g) of this section during the 2010 or 2012 general election, that county shall provide, at a minimum, the following:

"(1) The county board of elections shall calculate the cumulative total number of scheduled voting hours at all sites during the 2012 primary and general elections, respectively, that the county provided for absentee ballots to be applied for and voted under this section. For elections which include a presidential candidate on the ballot, the county shall ensure that at least the same number of hours offered in 2012 is offered for absentee ballots to be applied for and voted under this section through a combination of hours and numbers of one-stop sites during the primary or general election, correspondingly.

(2) The county board of elections shall calculate the cumulative total number of scheduled voting hours at all sites during the 2010 primary and general elections, respectively, that the county provided for absentee ballots to be applied for and voted under this section. For elections which do not include a presidential candidate on the ballot, the county shall ensure that at least the same number of hours offered in 2010 is offered for absentee ballots to be applied for and voted under this section through a combination of hours and numbers of one-stop sites during the primary or general election, correspondingly.

The State Board of Elections, to ensure compliance with this subsection, may approve a one-stop site in a building that the county board of elections is not entitled under G.S. 163-129 to demand and use as an election-day voting place, but may deny approval if a member of that board presents evidence that other equally suitable sites were available and the use of the sites chosen would unfairly advantage or disadvantage geographic, demographic, or partisan interests of that county."

SECTION 25.3. G.S. 163-227.2 is amended by adding a new subsection to read:

"(g3) A county board of elections by unanimous vote of the board, with all members present and voting, may submit a request to the State Board to reduce the number of hours established in subsection (g2) of this section for a primary or a general election. The reduction shall take effect for that primary or general election only if approved by unanimous vote of the State Board with all members present and voting."



ABSENTEE (EARLY) VOTING

One Stop voting will begin on Thursday, April 24 and end on Saturday, May 3 at the following locations

Bertie County Board of Elections office	210 W. Watson St., Windsor	April 24 – May 2	8:30 am - 6:00 pm
Powellsville Town Hall	106 E. Main St., Powellsville	May 1 – May 2	2:00 pm- 6:00 pm
Merry Hill-Midway Fire Department	109 NC Highway 45 N, Merry Hill	May 1 – May 2	2:00 pm- 6:00 pm
Lewiston Woodville Fire & EMS	103 W. Church St., Lewiston Woodville	May 1 – May 2	2:00 pm- 6:00 pm

**On Saturday, May 3, 2014 all One Stop locations will open at 9:00 AM and close at 1:00PM.
After 1:00 pm on Saturday, voters must go to their regular polling place Tuesday, May 6th in order to vote.**

BERTIE COUNTY BOARD OF ELECTIONS

210 W. Watson St.

Windsor, North Carolina



NORTH CAROLINA

State Board of Elections

Mailing Address:
P.O. Box 27255
Raleigh, NC 27611-7255

Phone: (919) 733-7173
Fax: (919) 715-0135

KIM WESTBROOK STRACH
Executive Director

March 28, 2014

Bertie County Board of Elections
Ms. Sheila Holloman, Director
210 W. Watson Street
Windsor, NC 27983

Dear Director,

Your Implementation Plan for the May 2014 Primary has been approved.

<input type="checkbox"/>	Alternative site in lieu of County Board of Elections (located at a separate property)
<input checked="" type="checkbox"/>	At the CBE office (or alternate site in lieu of the CBE office), extended hours beyond regular business hours
<input checked="" type="checkbox"/>	Additional sites
<input type="checkbox"/>	A request for a reduction in the number of required hours, under G.S. § 163-227.2(g3), was granted by the State Board of Elections
<input type="checkbox"/>	The schedule was set by the State Board of Elections because the County Board of Elections could not unanimously agree upon an Implementation Plan
Total number of sites (including CBE office or alternate site in lieu of the CBE office)	
4 sites	
Total number of cumulative hours of all sites combined	
106.5 hours	

This schedule may now be entered into One-Stop System Manager (this is the same procedure followed in 2012 and 2013).

Any modifications to this schedule as submitted must be approved by the State Board of Elections.

Kim Strach
Executive Director

BERTIE COUNTY BOARD OF ELECTIONS

210 W. Watson Street
Post Office Box 312
Windsor, North Carolina 27983

Carol Woodard, Chairman
Wm. Michael Freeman, Secretary
Rodney Mumma, Member

Phone: (252) 794-5306
Fax: (252) 794-5368
Sheila Holloman
Director of Elections

April 1, 2014

Bertie County Commissioners
PO Box 530
Windsor, NC 27983

Dear Commissioners:

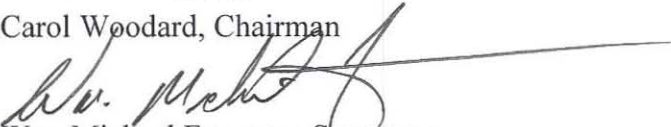
We are writing this letter to make you aware of budgetary requirements that will be needed in the near future by the Board of Elections. According to the attached email from the State Board of Elections General Counsel all counties will need to start replacing voting equipment by 2016 depending on the condition of the equipment and all equipment should be replaced by 2020. That cost will be the sole responsibility of each county. In 2006 federal HAVA funds purchased voting equipment. That gift to counties is history and will not be repeated with either federal or state funds as noted in the attached email.


We included the estimated cost of replacing the equipment in our five year capital planning projections with our 2013-2014 budget proposal; however, the item was not funded. (See attached Budget Form 7). Over a two year expense period this would be in excess of \$100,000.00.

We are requesting that you acknowledge this need and consider creating a capital fund for replacing voting equipment which will benefit the citizens of Bertie County.

Respectfully submitted:
Bertie County Board of Elections


Carol Woodard, Chairman


Wm. Michael Freeman, Secretary


Rodney Mumma, Member

Sheila Holloman

From: Wright, Don
Sent: Tuesday, June 11, 2013 11:10 AM
To: Sheila Holloman
Cc: Strach, Kim
Subject: RE: New Voting Equipment

Sheila ,

The date which a county needs new equipment will vary based upon use and condition of the equipment. 2016 is a default date we use knowing some counties will need to start replacing voting systems then or it may be later. It should not be sooner. How is your equipment? Start to note equipment issues that start to appear and keep that information together. Consult with our agency as needed.

Regardless, they will be a time prior to 2020 that almost all counties will need to replace voting systems. That cost, unlike in 2006, will be the sole responsibility of the counties. Over 44 million dollars in federal HAVA funds purchased voting equipment and related items for the counties in 2006. That gift to the counties is history and will not be repeated with either federal or state funds.

It will wise for counties to now acknowledge and start to prepare for this significant capital cost of replacing voting systems. Creation of a capital fund to replace voting systems will achieve this purpose and if done over a period of time, it will be easier to do. However, that will be a county call. Your task, as elections director, is to make sure this future need is made known to your current county government. I would also recommend that you document your efforts to educate your county government about this need, so it cannot be claimed in the future that your surprised your county government with the that new a voting system must be purchased.

Feel free to share this e-mail or information herein with others.

Don Wright
General Counsel
NC State Board of Elections

From: Sheila Holloman
Sent: Tuesday, June 11, 2013 10:52 AM
To: Wright, Don
Subject: New Voting Equipment

Mr. Wright:

I know we discussed the fact that the life of our current equipment is near and that new equipment may need to be purchased by 2016. I have the certification order for the Unity 3400, but is there anything in writing that states the year 2016 as a target for new equipment?

I need something to present to my county commissioners.

Thank you for all you do,
Sheila

Sheila Holloman
Director
Bertie County Board of Elections

Bertie County Government

Budget Form 7

Five Year Capital Planning Projections

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Capital Improvement Request					
2 Laptops with warranty and service	\$ 2,361.00				
2 printers with warranty and service	180.00				
Copier	\$ 2,800.00				
5 Laptops with warranty and service		\$ 6,195.00	6,195.00		
5 printers with warranty and service		950.00	950.00		
New Voting Equipment	\$ 50,000.00	\$ 50,000.00			
current purchased in 2009 : 2012					
Total Capital Request by Fiscal Year	\$ 55,341.00	\$ 57,145.00	\$ 7,145.00		