

Bertie County Board of Commissioners



March 17, 2014

BERTIE COUNTY BOARD OF COMMISSIONERS

March 17, 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 *****

- 7:00-7:05** Invocation and Pledge of Allegiance by Commissioner Trent
- 7:05-7:20** Public Comments
- 7:20-7:35** Public Hearing to discuss amendments to the 2011 CDBG Scattered Site Housing (SSSH) program and the 2011 CDBG Hook-Up (HU) program (A-1)
- 7:35-7:50** Public Hearing to discuss the intention of the County to apply for FY2013 CDBG funding under Title I of the Housing and Community Development Act (A-2)
- 7:50-8:05** Pathway to Independence – program overview and DRC office space request from Reverend Vonner Horton (A-3)
- 8:05-8:15** Dr. Ann R. Britt, President of Martin Community College – will discuss opportunities to serve on the Board of Trustees

Board Appointments (B)

1. Draft Board Vacancy advertisement – April 2014 (B-1)

Consent Agenda (C)

1. Approve minutes for Regular Session 3-3-14 (C-1)
2. Accept Register of Deeds Fees Report – February 2014 (C-2)
3. Accept proclamation declaring April 6-12, 2014 as the *Week of the Young Child™* (C-3)
4. FYI – CDBG Monthly Performance Status Reports (C-4)
5. Pending Closed Session minutes still on the table: 1-7-14, 1-16-14, 1-17-14, 2-17-14, 2-20-14, and 3-3-14 as advised by the County Attorney

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

Discussion Agenda (D)

1. Child Support Enforcement Contract Renewal with YoungWilliams (D-1)
2. Manufactured Home Park Ordinance presentation of latest draft (D-2)
3. Joint Land Use Study for Seymour Johnson Air Force Base (D-3)
4. Business Personal Property Listing – audit proposals (D-4)
5. Consider proposed resolution regarding Medicaid/Medicare reimbursements as proposed by the Bertie County African American Democratic Caucus

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

Closed Session

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

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

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

Recess

Bertie County 2011 CDBG Scattered Site Housing Program Program Amendment 1 Board Notes: March 17, 2014

Mike Barnette

Discussion

Bertie County has a \$400,000 2011 CDBG Scattered Site Housing Program currently underway. The purpose of this program is to rehabilitate/replace pre-selected LMI owner occupied houses in the County. The program intends to fully rehabilitate 3 houses and these houses are currently under construction. The program intends to replace 2 houses. One of the houses has been demolished and is waiting for the lot to dry to begin construction.

The second replacement house is the Mike and Joyce Tyler house. The funding application did not specifically identify the Tyler house as a part of the application. Therefore, in order to include the Aulander house selection in the program, the County must submit a Program Amendment to include the house and move \$30,000 from the L-1 project to the C-1 project to make sufficient funds available to complete the house.

After the budget revision, the Scattered Site Housing Program will have funds available in the L-1 project for one Emergency Repair and two Water Connections. The Program Amendment will add Sarah Thompson for Emergency Repair assistance, Alice Bridges and Doris Mizzelle to receive water connection assistance and Anne Jernigan as an alternate for water connection assistance.

In order to make these changes the County must submit a Program Amendment request to Community Assistance, and conduct one public hearing as a part of the program amendment process. The March 17, 2014 hearing will serve as the public hearing for the program amendment.

Requested Action

1. Receive public comment
2. Authorize submission of the Program Amendment
3. Authorize the Chairman to sign the Program Amendment

Bertie County
2011 CDBG Infrastructure Hook Up Program
Program Amendment 1
Board Notes: March 17, 2014

Mike Barnette

Discussion

Bertie County has a \$50,000 2011 CDBG Hook Up program currently underway. The purpose of this program is to connect existing LMI homes to existing County Water System lines which serve the respective properties. Phase 1 of the program contained 22 applicants and 11 were able to qualify and connect to County Water.

Program Management has 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 Community Assistance, and conduct one public hearing as a part of the program amendment process. The March 17, 2014 hearing will serve as the public hearing for the program amendment.

Requested Action

1. Receive public comment
2. Authorize submission of the Phase 2 Program Amendment
3. Authorize the Chairman to sign the Phase 2 Program Amendment

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

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Bertie County, Sarah Seredni, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally-convened meeting of the Bertie County Board of Commissioners duly held on the 17th day of March 2014; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Sarah Seredni, Clerk to the Board
Bertie County Board of Commissioners

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					15,000.00
Well 3 Rehab			27,000.00				17,000.00
Well 4 Rehab				29,000.00			19,000.00
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				950,000.00
Iron Removal Treatment Well 4					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					
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 _____ day of March 2014, upon motion made by Commissioner _____, seconded by Commissioner _____, and adopted by the following vote:

Ayes: _____ Noes: _____ Absent: _____

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 Serdni , Clerk to the Board

Item	Description	Qty	Unit Price	Cost
1	SCADA Master, Computer and Peripherals	1	\$45,000.00	\$45,000.00
2	Redundant Computer and SCADA Software	1	\$13,000.00	\$13,000.00
3	Remote Client Connections (PC,Smart Phone, Tablets)	5	\$8,000.00	\$40,000.00
4	Master Radio and Antenna System	1	\$15,000.00	\$15,000.00
5	well #1 149 Madre Rd, Windsor	1	\$18,500.00	\$18,500.00
6	well #2 424 Grabtown Rd,Windsor	1	\$18,500.00	\$18,500.00
7	well #3 418 Exter Rd, Coletrain, NC	1	\$18,500.00	\$18,500.00
8	well #4 829 NC42	1	\$18,500.00	\$18,500.00
9	well #6 535 NC 45N, Merry Hill, NC	1	\$18,500.00	\$18,500.00
10	well #7 1224 BlackRock Rd, Merry Hill, NC	1	\$18,500.00	\$18,500.00
11	well #8 632 Connaritsa Rd, Kelford, NC	1	\$25,000.00	\$25,000.00
	Tank # 4 632 Connaritsa Rd, NC			
12	well #9 924 Connaritsa Rd, Kelford, NC	1	\$18,500.00	\$18,500.00
13	well #10 2347 NC45N, Colerain, NC	1	\$18,500.00	\$18,500.00
14	well #11 203 New Rd, Colerain, NC	1	\$18,500.00	\$18,500.00
15	well #12 1946 Wakelon Rd, Colerain, NC	1	\$18,500.00	\$18,500.00
16	well #13 212 Early Staion Rd, Ahoskie, NC	1	\$18,500.00	\$18,500.00
17	well #14, 833 Francis Mill Rd, Aulandaer, NC	1	\$18,500.00	\$18,500.00
18	Tank # 1 217 Mardre Rd, Windsor, NC	1	\$18,500.00	\$18,500.00
19	Tank # 2 426 Morris Ford Rd, Colerain,NC	1	\$18,500.00	\$18,500.00
20	Tank # 3 143 NC45N, Colerain, NC	1	\$18,500.00	\$18,500.00
21	Tank # 5 2347 NC45N, Colerain,NC	1	\$18,500.00	\$18,500.00
22	Tank # 6 905 San Suuci Rd, Windsor, NC	1	\$18,500.00	\$18,500.00
23	Tank # 7 212 Early Station Rd, Ahoskie, NC	1	\$18,500.00	\$18,500.00
24	Tank # 8 & booster Station # 3, 224 Cooper Hill Rd, Windsor, NC	1	\$25,000.00	\$25,000.00
25	Booster Station # 1 1232 Bull Hill Rd, Windson, NC	1	\$25,000.00	\$25,000.00
26	Booster Station # 2 734 Old Merry Hill Rd, Merry Hill, NC	1	\$25,000.00	\$25,000.00
27	Master meter Vault Avoca	1	\$18,500.00	\$18,500.00
28	Master meter Vault Lewiston	1	\$18,500.00	\$18,500.00
29	Spare Parts (13340)	1	\$9,000.00	\$9,000.00
31	Initial Training (8 hours)	1	\$1,600.00	\$1,600.00
32	Additional Training (16 hours)	2	\$1,600.00	\$3,200.00
33	Well head encoder registers	14	\$2,200.00	\$30,800.00
34	Chlorine Analyzers	16	\$6,500.00	\$104,000.00
35	Altitude Vaults	7	35,000.00	\$245,000.00
36	Sub Total			\$976,600.00
35	Contingency			\$97,600.00
36	Total Construction			\$1,074,200.00
37	Engineering (Basic)			\$87,440.00
38	Permitting			\$1,000.00
39	Land Surveying Costs			0
40	Easement Preparation			0
41	Closing Fee (if applicable)			
42	Construction Administration/Observation			81,828.00
43	Grant and/or Loan Administration			50,000.00
44	Preliminary Engineering Report			15,000.00
45	Enviromental Assessment			\$10,000.00
46	Administration Sub-Total			\$245,268.00
47	Total Project Cost			\$1,319,468.00

Proposed Lease at the former Day Reporting Center (DRC)

Tenant: Pathway to Independence Program

Contact: Rev. Vonner Horton

Term: 3 years—same agreement as with West Roanoke Baptist Missionary Association (WRBMA) (*see attached*)

Rate: 39 cents per square foot—same rate as with WRMBA

Income: \$890 per month based on the remaining office space (1,512 square feet)

\$300 per month for the WRMBA based on 764 square feet

LEASE AGREEMENT

THIS LEASE AGREEMENT, (hereinafter referred to as the "Agreement") made and entered into this 17th day of February, 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 West Roanoke Baptist Missionary Association, whose address is Post Office Box 215, 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 March 1, 2014, and ending at 12 o'clock midnight on February 28, 2017.

2. **RENT.** Lessee shall pay a monthly rent during the term hereof in the amount of THREE HUNDRED AND 00/100 DOLLARS (\$300.00) 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 Six Hundred Sixty-Four 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 THREE HUNDRED and 00/100 Dollars (\$300.00) 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.

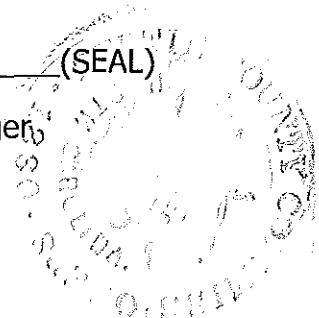
30. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed under seal this the 17th day of February, 2014.

LESSOR:

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

By: Scott T. Sauer (SEAL)
Scott T. Sauer, Bertie County Manager



William Roberson
Finance Officer

LESSEE:

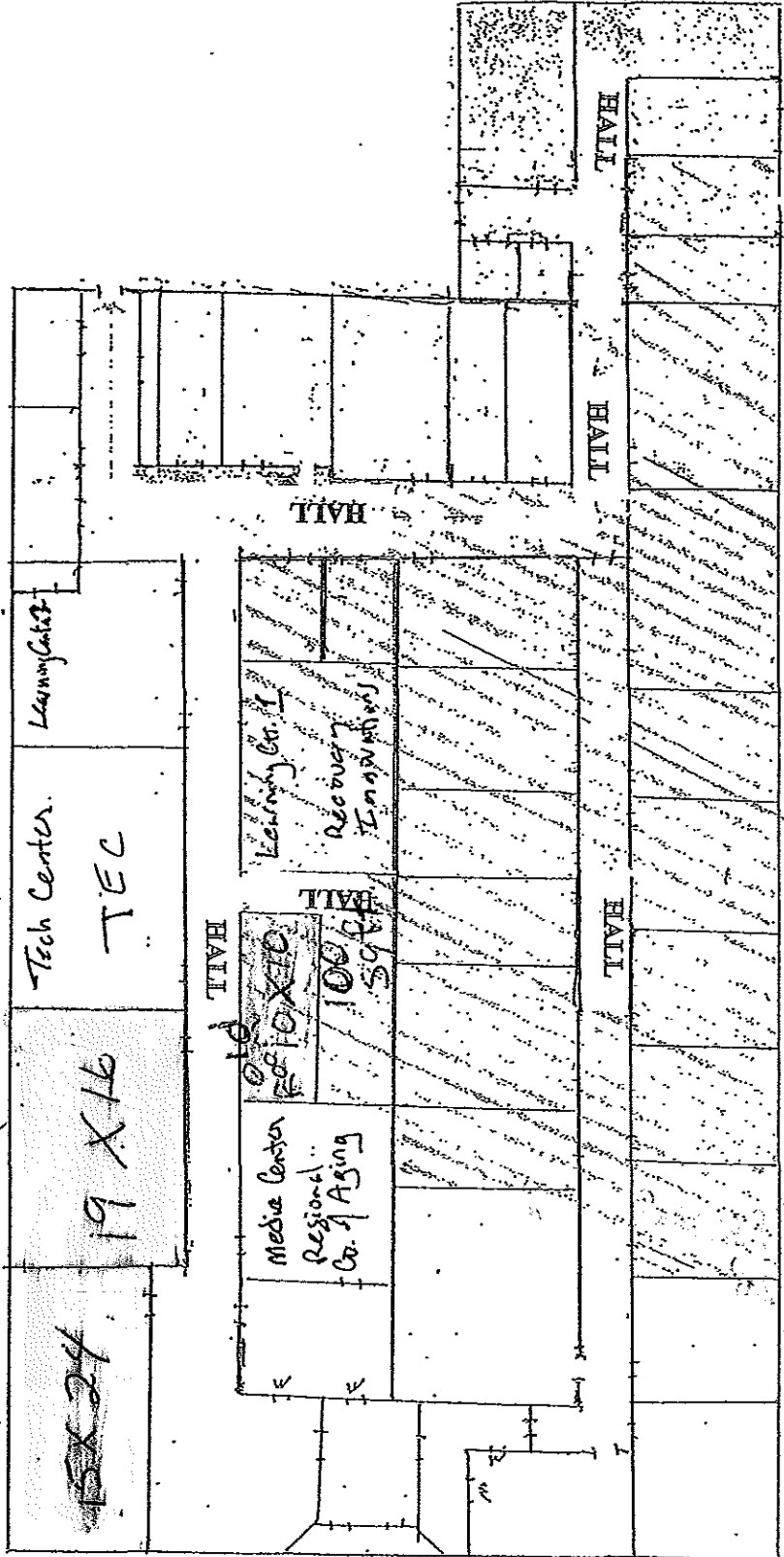
By: West Roanoke Baptist Missionary Association (SEAL)
West Roanoke Baptist Missionary Association

BERTIE COMMUNITY CORRECTIONS COMPLEX

New space
Total
664 sq ft

360 sq ft

304 sq ft



DRAFT

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 I
	1	Whites Township
	1	Colerain II
Choanoke Public Transportation Authority (CPTA)	1	N/A
Child Fatality Prevention/Community Child Protection Team	1	N/A

Upcoming Appointments by month

May

Applications due by March 26, 2014

<u>Board/Commission/Committee</u>	<u>Positions Available</u>	<u>Position Requirement</u>
Nursing Home/Adult CAC Board	1	None, unless appointed
Mid East Regional Housing Authority	1	N/A
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	2	N/A

Windsor, North Carolina
March 3, 2014
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 10:00AM 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
John Trent
Ronald "Ron" Wesson
Rick Harrell

Absent: None

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

Media members present included Barry Ward of the Bertie Ledger-Advance..

Other staff members present for a portion of the meeting included: Emergency Medical Services Director Matt Leicester and Tax Administrator Jodie Rhea.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Chairman Smith gave the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Nick Shook of Windsor informed the Board that he was concerned about the lack of deputies on patrol during the overnight hours. Mr. Shook requested that the Board look into this matter.

There were no additional Public Comments.

APPOINTMENTS

NC 2-1-1 database effort presentation by East Carolina Behavioral Health's Keith Letchworth, M. Ed.

Mr. Keith Letchworth informed the Board of the new NC 2-1-1 initiative that services 19 counties in the State of North Carolina including Bertie County.

Mr. Letchworth stated that the NC 2-1-1 program is a statewide database of community services and resources that is maintained by the United Way. The types of resources that can be found in the database include: basic needs, child care, counseling/crisis intervention, consumer help, housing, senior services, etc.

The database can be accessed by dialing 2-1-1 in the 19 county service area, or by visiting www.nc211.org.

Mr. Letchworth also stated that new services are constantly being added and the contact information for all services is being verified on a regular basis.

Commissioner Trent recommended the service be advertised to local churches.

Chairman Perry inquired about whether a citizen could immediately dial 2-1-1 to receive counseling services. Mr. Letchworth stated that the database is mainly used for referrals, but that numbers to frequently used hotlines are made available upon request.

Commissioner Wesson also inquired about separate matter unfolding at East Carolina Behavioral Health regarding the lack of bed space available in their facility(s).

Mr. Letchworth stated that he would forward the inquiry to the appropriate individual.

Bertie County Mid-Year report by Dr. Michael Elam, President of Roanoke-Chowan Community College (RCCC)

Dr. Michael Elam, President of RCCC, provided the Board with a Mid-Year report regarding Bertie County residents currently enrolled at RCCC.

Dr. Elam's report showed that 201 of the 903 students at the college are Bertie residents. He discussed how current legislative changes on the State level have unfortunately cut funding to higher education, so additional resources would need to be utilized.

Dr. Elam introduced Michele Meischeid, Dean of Basic Skills, to update the Board on current GED and Career Readiness Certificate (CRC) standings as they relate to Bertie County.

Ms. Meischeid informed the Board of changes that will soon take effect regarding GED testing. She stated that the term, "GED," would become discontinued, and the test would soon be called the "Adult High School Equivalency."

Ms. Meischeid also stated that even though fees to complete each required high school equivalency test are lower than previous years, the overall cost continues to be a factor in an individual's decision to complete the program. She stated that this presents a concern for the County as this hinders the ability to provide an adequate workforce.

After some discussion, Chairman Perry inquired about the status of a potential placement of a Bertie resident on the RCCC Board of Trustees.

Commissioner Wesson stated that when an application was submitted by the Board, the response received from the RCCC Board of Trustees was that of a political nature. Mr. Wesson also demonstrated concern with the request to provide funding to RCCC, but to not have representation on the Board is not ideal.

Dr. Elam reiterated that he serves at the discretion of the Trustees, similar to how County Manager Sauer serves the Bertie County Board of Commissioners. He stated that he does submit applications of eligible candidates to his Board of Trustees, but that he does not have a say in the Board appointments. He followed up by saying that he is committed to keeping the County as informed as possible.

Commissioner Wesson reiterated that Bertie County students attending RCCC need to have a representative to speak on behalf of their best interests.

Commissioner Harrell mentioned that getting someone on the RCCC Board of Trustees, no matter their political affiliation, would be better than sending no representative from the County at all.

Dr. Elam assured the Board that they had the commitment from the RCCC Board of Trustees on this matter of representation.

Mid-East Commission Office Building project and draft Interlocal Agreement/Resolution presentation by Executive Director Timothy Baynes

Mr. Timothy Baynes, Executive Director of Mid-East Commission, provided the Board with a report regarding the current Return of Investment for the County in regards to dues currently being paid to maintain membership.

After some discussion, Mr. Baynes then introduced the Mid-East Commission's Chairman of the Board of Directors, Doug Mercer.

Mr. Mercer discussed Mid-East Commission's Interlocal Agreement and their request for support in regards to financing a new office building. Mr. Mercer presented a handout regarding the expenses of the current building, as well as provided details about a potential new facility.

Mr. Mercer requested concurrence on the Interlocal Agreement from the County as well as their intent on staying with the Commission.

The Board presented concerns regarding the long term effects of a favorable decision on future Bertie County Commissioners especially as it relates to debts incurred.

County Attorney Lloyd Smith pointed out errors in the proposed agreement.

Mr. Baynes stated that the current agreement is a draft and was never intended to be signed immediately. He stated that the Commission was looking to receive feedback from all of the County Board's before presenting a finalized document.

Roanoke-Chowan Domestic Violence Task Force (RCDVTF) update by Honorable Judge W. Rob Lewis, II.

Honorable Judge W. Rob Lewis, II. and Chief of Ahsokie Police, Troy Fitzhugh, informed the Board that due to lack of financial resources, the RCDVTF is no longer operating the Offender Program.

Judge Lewis stated that a non-profit organization called Rural Initiatives Changing Communities Every Day, Inc. (RICCE) has agreed to operate the program in collaboration with the RCDVTF.

An executed copy of the Memorandum of Understanding between the two non-profit agencies was included in the Board's Agenda Packet. Finance Officer William Roberson reminded the Board of the year end deficit which resulted from the Task Force's lack of grant funding, as they consider how to bring closure to this program.

Legislative update video provided by the North Carolina Association of County Commissioners (NCACC)

The Board watched a short video provided by the NCACC regarding the North Carolina General Assembly's legislative short session that will begin on May 14th, 2014.

Neil Emory, NCACC Outreach Associate, was present for this portion of the meeting.

County Manager Sauer stated he had received further correspondence from the NCACC requesting that the Board provide representation at their annual County Assembly Day on May 28th, 2014.

Mr. Sauer also reminded those present of the 2014 District Meeting that will be held on April 9, 2014 at the Cashie Convention Center.

DISCUSSION AGENDA

Update on County's Health Benefits program by Donna Nixon of Pierce Group Benefits

Donna Nixon of Pierce Group Benefits provided the Board with a PowerPoint presentation detailing the County's current Health Benefits program.

She provided a year by year comparison of costs associated with the following: inpatient/outpatient procedures, Emergency Room visits, and pharmacy costs.

Ms. Nixon stated that most aspects of the County's health plan are compliant with the new Affordable Health Care Act, but that there are some places that need improvement in order to become compliant.

Ms. Nixon suggested that the County allow her to shop the market for other potential plans, to negotiate with the County's current health insurance carrier, as well as to present her findings at a potential work session in the near future.

Ms. Nixon then answered questions from the Board as needed and explained that the County's current healthcare coverage could experience an 18.1% rate increase next year.

Discuss County Tax Services Inc. providing audits for the County

Johnny Bailey of County Tax Services, Inc. provided information to the Board regarding the services that his company could provide to the County regarding a Business Personal Property Audit program to assist taxpayers with accurately filing their annual listing forms.

Mr. Bailey was present to answer questions as the Board openly discussed their options.

County Manager Sauer stated that no decision was needed immediately but that the County had seen two vendors at this point that could provide a Business Personal Property Audit. He indicated that Mr. Jodie Rhea, Tax Administrator, would be analyzing the proposals and bringing a recommendation back to the Board in the near future.

South Windsor Water Association transition of financial reports and accounting procedures as recommended by County Auditor Jeff Best

County Manager Sauer recommended that the Board approve the transition of financial reports and accounting procedures agreement drafted by County Auditor Jeff Best as it relates to the South Windsor Water Association.

Mr. Anthony Ward of the South Windsor Water Association was present for this portion of the meeting.

Agreement of Operation and Acquisition of Water System as prepared by the County Attorney

County Manager Sauer also recommended that the Board approve the Agreement of Operation and Acquisition of Water System as prepared by County Attorney Smith.

Commissioner Wesson made a **MOTION** to approve the document draft by County Auditor Jeff Best, as well as the document drafted by County Attorney Smith in regards to the transition of ownership of the South Windsor Water Association to the County. Commissioner Trent and Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

Budget Amendment for County Attorney legal fees

The Board discussed the breakdown of attorney fees. Finance Director William Roberson presented the Board with a comparison of fees to previous years.

County Attorney Lloyd Smith stated that this year's fees are an anomaly as the County has been faced with various situations in which legal representation was needed to proceed with County business.

After a lengthy discussion, Vice Chairman Smith made a **MOTION** to approve Budget Amendment #14-03 as recommended by Finance Director William Roberson. Commissioner Trent **SECONDED** the motion. The motion passed unanimously.

Budget Amendment #14-03 reads as follows:

BUDGET AMENDMENT

14-03

10-4150-5192-01	\$	75,000	LEGAL	10-0090-4991-99	\$	75,000
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TO INCREASE BUDGET FOR LEGAL FEES

APPROVED 3/03/2014

BOARD APPOINTMENTS

Nursing Home/Adult Care Community Advisory Committee

The Board reviewed the request and application of Minnie Outlaw to the Nursing Home/Adult Care Community Advisory Committee.

Commissioner Wesson made a **MOTION** to appoint Minnie Outlaw to the Nursing Home/Adult Care Community Advisory Council. Commissioner Trent and Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

Economic Development Commission

The Board reviewed the requests for appointment from Carl K. Bond and Alan Mizelle. The Board also reviewed the request for reappointment from Vivian Saunders.

Commissioner Harrell stated that he no longer wished to serve on the Economic Development Commission due to scheduling conflicts.

Vice Chairman Smith stated he was willing to stay on the Economic Development Commission as the Board of Commissioners' representative as required in the Commission's bylaws.

Vice Chairman Smith made a **MOTION** to appoint/reappoint Carl K. Bond, Alan Mizelle, and Vivian Saunders to the Economic Development Commission. Commissioner Trent **SECONDED** the motion. The motion passed unanimously.

Voluntary Agricultural District Advisory Board

The Board tabled this matter until recommendations were received from the Voluntary Agricultural District Advisory Board.

CONSENT AGENDA

Approve minutes for 2-17-14 and 2-20-14

County Attorney Lloyd Smith requested that the Closed Session minutes from 1-7-14, 1-16-14, and 1-17-14, and 2-20-14 continue to be deferred from approval due to pending matters that will be discussed in Closed Session.

The Board concurred.

Vice Chairman Smith made a **MOTION** to approve only the Open Session minutes from 12-17-14 and 2-20-14 while leaving all corresponding Closed Session minutes on the table for later approval as recommended by the County Attorney. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

Approve a motion requesting the Board of Elections to hold a voter referendum to consider levying a (1/4¢) County Sales and Use Tax in accordance with NC Session law 2007-323

Commissioner Wesson made a **MOTION** to approve the resolution calling for a voter referendum on the May 6, 2014 primary ballot. Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

The resolution reads as follows:

RESOLUTION CALLING FOR SPECIAL ELECTION TO CONSIDER AN ADDITIONAL ONE-QUARTER CENT COUNTY SALES AND USE TAX

WHEREAS, the General Assembly has authorized County Boards of Commissioners across the State of North Carolina to levy a One Quarter Cent (1/4¢) County Sales and Use Tax contingent on a referendum in which the majority of those casting ballots voted for the levy of the tax;

WHEREAS, the Bertie County Board of Commissioners have determined that the citizens of Bertie County should be entitled to determine whether or not they wish to have said One Quarter Cent (1/4¢) County Sales and Use Tax adopted as the same could be used to assist in financing public projects including debt service, and the existing debt service for the new Bertie High School which will open in the fall of the year of 2014;

WHEREAS, pursuant to N.C.G.S. §163-287, a county has the authority to call special elections as permitted by law if the governing body of the County adopts a Resolution specifying the details of the election and forthwith delivers a copy of the Resolution to the local Board of Elections;

WHEREAS, under said statute, the Resolution shall call on the local Board of Elections to hold the election described in the said Resolution and shall set the date on which the special election is to be conducted;

WHEREAS, the special election may be held at the same time as any other county, state, or municipal general election or at the same time as a primary election in any even given year;

WHEREAS, there is a primary election to be held in Bertie County on May 6, 2014 and the County would have adequate time to provide the public notice required by N.C.G.S. §163-287 (b); and

WHEREAS, it would be in the best interest of the citizens of Bertie County to determine whether or not to adopt said County Sales and Use Tax.

NOW THEREFORE, be it resolved by the Bertie County Board of Commissioners that:

1. Pursuant to N.C.G.S. §163-287 (a), Bertie County hereby calls a special election to be held on May 6, 2014 to determine whether or not a majority of the voting citizens of Bertie County favor or oppose the levy of said One Quarter Cent (1/4¢) County Sales and Use Tax;

2. The question to be placed on the ballot and determined by the voting citizens of Bertie County in said referendum will be:

QUESTION: Should Bertie County levy an additional One Quarter Cent (1/4¢) County Sales and Use Tax in addition to all other County and State Sales and Use Taxes in Bertie County.

For: _____

Against: _____

3. The local Board of Elections conducting the primary election on May 6, 2014 will conduct an election on this question on May 6, 2014 which election shall be held at the same time and at the same locations as the primary election in the year 2014.

4. Scott T. Sauer, the Bertie County Manger, is directed to forthwith deliver a certified copy of this Resolution to the Bertie County Board of Elections.

Said Resolution was introduced by Commissioner Ronald Wesson and seconded by Commissioner Charles Smith and unanimously adopted this the 3rd day of March, 2014.

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

Tax Administrator's Report

Tax Administrator Jodie Rhea updated the Board regarding current delinquent taxes, and requested approval from the Board to place an advertisement in the Bertie-Ledger Advance disclosing those individuals who have still not paid their 2013 property taxes.

Vice Chairman Smith made a **MOTION** to have Mr. Rhea proceed with publishing the delinquent individual's advertisement. Commissioner Harrell **SECONDED** the motion. The motion passed unanimously.

COMMISSISONERS' REPORTS

Commissioner Wesson gave remarks about a flyer that had been circulated to various homes and churches in the County over the past few days.

Commissioner Wesson responded to false claims made in the hand out concerning cost of living raises rendered to County employees, the proposed curbside solid waste & recycling program, and current tax rates in the County.

Mr. Wesson recommended that the County draft a press release in response to the flyer's claims.

The Commissioners had no further remarks at this time.

PUBLIC COMMENTS CONTINUED

There were no Public Comments.

COUNTY MANAGER'S REPORTS

County Manager Sauer informed the Board that in order to be compliant with grant restrictions, the County would need to hold at least two Public Hearings in regards to Green Engineering's proposed telemetry controls for the water system.

County Manager Sauer proposed the first hearing to take place at the regularly scheduled Board of Commissioners meeting on Monday, March 17, 2014 at 7:00pm. Mr. Sauer also proposed the second hearing to be held on Monday, March 24, 2014 at 7:00pm.

COUNTY ATTORNEY'S REPORTS

County Attorney Lloyd Smith informed the Board that the North Carolina Bar Association would like to present a donation check to the County at their regularly scheduled Board meeting on Monday, April 7, 2014. The fund will contribute to the Courthouse stabilization project. County Attorney Smith also stated that the Association would like to participate in a photo opportunity with the Board.

County Attorney Lloyd Smith also requested that the Board go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body and pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

CLOSED SESSION

Upon request by County Attorney Smith, the Board entertained a vote to go into Closed Session pursuant N.C.G.S. § 143-318.11(a)(3) and N.C.G.S. § 143-318.11(a)(6).

Vice Chairman Smith made a **MOTION** to go into Closed Session as recommended by the County Attorney. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

The Board went into Closed Session.

Vice Chairman Smith made a **MOTION** to return to Open Session. Commissioner Trent **SECONDED** the motion. The motion passed unanimously.

PUBLIC COMMENTS CONTINUED

There were no Public Comments in this section.

ADJOURN

Chairman Perry adjourned the meeting at 2:12pm.

J. Wallace Perry, Chairman

Sarah Seredni, Clerk to the Board



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

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

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of FEBRUARY 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-----	\$2,448.60
10-0030-4344-03	VITAL STATISTICS-----	\$963.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$258.20
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>9</u> @\$60.00-----	\$540.00
		<u>\$4,209.80</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$20,054.00
10-0030-4344-10	STATE TREASURER FEE----- <u>77</u> @\$6.20-----	\$477.40
		<u>\$24,741.20</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	\$17.00
		<u>\$24,758.20</u>

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

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>14</u> @\$6.20=	\$86.80
ADDITIONAL PAGES-----	<u>8</u> @\$0.40=	\$3.20
DEEDS & OTHER INSTRUMENTS-----	<u>76</u> @\$1.94=	\$147.44



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 ____ day of March, 20____.

J. Wallace Perry, Chairman
Bertie County Board of Commissioners

Sarah Seredni, Clerk to the Board

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: July Year: 2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on	Scheduled: 5 Current: 6	

Prepared By: Mike Barnette Title: Program Manager

Endorsed By: Scott T. Sauer Title: County Manager

Board Update:

By: Scott T. Sauer Title: County Manager

Method of Update: Board Update Date: 8/19/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: July Year: 2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on	Scheduled: 0 Current: 0	
Reconstruction	on	Scheduled: 0 Current: 0	
Clearance	on	Scheduled: 0 Current: 0	

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 8/19/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: July Year: 2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
C-1 Water	on	Scheduled: 0 Current: 0	

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 8/19/13

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: August Year: 2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on	Scheduled: 5 Current: 9	

Prepared By: Mike Barnette Title: Program Manager

Endorsed By: Scott T. Sauer Title: County Manager

Board Update:

By: Scott T. Sauer Title: County Manager

Method of Update: Board Update Date: 9/16/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: August Year: 2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on	Scheduled: 0 Current: 0	
Reconstruction	on	Scheduled: 0 Current: 0	
Clearance	on	Scheduled: 0 Current: 0	

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 9/16/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: August Year: 2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
C-1 Water	on	Scheduled: 0 Current: 0	

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 9/16/13

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: October Year: 2013

(for the month ending 9-30-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update:

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 10/21/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: October Year: 2013

(for the month ending 9-30-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on		
Reconstruction	on		
Clearance	on		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 10/21/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: October Year: 2013

(for the month ending 9-30-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
C-1 Water	on		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 10/21/13

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: November Year: 2013

(for the month ending 10-31-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update:

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 11/18/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: November Year: 2013

(for the month ending 10-31-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		
<i>Reconstruction</i>	<i>on</i>		
<i>Clearance</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 11/18/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: November Year: 2013

(for the month ending 10-31-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
C-1 Water	on		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 11/18/13

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: December Year: 2013

(for the month ending 11-30-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on		

Prepared By: Mike Bamette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update:

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 12/16/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: December Year: 2013

(for the month ending 11-30-13)

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		
<i>Reconstruction</i>	<i>on</i>		
<i>Clearance</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 12/16/13
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: December Year: 2013

for the month ending: 11/30/13

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<u>C-1 Water</u>	<u>on</u>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 12/16/13

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: January Year: 2014

For the month ending 12/31/2013

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update:

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 1/20/14
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: January Year: 2014

For the month ending 12/31/13

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		
<i>Reconstruction</i>	<i>on</i>		
<i>Clearance</i>	<i>on</i>		

Prepared By: Mike Bamette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 1/20/14
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: January Year: 2014

For the month ending 12/31/13

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>C-1 Water</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 1/20/13

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2289 Month: February Year: 2014

For the month ending 1/31/2014

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update:

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 2/17/14
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 11-C-2304 Month: February Year: 2014

For the month ending 1/31/14

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		
<i>Reconstruction</i>	<i>on</i>		
<i>Clearance</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 2/17/14
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

Grantee: Bertie County Grant Number: 12-C-2487 Month: February Year: 2014

For the month ending 1/31/14

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>C-1 Water</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 2/17/14

Monthly Performance Status Report

(Due the 15th of each month)

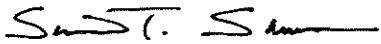
Grantee: Bertie County Grant Number: 11-C-2289 Month: March Year: 2014

For the month ending 2/28/2014

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
Rehabilitation	on		Phase 1 complete Beginning additional units - Phase 2

Prepared By: Mike Bamette

Title: Program Manager

Endorsed By: 
Scott T. Sauer

Title: County Manager

Board Update:

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 3/17/14
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)

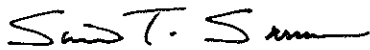
Grantee: Bertie County Grant Number: 11-C-2304 Month: March Year: 2014

For the month ending 2/28/14

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
<i>Rehabilitation</i>	<i>on</i>		
<i>Reconstruction</i>	<i>on</i>		
<i>Clearance</i>	<i>on</i>		

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: 
Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Report

Date: 3/17/14
(next available meeting)

Monthly Performance Status Report

(Due the 15th of each month)


Grantee: Bertie County Grant Number: 12-C-2487 Month: March Year: 2014

For the month ending 2/28/14

Activity	Performance Schedule (on/off)	Current Performance Status (if off schedule)	Remedy to get back on Schedule (if off schedule)
C-1 Water	off	County has not yet completing engineering services procurement	When the County completes services procurement the project should get back on schedule in the Fourth quarter

Prepared By: Mike Barnette

Title: Program Manager

Endorsed By: 
Scott T. Sauer

Title: County Manager

Board Update

By: Scott T. Sauer

Title: County Manager

Method of Update: Board Update

Date: 3/17/14



February 26, 2014

Scott Sauer
Interim County Manager
Bertie County
P O Box 530
Windsor, NC 27983

Re: Bertie County Child Support Services

Dear Mr. Sauer,

Thank you for giving YoungWilliams the opportunity to submit a proposal for extending our contract with Bertie County for the operation of the Child Support program.

Based on our previous Contract, we are submitting a 1-year price proposal with three 1-year renewals for the upcoming state fiscal years 2014-2015, 2015-2016, 2016-2017 and 2017-2018.


YoungWilliams, P.C. proposes a fixed fee for the Contract period in the amount of \$411,660 for Contract Year 1, \$418,864 for Contract Year 2, \$426,194 for Contract Year 3, and \$433,653 for Contract Year 4 as illustrated in the following graph. This amount represents no increase in year one and a slight increase in our fees during years two, three and four to cover the increased cost of staffing, refreshing the equipment and other costs associated with the operation of the child support agency. In the alternative, should the County wish to renew for only one year, YoungWilliams proposes \$411,650 for the contract year July 1, 2014 through June 30, 2015, which represents no increase over the previous year's contract price. Please note that the proposed fee is based on the assumption that all Counties included in the Consortium - Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank and Perquimans will renew their Contract with YoungWilliams.



CONTRACT YEAR	TIME PERIOD	PRICE
Year One	July 1, 2014 – June 30, 2015	\$411,660
Year Two	July 1, 2015 – June 30, 2016	\$418,864
Year Three	July 1, 2016 – June 30, 2017	\$426,194
Year Four	July 1, 2017 – June 30, 2018	\$433,653

We look forward to our continued relationship with Bertie County and stand ready to discuss the above proposal at any time convenient to you.

Respectfully Submitted,


Bob Johnson
President of Operations
YoungWilliams, P.C.

cc: Linda Speller

CONTRACT FOR CHILD
SUPPORT ENFORCEMENT SERVICES

This Agreement is made and entered into this 1st day of March, 2010, by and between Young Williams, 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, 2010 and shall continue until June 30, 2011 (“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)	\$407,086.00
Year Two (2)	\$411,600.00
Year Three (3)	\$ 411,600.00
Year Four (4)	\$ 411,600.00

This price is based and contingent on Bertie County’s child support program being co-located with the child support program in Hertford County.

4.0 Termination for Default

If the Contractor shall fail to perform its 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, at any time for any reason, in its sole discretion this contract whenever the County determines 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 Jurisdiction and Venue

The jurisdiction of any action to interpret this contract shall be in the general courts of justice of the State of North Carolina. The venue for any action to interpret or regarding this contract in any way, this contract shall be in the Superior Court of Bertie County. All actions relating to the validity, construction, and interpretation, enforcement or otherwise to this Contract shall be only brought in the Superior Court of Bertie County, North Carolina.

The office of actual operation 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 previous 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 underwrite insurance policies and to do business in the State of North Carolina which company must be 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.

10.0 Performance Bond

No performance bond shall be required.

11.0 Independent Contractor

It is mutually understood and agreed that the Independent Contractors is not an agent or an employee of the County. The County does not have any control whatsoever of the method, manner, or procedure in which the Contractor uses to perform its duties under the terms of this contact. As the Contractor is an Independent Contractor, it, its agents, or its 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. Moreover the Contractor agrees that in any action brought against the County and the Contractor, the Contractor will at all times be deemed to have operated as an Independent Contractor and the County shall not be liable to any third party by reason of the doctrine of agency or respondeat superior.

12.0 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.

13.0 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.

14.0 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.

15.0 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:

Young Williams, 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.

16.0 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.

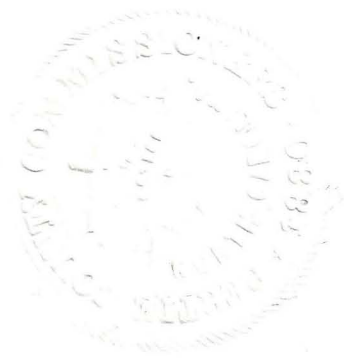
17.0 Severability

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.

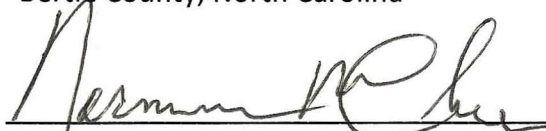
18.0 Contract Administrator

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

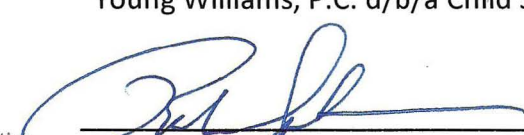
IN WITNESS WHEREOF, the Contractor and County have executed this agreement in quadruplicate, one of which is retained by each of the parties and one sent to the County, and an additional copy for the County Finance Director, effective the day and year first above written.



Bertie County, North Carolina


BY: Norman M. Cherry, Sr., Chairman

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


By: Robert Johnson,
Young Williams, P.C.
President of Operations

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

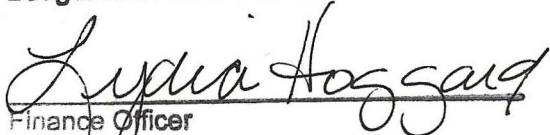

Finance Officer

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.

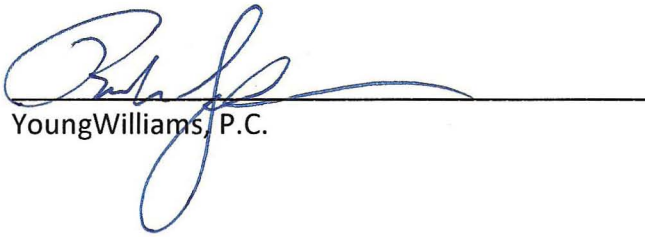
II. Criminal/Civil Sanctions:

- (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.



YoungWilliams, P.C.

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

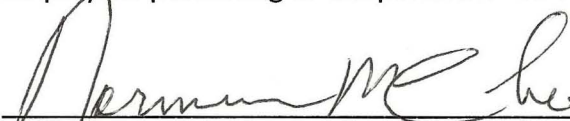
By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

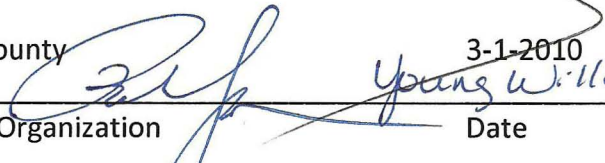
Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2008, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure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

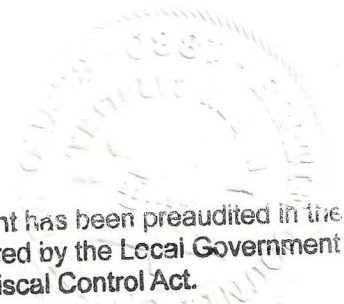


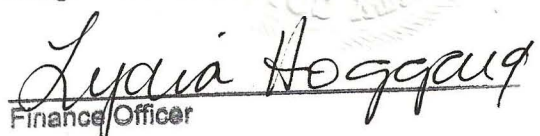
Norman M. Cherry, Sr., Chairman

Bertie County  3-1-2010

Agency/Organization Date *Young Williams 3-30-10*

(Certification signature should be same as Contract signature)


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



Finance Officer

CONTRACT FOR CHILD
SUPPORT ENFORCEMENT SERVICES
AMENDMENT

This Amendment is made and entered into this 29th day of June, 2012, 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 Amendment hereby modifies, as indicated the Agreement between the parties dated March 1, 2010 hereinafter referred to as the "Contract". This Amendment is made pursuant to the authority conferred upon the County pursuant to N.C. Gen Stat. Sections 110-141 and N.C. Gen Stat. Sections 153A-259.

WITNESSETH:

WHEREAS, the County received notification from the State of North Carolina regarding the Contract between the County and the Contractor stating that the Contract must include language regarding the use of computer equipment and access to Federal Tax Information (FTI).

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each party hereby contracts and agrees with the other as follows:

1. After Section 18.0 of the Contract, as amended, a new Section 19.0, "IRS COMPLIANCE" shall be added, which shall read as follows:

19.0 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.


2. This Amendment amends and is part of the Contract.
3. Except as herein amended; all other terms and provisions of the Contract and its subsequent Amendments shall remain in full force and effect.
4. In the event of a conflict in terms between this Amendment and the Contract, the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy and Security Rules.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

Bertie County, North Carolina

Cheryl Mizelle Co-Interim Director
Linda S. Speller, Co-Interim Director
BY: Cheryl Mizelle, Linda Speller

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


By: Robert Johnson,
Young Williams, P.C.
President of Operations

MANUFACTURED HOME PARK ORDINANCE

FOR

BERTIE COUNTY, NORTH CAROLINA

MARCH 2013

**ARTICLE I
INTRODUCTORY PROVISIONS**

Section 101 Title

This Ordinance is entitled the *Bertie County Manufactured Home Park Ordinance* and may be cited as the *Manufactured Home Park Ordinance*.

Section 102 Authority & Purpose

This ordinance establishes regulations for manufactured home parks within Bertie County, North Carolina, and provides for the administration, enforcement, and amendment thereof. The provisions of this ordinance are adopted under authority granted by the General Statutes of North Carolina. (G.S. 153A-121)

Whereas, in order to promote the health, safety and general welfare of the citizens of Bertie County, North Carolina; to provide for the orderly development of planned manufactured home and travel trailer parks and to abate any conditions detrimental to the public health, safety, and general welfare or any nuisances, real or imagined, associated with such parks, it is desirable and necessary to adopt the Manufactured home park Ordinance for the territorial jurisdiction of Bertie County as herein set forth.

Section 103 Jurisdiction

Upon adoption, this ordinance shall govern every new manufactured home park or any additions to existing manufactured home parks and travel trailer parks lying within Bertie County except those lands lying within the jurisdiction of any municipality, unless the municipality shall, by resolution, formally requested the County to enforce this Ordinance within its jurisdiction.

Section 104 Compliance with Other Official County Plans

Proposed manufactured home parks must comply in all respects with the rules and regulations of the Bertie County Water District(s) and with all other officially adopted plans in effect in the jurisdiction.

ARTICLE II DEFINITIONS

Section 201 General

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

Section 202 Word Interpretation

For the purposes of this Ordinance, certain words shall be interpreted as follows:

- a) The word “may” is permissive.
- b) The words “shall” and “will” are mandatory.
- c) The present tense includes the future tense and the future tense includes the present tense.
- d) The singular includes the plural and plural includes the singular.
- e) The word “county” shall mean Bertie County, North Carolina.
- f) The words “Planning Board” shall mean the Bertie County Planning Board.
- g) The words “County Commissioners” shall mean the Bertie County Board of Commissioners.
- h) The word “person” includes firm, association, organization; trust, company, corporation, or any legal entity as well as an individual.
- i) The words “used” or “occupied” include the phrases: “intended to be occupied or used”; “designed to be occupied or used”; or “arranged to be occupied or used”.

Section 203 Definitions

All weather, paved road – A road that is suitable for light traffic under all weather conditions and that meets the paved surfacing requirements of the North Carolina Department of Transportation.

Developer - Any person or other legal entity engaged in the development or the proposed development of a manufactured home park.

Enforcement Officer - The enforcement officer for Bertie County shall be the Planning Director or designated representative.

Farm – singularly or jointly owned land parcel or contiguous parcels on which agricultural operations are conducted as the substantial use. Agricultural operations include but are not limited to cultivation of crops, the husbandry of livestock, and forestry.

Manufactured Home – A structure that:

1. consists of a single unit mainly assembled at the factory or two (double-wide) or three (triple-wide) principal components mainly assembled at the factory and joined together at the site;

2. is designed so that the total structure (or in the case of a double-wide or triple-wide, each component thereof) can be transported on its own chassis;
3. is designed to be used as a dwelling and provides complete, independent living facilities for one family; and
4. is not permanently attached to a foundation.

A structure otherwise defined herein as a manufactured home is permanently attached to its foundation if:

- a. the foundation was constructed in such a way or at such expense as to make it unlikely that the manufactured home placed upon it will later be moved; or
- b. if the manufactured home cannot be removed from the foundation without great expense or severe damage to the structure.

Tie downs and other related requirements of this ordinance do not constitute permanent attachment.

Manufactured Home Space – A piece of land within a manufactured home park whose boundaries, design, and improvements are in accordance with the requirements of ordinance to accommodate a single manufactured home.

Manufactured Home Park – A parcel of land containing two or more manufactured home spaces for the rental purpose for accommodating manufactured homes for occupancy.

Manufactured Home Pad – That area of a manufactured home space that has been reserved and prepared for the placement of a manufactured home.

Operating Permit – A permit issued by the Enforcement Officer to the owner or operator of a manufactured home or travel trailer park whose design, specifications and improvements comply with the requirements of this ordinance.

Street, Private - A street that has not been accepted nor planned for acceptance by North Carolina Department of Transportation or other governmental entity.

Street, Public - A right-of-way dedicated and accepted by North Carolina Department of Transportation or other governmental agency for public vehicular traffic.

Structural Additions – Any roofed, canopied, enclosed porch or room which is physically attached to a manufactured home. A concrete slab with no roof or walls shall be considered a structural addition.

Tract – Any parcel of land whose boundaries have been described or delineated legally and recorded in the office of the Register of Deeds.

Travel Trailer – A wheeled vehicular structure built on a chassis, designed to be used as a temporary dwelling for travel or recreational purposes, having a body width not exceeding 8 feet. This is also intended to include structures mounted on auto or truck bodies that are generally referred to as campers.

DRAFT

**ARTICLE III
PROCEDURES FOR SUBMISSION, REVIEW AND APPROVAL OF
MANUFACTURED HOME PARK PLATS**

No person may locate, or cause to be located, or allow more than one manufactured home with no direct access to an existing public street for rental to be located on a tract of land under his ownership, possession or control, unless the tract of land is an approved and licensed manufactured home park. This ordinance shall not apply to manufactured homes that are being used for a bona-fide farm purpose as defined in this ordinance.

Section 301 Review Process

The plan shall be reviewed by the Enforcement Officer and/or other members of the county staff for compliance with this ordinance, with other applicable state statutes, and county ordinances. The Enforcement Officer will distribute prints of the proposed park to any governmental agency or agencies having a specific interest in the plat for their comments or recommendations, including where applicable but not limited to the Bertie County Environmental Health Department, the Land Resources Division of the North Carolina Department of Environment and Natural Resources, the Division of Coastal Management, and the USDA Natural Resources Conversation Service.

The Planning Board shall approve or disapprove the manufactured home park plan within 90 days of the date at which the plan is first considered by the Planning Board.

If the Planning Board disapproves the plan, it shall be stated in writing the reasons for such action, specifying the provisions of this ordinance with which the plan does not comply. Appeal of the Planning Board ruling shall be by petition to the Board of Commissioners to be heard at a regularly scheduled meeting; Appeal to the Board of Commissioners decision shall be to a court of competent jurisdiction. Written notice of appeals must be petitioned with the Board of Commissioners within thirty (30) days of receipt of disapproval notice.

The approval of a manufactured home park plan shall not be deemed to constitute or affect the acceptance by Bertie County of any dedication shown on the plan. However, the Board of Commissioners, by resolution, may accept any dedication made to the public of lands or facilities for parks or other public purposes, when the lands or facilities are located within its regulatory jurisdiction. Acceptance of dedication of lands or facilities located within the regulatory jurisdiction shall not place on Bertie County any duty to open, operate, repair or maintain any land or facility.

Section 302 Submission of Plat

It is recommended that the developer meet with the Enforcement Officer to discuss plans and ideas pertaining to the development of or to the addition to a manufactured home park.

The developer shall submit fifteen (15) copies of the manufactured home park plat, eighteen by twenty-four inches (18" x 24") in size, and any supplementary material to the Enforcement Officer a minimum of twenty (20) business days prior to the regularly scheduled Planning Board meeting at which said plat is to be considered. The developer shall also include with the submittal one (1) reduced copy of the plat of eleven by seventeen inches (11" x 17") in size. Upon submission of the plat, the developer shall pay a processing fee to Bertie County in accordance with the approved fee schedule adopted by the Bertie County Board of Commissioners.

Section 303 Content of Plat

The plat shall be prepared by a registered surveyor or engineer and shall be drawn at a scale of 50, 100, or 200 feet to one inch and shall contain the following:

1. The location of existing and platted property, buildings, streets, railroads, bridges, culverts, watercourses, transmission lines, sewers, drainage ditches, drain pipes, water mains, town and county boundary lines, and other public utility easements.
2. Existing and platted streets on adjoining property shall be illustrated.
3. Boundaries of tracts shown with bearings, distances, and closure.
4. Wooded areas, pond or lakes, streams or streambeds, marsh swamp, floodplain, and other physical conditions affecting the site.
5. Names of adjacent property owners or subdivisions.
6. Proposed streets, street names, rights-of-way, pavement widths, and approximate grades.
7. Locations of proposed street lights, if any, and utility lines (drainage or underground drainage, water, electricity, and telephone) showing connections to existing supply systems. In the case of water, the size of the lines must be shown. If a dumpster site is proposed, the location, size, number of dumpsters, type of screening material and proposed lighting must be shown.
8. The location, width, and purposes of other proposed rights-of-way or easements.
9. Proposed areas for recreational space, if any.
10. Proposed space lines, space and block numbers, and space dimensions.
11. Location of manufactured home pad, water & sewage disposal system, and the location of off-street parking and driveway areas.
12. Title, date of plat preparation, magnetic and true north arrows, graphic scale, the name of the township(s), county, and state in which the manufactured home park is located.
13. Name of owner, surveyor, or engineer, and the proposed name of the manufactured home park.

14. A vicinity map showing the relationship between the manufactured home park and the surrounding areas at a scale of not less than one inch to four hundred feet.

All plats shall contain the following certifications:

A. Certificate of Ownership and Dedication

I (we) hereby certify that I (we) am (are) the owner(s) of the property shown and described hereon, which is located in the jurisdiction of Bertie County and that I hereby adopt this Manufactured Home Park Plat with my free consent .

Owner(s) or Authorized Agent

Date

B. Certificate of Survey and Accuracy

I, _____ certify that this map was (drawn by me) (drawn under my supervision) from (an actual survey made by me) (an actual survey made under my supervision) (deed description recorded in Book ____, Page ____, etc.) (other); that the error of closure as calculated by latitudes and departures is 1:____, that the boundaries not surveyed are shown as broken lines platted from information found in Book ____, Page____, that this map was prepared in accordance with G.S. 47-30 as amended. Witness my hand and seal this ____ day of _____, 20____.

Registered Surveyor or Professional Engineer

C. Private Roads Disclosure Statement

The maintenance of the private streets on this plat will be the responsibility of the property owner/developer. Private streets as shown hereon were not constructed to the minimum standards required to allow their inclusion, for maintenance purposes, on the North Carolina highway system. The North Carolina Department of Transportation will not maintain any private road shown on this plat. *(Note: This statement shall not serve as a substitute for any other statutory disclosure requirements.)*

Owner(s) or Authorized Agent

Date

D. Certificate of Approval

I hereby certify that the manufactured home plat shown hereon has been found to comply with the Bertie County Manufactured & Mobile Home Park Ordinance and that this plat has been approved by Bertie County.

Bertie County Planning Director

Date

DRAFT

**ARTICLE IV
SPECIFICATIONS FOR MANUFACTURED HOME PARKS**

Section 401 General Provisions

Any land within the jurisdiction of this ordinance determined by the Bertie County Floodplain Administrator to be located within special flood hazard Zone A or AE, manufactured home park development will be prohibited. Such land may be set aside for uses that will not be endangered by periodic or occasional flooding.

Section 402 Interior Streets

All new manufactured home spaces, whether in a new development or in the expanded area of an existing manufactured home park, shall abut upon a hard, paved surface road that is built to meet the NC DOT Road Standards for paving. All manufactured home spaces shall have driveway access to said paved surface road. All interior drives, walkways, and parking spaces shall be constructed and maintained by the owner. The construction of cul-de-sacs and dead end streets shall comply with the *Bertie County Subdivision Ordinance* concerning cul-de-sacs and dead end streets.

Streets shall be a minimum of sixteen feet (16') in width constructed to meet N.C. Department of Transportation Road Standards for paving regarding the base soil type, surface material and ABC base for thickness, density, gradation and asphalt content. Design and construction shall be certified by a registered engineer.

Section 403 Street Names & Street Signs

Any new street, lane or drive that serves a manufactured home park shall be given a non-duplicative name to eliminate conflicts with emergency services and mail delivery. Each new proposed street name will be verified by the Tax Mapping office for duplication with other streets, lanes and drives in the county.

It shall be the responsibility of the owner or developer to install signs identifying streets at the intersections of all interior streets. Such signs shall meet or exceed specifications for street signs required by Bertie County Emergency Management.

Section 404 Off-Street Parking

Each new manufactured home space shall be provided with at least two (2) paved surfaced off-street parking spaces prior to the beginning of operations of the park. Each space shall be a minimum of twenty feet (20') long and ten feet (10') wide.

The Parking Area must be 20' x 20' with the driveway having a minimum width of ten (10) feet. These parking spaces must be approved, as to location and layout, by the Planning Board.

Section 405 Required Manufactured Home Space Area

Due to issues with septic systems throughout the county, minimum spaces sizes are similar to the minimum requirements of the *Bertie County Subdivision Ordinance*. These minimums are deemed necessary and crucial to the functionality of sewage disposal systems and are meant to allow for repair and replacement of systems if there are failures in the future.

The sizes of new manufactured home spaces shall meet standards of the Bertie County Environmental Health Division as follows:

Space Requirements:

	IMPROVEMENTS	AREA (SQUARE FEET)	SPACE WIDTH (FEET)
1.	Public water and sewer	10,000	80
2.	Public water and sewer; corner space	12,500	80
3.	Public water; soil classified suitable for septic tanks	15,000	90
4.	Public water; soil classified provisionally suitable for septic tanks due to drainage	20,000	100
5.	Public water; soil classified provisionally suitable for septic tanks due to characteristics other than drainage	30,000	140

Section 406 Drainage

All new manufactured home spaces shall be located on a well-drained and properly graded site. At a minimum, each manufactured home space must be properly graded to provide for adequate drainage of water with a minimum of one (1) inch increase in height per each ten (10) feet of distance from the side space line to the center of the space.

Section 407 Water Supply

Prior to plat submission, the Planning Director shall determine if public water service is available for the proposed manufactured home park:

If public water service is not available, the plans for proposed facilities must be reviewed and approved by the Bertie County Environmental Health Department, Bertie County

Engineer and any other local or state entity that may be involved with water supply issues.

If public water service is determined to be available for the spaces in a new manufactured home park, the developer shall construct the new water service according to local and state specifications. Water meters will be installed after the application has been made and required fees paid by the developer.

The Water Director and County Engineer shall review the following criteria when making the determination on the availability of public water service to the manufactured home park:

- A. Whether the water system with jurisdiction has/will have the capacity to serve the proposed manufactured home park.
- B. The distance and location of the proposed manufactured home park to the nearest available public water service.
- C. The number of spaces in the proposed manufactured home park with regard to the distance of the main water line to be constructed to the manufactured home park.
- D. Estimated cost of extending the water service to the manufactured home park regarding economic feasibility. (COST/DISTANCE/MANUFACTURED HOME PARK)

If the developer is developing new spaces within the service area of the Bertie County Water System, the developer shall connect to the system owned and operated by Bertie County, subject to the following conditions:

Construction plans for the proposed system shall be prepared by a registered engineer, materials and construction to be in accordance with the specification for the Bertie County Water System as prepared by the County Engineer, and submitted with the preliminary plat for approval by the Planning Board, Water Director and the appropriate State Agencies.

The cost of the construction, connection and approval of the manufactured home park water system shall be paid by the developer.

The Bertie County Planning Board and/or the Bertie County Board of Commissioners may, in consultation with the County's Engineer, determine that certain improvements will be required for the County Water System due to the projected consumption of water when all proposed manufactured home park spaces are connected to the Bertie County Water System. The Bertie County Board of Commissioners will require the Developers to make and pay for those improvements. The County Engineer will be the selected Engineer for the Construction Project unless otherwise approved by the Board of County Commissioners. The Engineer's Fee will be paid for by the Developer.

Section 408 Use Restrictions

No part of any new manufactured home park may be used for non-residential purposes that may create any unusual noises, odors, or other offensive nuisances affecting residential living.

Section 409 Refuse Collection Facilities

Option 1: Individual, water-tight, covered refuse containers of not less than 30 gallon capacity shall be provided by the manufactured home park owner or operator at each manufactured home space. A concrete slab with a surface measurement of three feet by two feet (3' x 2') and a thickness of not less than four (4) inches equipped with a stand designed to hold the container in an upright and secure position shall be provided at each manufactured home space. The owner or operator of the manufactured home park shall arrange for commercial pickup for each manufactured home space occupant at a frequency of one or more pickups per week.

Option 2: If commercial pickup for each individual manufactured home space is not feasible, a dumpster shall be placed in a convenient area onsite for residents to place their garbage for a weekly pickup. The dumpster site shall be visually obscured by a fence or evergreen vegetative screen, but still remain easily accessible for residents to deposit refuse and for trucks that empty and haul the refuse away.

Section 410 Lighting

Streets in the manufactured home park shall be illuminated with street lamps to enhance safety of residents. Streets shall be illuminated from one half-hour after sunset until one half hour before sunrise.

Street lamps shall be a minimum 175 watt mercury vapor lamp or equivalent (approximately 7000 lumen class) spaced at four hundred feet intervals.

Section 411 Recreational Areas/Common Areas

Common areas, whether recreational or simple open space, have been recognized as important to neighborhoods. To enhance the quality of life for park residents, recreational or common areas are required for manufactured home parks that have at least twenty-five (25) spaces.. When the manufactured home park is located on a water-way, lake or pond, water access may be provided for residents if the area is properly posted.

Recreational and common areas shall provide reasonable access from an interior street. A street lamp in the recreational/common area will enhance safety.

All recreational areas shall have a minimum of 10,000 square feet per 25 spaces.

Section 412 Maintenance

Maintenance of all required improvements and amenities will be the responsibility of the park owner. The Enforcement Officer will inspect manufactured home parks periodically to ensure maintenance of the park is in good standing with the provisions of this ordinance.

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ARTICLE V VARIANCE

The Planning Board may authorize a variance from these regulations when, in its considered and informed opinion, undue hardship may result from strict compliance due to topographical or other conditions peculiar to the site. In granting any variance, the Planning Board shall make the findings required below, taking into account the nature of the proposed manufactured home park, the existing use of land in the vicinity, the number of persons to reside in the proposed manufactured home park and the probable effect of the proposed manufactured home park upon the contiguous properties, surrounding area, and traffic conditions in the vicinity. No variance shall be granted unless the Planning Board finds the following criteria:

- a. That there are special physical circumstances or topographical conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land;
- b. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner(s);
- c. That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance;
- d. That the granting of the variance will not be detrimental to the public health, safety, and welfare or injurious to other property in the territory in which said property is situated;
- e. The need for the variance is not the result of a self-created hardship; and
- f. The need for the variance is not based on financial hardship or the financial interests of the developer or land owner.

Requests for variances shall be submitted in writing to the Planning Director for inclusion on the agenda for the next regular Planning Board meeting. Requests shall be submitted a minimum of seven (7) business days prior to the regular Planning Board meeting to allow time for adequate information to be acquired and reported to the Planning Board.

Appeal to the Planning Board's ruling on a variance shall be to the Bertie County Board of Commissioners. Request for appeal shall be filed within ten (10) days from the date of the Planning Board's ruling. The Board of Commissioners will hear the case to determine if the Planning Board:

1. Exceeded its authority or jurisdiction;
2. Acted erroneously;
3. Failed to use proper procedure
4. Acted arbitrarily or capriciously; or
5. Failed to act as required by law or rule.

Appeal to the Board of Commissioners' ruling shall be to a court of competent jurisdiction.

ARTICLE VI SEPARABILITY

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

ARTICLE VII ENFORCEMENT

To verify compliance with the requirements of this Ordinance, at any time during normal operating hours, the Enforcement Officer or its designee may inspect each manufactured home park. The manufactured home park owner will then be given sixty (60) days from the date of notice to make any required corrections.

If corrections have not been made within the sixty-day period, a \$50 per day fine will be imposed by the Planning Board for Bertie County on the owner. The Planning Board or its Designee will then, with the assistance of the County Attorney, take all necessary steps to secure a court order requiring compliance by the manufactured home park owner. The Enforcement Officer will notify the Bertie County Building Inspector of the non-compliance. The Building Inspector will not allow any manufactured home setup permits within the park, including replacement for existing manufactured homes until the issue has been resolved.

**ARTICLE VIII
RECOMMENDATIONS AND SUGGESTED AMENITIES**

The purpose of this article is to provide ideas and encourage good development practices that promote livable communities where people enjoy a better quality of life experience. Due to cost barriers of affordable housing, the following recommendations and suggestions are not requirements for approval of a manufactured home park plan. Discussion with the Planning Department and Planning Board are welcome to provide insight and ideas on these issues.

Maintenance of all recommended and suggested amenities, if provided, will be the responsibility of the park owner.

Section 804 Buffer Zones

A buffer strip may be provided around a manufactured home park to provide privacy, neighborhood beautification or to provide separation from an incompatible use on adjacent property.

Guidelines:

Five to twenty feet wide adjacent to each exterior property line densely planted

Suggested plant species include but are not limited to the following: (a) Wax Myrtle, (b) Photinia, (c) Euonymus, (d) Leyland Cypress

ARTICLE IX

EFFECTIVE DATE

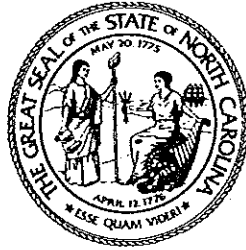
This ordinance shall take effect and shall be in force on and after _____, 2013.

Duly adopted by the Board of Commissioners of Bertie County, North Carolina, this the _____ day of _____, 2013.

ATTEST:

**J. Wallace Perry, Chairman
Bertie County Board of Commissioners**

DRAFT



Agenda

Joint Land Use Study Seymour Johnson Air Force Base

March 6, 2014

2:00PM – 4:00PM

V.G. James Center
207 Research Station Road
Plymouth, NC 27962-9526

I. Welcome and Introductions

Dr. Patricia Mitchell
Assistant Secretary for Rural Development
North Carolina Department of Commerce

II. Joint Land Use Study Overview and Project Start Up

Cyrena Eitler
Compatible Use Program Lead and Project Manager
Department of Defense Office of Economic Adjustment

David P. Wilder, Lt Col, USAF
Air Force Military Liaison
Office of Economic Adjustment

III. Discussion/ Decision Items

a. Policy Committee

- i. Bylaws and Operating Procedures
- ii. Scope of Work

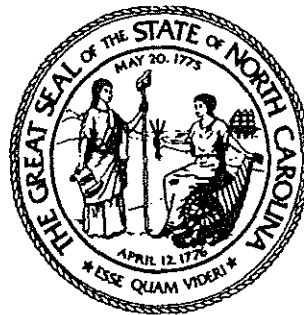
IV. Questions and Next Steps

V. Adjournment

**JOINT LAND USE STUDY
for
SEYMOUR JOHNSON AIR FORCE BASE**

Joint Land Use Policy Committee

**Bylaws
and
Operating Procedures**



March 6, 2014



STATEMENT OF PRINCIPLES

- I. The Dare County Range, including the associated Special Use Airspace, Military Training Routes and Military Operations Areas, is critical to the operational mission of Seymour Johnson Air Force Base, and a vital national military asset that serves the operational needs of not only the United States Air Force, but also the Navy, Marine Corps, Army, and the Air National Guard.
- II. Seymour Johnson Air Force Base is home to over 5,030 active duty military jobs, 920 full-time civilian employees, and 1,250 Reserve and Guard jobs.
- III. Local leaders recognize sustaining Seymour Johnson Air Force Base military operations contributes to the economic health of the State of North Carolina. Community development near Seymour Johnson Air Force Base, including the Dare County Range, and associated Special Use Airspace, Military Training Routes and Military Operations Areas, can complement or compromise the utility and effectiveness of the installation and its mission.
- IV. Local leaders enter into this Joint Land Use Study committed to a fair and open process of examining community development issues around Seymour Johnson Air Force Base, including the Dare County Range, and associated Special Use Airspace, Military Training Routes, and Military Operations Areas, enhancing communication between the installation and the community, and implementing practical policies, programs and projects geared to sustaining or enhancing both the needs of the military and the public health, safety and quality of life in the affected communities.



ARTICLE 1 - DEFINITIONS. The following definitions shall apply to terms used in these Bylaws and Operating Procedures:

- A. **Encroachment.** Any deliberate action by any governmental or non-governmental entity or individual that does, or is likely to, inhibit, curtail, or impede current or future military activities within the installation complex/mission footprint; or deliberate military activity that is, or is likely to be, incompatible with the community's use of its resources and reasonable quality of life. (Source: Air Force Policy Directive (AFPD) 90-20, Encroachment Management)
- B. **Installation Complex.** The land, facilities, airspace and ranges which provide direct mission support to and /or are managed by the installation. This includes a combination of land and facilities comprised of a main installation and its noncontiguous properties (auxiliary air fields, annexes, and missile fields) that provide direct support to or are supported by that installation. Installation complexes may comprise two or more properties, e.g., a major installation, a minor installation, or a support site, each with its associated annex(es) or support property(ies). (Source: Air Force Policy Directive (AFPD) 90-20, Encroachment Management)
- C. **Mission Footprint.** The installation complex plus any land, facilities, airspace and/or ranges which are not managed by the installation, but which provide direct, routine support to the mission. (Source: Air Force Policy Directive (AFPD) 90-20, Encroachment Management)
- D. **Compatible Use.** Uses of land, water or airspace by the military or others that can co-exist with minimal adverse effects. (Source: Air Force Policy Directive (AFPD) 90-20, Encroachment Management)
- E. **Joint Land Use Study.** The Seymour Johnson Air Force Base Joint Land Use Study is a cooperative, community-driven planning initiative among the local governments, U.S. Fish & Wildlife, and State of North Carolina, in partnership with Seymour Johnson Air Force Base, to plan and carry out strategies promoting compatible civilian use adjacent to the installation, including the Dare County Range and associated Special Use Airspace, Military Training Routes and Military Operations Areas. The goal of the Joint Land Use Study is to promote and enhance civilian and military communication and collaboration, serve as a catalyst to sustain the military mission, and promote public health, safety, quality of life, and economic viability of the northeastern North Carolina region.
- F. **Study Sponsor.** The Study Sponsor is defined as the governmental entity that assumes the leadership role to undertake a Joint Land Use Study, serves as the Department of Defense Office of Economic Adjustment grantee, maintains accountability for grant activities and reporting requirements, serves as the contracting agent for consultant services, and performs coordinating activities related to the successful completion of the Joint Land Use Study. The North Carolina Department of Commerce is serving as the Study Sponsor for the Seymour Johnson Air Force Base Joint Land Use Study.



ARTICLE 2 - ORGANIZATION. The organization for the Joint Land Use Study shall consist of the Joint Land Use Study Policy Committee, Joint Land Use Study Technical Advisory Committee, and Joint Land Use Study Working Group(s), as designated by the Joint Land Use Study Policy Committee. The Joint Land Use Study Sponsor shall appoint a Joint Land Use Study Project Manager to provide administrative support to the Committees and Working Group(s), and day-to-day interface with the consultant and Office of Economic Adjustment.

A. Joint Land Use Study Policy Committee. The Joint Land Use Study Policy Committee is comprised of representatives from local governments, the State of North Carolina, Non-Governmental Organizations, U.S. Fish & Wildlife, and Seymour Johnson Air Force Base. The Joint Land Use Study Policy Committee is charged with providing overall project leadership, developing community development recommendations, performing public outreach events, and providing direction related to consultant activities. The Joint Land Use Study Policy Committee shall serve as the executive forum for cooperative decision-making among local governments in close proximity to the Seymour Johnson Air Force Base installation complex and mission footprint.

B. Joint Land Use Study Technical Advisory Committee. The Joint Land Use Study Technical Advisory Committee consists of area community planners, military planners, technical and professional staff, and representatives from citizens' groups. The Technical Advisory Committee is responsible for data collection, identifying and studying technical issues, evaluating alternatives, and developing recommendations for Joint Land Use Study Policy Committee consideration. All members will be knowledgeable in the subject area and will provide local input.

C. Joint Land Use Study Working Groups. The Joint Land Use Study Policy Committee may choose to form Joint Land Use Study Working Groups, as needed, to address specific issues identified throughout the planning process.

ARTICLE 3 - JOINT LAND USE STUDY POLICY COMMITTEE. The following rules shall govern the procedure, membership, and records of the Joint Land Use Study Policy Committee.

A. Membership. The individual local governments represented on the Joint Land Use Policy Committee include the Counties of Beaufort, Bertie, Dare, Hyde, Tyrrell, Washington, and Wayne, and the Cities of Goldsboro and Washington. State of North Carolina representatives include the State of North Carolina Department of Commerce, State of North Carolina Department of Agriculture and Consumer Services, State of North Carolina Department of Environmental and Natural Resources, State of North Carolina Department of Transportation, and the Governor's Military Affairs Advisor. The Non-Governmental Organizations represented include the North Carolina League of Municipalities and North Carolina Association of County



Commissioners. Federal agency representatives include Seymour Johnson Air Force Base and U.S. Fish & Wildlife Alligator River National Wildlife Refuge.

B. Voting Member. To become a voting entity of the Joint Land Use Study Policy Committee, the governing body of the member local jurisdiction must pass a resolution supporting the Joint Land Use Study process and assign representatives to the Joint Land Use Study Policy Committee. Each voting entity shall be allotted one vote on all matters of the Joint Land Use Study Policy Committee.

C. Ex-Officio Member. Non-voting Ex-Officio members of the Joint Land Use Study Policy Committee shall include U.S. Fish & Wildlife Alligator River National Wildlife Refuge, Seymour Johnson Air Force Base, and State or Federal elected officials.

D. Appointees. Voting representatives of voting entities shall be appointed by and serve at the pleasure of their county commissioners and city councils. City councils and the commissioners may appoint members from their jurisdiction, including elected officials and/or lead staff representatives to serve on the Joint Land Use Study Policy Committee. Members may appoint or delegate alternates to attend meetings for which they are not available and to vote in their place. Delegate appointments shall be provided in writing to the Secretary and the Joint Land Use Study Project Manager prior to the start of the meeting.

E. Standards of Conduct. Joint Land Use Study Policy Committee members (voting and non-voting) shall not:

1. appear before the Joint Land Use Study Policy Committee while acting as an advocate for any other person, group, or business entity;
2. knowingly use their position on the Joint Land Use Study Policy Committee for their own private gain, or for the financial gain of their business;
3. engage in debate or vote on matters affecting a person, entity, or property in which that individual has a conflict of interest; or
4. accept or solicit any gift or favor that would tend to influence that individual in the discharge of official duties.

F. Attendance. Records of attendance of Joint Land Use Study Policy Committee meetings shall be kept and presented as part of each meeting summary. Entities with members that have missed at least three consecutive meetings will be notified and the appointing bodies shall be asked to review the continued service of their representatives. Joint Land Use Study Policy Committee members may record an excused absence if it is made known to the Secretary prior to the beginning of the Committee meeting and it is related to the following: personal illness, family emergency, jury duty, business necessity, or fulfillment of obligation arising out of elected service. An excused absence will not be recorded as an absence.



G. Quorum. A majority of the actual voting membership of the committee [excluding vacant seats] shall constitute a quorum. A majority is more than half. The chair, vice chair, and secretary shall be considered a voting member of the committee in determining the number on which a majority is based and in counting the number of voting members present.

H. Officers. The Joint Land Use Study Policy Committee shall elect a Chair, Vice Chair, and Secretary. The Chair shall preside over meetings of the Joint Land Use Study Policy Committee. In the event that the Chair of the Joint Land Use Study Policy Committee cannot continue to serve at any time during the term of election, the Vice Chair shall automatically become the Chair. A vacancy in either the office of the Vice Chair or Secretary shall be filled by the Joint Land Use Study Policy Committee in the first meeting of the Committee after the vacancy becomes known. In the event that the offices of Chair, Vice Chair, and Secretary all become vacant, new officers shall be elected at the next regularly scheduled meeting of the Joint Land Use Study Policy Committee with nominations from the floor.

I. Meeting Schedule. The Joint Land Use Policy Committee shall hold at least one meeting bi-monthly, but shall meet as often as necessary for the purpose of transacting the business at hand. The Chair shall call the meeting and shall designate in the written notice of the meeting the business to be transacted or considered. Meetings shall be held on the third Thursday of the month at 2:00 p.m., or as designated by the Committee, and will be hosted on a rotating basis by the voting entities.

J. Open Meetings. Written notice of the meeting, accompanied by an agenda, shall be posted and mailed, e-mailed, or delivered at least 48 hours before prior to the meeting. The Joint Land Use Study Sponsor shall designate the place of meetings. All Joint Land Use Study Policy Committee meetings shall be held as open meetings as defined in North Carolina General Statutes chapter 143 Article 33C.

K. Meeting Summary. Summaries of the meetings shall be kept and shall be submitted to the members of the Joint Land Use Study Policy Committee for approval. Meeting summaries from the Joint Land Use Study Technical Committee will also be transmitted to the Joint Land Use Study Policy Committee.

ARTICLE 4 - INTENT. These Bylaws and Operating Procedures are intended to provide rules and procedures to assure the orderly function of the Seymour Johnson Air Force Base Joint Land Use Study.

ARTICLE 5 - ADOPTION. These Bylaws and Operating Procedures shall be in full force and effect at such time as they have been approved by two-thirds vote of the Joint Land Use Study Policy Committee at a meeting at which a quorum, as defined herein, is present.

ARTICLE 6 - REVISION. These Bylaws and Operating Procedures may be revised by approval of two-thirds of the members of the Joint Land Use Study Policy Committee at a meeting at which a quorum, as defined herein, is present. Changes in the Bylaws must be



presented at one regularly scheduled meeting and voted on at a following regularly scheduled meeting. The Joint Land Use Study Policy Committee shall make no Bylaw change that has not been presented at a previous meeting. The Chair shall vote on Bylaw changes.

This document was prepared by the North Carolina Department of Commerce. The content reflects the views of North Carolina Department of Commerce and does not necessarily reflect the views of the Office of Economic Adjustment.



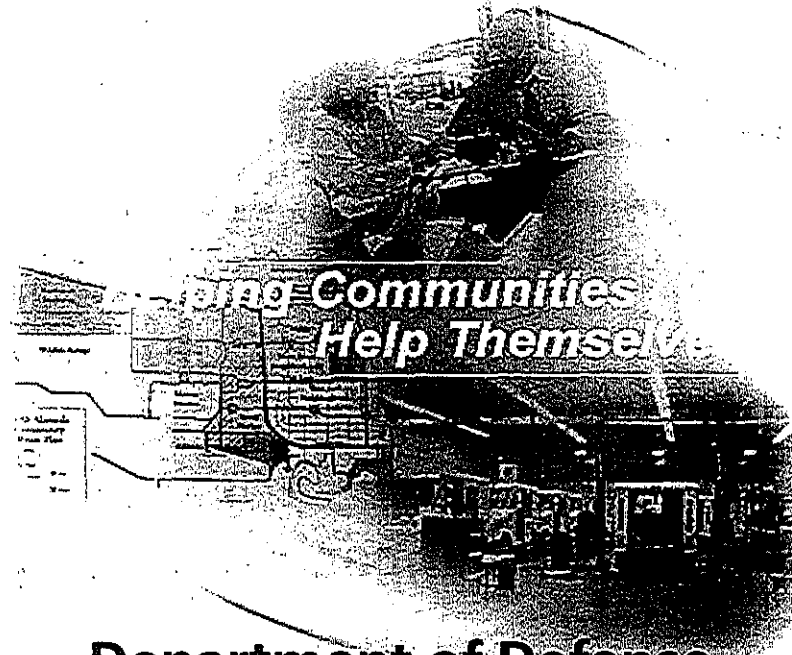
Duly adopted by the Seymour Johnson JLUS Policy Committee, this ___ day of _____,
2014.

Chair, JLUS Policy Committee

Vice-Chair, JLUS Policy Committee

ATTEST

Secretary, JLUS Policy Committee



**Department of Defense
Office of Economic Adjustment
Compatible Use Program**

Joint Land Use Study

***A Tool to Promote Compatible Use
and
Military Mission Sustainment***



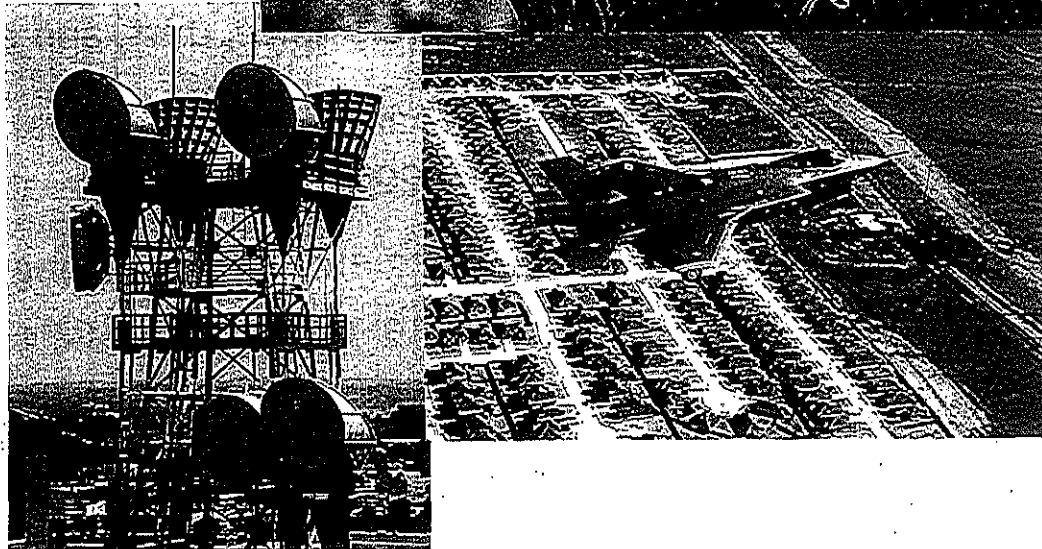
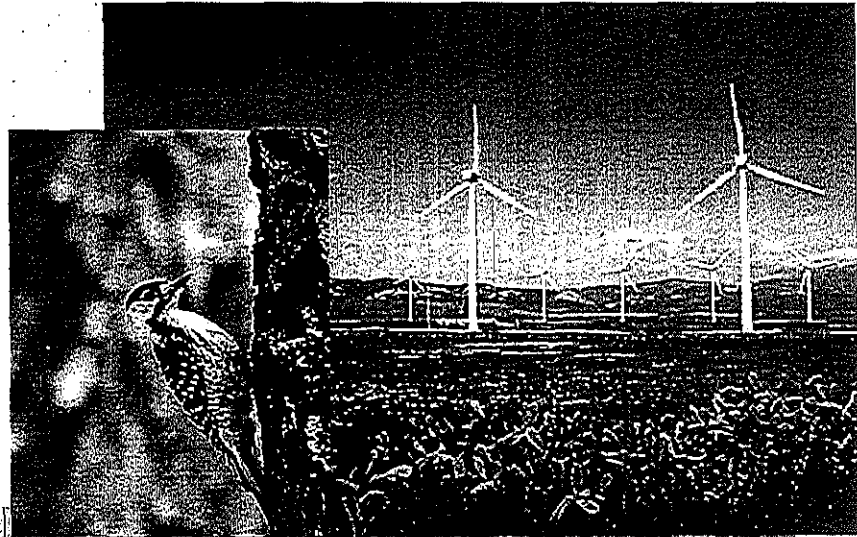
Presentation Overview

- Need for Collaboration to Promote Compatible Use and Military Mission Sustainment
- Compatible Use Issues and Impact to Military Operations
- OEA Role in Assisting State and Local Governments to Promote Compatible Use
- Joint Land Use Study as Tool to Promote Compatible Use and Sustain the Military Mission



Compatible Use Issues

- Air Space and Land Restrictions
- Airborne Noise
- Urban Growth
- Spectrum Encroachment
- Endangered Species/Critical Habitat
- Energy Compatibility and Availability
- Air Quality
- Water
- Cultural Resources
- UXO and Munitions
- Marine Resources
- Security
- Natural Factors and Climate





Collaboration Needed to Promote Compatible Use

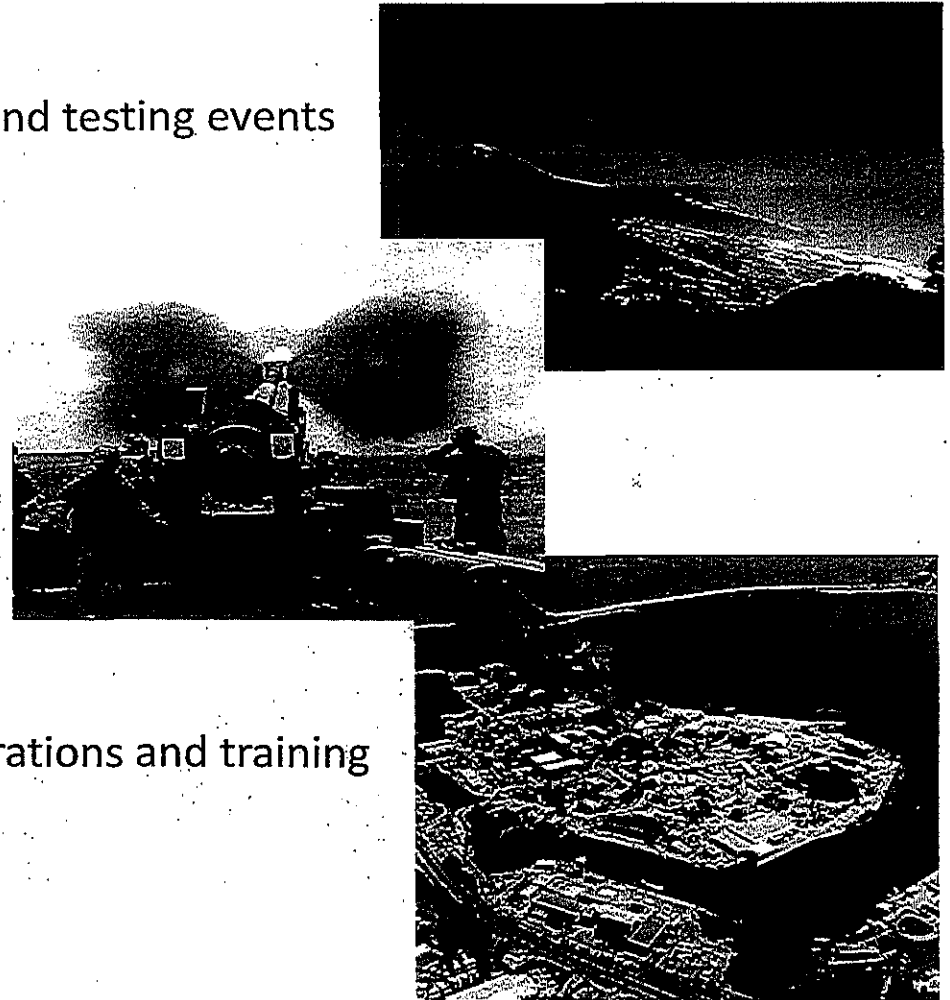
- Military installations, ranges, and military training routes play a vital role in national defense in support of military testing, training and base support operations.
- Military installations serve as major economic engines accounting for thousands of jobs and billions in economic activity
- Pressures from incompatible civilian development can create restrictions on use of installations, ranges and training corridors.
- Incompatible civilian development can also threaten public safety, exposing population to artillery fire, aircraft noise, dust, and even accidents.
- State and local governments share, with the federal government, inherent responsibilities to support national defense.¹
- Need for state and local governments to play strong role in supporting DoD missions.¹

¹ *Strengthening National Defense: Countering Encroachment through Military-Community Collaboration*, National Academy of Public Administration, September 2009



Impacts to Training and Operations

- Reduces usage days
- Prohibits certain operational, training and testing events
- Reduces range access
- Segments training and reduces realism
- Limits new technologies
- Restricts flight altitudes
- Inhibits new tactics development
- Reduces live fire proficiency
- Complicates night and all weather operations and training
- Increases personnel tempo
- Increases costs or risks





Shared Compatibility Issues





DoD Policy to Support State and Local Governments to Promote Compatible Use

- DoD shall take the leadership role in assisting State and local governments in preventing the encroachment of civilian communities from impairing the operational utility of military installations.¹
- It is DoD policy to work toward achieving compatibility between military installations and neighboring civilian communities by a joint compatible land use planning and control process conducted by the local community in cooperation with the local military installation.²

¹DoD Instruction 5410.12, "Economic Adjustment Assistance to Defense-Impacted Communities," reissued July 5, 2006

²DoD Instruction 3030.3, "Joint Land Use Study Program (JLUS)," July 13, 2004



OEA Mission Statement

- The Office of Economic Adjustment (OEA), in coordination with other resources of the Federal Government, will assist states and communities to:
 - Plan and carry out local adjustment strategies;
 - Engage the private sector in ventures to plan and undertake community economic development and base redevelopment; and
 - Work with the Military Departments in support of DoD's missions.

- Directs Defense Economic Adjustment Program on behalf of the Office of the Secretary of Defense and staffs the Economic Adjustment Committee

- Functions as an Independent Defense Field Activity to provide technical and financial assistance to eligible state and local governments



Defense Economic Adjustment Program

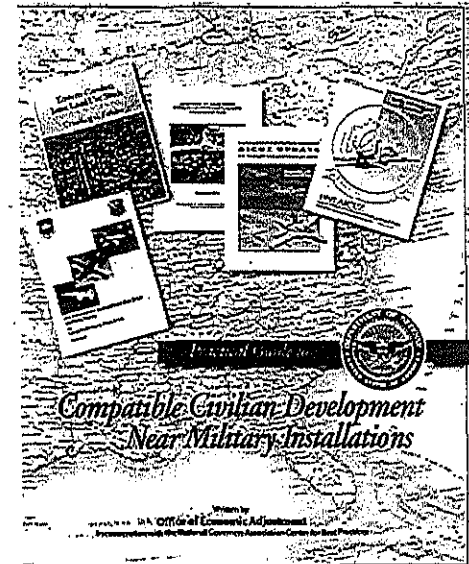
- OEA manages on behalf of the Office of the Secretary of Defense

- Program created to help state and local governments plan and carry out adjustment and diversification programs in response to major Defense actions, including:
 - Base closures or realignments
 - Base expansions
 - DoD Personnel reductions
 - Industry/contractor reductions
 - Operational/training impacts, civilian encroachment upon a military installation likely to impair continued operational utility of the installation



JLUS: Tool to Promote Compatible Development

- OEA provides **technical and financial assistance** to state and local governments to undertake a Joint Land Use Study (JLUS) and carry out the recommendations
- **Cooperative effort** between the Military and jurisdictions surrounding installations, ranges and/or military training corridors to plan and carry out strategies promoting compatible civilian development
- Initiated upon a **Military Department nomination**
- Military Department **technical data describing the military missions and operations** supports the study process
- Serves as **comprehensive strategic plan** with specific implementation actions to address and prevent incompatible civilian development that could impair the operational utility of military missions or impact available resources, i.e. air, land, water, and electromagnetic spectrum
- JLUS process **promotes open, continuous dialogue** between the Military, surrounding jurisdictions, and states to support long-term sustainability and operability of military missions

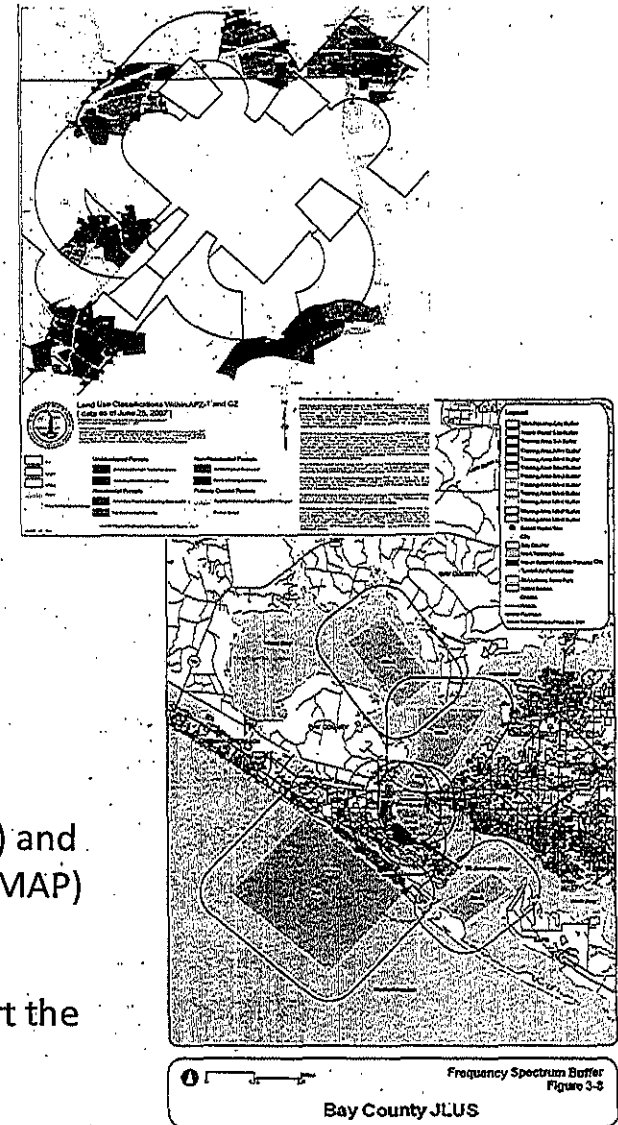




Military Operations Footprint Defines Study Area

- Air Installations Compatible Use Zones (AICUZ) Program
 - Clear Zone
 - Accident Potential Zones (APZ 1 and APZ 2)
 - Noise Contours
 - Land Use Compatibility Guidelines for Clear Zone and APZs
- Range Compatible Use Zones Program (RCUZ)
- Range Air Installations Compatible Use Zones Program (RAICUZ)
- Operational Noise Management Program
- Encroachment Action Plan (EAP), Encroachment Control Plan (ECP) and Installation Complex Encroachment Management Action Plan (ICEMAP)

Under these programs, the Military Departments develop technical information and maps indicating areas of military operations to support the JLUS planning process.





Integrating Conservation as a Land Use Alternative

- Community-driven JLUS planning process can support identification of parcels suitable for conservation partnering initiatives
 - Role of the Installation's Integrated Natural Resources Management Plan
 - DoD Conservation Partnering Authority
 - Congress authorized agreements in 2002 under 10 U.S.C. § 2684a
 - Readiness and Environmental Protection Integration (REPI)
www.repi.mil
 - Army Compatible Use Buffer (ACUB)
http://www.sustainability.army.mil/tools/programtools_acub.cfm
 - Provides funding to Military Departments to enter into agreements with private conservation organizations, State and local governments
 - Partners use DoD and other public and private sector funds to acquire property or property interests, i.e. conservation easements, from willing sellers to preserve critical buffers and habitat areas near installations and ranges
- * Early Coordination*



DoD Siting Clearinghouse: National Security and Renewable Energy

- Siting of wind turbines and solar towers can pose electromagnetic interference and flight safety hazards
- DoD Siting Clearinghouse created to facilitate siting of energy projects while protecting vital test, training and operational assets - <http://www.acq.osd.mil/dodsc/>
- 32 CFR Part 211 published to guide the energy siting review process
- Development of state regulations and local development ordinances can further facilitate siting of energy projects



JLUS: The Installation Role

- Recommend and support JLUS nomination
- Represent installation interests
- Coordinate updates and integrate Military Department studies to define the military mission footprint
- Provide leadership, guidance, and technical support to the JLUS Policy Committee and Technical Advisory Committees
- Provide data and information to study
- Installation Commander, or designated senior leader, participates on JLUS Policy Committee as Ex-Officio member
- Provide comments on study drafts



JLUS: The Community Role

- Sponsor the JLUS effort
- Administer the OEA grant
- Fund its part of the JLUS effort (10% non-Federal match)
- Provide staff time & expertise
- Provide the leadership to complete JLUS
- Ensure broad based community input and participation
- Engage diverse group of stakeholders
- Provide public information
- Identify issues and opportunities
- Resolve issues
- Implement JLUS recommendations
 - Seek and coordinate Federal, State, local and private resources

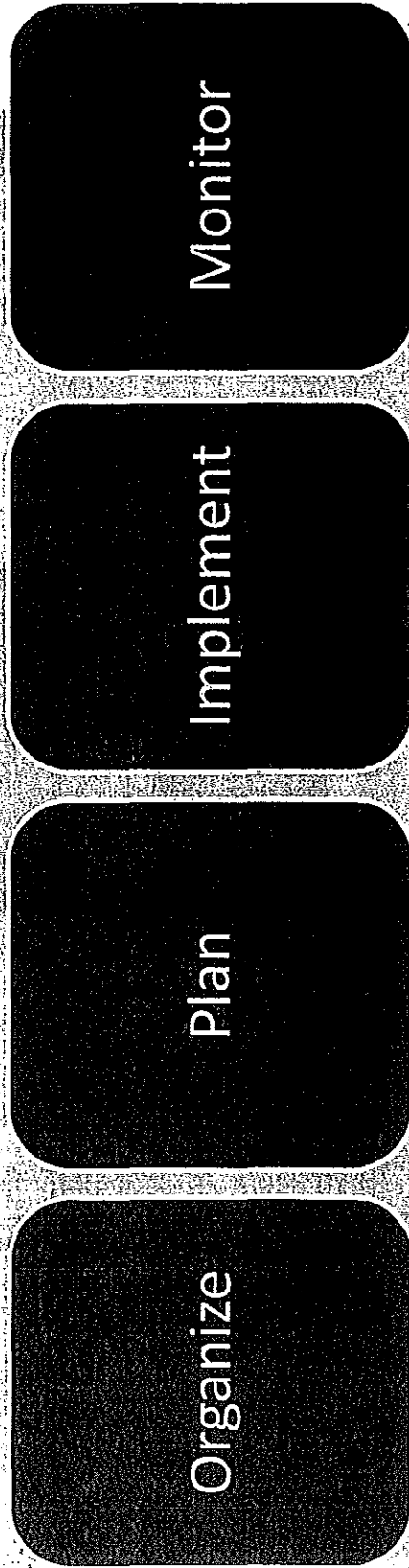


JLUS: OEA Role

- Confirm need for JLUS
- Provide guidance to initiate, conduct and complete a community-driven JLUS
- Provide technical assistance to the local jurisdiction and installation
- Provide funding assistance to the local jurisdiction to prepare a JLUS and implement recommendations
- Facilitate communications between the local jurisdiction and the installation



JLUS Planning Process



Continuous Dialogue and Sharing of Information



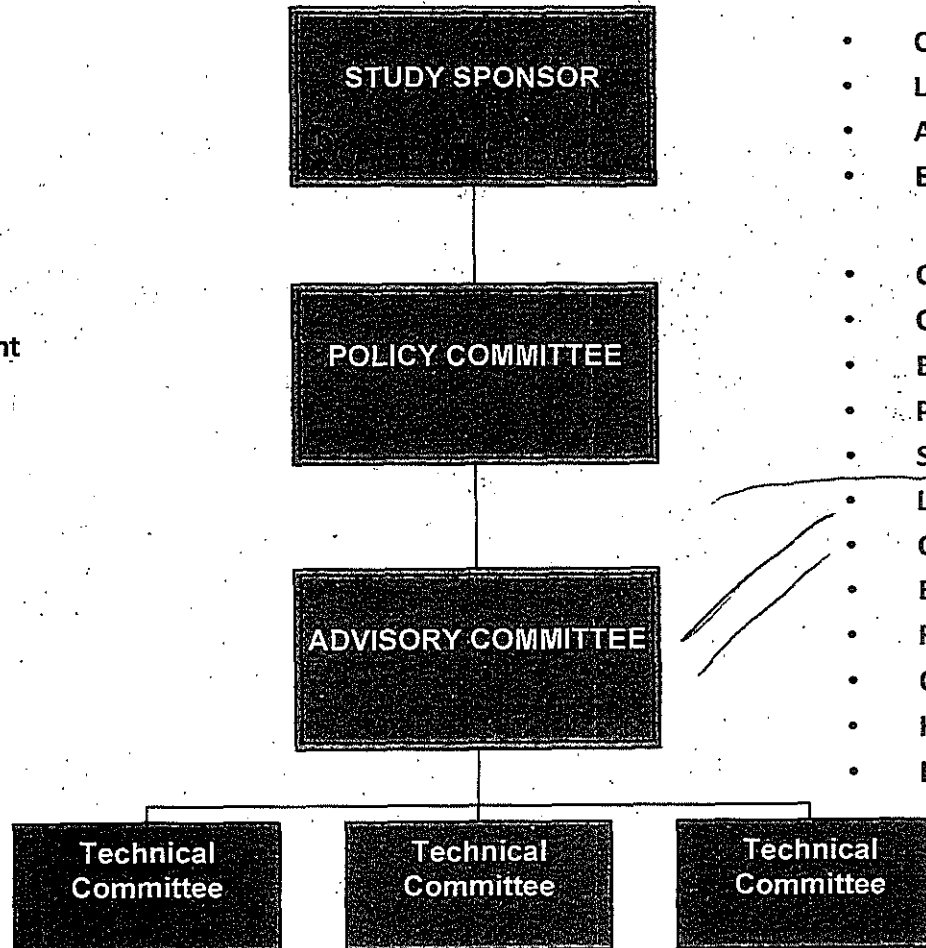
JLUS Organization

Responsibilities

- Control
- Coordination
- Accountability
- Grant Management

- Policy Direction
- Study Design/ Oversight
- Budget Approval
- Monitoring
- Report Adoption

- Technical Issues
- Alternatives
- Report Development
- Recommendations



Participants

- Council of Government
- Local or State Government
- Airport Authority
- Economic Development Entity

- City Officials
- County Officials
- Base Leadership
- Private Sector Leaders
- State Officials

- Local and Base Planners
- Community Staff
- Business Representatives
- Residents
- Conservation Organizations
- Homebuilders Association
- Board of Realtors



JLUS: Implementation Tools & Actions

- Establish Military Influence Area or Overlay District
- Small Area Plans
- Amend land use, zoning, subdivision, site plan and/or building code regulations (sound attenuation)
- Unified Development Ordinance
- Establish Joint Airport Zoning Board
- Real estate disclosure
- Modify Capital Improvement Plans
- Transfer/purchase of development rights
- Purchase aviation/conservation buffer easements
- Land acquisition/lease
- State legislation to support compatible development



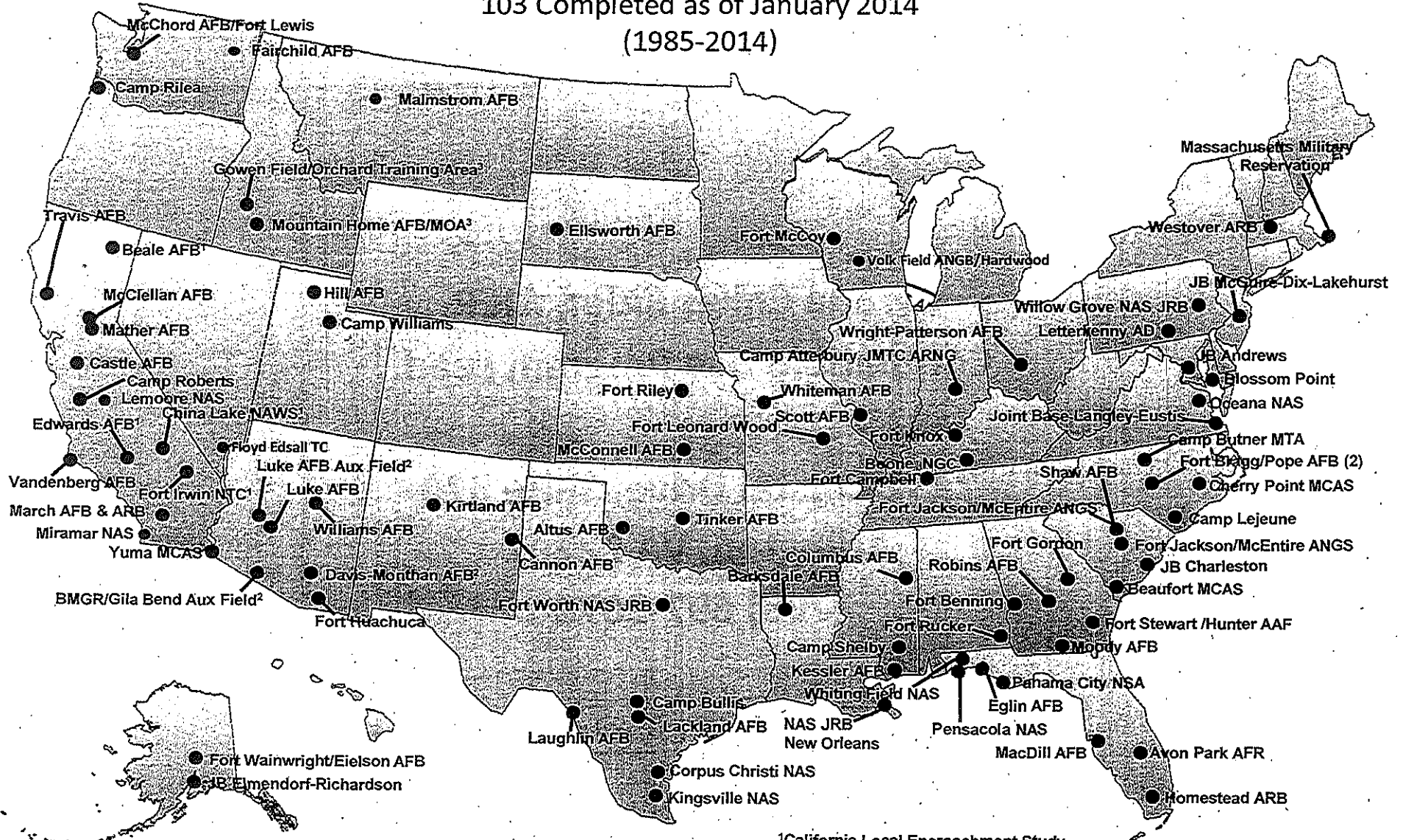
JLUS: Implementation Tools & Actions

- **Camp Rilea, OR**
 - Sub-Area Plan to address residential densities, access control, beach and trail management, water quality issues, and utility extensions
- **Eglin AFB, FL**
 - Northwest Florida Military Sustainability Partnership (13 local jurisdictions)
- **NAS Oceana, VA**
 - State legislation to expand real estate disclosure and noise level reduction standards
 - AICUZ Overlay Zoning Ordinance to incorporate compatibility criteria
 - City Acquisition Program to “roll back” incompatible development in Clear Zone and APZ 1
- **NAS Kingsville, TX**
 - Joint Airport Zoning Board expands development oversight beyond city limits
- **NSA Panama City, FL**
 - Identified Critical Parcels in Line of Site Corridors
 - Military Influence Overlay District Zoning Ordinance
 - Zoning Standards for Structures in Water
 - Frequency Ordinance for Parcels in Military Influence Areas
- **Malmstrom AFB, MT**
 - Seven County Region Red-Yellow-Green Map to Designate Appropriate Location for Tall Structures and Frequency Generating Facilities (wind turbines, transmission and cell towers)

Completed Joint Land Use Studies

103 Completed as of January 2014

(1985-2014)



¹California Local Encroachment Study
²Arizona Local Encroachment Study
³Idaho Local Encroachment Study
North Carolina State Outreach



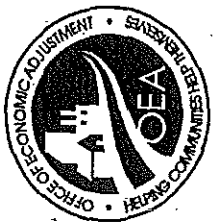
Contact Information

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www.oea.gov



Supplemental Slides



OEA Program Authorities for Compatible Use

- 10 USC § 2391(b)(1)
- Executive Order 12788, as amended, “Defense Economic Adjustment Program”
- DoD Directive 3030.01, “Office of Economic Adjustment (OEA)”
- DoD Directive 5410.12, “Economic Adjustment Assistance to Defense-Impacted Communities”
- DoD Instruction 3030.3, “Joint Land Use Study Program (JLUS)”



10 USC § 2391(b)(1)

Military Base Reuse Studies and Community Planning Assistance

(b) Adjustment and Diversification Assistance –

(1) The Secretary of Defense may make grants, conclude cooperative agreements, and supplement funds available under Federal programs administered by agencies other than the Department of Defense in order to assist State and local governments in planning community adjustments and economic diversification required

(D) by the **encroachment of a civilian community on a military installation,**

if the Secretary determines that an action described in clause (D) is likely to have a direct and significantly adverse consequence on the affected community or, in the case of an action described in clause (D), if the **Secretary determines that the encroachment of the civilian community is likely to impair the continued operational utility of the military installation.**

(4)

(A) In the case of a State or local government eligible for assistance under paragraph (1), the Secretary of Defense may also make grants, conclude cooperative agreements, and supplement other Federal funds in order to assist the State or local government to carry out a community adjustment and economic diversification program (including State industrial extension or modernization efforts to facilitate the economic diversification of defense contractors and subcontractors) in addition to planning such a program.

(B) The Secretary shall establish criteria for the selection of community adjustment and economic diversification programs to receive assistance under subparagraph (A). Such criteria shall include a requirement that the State or local government agree – (i) to provide not less than 10 percent of the funding for the program from non-Federal sources

Title 10 USC § 2687(e)(1) defines military installation as a base, camp, post, station, base, yard, center, homeport facility for any ship, or other Activity under the jurisdiction of the Department of Defense, including any leased space facility

Title 10 USC § 2391 – The term “military installation” means any camp, post, station, base, yard, or other installation under the jurisdiction of a Military department that is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, or Guam.



DoD Definitions: Incompatible Development

- Incompatible civilian development defined as land use activity and civilian development activity that adversely affects the utility or training and readiness missions of a military installation.¹
- Encroachment defined as external influences threatening or constraining range and operating area activities required for force readiness and weapons research development testing and evaluation. It can include, but is not limited to, endangered species and critical habitat, unexploded ordnance and munitions, electronic frequency spectrum, maritime, airspace restrictions, air quality, airborne noise, and urban growth.²

¹DoD Instruction 3030.3, Joint Land Use Study Program

²DoD Directive 3200.15, Sustainment of Ranges and Operating Areas

TMA Audit History

Audit History

Equalization of the tax base means that local programs receive the funding necessary for their success, without creating new taxes. The chart illustrates both TMA's experience and effectiveness in audit performance, as well as the benefit generated for local programs. Our audit experience is an accumulated total from over thirty-four years in business across eighteen states and more than 500 clients.

State	Completed Audits	Discovery Percentage	Discovered Value
ALABAMA	3,330	38%	\$2,056,316,034
ARIZONA	3	66%	\$65,809,078
CALIFORNIA	118	55%	\$76,999,399
CONNECTICUT	3,542	48%	\$590,314,354
FLORIDA	426	60%	\$451,712,917
GEORGIA	11,378	40%	\$3,461,888,610
INDIANA	29,727	30%	\$1,892,112,163
KENTUCKY	167	86%	\$1,590,630,116
MICHIGAN	13,070	42%	\$3,999,567,120
MISSISSIPPI	24	62%	\$46,300,353
NEVADA	100	73%	\$56,005,133
NORTH CAROLINA	49,423	31%	\$17,095,108,301
OKLAHOMA	2	100%	\$10,000,001
TENNESSEE	52,213	42%	\$7,132,848,638
Totals	163,523	37%	\$38,525,612,217

TMA Audit History

For the past 12 years, Williamson County has utilized the services of TMA for our personal property audits. We've always found TMA to be a very professional organization. Not only are they courteous with our staff, but also with the residents of our county.

*Dennis R. Anglin
Williamson Co., TN
Property Assessor*

County Tax Services, Inc. Audit Results

Harnett County:

Discovery % - 63%

Number of audits conducted – 209

Cost of audit program based on flat fee compensation - \$166,600

Total discovered assessed value - \$128,358,823

Tax rate - .725

Total additional taxes - \$930,600

Total taxes plus penalty - \$1, 256,310

Net return on investment – \$6.54 for each dollar spent

Chowan County:

Discovery % - 63%

Number of audits conducted – 188

Cost of audit program based on flat fee compensation - \$138,900

Total discovered assessed value - \$67,587,911

Tax rate - .6850

Total additional taxes - \$462,977

Total taxes plus penalty - \$625,020

Net return on investment - \$3.50 for each dollar spent

Gates County:

Discovery % - 73%

Number of audits conducted – 75

Cost of audit program based on flat fee compensation - \$49,800

Total discovered assessed value - \$31,364,365

Tax rate - .64

Total additional taxes - \$200,730

Total taxes plus penalty - \$271,000

Net return on investment - \$4.44 for each dollar spent

Hertford County:

Discovery % - 54%

Number of audits conducted – 39

Cost of audit program based on flat fee compensation - \$60,200

Total discovered assessed value - \$27,085,462

Tax rate - .84

Total additional taxes - \$227,520

Total taxes plus penalty - \$307,150

Net return on investment - \$4.10 for each dollar spent

CTSI Audit Program Presentation: Bertie County Commissioners Meeting

County Tax Services, Inc or CTSI was established in 1999 to provide North Carolina counties with services that would assist them in carrying out their statutory duties and responsibilities. These duties are outlined in the "Machinery Act of North Carolina" which delineates the responsibilities of the county tax officials. Under "Powers and Duties of the Assessor" (105-296) in the Machinery Act, the assessor is required to list and assess all property in the county in accordance with applicable law.

As a part of this requirement the assessor is to use all reasonable power to accomplish this goal in order to assure that all property is listed, assessed and appraised at its fair market value and to ensure that equity is achieved. It is vitally important that equity be achieved to be certain that no segment of your population pays more or less than his or her fair share of the tax burden. To accomplish this goal the assessor is directed to establish a regular auditing program of "present use value" applications and "exemption and exclusion" applications. The Machinery Act under the "Employments of Experts" (105-299) provides for the counties to contract with companies like CTSI to assist them with these and other auditing duties and to provide the expertise that may not be available on the county staff.

The Machinery Act requires the county to periodically conduct a reappraisal of all real property in the county. To ensure that all real property is identified, assessed and appraised at fair market value as required by law the assessor commonly contracts out a portion or the entire reappraisal process to a firm with expertise in this field. The required reappraisal of real property is conducted primarily to ensure equity. That is especially true today as real property values are not increasing significantly and are often decreasing in certain areas of a county. While the final result of a reappraisal may not produce a significant increase in the real property tax base it does ensure that all segments of the population are treated equitably.

The counties have also historically utilized experts to assist with the listing, appraising and assessing of licensed motor vehicles and this program has ensured equity as all similar motor vehicles have been assessed in the same manner.

The listing of business personal property has historically been on a voluntary system with no oversight by the county and as a result the listings have typically been fraught with errors. In counties that have no audit program you will often see many listings where the taxpayer writes in "Same as last year" or you will see where the taxpayer has not reported any additional investment in many years. Listings with "Same as last year", no additional investment year after year and cost numbers that always end in even numbers such as \$1,000, \$1,500 or \$50,000 are highly indicative of improper listings. The purpose of a business personal property audit program is to educate the taxpayers in the proper listing techniques and to create equity within the business community. As a result of this effort there is always a substantial enhancement of revenue from the resulting increase in the business personal property tax base. As with any tax schedule

(income tax or sales tax) the presence of an auditing program and the resulting possibility of being audited often keep the taxpayer aware of the necessity to list properly.

County Tax Services, Inc. has performed more than 5,500 business personal property audits as well as hundreds of gross receipts audits for 26 different counties. CTSI audits have added approximately five billion dollars in additional county tax base.

We have a very favorable discovery rate that ranges from a low of 45% (only 22 audits conducted to date in that county) and a high of 100% (contracted for only 1 audit in that county) with an average discovery rate of 69%. While the discovery rate has always been an important consideration regardless of the compensation basis it is vitally important now under a fee base program as the county must compensate the vendor for all discoveries as well as all no discoveries. Obviously the return on investment is better when the discoveries exceed the no discoveries.

CTSI has achieved and maintained the favorable discovery rate by requesting the taxpayers to provide our staff with financial documents as outlined in the Machinery Act under "Powers and duties of the assessor" (105-296) and by reviewing these documents to ensure that all owned assets have been reported. The staff ensures that all assets have been classified correctly by the taxpayer as misclassification of assets can result in significant discoveries. Such misclassifications can be where a taxpayer classifies computer operated machinery and equipment that generally has a ten year useful life as a computer which has a five year useful life. The difference in the useful life creates a significant variance in the appraised value. Another area that our staff pays particular attention to is the taxpayer's classification of items in their "Building Account". We often find that businesses will embed taxable business personal property in their building account and not list the items as business personal property. Examples of this are such items as cranes and crane ways inside manufacturing facilities, process piping that is there for the sole purpose of the trade, HVAC equipment that is necessary for the process and other such items. We are able to identify these situations by thoroughly reviewing the taxpayer's financial statements and by working very closely with the counties real estate department. We often have situations where the taxpayers building cost as shown on their depreciation schedule greatly exceeds the counties cost shown on their property record card for the structure. This indicates to us that there may be process related items included in the taxpayers building account while the county has of course not included these items as the county's schedule of values is for real property only. Through this sometimes tedious but necessary process the auditor often finds large amounts of process or trade related equipment that has never been listed as business personal property with the county.

While the primary focus of an audit program is to educate taxpayers and to create equity among taxpayers there is a cost for this program. As a result the county should look at the audit program as a business investment and strive to get the most favorable return on their investment that they can. We believe that our audit history will show that we can provide you with that return

CTSI has never audited any taxpayers in Bertie County and therefore has no actual historical data to use to project what the results of an audit program would be. We can however look at the historical data we have for the audits we've conducted over the past fifteen years in the other counties and provide estimated results for Bertie County. Projecting the results of an audit program for Bertie based on our experience in counties with similar demographics we determined that the average return on investment would approximate \$4.00 in return for every dollar spent on the program. This of course would be a very favorable return to the county.

I have also provided the county with actual results of our audit program for Chowan, Gates and Hertford Counties and believe they are indicative of what could be expected for a similar program in Bertie County. The return on investment for those counties is \$3.50, \$4.44 and \$4.10 respectively. I have also provided actual results of our audit program in Harnett County as that is the county that Manager Sauer was in prior to him coming to Bertie County and he was very familiar with the audit program in Harnett County. The return on investment per dollar spent was \$6.54 for Harnett County. The return for Harnett was higher due to the presence of a number of larger taxpayers whose audits resulted in very large discoveries.

The studies of the surrounding counties as well as the historical analysis of all the counties that CTSI has conducted audit programs in over the past fifteen years proves that there are significant equity issues within the business personal property community, a serious need for educating the taxpayers in the proper listing techniques and that the CTSI audit program will provide a much needed revenue enhancement.