

**NORTHAMPTON COUNTY
REGULAR SESSION
November 19, 2018**

Be It Remembered that the Board of Commissioners of Northampton County met on November 19, 2018 with the following present: Fannie Greene, Chester Deloatch, Geneva Faulkner, Charles Tyner and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar, and Komita Hendricks.

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to enter into Closed Session for G.S. 143-318.11 (a)(3), and G.S. 143-318.11 (a)(6) **Question Called: All present voting yes. Motion carried.**

A motion was made by Charles Tyner and seconded by Fannie Greene to adjourn the closed session. **Question Called: All present voting yes. Motion carried.**

Chairman Carter called the meeting to order.

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner requested to add Tab #10 for Closed Session G. S. 143-318.11 (a) (3). She also stated that tonight, she will be testing Facebook live. Chairman Carter called upon Commissioners for input. Commissioners had no changes.

Regular Session:

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments. Chairman Carter called for a moment of silence and invited everyone to participate in the Pledge of Allegiance.

Approval of Regular Session Minutes for November 5, 2018:

A motion was made by Chester Deloatch and seconded by Fannie Greene to approve the Regular Session Minutes for November 5, 2018. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for November 5, 2018:

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the Closed Session Minutes for November 5, 2018. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for November 19, 2018:

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the agenda for November 19, 2018 with stated changes. **Question Called: All present voting yes. Motion carried.**

Public Hearing- Northampton County Revolving Loan Fund Program and Loan Application South Dominion, LLC:

Chairman Carter recessed regular session to declare a Public Hearing.

Mr. Scott McKellar, County Attorney, appeared before the Board for a Public Hearing for the purpose of receiving and considering comments related to proposed revisions to the Northampton County Revolving Loan Program.

Mr. McKellar elaborated that the intent of the program is to facilitate/assist private enterprise in the creation of jobs. The private enterprise is creating the jobs, and the County is supporting that job creation. County funds in this loan program are used in collaboration with owner equity or other financing traditional commercial lending to spur the development of new enterprise in Northampton County.

Chairman Carter asked if anyone in the audience had a question/comment.

None were heard.

Chairman Carter asked if the Board had any question/comment.

None were heard.

Chairman Carter recessed the Public Hearing to resume regular session.

A motion was made by Fannie Greene and seconded by Chester Deloatch to table this manner until the next commissioner meeting. **Question Called:** yes (Fannie Greene, Chester Deloatch, and Robert Carter) No (Geneva Faulkner and Charles Tyner). **Motion carried.**

Mr. McKellar suggested tabling the loan application also.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Northampton County Revolving Loan

Program Overview

The Northampton County Revolving Loan Program is an alternative lending source to support private businesses in the creation of new employment opportunities and the retention of existing jobs within the County. The program is designed to fill a specific financing gap in enabling private business development to occur within the County that otherwise would not occur, or that would experience hardship without loan assistance from the RLF Program. Subject to the availability of funds, participation in the RLF Program is open to any business meeting the program requirements and the underwriting standards established by the County.

Prospective program participants are encouraged to read the RLF Program guideline document following this cover page; develop a complete business plan including a pro forma; secure business and/or personal tax returns (as applicable) for the most recent two (2) years; financial statements for the most recent ninety (90) days; and contact the Northampton County Economic Development Commission at the address shown below for further information.

Please also see the attached checklist of documents needed to apply for a small business loan under the RLF Program.

Northampton County Economic Development Commission
9495 NC 305 N.
Post Office Box 685
Jackson, North Carolina 27845
Telephone: (252) 534-1092

CHECKLIST OF BASIC ITEMS NEEDED TO APPLY FOR A SMALL BUSINESS LOAN

1. Basic Business Plan for new and existing business including the following: *
 - Business Concept, Products and/or Services
 - Owners and Key Management Personnel
 - Market Analysis and Summary
 - Opportunities and Assumptions
 - Challenges and Risks
 - Goals and Objectives
 - Financial Plans and Pro Forma
2. Personal Tax Returns for most recent 2 years
3. Business Tax Return for most recent 2 years for existing business
4. Current year financial statements within the last 90 days for existing business
5. Projected monthly, two-year, cash flow statement for new and existing businesses
6. Business notes payable and receivable for existing business
7. Resume of key management and owners
8. Copy of most current personal credit report (available on-line)
9. List of assets to be used for collateral to secure the loan
10. Commitment letter for funding from a bank if available
11. Commitment letter from the borrower of personal financial contribution to the business

Note: For loans involving the acquisition of an existing business, please try to obtain from the previous owner their financial information documenting performance of the business (monthly cash flow charts and profit and loss statements). Two to three years of records will be of great help in evaluating the potential success or failure of the venture.

* The North Carolina Community College's Small Business Centers provide a valuable source of information and assistance in developing a good business plan which is essential in securing financing.

Jerry Edmonds III is the Small Business Center Director at Halifax Community College and can be reached at 252-536-7274, jedmonds080@halifaxcc.edu

Dan Joyner is the Small Business Center Director at Roanoke-Chowan Community College and can be reached at 252-862-1279, wjoyner4307@roanokechowan.edu

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**NORTHAMPTON COUNTY
ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND PROGRAM**

The Board of Commissioners of Northampton County, North Carolina ("Board of Commissioners"), hereby establish a Revolving Loan Fund Program ("RLF" or "RLF Program") in accordance with the provisions of Section 153A-376 of the North Carolina General Statutes, which authorizes Northampton County, North Carolina ("County") to engage in, to accept Federal and State grants and loans for, and to appropriate and expend funds for community development programs and activities.

SECTION 1 – PURPOSE:

The purposes of the RLF Program are as follows:

- (A) The creation of new job opportunities and the retention of existing jobs within the County for persons of low and moderate income;
- (B) To further new business development and expansion of existing businesses within the County; and
- (C) To enable private business development to occur within the County that would not occur or that would experience hardship without loan assistance from the RLF Program.

Applicants and projects must meet the purpose of Subsection A above and at least one, but not necessarily both, of the other purposes above in order for the applicant/project to qualify for consideration for participation in the RLF Program.

The RLF Program shall be administered by the County Finance Department with support provided by the County Economic Development Commission or other County staff as may be necessary and appropriate.

SECTION 2 – RLF REVENUES:

The RLF shall be funded from grant funds received for the purpose of establishing, sustaining and expanding a revolving loan fund, from interest earned on unspent RLF money, and other sources as may be identified and approved by the Board of Commissioners. No loan may be made unless there exist sufficient funds in the RLF Program to fund the loan.

SECTION 3 – ELIGIBLE APPLICANTS:

All RLF funded activities must be eligible activities permitted under Title I of the Housing and Community Development Act of 1974, as amended. The minimum Standards of Eligibility are listed below. The meeting of these standards will enable the business to apply but in no way is this a guarantee of a loan from the program. Where there exists competition for funds, loan(s) will be selected according to the selection criteria. Also, all loan applicants must satisfy the credit underwriting criteria. All loans are subject to review and approval by the Board of Commissioners. The County is not obligated to make any particular loan. Since no policy can be written to cover any unforeseen circumstances, the Board of Commissioners reserve the right to reject any loan for any reason whatsoever, regardless of meeting any or all criteria listed herein, so long as the rejection is consistent with U.S. Department of Housing and Urban Development ("HUD") regulations and other laws.

The minimum requirements to be an eligible RLF Program applicant are as follows:

- (A) The project must be located within the County.
- (B) The project must be a private development project creating and/or retaining at least three (3) new permanent full-time jobs. Temporary jobs (e.g., construction) shall not qualify. All references in this policy to jobs created or retained shall mean permanent

full-time jobs. A full-time job means a job employing an individual at the rate of thirty (30) hours or more per week or consecutive seven (7) day period.

- (C) At least 51% of the new permanent jobs created or existing jobs retained by the project must be provided to low and moderate income persons. A low and moderate income person is defined as a person who is a member of a family whose total gross income does not exceed 80% of the median family income for the respective family size as established from time to time for the County and as published by HUD. The date when the person's income is determined is the date when the person submits an application for employment. (In the case of job retention projects, income shall be the gross income of families to which employees belong at the time of the RLF application.) A family is defined as one or more related persons living in the same household. Documentation of income shall be accomplished by a survey of employees to be completed by the employee(s) without requiring earnings and/or income tax records or other evidence.
- (D) Job retention projects will only be considered if an applicant clearly demonstrates that jobs will be lost without participation in the RLF Program and the applicant has set a schedule for layoffs. However, for projects involving the expansion of an existing business, the number of existing full-time jobs may be combined with the number of new jobs to be created in determining the amount of RLF funds for which an applicant may be eligible.
- (E) The amount of RLF loan requested must be reasonable and shall account for no more than 75% of total project capital costs unless the loan is made to in whole or part to restructure owner equity to be reinvested as working capital in a project. In such
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instances, RLF loans may not exceed 50% of the owner's equity in the real property securing the loan.

(F) The project must be in conformance with local, state and federal laws. The applicant should be able to demonstrate that all required permits can be obtained (e.g., compliance with zoning ordinance and building codes).

(G) The applicant must be a corporation in good standing and eligible to do business in the State of North Carolina, a partnership of the same qualifications or a sole proprietorship. The applicant and the beneficiary recipient of the award may be related business entities and have subsidiary, fiduciary (holding-company), reporting and/or other financial relationships that may individually or mutually guarantee and secure the performance of another related business entity as a part of this RLF Program.

(H) Loans may be made for buildings (and improvements thereto) or capital equipment, inventory, and related development and operational costs. Loans may be made to restructure owner equity to be reinvested as working capital in a project. In such instances, RLF loans may not exceed 50% of the owner's equity in the real property securing the loan.

(I) RLF loans may not be used for refinancing existing commercial debt (loans) and may not be made for development of commercial property to be leased except as the lease may be between related business entities as described in Part G, above.

(J) RLF loans must meet minimum thresholds of one (1) job created/retained per \$37,500 in RLF loans.

(K) RFL loans must satisfactorily meet the credit underwriting standards described herein.

SECTION 4 – LOAN EVALUATION AND SELECTION/APPROVAL CRITERIA:

Each loan shall be evaluated by the Board of Commissioners according to the criteria below. When two or more loans are competing for the same available funds, the one which better satisfies the criteria, in the sole discretion of the Board of Commissioners, shall be selected. The County, however, is not obligated to select or make any particular loan. Weight of each criterion shall be determined by the points assigned to each category. The maximum number of points is 120 (not counting bonus points). In cases where there is only one applicant the loan will be evaluated by the same criteria. Approval of applications with less than 50 points is discouraged. The criteria are as follows:

- (A) The applicant's equity is equal to or exceeds the amount of the RLF loan; or the RLF loan is 25% or less of the total amount of total project financing required (20 points).
 - (B) The amount of the RLF loan is 50% or less of the value of the real property securing the loan (20 points).
 - (C) The total number of full time permanent jobs created or retained (5 – 20 points):
 - (1) 3-5 jobs (5 points);
 - (2) 6-10 jobs (10 points);
 - (3) 11-20 jobs (15 points);
 - (4) More than 20 jobs (20 points plus 1 bonus point for each 3 additional jobs up to 50).
 - (D) The applicant is an existing business in the County with 3 or more employees and the project will result in the creation of 3 or more new full-time jobs (10 points).
 - (E) The applicant's current business financial information demonstrates a positive cash-flow and the ability to service the loan through current income/revenue (15 points).
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(F) Benefit to Low and Moderate Income - The percent of new jobs being created or existing jobs retained are for persons of low and moderate income (3 – 10 points):

- (1) 51% to 55% (3 points);
- (2) 56% to 63% (6 points);
- (3) 64% & greater (10 points).

(G) The average wages for new jobs being created or existing jobs retained equal or exceed the County's average weekly wage (all industries) for the previous year as published by the State of North Carolina (15 points).

(H) The project will result in the re-use of an existing building located in the County that has been vacant for the previous six (6) months; or results in the re-use of an existing industrial brown-field property (10 points).

SECTION 5 – CREDIT UNDERWRITING STANDARDS:

No loan shall be made unless the Board of Commissioners determines, in its sole discretion, that the project and the owner(s) are acceptable credit risks. However, it is understood that projects applying under this program, by virtue of being appropriate for the RLF Program, may not be appropriate for financing to the extent needed by private sources. For this reason, underwriting practices for the RLF Program may differ somewhat from bank lending practices.

Upon request, the applicant shall submit documentation in support of the following minimum criteria to be used by the Board of Commissioners in determining the soundness of a loan:

- (A) Credit report of the company and related business entities (and/or owners/officers as appropriate).

- (B) Experience and past performance of the company (and/or owners/officers as appropriate) related to the project.
- (C) Project Pro-forma (showing project's loan debt service as proposed in the application).
- (D) Security for the loan.
- (E) Financial statements of the application and related business entities, if any, if party to the RLF loan application.
- (F) Whether or not there is any public benefit in the project.
- (G) Any other criteria the Board of Commissioners, in its sole discretion, deems to be relevant.

SECTION 6 – SECURITY FOR LOANS:

All loans will be secured by a Note and Deed of Trust on real property with the County listed as lien holder. In addition, if the proposed loan is for capital equipment, a security agreement and UCC Financing Statement shall also be filed. Documents shall be properly recorded. The County will be furnished with a proper Title Opinion. In addition, the County will be furnished with ALTA, Builder's All Risk, Flood Insurance and Hazard Insurance Certificates, if applicable, in favor of the County as lien holder. The County's lien may be subordinated to a private commercial loan made for the project. Any agreement to subordinate the County's lien shall be determined by the Board of Commissioners in its sole discretion and on a case-by-case basis.

SECTION 7 – LOAN FEE:

To recover part of the cost of the County of processing a loan, the applicant may be required to reimburse the County for any accounting expenses or legal fees incurred during the closing of the loan. These expenses may also be financed under the RLF loan. The County will not charge

a loan application fee. The accounting and legal fees will be documented in the County's record keeping procedure.

SECTION 8 – TERMS:

Due to the nature of the RLF Program, flexible loan terms are permitted to the degree needed by the project. Quarterly level payments of principal and interest on the unpaid balance beginning with the first quarter of the loan term and ending with the last quarter shall be considered the norm. Any deviation from the norm shall be justified by the applicant through the project proforma and other supporting documentation. The normal interest rate shall be the current Wall Street Journal prime rate in effect at the time the RLF loan is closed. There shall be no penalty for prepayment of the RLF loan principal and/or interest, in whole or part. Any deviation from these standards must be similarly justified. In order to have an adequate turn around on loan funds the following minimum criteria shall be followed except as noted below:

- (A) No loan shall be made for less than 50% of the prime rate.
- (B) Principal and interest payments shall not be deferred for a period greater than three (3) months.
- (C) Payments shall be made on or before the fifteenth (15th) day of the last month of each annual quarter. A grace period of seven (7) days may be permitted for receipt of payments. Upon failure to make payment beginning the eighth (8th) day the RLF loan the RLF recipient shall be determined to be in default of the RLF loan, and the whole of the balance of principal and interest due shall be determined to be immediately callable, unless other payment terms have been negotiated with and approved in writing by the County Finance Director.
- (D) Maximum term shall be five (5) years.

(E) Payments, noting the purpose of the payment, shall be made to:

Northampton County
Attn: Finance Director
Post Office Box 663
Jackson, NC 27845

SECTION 9 – LOAN APPLICATION PROCESSING:

Loan applications will be accepted at any time during normal County business hours at the Northampton County Economic Development Commission's Office located at 9495 NC Highway 305 North, Jackson, North Carolina. Approval or denial of loan applications may occur at any regular or special meeting of the Board of Commissioners; however, no approval/denial shall occur without the Board of Commissioners first holding a public hearing. The hearing shall be advertised at least once, the notice appearing in a newspaper having general circulation in the County and appearing at least seven (7) but not more than twenty-five (25) days before the date set for the hearing. A loan application package shall consist of a completed loan application, supporting documentation, any other documentation the County may determine to be necessary to satisfy the requirements and objective of the RLF Program.

The Board of Commissioners reserves the right to negotiate the interest rate and other loan terms if it deems it in its interest to do so to secure terms more favorable to the County.

The County Attorney shall coordinate the closing of each loan. The County Attorney shall review and/or prepare all loan documents prior to closing.

Loan Documents:

At or before closing, the following executed documents may be required for each loan:

(A) Completed loan application and supporting documentation;

(B) Documentation of the Board of Commissioners' approval of loan;

- (C) Evidence that other funds needed to complete the project, if any, have been provided and are currently available for project use;
- (D) Evidence that all state and local permits have been obtained;
- (E) Executed loan agreement between County and borrower (employment criteria, job created, LMI jobs created, and private investment commitments will be included in loan agreement) together with an amortization and payment schedule;
- (F) Promissory Note;
- (G) Deed of Trust;
- (H) Security agreement, UCC Financing Statement (if appropriate);
- (I) Personal guarantees;
- (J) Evidence that the borrower's officials and the County officials are authorized to execute the documents identified in Subparagraphs (E), (F), (G) and (H) above; and
- (K) Any other documents the County may deem appropriate in its sole discretion.

SECTION 10 – TECHNICAL ASSISTANCE:

The County may provide technical assistance to applicants and those interested in the RLF Program to further the purposes of the program, to determine that interested applicants are appropriate for the program, to market the program, and to assist applicants in completion of application and supporting documentation. This assistance will be provided by County staff and/or other County resources which will be available to any and all applicants if needed.

SECTION 11 – PROGRAM MARKETING:

The RLF Program will be marketed through the following mechanisms:

- (A) Notification to and individual contact with existing businesses in the County;
- (B) The County's website (www.northamptonnc.com); and

(C) Other means as the County may deem appropriate.

SECTION 13 – PUBLIC INSPECTIONS:

All procedures for making loans and the contents of the RLF Program will be available for inspection at the Northampton County Manager's Office. A public hearing on this RLF program, or any revisions thereto, will be held prior to final approval. The public will be notified of the RLF Program and availability of funds.

SECTION 14 – USE OF FUNDS:

The use of RLF funds shall be listed to the making of loans to private for profit business undertakings for capital investments in accordance with this policy, for closing costs not paid by applicants, and for annual payment to the County for the cost of administration of the RLF Program.

SECTION 15 – MINIMUM ACTIVITY AND ALTERNATIVE USE OF RLF FUNDS FOR ECONOMIC DEVELOPMENT:

The RLF Program is subject to withdrawal by the County if minimum activity does not occur. Minimum activity shall be determined by the Board of Commissioners at its sole discretion.

The County will, at its sole discretion, use funds in the RLF Program for public improvements that are necessary for a particular economic development project (e.g., water/sewer extensions to industrial plant). The improvements must be tied to the project and of capacity reasonably necessary for the project. The County will fund any difference in costs for which are improvements desired by the County but are over the capacity reasonably necessary for the project. There must exist a firm contractual commitment that a jobs-producing project will take place. The project must generate new jobs of which at least 51% will be low and moderate persons (to be included in contractual commitment). No more than \$10,000 in RLF funds will be spent on such

project per new job created. Improvements serving vacant industrial land or vacant building for purely speculative purposes will not be funded.

Prior to approving a project under this Section, the Board of Commissioners shall make the following findings and such findings shall be appropriately documented:

- (A) The project meets the intent and satisfies the requirements of this section;
- (B) The developer of the project cannot finance the needed facilities;
- (C) There are no other local funding resources to finance the project;
- (D) There are no other practicable alternatives to the project (e.g., onsite treatment of sewage); and
- (E) Information provided to the County demonstrates that the project will not/cannot take place within the County.

Prior to making decision to withdraw monies from the RLF Program, the County will undertake the following actions:

- (A) The general public will be notified by newspaper ads, posted notice in public places, etc.; and,
- (B) A public hearing will be scheduled and held to give public opportunity to have input into the program and the proposed withdrawal.

SECTION 16 – MONITORING OF DEVELOPMENT PROJECTS:

All RLF projects and loans will be monitored regularly by the County. During construction and initial hiring phases, the participant will submit quarterly reports on expenditures, project progress, and employment (e.g., LMI, Minorities, Females, etc.). After construction and initial hiring is completed, annual reports will be required. RLF recipients are required to submit to the County copies of the company's NCUI 101 reports on a quarterly basis, within forty-five (45) days

of the end of the reporting quarter. All hiring requirements shall be made a part of the loan agreement. Failure to hire at least 51% LMI may result in calling in the note if the deficiency is not remedied. The person initially hired for each job created shall be used in determining whether hiring goals have been/are being met. Failure to submit NCUI 101 reports as required may result in the loan being declared to be in default and the calling of the note.

SECTION 17 – DISBURSEMENTS:

For loans involving construction of facilities or structures, disbursements of RLF funds to participants shall be on the same basis as the leveraging ratio not including working capital. Funds will be placed in an escrow account at closing. Failure of the participant to invest private funds according to the participant's original RLF loan commitment will result in a reduction in the RLF loan commensurate with the leveraging ratio. Evidence of expenditures having been made or invoices due shall be required before any disbursement of RLF loan funds. For loans made for the purpose of acquisition of real property, capital equipment and or restructuring owner equity, RLF funds may be disbursed lump sum to participants as long as that disbursement is secured pursuant to Section 6 and other provisions of this document shown above. Failure of the participant to invest private funds according to the participant's original RLF loan commitment will result in a reduction in the RLF loan commensurate with the leveraging ratio. No interest shall be charged of participants of funds placed in escrow; however, all interest earned by the escrow account shall revert to the County's RLF Program.

SECTION 18 – AMENDMENTS:

The RLF Program policy set forth herein may be amended by the County from time to time. The following procedures will be followed for amendments:

- (A) Public notice of public hearing and nature of amendment;

(B) Public hearing on amendment; and

(C) Adoption of amendment.

SECTION 19 – ADOPTION:

ADOPTED AS AMENDED, THIS THE 19TH DAY OF NOVEMBER, 2018, BY THE
NORTHAMPTON COUNTY BOARD OF COMMISSIONERS.

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On Target Preparedness, LLC:

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of the On Target Preparedness, LLC contract with the Health Department.

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the proposed contract between Northampton County Health Department and On Target Preparedness, LLC for the purpose of providing planning and training response to bioterrorism or pandemic events. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: November 19, 2018
RE: On Target Preparedness, LLC Contract

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the On Target Preparedness, LLC contract the Health Department.

FACTS:

1. In collaboration with the Health Department, the contractor will engage an advisory committee composed of representatives from partner agencies to provide advice and risk indicator information during the JRA process.
2. The contractor shall collect baseline health preparedness dataset for the county and review jurisdictional planning documents to inform the JRA (Jurisdictional Risk Assessment) process.
3. The contractor shall conduct a comprehensive assessment of Northampton County's Health Preparedness Capability functions, grading each capability from no ability/capability to full ability/capability with input from the advisory committee.
4. The contractor shall conduct hazard identification and ranking using county specific data, as well as feedback from the advisory committee.
5. For each hazard, assess the status of County's access to resources/assets needed to mitigate/respond to a given hazard, grading resources from partially in-place to mostly in-place.
6. Assess hazard impact, including an analysis of how the hazards will affect the health of Northampton County residents and the services and infrastructures of the County's health and public health systems.
7. Assess residual risk for each hazard, where hazard probability is weighed against the County's preparedness and existing resources.
8. Recommend mitigation steps to be undertaken by the Health Department.
9. Recommend community mitigation steps (i.e., what measures the County can take to decrease hazard impact).

10. Upon receipt and audit of detailed and certified statements of services, the department shall pay to contractor \$850.00 at the completion and submission of documents and invoice.
11. The proposed contract will be presented to the Board of Health at the November 13th meeting.
12. The proposed contract was sent to the county attorney for review.

DISCUSSION:

Northampton County Health is a public health agency obligated to plan for response to bioterrorism or pandemic events. The contractor warrants he has a certain expertise, training and experience that would assist the department in preparing and training. The contractor would engage an advisory committee composed of representatives from partner agencies to provide advice and risk indicator information during the JRA (Jurisdictional Risk Assessment) process. The department shall pay contractor \$850.00 at the completion and submission of documents and invoice. No county funding will be needed, as State Preparedness & Response funding along with Home Health funding will be used upon approval. The proposed contract was sent to Scott McKellar, County Attorney, for review.

RECOMMENDATIONS:

The Northampton County Health Department recommends that the Commissioners approve the proposed contract between Northampton County Health Department and On Target Preparedness, LLC, for the purpose of providing planning and training response to bioterrorism or pandemic events.

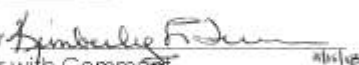
Respectfully submitted,



Andy Smith
Health Director

COORDINATION:

County Manager:

Concur 
Concur with Comment _____
Non-concur _____

Finance Director:

Concur _____
Concur with Comment _____
Non-concur _____

STATE OF NORTH CAROLINA)	
)	HEALTH DEPARTMENT PREPAREDNESS CONTRACT
COUNTY OF NORTHAMPTON)	FY 2019 CONTRACT
)	

THIS AGREEMENT is made and entered into by and between Northampton County, by and through its Northampton County Health Department, hereinafter referred to as the "**DEPARTMENT**," and On Target Preparedness, LLC, hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the **DEPARTMENT** is a public health agency obligated to plan for response to bioterrorism or pandemic events; and

WHEREAS, the **CONTRACTOR** represents and warrants that he has a certain expertise, training and experience that would assist the **DEPARTMENT** in preparing and planning.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is acknowledged, the parties agree as follows:

I. CONTRACTOR'S SCOPE OF WORK. The **CONTRACTOR** shall provide The following services to the **DEPARTMENT**:

- A. In collaboration with the Health Department, engage an advisory committee composed of representatives from partner agencies to provide advice and risk indicator information during the JRA process.
- B. Collect baseline health preparedness dataset for the county and review jurisdictional planning documents to inform the JRA process.
- C. With input from the advisory committee, conduct a comprehensive assessment of Northampton County's Health Preparedness Capability functions, grading each capability from no ability/capability to full ability/capability.
- D. Conduct hazard identification and ranking using county-specific data, as well as feedback from the advisory (e.g., hazards that the committee identifies as posing the greatest risk to the health and health systems in the county).
- E. For each hazard, assess the status of the County's access to resources/assets needed to mitigate/respond to a given hazard (including staff, volunteers, equipment, communication systems), grading resources from partially in-place to mostly in-place.
- F. Assess hazard impact, including an analysis of how the hazards will affect the health of Northampton County residents and the services and infrastructures of the County's health and public health systems
- G. Assess residual risk for each hazard, where hazard probability (likelihood and impact) is weighed against the County's preparedness and existing resources.
- H. Recommend mitigation steps to be undertaken by the Health Department.
- I. Recommend community mitigation steps (i.e., what measures the County can take to decrease hazard impact)

In order that **CONTRACTOR** can perform the above services, the **DEPARTMENT** will:

1. Provide access to all necessary information pertaining to administrative laws, standards, regulations, policies, and guidelines propagated by the **DEPARTMENT** and Northampton County so that **CONTRACTOR** will be properly informed of legal administrative procedures for the **DEPARTMENT**.
2. Provide the **DEPARTMENT'S** non-protected records, supplies, and equipment to enable the **CONTRACTOR** to fulfill his duties herein.

II. COMPENSATION. **CONTRACTOR** shall provide invoice with hours worked to **DEPARTMENT** by the 1st of each month. Upon receipt and audit of detailed and certified statements of services, the **DEPARTMENT** shall pay to the **CONTRACTOR** in the following manner: **DEPARTMENT** agrees to pay to **CONTRACTOR** \$850.00 at the completion and submission of documents and invoice. Invoice is due upon receipt and is considered late after thirty days of submission. After thirty days of submission, a late charge will be added of 5% per month or \$100.00, whichever is greater.

However, at all times at issue, **CONTRACTOR** shall be treated as an independent contractor and not as an employee of **DEPARTMENT** or Northampton County, the body politic.

III. TERM. The effective date of the contract is December 1, 2018, and will end on June 30, 2019 unless work is completed sooner.

IV. TERMINATION. Either party upon thirty (30) days written notice to the other may terminate this Contract. At the time of termination of this Contract, no further payment shall be due from the **DEPARTMENT**, other than for the time already worked, and no further services shall be due from **CONTRACTOR**. Notice should be sent to:

Mr. David Hesselmeyer
On Target Preparedness LLC
266 Braddock Drive
Lillington, N.C. 27546

Mr. Andy Smith
Northampton County Health Department
9495 NC 305
Jackson, N.C. 27845

V. AMENDMENT. This Contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

VI. ASSIGNMENTS. The **CONTRACTOR** shall not assign or transfer any interest in this contract nor assign any claims for money due or to become due under this Contract without prior written approval by the **DEPARTMENT**.

VII. SUBCONTRACTING. The **CONTRACTOR** shall not subcontract any portion of the services to be performed under this Contract without prior approval of the **DEPARTMENT**.

VIII. APPROPRIATIONS. The terms of this Contract are contingent upon sufficient appropriations and authorization being made either by the County of Northampton, State of North Carolina or Congress of the United States for the compensation for services rendered under this agreement. If sufficient appropriations or authorizations are not made, the **DEPARTMENT** may terminate this contract by sending written notice to the **CONTRACTOR** as pursuant to Section IV.

IX. CONFIDENTIALITY. Subject to any disclosure by the **DEPARTMENT** in accordance with the public records laws of North Carolina, any information given to or developed by the **CONTRACTOR**, or any assignees or subcontractors according to Paragraphs VI and VII above, in the performance of this Contract shall be confidential and shall not be made available to any individual, organization, or other entity by the **CONTRACTOR** without prior written approval of the **DEPARTMENT**.

X. BUSINESS ASSOCIATE CONSIDERATIONS UNDER HIPAA. The **CONTRACTOR** represents and warrants that he is not considered a business associate of the **DEPARTMENT** (as defined by the Health Insurance Portability Act of 1996) since workforce members are specifically excluded as business associates. The **CONTRACTOR** shall use protected health information in the course of his duties at the Northampton County Health Department only for the treatment of **DEPARTMENT** patients. However, only documents necessary to perform duties hereunder will be accessible to the **CONTRACTOR**. **CONTRACTOR** represents and warrants that he is trained on HIPAA and will follow **DEPARTMENT'S** policies on HIPAA and protected information.

XI. PRODUCT OF SERVICES. All materials developed by the **CONTRACTOR** under this Contract will become the property of the **DEPARTMENT**. However, the **CONTRACTOR** maintains rights to use such materials as the **CONTRACTOR** sees fit, so long as they do not contain protected or confidential information belonging to the **DEPARTMENT** or its patients. **DEPARTMENT** retains the right to review any such template before **CONTRACTOR** uses it in relation to any matter other than **DEPARTMENT** work; and if **DEPARTMENT** determines that such template contains proprietary or confidential information belonging to the **DEPARTMENT** or the patients, **CONTRACTOR** shall not use such templates until the proprietary or confidential information is eliminated therefrom.

XII. EQUAL OPPORTUNITY. The **CONTRACTOR** agrees to abide by all the Federal and State laws, rules, and regulations pertaining to equal employment opportunity. The **CONTRACTOR** agrees to assure that no person shall, on the grounds of race, color, national origin, sexual preference, age or handicap be excluded from employment with or participation in, or be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this agreement. If **CONTRACTOR** is found to be not in compliance with these requirements during the term of this agreement, the **CONTRACTOR** agrees to take appropriate steps to correct these deficiencies.

XIII. GOVERNING LAW. This Contract shall be governed by the laws of the State of North Carolina.

XIV. SITE OF VENUE AND JURISDICTION. Any action between the parties in relation to this Contract shall solely and exclusively be filed in the General Court of Justice in Northampton County, North Carolina, which shall have personal and subject matter jurisdiction of the same.

XV. IRAN DIVESTMENT ACT CERTIFICATION. As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. G.S. 143-6A-4. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

XVI. E-VERIFY. The **CONTRACTOR** shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the **CONTRACTOR** utilizes a subcontractor, the **CONTRACTOR** shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

XVII. ALL THE TERMS. This Contract contains all terms of the parties' agreement, and any prior discussions or negotiations are encompassed herein.

Notes to persons signing this form concerning IRAN DIVESTMENT ACT:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The Certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

ON TARGET PREPAREDNESS, LLC:

By: _____ (SEAL)
David Hesselmeyer, On Target Preparedness, LLC

DATE: _____

NORTHAMPTON COUNTY

By: _____ (SEAL)
Robert V. Carter, Chair, Board of Commissioners

DATE: _____

FINANCIAL REVIEW BY COUNTY OF NORTHAMPTON: This instrument has been pre-audited and approved in the manner required by the Local Government Finance Control Act.

By: _____ (SEAL)
Leslie Edwards, FINANCE OFFICER

DATE: _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR # 2859		On Target Preparedness, LLC	
		Address	266 Braddock Drive Lillington, NC 27546
		Contact	David Hesselmeyer
		1 Originals	0 Copies
CONTRACT #		Amount \$ 850.00	
New Contract Yes			
Renewal		Date originally approved by the Board of Commissioners	
Cost or Material Changes			
Original Contract sent to Contract Administrator		Date:	
Originating Department/Individual: Andy Smith, Health Director		Item or Service: Health Planning/Preparedness	
Department Involved: Health Department		Type of Contract: Contract	
Line Item Budgeted: 115178-519800 / 115154-519800		Period of Coverage: 12/1/2018 - 6/30/2019	
GRANTS			
Board approval for Application		Approved	Set
Board approval for Acceptance		Approved	Set
COUNTY ATTORNEY		Date Received: 11/2/2018	Date Approved: 11/13/2018
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 11/13, By Atty.		<i>John M. K...</i>	
FINANCE		Date Received:	Date Audited:
Non encumbered contract Yes No			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER <i>Kf2</i>		Date Received 11/15/18	Date Approved: 11/15/18
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:	Date Sent:	Date received:	
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action:		Date:	
		Initial:	

Wayne Roofing and Sheet Metal Company:

Mr. Kirk Rogers, Public Works Director, appeared before the Board to obtain approval of the roof replacement contract with Wayne Roofing and Sheet Metal Company for the Northampton County Courthouse.

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the contract with Wayne Roofing and Sheet Metal Company to install the metal roof and replace rotted wood decking, molding, and fascia for courthouse. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: Northampton County Board of Commissioners

From: Kirk Rogers, Public Works Director

Date: November 19, 2018

Reference: Contract-Wayne Roofing and Sheet Metal Company
Northampton County Courthouse

Purpose: The purpose of this decision paper is to obtain approval of the Board of Commissioners to contract the roof replacement with Wayne Roofing and Sheet Metal Company on the Northampton County Courthouse.

Facts:

1. Through an informal bid process the public works department received 4 informal bids for roof replacement.
2. The bids were received as follows:

a. Wayne Roofing and Sheet Metal Company	\$211,064.00
b. Triangle Roofing Services, Inc.	\$228,000.00
c. Gallaher Management Group, Inc.	\$267,500.00
d. Southern Metal Systems	\$300,000.00
3. New steel roof will have a 30 year warranty.
4. 200 feet of rotted molding, boxing, and fascia is budgeted for replacement.
5. \$2,000 is budgeted for contingency.
6. Mr. Reid Thomas, restoration specialist with the NC Dept of Cultural Resources, made recommendations to the project.

Discussion: Current roof is a tin metal roof and is showing signs of rusting. Boxing and fascia show rotted areas which could be allowing bats as well as storm water to intrude. Lowest bidder can begin work within 30 days and have the project completed within 45 days.

Recommendation: It is the recommendation of the Public Works Department that the Board of Commissioners award the contract to the lowest bidder, Wayne Roofing and Sheet Metal Company, to install the metal roof and replace rotted wood decking, molding, and fascia.

Sincerely,

Kirk Rogers
Public Works Director

Coordination:

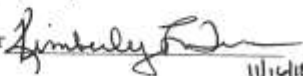
Finance Officer

Concur _____

Non-concur _____

Concur with comment _____

County Manager

Concur  11/14/18

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approve _____

Disapprove _____

Other _____

WAYNE ROOFING AND SHEET METAL COMPANY

P.O. BOX 941~ 1000 NORTH HERMAN PLACE ~ GOLDSBORO N.C. 27533

PHONE (919)-734-5475 ~ FAX (919)-734-4467

Since 1947

Licenses # 20665

November 15, 2018

To: Northampton County

Ref: Roofing work to be completed at the Court House

Dear Sirs:

We will furnish all labor, materials, insurance, and equipment necessary to do the following work on the above project:

1. Replace roof as per specs and bid document **

- Roofing
- Wood Works
- Metal Trim

..... \$ 211,064.00

** All terms and conditions of the "Project Manual for Northampton County Courthouse Roof Replacement" dated October 18, 2018 are adopted and incorporated herein by reference.

In addition, Wayne Roofing and Sheet Metal Company ("Wayne") shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Wayne utilizes a subcontractor, shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Project Billing

1. This Project will be in 2 billings
 - Materials bill once materials arrive on site
 - Project Complete

Project Start

1. Start with in 30 day of contract
2. Complete in 45 days

ANY NECESSARY WOOD WORK, DECK, AC, OR PLUMBING WORK WILL BE DONE AT EXTRA COST ON A TIME AND MATERIAL BASIS. (Other then what is stated above)

Dated: _____

Wayne Roofing and Sheet Metal Company

By: _____

Name: _____

Title: _____

Dated: _____

Northampton County

By: _____

Robert V. Carter
Chair, Board of Commissioners

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
		Wayne Roofing	
		Address	PO Box 941
		Contact	Hunter Steed
		0	Originals 1 Copies
CONTRACT # _____		Amount \$	211,064.00
Original Contract sent to Contract Administrator		Date: 11/13/2018	
Originating Department/Individual: Kirk Rogers		Item or Service: Courthouse Roof	
Department Involved: Public Works Building & Grounds		Type of Contract: Service Contract	
Line Item Budgeted: 114190-558000		Period of Coverage:	
GRANTS			
Board approval for Application		Approved	Set
Board approval for Acceptance		Approved	Set
COUNTY ATTORNEY		Date Received: 11/13/2018	Date Approved: 11/15/2018
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES <i>Submitted</i>	
FINANCE		Date Received:	Date Audited:
Non encumbered contract Yes _____ No _____			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER <i>KJR</i>		Date Received 11/14/18	Date Approved: 11/14/18
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received	Date Attested:
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr
Outside Agency Signatures:		Date Sent :	Date received:
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date:	
File County Original / Add to Database:		Date:	
NOTES:			
<p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p>			
PROBLEMS:			
Corrective Action:			
		Date:	
		Initial:	

PROJECT MANUAL

FOR

**NORTHAMPTON COUNTY COURTHOUSE
ROOF REPLACEMENT
104 W JEFFERSON ST
JACKSON, NC 27845**

DATE OF ISSUE:

OCTOBER 18, 2018

**PROJECT MANUAL
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Standing Seam Roof Panels
Sheet Metal Flashing

INVITATION TO BID

WATERPROOFING PROJECT
ROOF REPLACEMENT

NORTHAMPTON COUNTY GOVERNMENT
108 W JEFFERSON STREET
JACKSON NC 27845

You are invited to bid on "**Roof Project(s) – Waterproofing Project, Northampton County Government, 108 W Jefferson St., Jackson NC 27845**". The owner will receive single prime bids for necessary labor and materials providing General Construction trade-work. Bidders shall clearly indicate on the outside of the bid envelope their name and license number. It is intended that the general contractor engage a properly qualified roofing trade within the scope of his bid, unless the contractor fulfills the qualification of both classifications.

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have a license classification for Building Contractor or (S) Roofing.

Under GS-87-1, a Contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a General Contractor and shall be so licensed. Therefore, a Single Prime project that involves other trades will require the Single Prime Contractor to hold a proper General Contractor license.

Pre-Bid conference will begin: **Monday 1:30 P.M. October 29, 2018 at Commissioners Room 100 W Jefferson Street, Jackson, NC 27845.**

If a proposing vendor finds discrepancies in or omissions from the specifications or should require additional clarification of any part, a written request for interpretation shall be submitted to Kirk Rogers. Any interpretation of or changes made to the IFB will be made by written addendum to each proposing consultant and shall become part of the request for any contract awarded. The County will not be responsible for the accuracy of any other oral explanations, interpretations, or representations. All inquiries must be made by **12:00 Noon on Tuesday, October 30th, 2018**. It shall be the responsibility of each proposing organization or individual to verify that every addenda has been received prior to submitting proposals.

All bids must be submitted in a sealed envelope and plainly labeled "**Roof Project– Waterproofing Projects, Northampton County**". Bids must be received in the Northampton County Office, Attn: Kimberly Turner, 108 W Jefferson Street, 12 P.O. Box 808, Jackson, NC 27845 or brought to the opening and delivered prior to bid open at **2:00 p.m., local time on Friday, November 2, 2018**. Bids will be opened promptly at 2:00 p.m. in the County Commissioners Room **100 W Jefferson Jackson NC 27845**. Bids will be received until time of opening. No bids will be accepted by fax or email; in addition no late bids will be accepted.

Northampton County
Attn: Kimberly Turner Northampton County Manager
(physical) 108 W Jefferson Street Jackson North Carolina 27845
(postal) PO Box 808 Jackson, North Carolina 27845

**SUPPLEMENTARY
INSTRUCTIONS TO BIDDERS**

FOR

**JACKSON SUPERIOR COURT
ROOF REPLACEMENT
104 W JEFFERSON ST
JACKSON, NC 27845**

In accordance with the Invitation to Bid, the Bid Form must be submitted in duplicate in accordance with the following:

1. The Owner, through the designated representative, shall receive sealed proposals in an opaque envelope with additional marking indicating the Contractor's North Carolina Class A registration number.
2. Coordination with the Owner, as specified hereinafter, shall be exclusively through the Owner's Representative: **County Manager Kimberly Turner (252) 534-2501.**
3. Performance & Labor & Material Payment Bonds are not required for this project.
4. Prior to the Contract, the number of consecutive working days necessary for completion shall be established by both parties. The Contractor agrees that failure to complete the scope of work within that stipulated period shall result in the assessment of a Two Hundred and 00/100 Dollars (\$200.00) per day liquidated damages which shall be deducted from the final payment.
5. It is the Owner's intention to remit payment (95%) for materials delivered to and stored at the site. Partial payments for the contracted amount will be accepted by the county. The balance of the Contract Sum less liquidated damages shall be remitted no more than (30) thirty days following final acceptance. The Contractor shall submit bills of lading with requests for materials payment.
6. The Contractor shall be prepared to submit a Certificate of Insurance with the Owner identified as Insured in accordance with the requirements as outlined in the Supplementary Conditions.
7. Upon request and before contract award, the Contractor shall submit a statement of costs for major items of work and a designation of work to be performed by Contractor and any subcontractors.

BID PROPOSAL FORM

PROJECTS: Roof Replacement for Northampton County Courthouse.

BID DUE DATE: Friday November 2, 2018 2:00 P.M. Local Time

TO: Northampton County
Post Office Box 808 Jackson, NC 27845
108 W Jefferson Street Jackson, NC 27845
Attn. Kimberly Turner
Office: 252-534-2501

In compliance with the specifications dated October 18, 2018 relating to the above referenced project, all bids shall include necessary mechanical work to perform project, the undersigned, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the specifications for the following sum of money:

BID ITEM #1: All labor, materials, services, and equipment necessary for the completion of the work described in the specifications to retrofit the Northampton County Courthouse with a structural standing seam metal roof as specified. Base bid to include contingency money of \$2,000 for additional bad wood/decking.

_____ DOLLARS(\$ _____)

UNIT PRICES

The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract Price. If quantities are authorized by the Owner, the following amount will be added to the Contract as required.

- | | |
|--|----------|
| 1) Cost per Linear Ft for wood blocking. | |
| 2 X 6 | \$ _____ |
| 2 X 8 | \$ _____ |
| 2 X 10 | \$ _____ |
| 2) Cost per Sq. Ft to replace wood deck. | \$ _____ |

The undersigned agrees to the following:

1. To furnish all labor and materials as shown and specified.
2. To complete the total work in _____ consecutive working days.
3. To work _____ days a week.
4. To start work _____ days after award of the contract.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive formalities.

RESPECTFULLY SUBMITTED,

By: _____

Signature

Printed Name

Title

Company

Company Address

Phone Number

SUPPLEMENTARY CONDITIONS

1. Contractor shall not commence work under this contract until he has obtained required insurance and until such insurance has been approved by the Owner. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

- a. Workmen's Compensation and Occupational DiseaseStatutory
- b. Employer's Liability (including Occupational Disease Coverage)\$100,000/\$500,000.
- c. Comprehensive General Liability, including Operations , Contractual, Contractor's Protective Liability for Bodily Injury and Completed Operations Coverage Occurrence Basis.....\$1,000,000 for bodily injury; \$1,000,000 for property damage
- d. Comprehensive Automobile Liability covering Contractor Owned, Nonowned and Hired Vehicles Used in the Performance of the Work.....\$1,000,000 for bodily injury; \$1,000,000 for property damage or as required by law, whichever is greater, and shall include contractual liability insurance as applicable to the contractor's obligations. Certificates of such insurance shall be filed with the Owner prior to the commencement of the work. The insurance for each separate Contractor, without in any way limiting the generality or beneficiaries of the foregoing, shall specifically mention the Owner.
- e. Umbrella Excess Liability \$1,000,000 per occurrence for bodily injury, property damage, personal and advertising injury over underlying limits.

2. The Contractor shall obtain certificates of insurance indemnifying the Owner, as "additional insured."

END OF SUPPLEMENTARY CONDITIONS

DIVISION 1

SECTION 01010- SUMMARY OF WORK

PART I- GENERAL

- 1.01 Related Documents
- 1.02 Project Identification
- 1.03 Contractor Documents
- 1.04 Contractor Use of Premises
- 1.05 Scope of Work

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

Not Applicable

SECTION 01010- SUMMARY OF WORK

PART 1- GENERAL

1.01 Related Documents Sections

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.02 Project Identification

The Work name is **"Roof Project - Roof Replacement for the Northampton County Courthouse Jackson, NC 27845"** as shown on Contract Documents.

1.03 Contract Documents

Indicate the Work of Contract, and related provisions of Work which may include but are not necessarily limited to the following:

- A. Existing site conditions and restrictions.
- B. Other Work prior to Work of Contract.
- C. Alterations and coordination with existing work.

1.04 Contractor Use of Premises

General: This facility will be occupied during the life of this Contract. The work shall be done and temporary facilities furnished so as not to interfere with safe access to the building and shall provide adequate protection for interior and exterior finishes, tenants, employees, visitors, equipment, personal property and vehicles.

The Contractor shall confine his activities to the roof work area, storage areas and assigned routes thereto, provided by the Owner.

Keep driveways, sidewalks and parking areas cleared of materials and debris at all times.

Isolate areas designated for loading and off-loading of materials and debris. Do not use building entranceways or stairs for transporting materials. Access to the roof shall be via assigned routes only.

Dispose of all debris resulting from this work on a regular basis. Do not stockpile debris on the roof or facility grounds. Debris may be stored in a container on the site, provided the container is emptied regularly.

Access to this facility is limited. The Contractor shall confine his activities to ground level areas and an access route to the roof. There shall be no unauthorized access to interior hallways or tenant spaces.

Arrange for on-site materials and equipment storage with the Owner's representative.
Damage to the structure, interior and exterior finishes, landscaping and vegetation shall be made good to the Owner's satisfaction at no cost to the Owner.

1.05 Scope of Work

The roofing work at the "Northampton County Courthouse" shall consist of but is not limited to the following:

A. Entire.

1. Install minimum 18 gauge hat channels 5' on center for all 3 wind zones per manufacturer wind uplift calculations. Install hat channels to existing wood deck using #14-13 DPL fasteners at 18" on center staggered. Include replacement of five squares of wood decking in the base bid.
2. Repair or replace all damaged wood cornice work around entire building.
3. Install a 24 gauge steel 16" structural standing seam roof system in owner selected color. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
4. Cliff spacing must be 5' feet for Zone 1 (field). Clip spacing must be 5' feet for Zone 2 (eave, ridge, hip, and rake). Clip spacing must be 5' feet for Zone 3 (corners). Clip spacing for Zones 2 & 3 must extend 5' feet onto the roof area.
5. Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panel system, it is also acceptable to start from the middle of the roof and work toward each end.
6. Install all ancillary metal as required per manufacturer shop drawings.
7. Provide sanitary facility on-site during installation. Remove promptly at project completion.

PART II-PRODUCTS

Not Applicable

PART III-EXECUTION

Not Applicable

END OF SECTION 01010

DIVISION 1

SECTION 01025- PAYMENT

PART I- GENERAL

- 1.01 Related Documents
- 1.02 Payment Requests-General
- 1.03 Initial Payment Application
- 1.04 Final Payment
- 1.05 Transmittal

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

Not Applicable

SECTION 01025- PAYMENT

PART I- GENERAL

- 1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specifications Sections, apply to the work in this section.

- 1.02 Payment Requests- General

Payments to the Contractor shall be progressive and regular and must be consistent with previous applications and payments.

For final payment application, submit lien waivers for every entity (including Contractor) who could lawfully file a lien for this work. The Owner reserves the right to designate which will be required to submit waivers.

The Owner reserves the right to require partial lien waivers with each application for payment, as Work conditions dictate.

Applications for payment must be completely filled in and follow the same schedule format on each submittal. Each application shall be executed by authorized personnel and duly notarized. Incomplete or incorrect applications shall be returned.

- 1.03 Initial Payment Application

Submittals which must be provided prior to the processing of the first application for payment are as follows:

- A. Listing of all subcontractors, suppliers and fabricators.

- B. Building permits and other applicable licenses and authorizations.
- C. Schedule of Values.
- D. Performance and payment bonds.
- E. Certificate of Insurance
- F. Bills of lading, supplier's receipts or other documentation verifying quantities of materials and associated value shall be supplied if requested by the Consultant.
- G. Partial lien waiver, if required.

1.04 Final Payment

Submittals which must be provided prior to the processing of the final application for payment are as follows:

- A. Verification that punchlist items have been satisfactorily corrected.
- B. Lien waivers, AIA Form 706 A, or similar from applicable entities.
- C. Completion of Work closeout requirements.
- D. Removal of temporary facilities, storage areas, equipment excess materials.
- E. Settlement of damage claims arising from the work.
- F. Final cleanup of building and grounds.
- G. Receipt of executed Contractor's warranty document and final inspection certificate.
- H. Consent of surety for final payment, AIA Form 707 or similar.
- I. Affidavit of payment of all claims against work, AIA Form 706 or similar.

1.05 Transmittal

Each application shall be prepared in triplicate with applicable addenda attached to the original.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

Not Applicable

END OF SECTION 01025

DIVISION 1

SECTION 01040- COORDINATION

PART I- GENERAL

- 1.01 Related Documents
- 1.02 Coordination and Meetings
- 1.03 Delivery and Storage of Materials

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

- 3.01 General
- 3.02 Manufacturer's Inspection
- 3.03 Cleaning and Protection

SECTION 01040- COORDINATION

PART I- GENERAL

1.01 Related Documents

The provisions of the contract, the General Conditions, the Supplementary Conditions, and other Division I Specification Sections, apply to the work in this section.

1.02 Coordination and Meetings

The Contractor shall submit a listing of subcontractors involved with the Work at the pre-construction meeting. The Contractor shall be responsible for scheduling and coordination of these subcontractors so as to maintain the Work schedule and adherence to the specifications.

The Contractor shall coordinate his work with the Owner regarding disconnecting, movement and reconnecting of HVAC equipment.

The Owners and their representative shall inform the Contractor of a time and date for a pre-construction meeting at which time the Contractor shall present representatives of all subcontractors and the materials manufacturer's technical representative.

The Contractor shall be prepared to submit the name(s) of site supervisory personnel at the time to the pre-construction meeting as well as the telephone numbers to be used in the event of an emergency.

The Contractor shall be prepared to attend meetings at the site as required by the Owner and their representatives.

1.03 Delivery and Storage of Materials

At the pre-construction meeting, sites will be determined and designated for on-site storage of material and equipment.

This site shall be maintained by the Contractor during the life of the Contract and restored to their original condition prior to Final Payment.

The Contractor shall provide for the acceptance of materials delivered to the site in an efficient manner and in such a way as to prevent exposure to materials to moisture, heat, ultraviolet radiation, as required.

PART II- PRODUCTS

Not Applicable

PART III-EXECUTION

3.01 General

The Contractor, subcontractor(s) and manufacturer's representative shall attend a pre-construction meeting to be held prior to Work start up to discuss the Work and Specifications. Manufacturer's recommendations will be discussed and coordinated. A complete set of the selected manufacturer's literature shall be provided.

3.02 Manufacturer's Inspection

- A. The roofing system manufacturer will provide, when the project is in progress, the following:

1. Keeping the Owner's representative informed as to the progress and quality of the work as observed.
 2. Provide job site inspections weekly while work is in progress.
 3. Provide written reports to the Owner's representative, along with photographs of work in progress.
 4. Reporting to the Owner's representative in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 5. Confirming, after completion of the project and based on manufacturers observations and tests, that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported.
- B. The roofing system manufacturer will provide an annual inspection of the roofing system for the duration of the delivered warranty period. The inspections will include:
1. A thorough visual inspection, with photos taken for the Owner's permanent records.
 2. An interior and exterior examination will be made and all interested parties can attend the inspection.
 3. Examination of entire metal roofing system, roof-related flashings, sheet metal, parapets, copings, roof membrane, decking system, and all through roof penetrations will be made.
 4. Perimeter metal edge details and expansion joints will be examined.
 5. The annual inspection report will be issued to the Owner as to the current condition of the roof system, noting any maintenance work that should be performed to secure the integrity of the roof system. There will be no charge for this service to the Owner from the manufacturer.

3.03 Cleaning and Protection

While the work is underway, the new roof membrane shall be kept clean and free of contaminants. Avoid the trafficking of men and materials over the new membrane surface. Provide adequate protection of the new membrane system while storing materials and traversing.

Damage to the existing roofing and finishes shall be repaired immediately. Interior damage determined to be the result of the Contractor's damage of the existing roof system shall be repaired by the Contractor to the satisfaction of the Owner at no cost to the Owner.

END OF SECTION 01040

DIVISION 1

SECTION 01090- STANDARDS

PART I- GENERAL

- 1.01 Related Documents
- 1.02 Industry Standards
- 1.03 Overlapping and Conflicting Requirements

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

Not Applicable

SECTION 01090- STANDARDS

PART I- GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and Division I Specifications Sections, apply to the work in this section.

1.02 Industry Standards

Applicable standards of the construction industry have the same force and affect (and are made a part of the contract Documents by reference) as if copied directly or bound herewith.

ALA	American Institute of Architects 1735 New York Avenue, N. W. Washington, D.C. 29996
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
FM	Factory Mutual Engineering Corporation 1151 Boston-Providence Turnpike Norwood, Massachusetts 02062
NRCA	National Roofing Contractor's Association 8600 Bryn Mawr Avenue Chicago, Illinois 60631
SMACNA	Sheet Metal and Air Conditioning Contractors National Association P.O. Box 70 Merrifield, Virginia 22116
UL	Underwriters Laboratories 333 Pfingsten Road North Brook, Illinois 60062

1.03 Overlapping and Conflicting Requirements

Where compliance with two (2) or more industry standards, or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not be way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Consultant for a decision before proceeding.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

Not Applicable

END OF SECTION 01090

DIVISION I

SECTION 01200- PROJECT MEETINGS

PART I- GENERAL

- 1.01 Related Documents
- 1.02 General
- 1.03 Quality Assurance
- 1.04 Submittals

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

- 3.01 Meeting Schedule
- 3.02 Meeting Location
- 3.03 Pre-Bid Meeting
- 3.04 Pre-Construction Meeting
- 3.05 Pre-Job Conference
- 3.06 Project Meetings

SECTION 01200- PROJECT MEETINGS

PART I- GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specifications Sections, apply to the work in this section.

1.02 General

To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Contractor shall conduct project meetings at the request of the Owner's Representative. In addition to specific coordination and pre-installment meetings for each element of work, and other regular project meetings for other purposes, hold general progress meetings as required, with time coordinated with preparation of payment request. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind in relation with updated progress schedule. Determine how far behind schedule work will be expedited.

1.03 Quality Assurance

Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.04 Submittals

- A. Agenda Items: To the maximum extent practicable, advise the Consultant at least 24 hours in advance of project meetings regarding all items to be added to the agenda.
- B. Minutes: The Contractor will compile minutes of each project meeting and will distribute such other copies as he wishes.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

3.01 Meeting Schedule

Except as noted below for Pre-Construction Meeting, project meetings will be held at the discretion of the Owner. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.02 Meeting Location

To the maximum extent practicable, meetings will be held at the job site.

3.03 Pre-Bid Meeting

A pre-bid meeting may be conducted to review the Work. Date, time and location shall be as indicated in Invitation to Bid.

3.04 Pre-Construction Meeting

- A. Pre-Construction Meeting will be scheduled within fifteen (15) days after the Owner has issued Notice to Proceed. Provide attendance by authorized representative of the Contractor.
- B. Minimum agenda: Distribute data on, and discuss:
 - 1. Organizations arrangement of Contractor's and personnel, and those of subcontractors, materials suppliers and Consultant.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Manufacturer design review and comments.
 - 6. Processing of Shop Drawings and other data submitted to the Owner's Representative for review.
 - 7. Processing of field decisions and Change Orders.
 - 8. Rules and regulations governing performance of the Work.
 - 9. Procedures for safety and first aid, security, quality control, housekeeping and other related matters.
- 10. The area will be toured and proposed installation schedules will be established. Work, storage areas will be designated. Requirements (Contract Documents) and statues of coordinating work will be reviewed. Roofing systems protection requirements for construction period beyond roofing installation will be discussed. All decisions, agreements, and disagreements will be recorded for the job record. Inspection and testing requirements will be reviewed.
- 11. Prerequisite to starting roofing work: the following must be done prior to starting roofing work. The Roof System Manufacturer's Representative, Contractor, Owner's Representative and/or trained servicemen provided by the Owner, are to be present. A formal report will be issued and all parties are to have input/accept the report.
 - a. Inspection of roof top equipment: any air handlers (mechanical or gravity) or other roof top ventilators or similar devices that are to remain in service, are to be verified as to their waterproofing integrity prior to their removal. Without such prior acceptance of an unusable condition, the Owner will not fund any operation necessary to stop water entry. All roof top equipment including but not limited to: HVAC units mechanical air handlers, venting or intake services or other such devices/equipment that are to remain in place, are to be inspected to determine their operational status.
 - b. Walk-thru of building: All existing water related damaged materials, loose items or other items are to be listed that could be conceived to have been damaged during the roofing operation are to be listed.
 - c. Inspection of grounds: The ground condition, plants, etc., sidewalk conditions, and other areas of interest to the Owner shall be noted. Prior to close out of the project, these areas will be restored.

3.05 Pre-Job Conference

A pre-job conference shall be held with the Contractor, Owner and Roofing Manufacturer to review the job prior to commencement of work.

END OF SECTION 01200

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART I - GENERAL

- 1.01 Related Documents
- 1.02 Requirements
- 1.03 Submittal Procedure

PART II - PRODUCTS

Not Applicable

PART III - EXECUTION

Not Applicable

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART I - GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division 1 Specification Sections, apply to the work in this section.

1.02 Requirements

This section refers to non-administrative submittals such as shop drawings, product samples, data and other related items. These submittals are in addition to such administrative items as, Permits, Schedule of Values, Payment Applications, Performance and Payment Bonds, Insurance Certificates, Listing (Subcontractors, Suppliers and Fabricators).

1.03 Submittal Procedure

Schedule and coordinate submittals to correspond to the progress of the work and with sufficient time to allow for review and processing by the Owner's Representative. Provide 4 copies of every submittal, one will be returned.

No extensions of time will be allowed because of the Contractor's failure to transmit submittals in a timely fashion.

PART II - PRODUCTS

Not Applicable

PART III- EXECUTION

Not Applicable

END OF SECTION 01340

DIVISION 1

SECTION 01600 - MATERIALS

PART 1 - GENERAL

- 1.01 Related Documents
- 1.02 Products
- 1.03 General Product Requirements
- 1.04 Transportation and Handling
- 1.05 Storage and Protection
- 1.06 Substitutions
- 1.07 Work Related Submittals
- 1.08 Guarantee/Warranty

PART II - PRODUCTS

Not Applicable

PART III - EXECUTION

Not Applicable

SECTION 01600 - MATERIALS

PART I - GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.02 Products

- A. For products specified only by Reference Standards, select any product meeting standards, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named, as long as they are ISO 9001 Certified. Documents for this certification are to be sent along with the submittal package.
- C. For products specified by naming one or more products, but indicating the option of selecting equivalent products e.g., by stating or approved equal" after specified product, Contractor must submit request as required for substitution, for any product, not specifically named.
- D. For products specified by naming only one product and manufacturer, there is no option, and substitutions will be allowed by approval prior to bidding only. The products specified shall be the minimum standard for the purposes of establishing equality of proposed material substitutes.

1.03 General Product Requirements

Provide products which comply with requirements in new unopened containers, clearly marked from the Manufacturer.

1.04 Transportation and Handling

- A. Deliver products to site with seals and labels intact.
- B. Deliver materials in manufacturer's original containers, dry, undamaged.
- C. Store all materials delivered to the site in enclosed trailers.
- D. Stand roll materials on end.

1.05 Storage and Protection

- A. During execution of work covered by these specifications, the Contractor shall provide protection for equipment, materials, and personnel inside building against falling debris, sparks, and water. Protection shall be provided in a manner to minimize interference, interruption, and inconvenience to any ongoing activities.
- B. The contractor shall protect from damage, all existing mechanical, electrical and plumbing equipment.
- C. Protect building surfaces against damage from roofing work.
- D. All workmen shall wear clean, soft rubber-soled shoes for any application work where they may be walking on the in-place roofing membrane. Precautions shall be taken to protect the membrane and to maintain a clean appearance.

1.06 Substitutions

- A. During bidding, the Owner's Representative will consider written requests from prime bidders for substitutions, requests received after that time will not be considered. In the event a substitution is accepted, all bidders shall be notified of the acceptable alternate within three (3) days to the bid opening.
- B. Submit five copies of request for substitution, include in request:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.

1.07 Work-Related Submittals

Contractor's submittal of shop drawings, product data or samples which relate to work not complying with requirements of Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

1.08 Guarantee/Warranty

- A. Provide a manufacturer's 30 year warranty for materials and installation at no cost to the Owner or Contractor. The installer shall provide a five year labor warranty..
- B. Manufacturer's Warranty: Cover all cost of repairs to the metal roof system necessary to stop any leaks which occur during the warranty period. The material manufacturer shall warrant and guarantee all work against defects in materials, equipment or workmanship.

END OF SECTION 01600

DIVISION 2

SECTION 02070- SELECTIVE DEMOLITION

PART I- GENERAL

- 1.01 Related Documents
- 1.02 Work Included
- 1.03 Coordination
- 1.04 Job Conditions
- 1.05 Permits
- 1.06 Sequence of Operations

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

- 3.01 Protection
- 3.02 Removal
- 3.03 Pollution Control
- 3.04 On-Site Storage
- 3.05 Repair of Damages
- 3.06 Cleanup

SECTION 02070- SELECTIVE DEMOLITION

PART I- GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.02 Work Included

Demolition work shall include, but is not limited to the following:

- A. Removal of bad cornice and decking.

1.03 Coordination

It is the responsibility of the Contractor to coordinate the work of this section with all other work on the Project.

1.04 Job Conditions

- A. The Contractor shall inspect the premises prior to the submittal of his bid for conditions which may affect his work.
- B. Demolition, storage of materials, removal of debris and construction operations shall not interfere with the Owner's use of the property.

1.05 Permits

The Contractor shall obtain, at his expense, all permits required by governing authorities, including any required for disposal of demolition debris or for use or blockage of streets or sidewalks.

1.06 Sequence of Operations

The Contractor shall submit for approval the complete sequence of operations for demolition and show how this Work is coordinated with all other aspects of the Project. Work shall not begin until such a schedule has been approved by the Owner or his authorized representatives.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

3.01 Protection

- A. Before starting demolition, the Contractor shall be solely responsible for making the necessary arrangements and for performing the necessary work involved in connection with the discontinuance or interruption of public and private utilities or services or components of said utilities or services under the jurisdiction of the Owner, utility companies or corporations, Police Department, Fire Department and Public Works Department including but not limited to gas, electricity, telephone, police signal, fire alarm, water, sanitary sewer, storm drainage and other systems which will be affected by the work to be performed under this Contract.
- B. The Contractor shall preserve in operating condition active utilities traversing the Work site and shall protect manholes, catch basins, valve boxes and other apparatus. He shall repair damage to any such utility, due to

work under this Contract, to the satisfaction of the Owner or his authorized representatives.

- C. Adequate protection of persons and property shall be provided at all times. The work shall be executed in a manner to avoid interference with the use of adjacent buildings, areas or properties, and to avoid interruption of free passage to or from such buildings, areas or properties.
- D. Investigate and comply with any rules or regulations relative to providing and paying for uniformed Police to regulate or control traffic on existing streets which are affected by the Contractor's operation.
- E. While the building is occupied, furnish signs, lights, barricades and other equipment as may be necessary for the safe execution of the work.

3.02 Removal

- A. Remove any bad cornice and decking, replace with new.. Carefully inspect and repair exposed surfaces, utilities, roof penetrations, etc., for damage and repair or replace as required.
- B. Removal shall result in a smooth, consistent substrate for application of new metal roof system
- C. A thorough inspection of the existing substrate and adjoining materials shall be made to determine if any repairs are required. If conditions are uncovered or created that would be detrimental to the application of specified work, immediately notify the Owner's Representative of such conditions for determination of treatment.

3.03 Pollution Control

- A. The Contractor shall be aware that the facility must remain in use throughout the course of construction and that any disruption or inconvenience sustained by the Owner, employees, visitors and patrons must be kept to an absolute minimum. To this end, the Contractor shall provide, if necessary, a water spray and impermeable barrier to minimize dust and debris infiltration. Also the Contractor shall select equipment and procedures to mitigate noise discomfort.
- B. Debris shall be considered the property of the Contractor and shall be removed from the site in its entirety on a daily basis and be legally disposed. On site storage of discarded material will only be permitted when stored in a covered container.

3.04 On-Site Storage

- A. Equipment or materials stored on the roof shall be distributed in such a manner that no structural building components are over stressed.
- B. Ground level storage areas, if available, will be provided adjacent to the facility for equipment and new materials. Size and location of area shall be coordinated with the Owner.
- C. No debris or waste material shall be stored on or within the building, unless otherwise designated.

3.05 Repair of Damages

- A. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Owner prior to demolition and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.
- B. Damage to any portion of the building which results in disruption of or inconvenience to the Owner, employees or patrons shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense. Such work shall be completed to the satisfaction of the Owner prior to the release of final

payment.

3.06 Environmental Requirements

- A. Do not apply roofing membrane during inclement weather or when a 30% chance of precipitation is expected.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weather proofed during same day.

3.07 Cleanup

- A. The building and adjacent areas shall be left in a broom clean condition at the end of each day.
- B. On completion of the work of this section and after removal of debris, the site shall be left in a clean and safe condition, satisfactory to the Owner or his authorized representative.

END OF SECTION 02070

DIVISION 6

SECTION 06100 - ROUGH CARPENTRY

PART I - GENERAL

- 1.01 Related Documents
- 1.02 Related Sections
- 1.03 Delivery Storage and Handling
- 1.04 Quality Assurance

PART II - MATERIALS

- 2.01 Dimensional Lumber and Plywood

PART III - EXECUTION

- 3.01 Examination
- 3.02 Protection
- 3.03 Installation

SECTION 06100 - ROUGH CARPENTRY

PART I - GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division 1 Specification Sections, apply to the work in this section.

1.02 Related Sections:

- A. Section 07410 – Standing Seam Roof Panels
- B. Section 02070 - Preparation for Re-Roofing
- C. Section 07620 - Flashing and Sheet Metal

1.03 Delivery Storage and Handling

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery and storage.
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.04 Quality Assurance

- A. Comply with governing codes and regulations. Use experienced installers.
- B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the US Department of Commerce.
- B. Plywood Standards: US product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- C. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, and agency providing inspection service.
- D. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

PART II – PRODUCTS

2.01 Dimensional Lumber and Plywood

- A. Construction Lumber: Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).
- B. Exterior Type Plywood: 5/8" APA Rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Etc.: No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine (SPIB).

- C. Anchorage and Fastenings: Proper type, size material and finish for each application.
- D. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

PART III – EXECUTION

3.01 Examination

- A. Verify measurements and dimensions shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.02 Protection

- A. Protect installed work from damage by other trades until acceptance of work.

3.03 Installation

- A. Provide nailers, blocking and sleepers that are required for attachment of other work. Coordinate with location with other work involved; refer to shop specifications of such work.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.
- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten bolts as required for tight connections prior to closing in or at completion of work.

END OF SECTION 06100

SECTION 07410

STANDING SEAM ROOF PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work described in this section includes hat channel installation, pre-formed metal roofing system complete with clips, perimeter and penetration flashing, and closures.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.
- B. Related work:
 - 1. Rough Carpentry.
 - 2. Flashing and Sheet Metal.

1.3 REFERENCES

- A. American Architectural Manufacturer Association (AAMA):
 - 1. AAMA 501.1 Standard Test Method for Metal Curtain Walls for Water Penetration using Dynamic Pressure.
- B. American Iron and Steel Institute (AISI):
 - 1. 1996 Ed. Specification for the Design of Cold-Formed Steel Structural Members.
- C. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-02 Minimum Design Loads for Buildings and Other Structures.
- D. American Society for Testing and Materials (ASTM):
 - 1. A792-96 Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 2. A875-99 Specification for Steel Sheet, Zinc-5% Aluminum Alloy-Coated by the Hot Dip Process.
 - 3. A653-96 Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.
 - 4. B209-96 Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 5. D1056-91 Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
 - 6. D3575-84 Test Methods for Flexible Cellular Materials made from Olefin Polymers.

7. E283-93 Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 8. E331-86 Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
 9. E1592-95 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 10. E1646-95 Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 11. E1680-95 Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1. 1993 Ed. Architectural Sheet Metal Manual, 5th edition.
- F. Underwriters' Laboratories (UL):
1. UL-263 Fire Tests of Building Constructions and Materials.
 2. UL-580 Tests for Uplift Resistance of Roof Assemblies.
 3. UL-790 Tests for Fire Resistance of Roof Covering Materials.

1.4 SUBMITTALS

- A. Any material submitted as equal to the specified material must be accompanied by a copy of the manufacturer's standard specification section.
- B. Shop Drawings
1. Show roofing system with flashings and accessories in plan, sections and details. Include metal thickness and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations; thermal expansion provisions and special supports.
 2. Indicate relationships with adjacent and interfacing work. Indicate fastener types and spacing; and provide fastener pullout values.
 3. Shop drawings must be completed by the metal panel manufacturer's engineering department.
- C. Product Data: Include manufacturer's detailed material and system description, sealant and closure installation instructions, engineering performance data and finish specifications. Indicate fastener types and spacing; and required fastener pullout values.
- D. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-02, Method 2 for Components and Cladding, sealed by a registered professional engineer employed by the system manufacturer as a full-time staff engineer. In no case shall the design loads be taken to be less than those detailed in article 1.9 of this specification.

- E. Design Test Reports: Provide certified test reports from an independent testing laboratory that bear the seal of a registered professional engineer to show compliance with the performance criteria specified in article 1.9. Each of the following test reports must be submitted:
1. ASTM E1592-95: Test results must clearly demonstrate compliance with the following requirements:
 - a. The ultimate test failure load shall be reduced by the safety factor specified in article 1.9 to determine the allowable working load for the panel system.
 - b. The proposed system has been tested to insure that the allowable working load of the panel system meets or exceeds the specified negative wind uplift pressures listed in article 1.9 of this specification for all roof zones.
 - c. The test results are applicable for the panel material, grade, thickness, width, and profile specified. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested.
 - d. The results must clearly show that the allowable clip spacing meets or exceeds the requirements specified in article 3.3 C for all roof areas. Clip spacing shall not be reduced for any roof zone from that which is specified.
 2. ASTM E283-93 and E331-86: Test results must clearly demonstrate compliance with the performance requirements specified in article 1.9.
 3. ASTM E1646-95 and E1680-95: Test results must clearly demonstrate compliance with the performance requirements specified in article 1.9. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested. The differential test pressures must be equal to those specified in article 1.9.
 4. UL 580: The proposed roof panel shall be listed as UL 580, Class 1-90.
 5. UL 790: The proposed roof panel shall be listed as a non-combustible roof covering material and be approved for use in a UL classification assembly.
 6. UL 263: The proposed roof panel shall be listed for use in a UL fire rated construction assembly.
- F. Samples: Provide full scale samples of the following materials and system components. Samples shall be of identical material type, thickness, panel width, and material grade/alloy/temper as the system specified for this project. Except for item 2, samples may be of any of the manufacturer's standard colors.
1. Submit a twelve (12) inch long by actual width sample of panel showing seam profile and stiffening mesas across the flat pan of the panel. Also include separate snap-on cap with factory applied hot melt sealant beads.
 2. Provide a six by six (6 x 6) inch sample of the color selected for this project. The sample shall be the actual specified coating system on a metal substrate.
 3. Provide samples of actual system components, including: each type of anchor/clip required, head closure assembly, roll goods (if specified), bearing plates and/or framing (if specified).
- G. The following manufacturer criteria must be submitted:
1. Submit each item listed in article 1.4 (A through E) for evaluation of the proposed system.

2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
 3. Empirical calculations for roof performance shall only be acceptable for positive loads.
 4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.
 5. A financial statement demonstrating a minimum of a 3:1 ratio of assets to liabilities.
 6. A written statement from the manufacturer stating that they will provide the building owner with a daily site inspection for a minimum of one (1) hour per day by an experienced, full time employee of the company.
 7. A written statement from the manufacturer stating that they will provide the engineer of record with a daily site inspection by an experienced full time employee of the company.
 8. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size, gauge, weight, clip design, sealant design, uplift pressures and height of the vertical seam
 9. A copy of manufacturer's 30 year warranty. Warranty must include coverage for all trim, flashing, and penetrations associated with this roof.
 10. Proof that the manufacturer has been in business for a minimum number of years equal to the warranty period required for this project.
- H. Site Formed Panels: Site formed panels are prohibited. All metal panels must be factory pre-manufactured and engineered for this project.

1.5 QUALITY ASSURANCE

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of three (5) years' experience specializing in the installation of structural standing seam metal roof systems.
- B. Contractor must be certified by manufacturer specified as supplier of structural standing seam system and obtain written certification from manufacturer that installer is approved for installation of specified system. If requested, contractor must supply owner with a copy of this certification.
- C. Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of five (5) years' experience with the installation of system similar to that specified.
- D. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- E. If required, fabricator/installer shall submit work experience and evidence of adequate financial responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Manufacturer's responsibility:

1. Protect components during fabrication and packing from mechanical abuse, stains, discoloration, and corrosion.
2. Provide protective interleaving between contact areas of exposed surfaces to prevent abrasion during shipment, storage, and handling.

B. Installer's responsibility:

1. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from wind movement, foreign material contamination, mechanical damage, cement, lime or other corrosive substances.
2. Handle materials to prevent damage to surfaces, edges and ends of roofing sheets and sheet metal items. Damaged material shall be rejected and removed from the site.
3. Protect panels from wind-related damages.
4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.
5. Protective film on roof panels must be removed in a period of time which allows for FULL removal of all film. If any film residue remains on panel(s), it is the installer's responsibility to properly clean and remove residue at owner's request. Note: Cure time may vary based on environmental conditions.

1.8 JOB CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.

B. Protection:

1. Provide protection or avoid traffic on completed roof surfaces.
2. Do not overload roof with stored materials.
3. Support no roof-mounted equipment directly on roofing system.

C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place and approved prior to installation of roofing.

1.9 DESIGN AND PERFORMANCE CRITERIA

A. Thermal Expansion and Contraction:

1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
2. The design temperature differential shall be not less than 200 degrees F.
3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

4. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Project Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.

B. Uniform Wind Uplift Load Capacity (per roof section)

1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchor clips shall be installed exactly as spacing given in article 3.3 C.
 - a. Design Code: ASCE 7-02, Method 2 for Components and Cladding.
 - b. Safety Factor: 1.67 after any load reduction or material stress increase.
 - c. Category III Building with an Importance Factor of 1.
 - d. Wind Speed: 120 mph.
 - e. Ultimate Pullout Value: 623 pounds per each of the two fasteners holding the panel anchor to the roof decking or framing system.
 - f. Exposure Category: B.
 - g. Design Roof Height: 31.25 feet.
 - h. Minimum Building Width: 50feet.
 - i. Roof Pitch: 6/12.

<u>Roof Area</u>	<u>Design Uplift Pressure:</u>
Zone 1 - Field of roof	14.4 psf
Zone 2 - Eaves, ridges, hips, and rakes	25.1 psf
Zone 3 - Corners	37.0 psf

2. Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above. In order to comply with the building code, panel system must be tested to withstand these listed pressures at clip spacing's no closer than those listed in article 3.3 C.

C. ASTM E283: Static pressure air infiltration (doors, windows, curtain walls):

<u>Pressure</u>	<u>Leakage Rate</u>
1.57 PSF	0.0007 cfm/sq.ft.
6.24 PSF	0.0002 cfm/sq.ft.
20.0 PSF	0.0036 cfm/sq.ft.

D. ASTM E331: Static pressure water infiltration (doors, windows, curtain walls):

<u>Pressure</u>	<u>Result</u>
-----------------	---------------

5 Gal/Hr Per S.F. and Static
Pressure of 20.0 Psf for 15 minutes

No Leakage

E. ASTM E1680: Static pressure air infiltration (roof panels):

<u>Pressure</u>	<u>Leakage Rate</u>
1.57 PSF	0.0012 cfm/sq.ft.
6.24 PSF	0.0001 cfm/sq.ft.
20.0 PSF	0.0011 cfm/sq.ft.

F. ASTM E1646: Static pressure water infiltration (roof panels):

<u>Pressure</u>	<u>Result</u>
5 Gal/Hr Per S.F. and Static Pressure Of 20.0 Psf for 15 minutes	No Leakage

- G. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- H. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolation for conditions outside test range are not acceptable.

1.10 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roof panels covering all of the following criteria. Multiple warranties are not acceptable.
1. Manufacturer's 30 year watertight warranty, including coverage for all trim, flashings, and penetrations associated with the standing seam roof area.
 2. 20 year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.
 3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
 4. Installer shall provide manufacturer with 5 year warranty covering roofing system installation and watertightness.
 5. One manufacturer shall provide a single warranty for standing seam roof areas, membrane roof areas, and transitions between the two material types.

PART 2 PRODUCTS

2.1 STANDING SEAM ROOFING SYSTEM

- A. General.
1. All manufacturer and contractor/fabricator guidelines and performance criteria must be met as specified in article 1.4, 1.5, 1.6, and 1.9.
 2. Product names for the metal roof panel system and waterproofing materials used in this section shall be performance based. Any proposed alternate systems must meet or exceed the following listed characteristics.

B. Materials.

1. Panel material: 24 ga., Galvanized steel, type GF-90, smooth per ASTM A653-96.
2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise.

C. Finish on surfaces:

1. Exposed surfaces for coated panels:
 - a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), and applied by manufacturer's approved applicator.
 - b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - c. Color shall be selected by the owner.
2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (DFT).

D. Characteristics:

1. Provide the same panel profile from a single manufacturer for all standing seam roof areas.
2. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.
 - a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.
 - b. Profile of panel shall have mesa's every two (2) inches on center continuous throughout panel which are a minimum of one point five (1.5) inches wide.
 - c. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required) and trim details (as per manufacturer's guidelines).
 - d. Provide panels in continuous lengths from ridge to eave with no overlaps unless approved by manufacturer, in writing.
 - e. Seam sealant must be factory applied! All requirements of article 1.5 B shall apply.
 - f. Seam caps shall be manufactured in the factory and may be installed with endlaps. Seam sealant must be factory applied.
3. Seam must be two and three-eighths (2-3/8) inches minimum height for added upward pressures and aesthetic appeal. Seam shall have continuous anchor reveals to allow anchor clips to resist positive and negative loading and allow unlimited expansion and contraction of panels due to thermal changes. Integral (not mechanically sealed) seams are unacceptable.

4. Concealed Standard Anchor Clips: Clips must be sixteen (16) gauge Galvalume steel, ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
 5. Concealed Batten Style Anchor Clips: Clips must be aluminum alloy 6061-T6, minimum thickness, zero point zero six zero (0.060) inches, one (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
 - a. Two-piece (2) clips are unacceptable.
 - b. Sealant applied in panel cap must be isolated from clip to insure that no sealant damage occurs from the movement of the panel during expansion and contraction.
 - c. Clip must maintain a clearance of a minimum of three-eighths (3/8) inches between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
 6. Seam cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to forty-five (45) feet according to job conditions and field seamed by means of manufacturer's standard seaming machine.
 - a. Cap shall be designed to receive two (2) beads of continuous hot applied gasketing sealant which will be applied independent of anchor clip to allow unlimited thermal movement of panel without damage to cap sealant.
 - b. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.
 7. Standing Seam Panel Width: 16".
 6. Stiffening ribs: Located in flat of panel to minimize oil canning and telegraphing of structural members.
 9. Replace ability: Panels shall be of a symmetrical design with snap on cap configuration such that individual panels may be removable for replacement without removing adjacent panels.
 10. Panel ends shall be panned at ridge, headwall, and hip conditions, or where applicable.
 11. Panel length: Full length without joints, including bends.
- E. Accessories.
1. Gable anchor clips for:
 - a. Standing Seam style.
 - b. Batten Seam style.
 - c. Galvalume steel, type AZ-55, minimum thickness 16 gauge
 2. Fasteners:
 - a. Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements. Provide #14 as the minimum fastener size.

- b. Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
- 3. Closures: Factory precut closed cell foam meeting ASTM D1056 or ASTM D3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
- 4. Provide all miscellaneous accessories for complete installation.

2.2 ACCESSORY PRODUCTS

- A. Sealant:
 - 1. Acceptable product:
 - a. Concealed Application: Non-curing butyl sealant or equal.
 - b. Exposed Application: Terpolymer sealant or equal.
 - 2. Colors: As selected by owner from sealant manufacturer's standard selection.
- B. Underlayment:
 - 1. Underlayment shall be applied over entire roof area.
 - 2. Underlayment shall be one ply of 40 mil self adhesive membrane. Seams shall be lapped in accordance with manufacturer's recommendations.

2.3 FABRICATION

- A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum ten (10'-0") foot lengths. Provide mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate roofing and related sheet metal work in accord with approved shop drawings and applicable standards.

PART 3 EXECUTION

3.1 PREPARATION

- A. Inspection: Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the pre-formed metal roofing. The installed roof panels will follow the contour of the structure and may appear irregular if not corrected.
- B. Establish straight side and crosswise benchmarks.
- C. Use proper size and length fastener for strength requirements. Approximately five-sixteenths (5/16) inch, is allowable for maximum fastener head size beneath the panel.

- D. Rectangular shaped roofs shall be checked for square and straightness. Gable ends may require setting a true line for the gable clips and setting with string line.
- E. Measure the roof lengthwise to confirm panel lengths, overhangs, coverage of flashings at eaves and ridges and verify clearances for thermal movement.
- F. Pre-roofing conference:
 - 1. Prior to beginning metal roofing work, a pre-roofing conference shall be held to review work to be accomplished.
 - 2. Architect, contractor, metal roofing subcontractor, metal roofing system manufacturer's representative and all other subcontractors who have equipment penetrating roof or whose work involves access to roof shall be present.

3.2 METAL FABRICATION AND EQUIPMENT

- A. Mechanical panel fabrication shall be operated by a trained full time experienced technician.
- B. Mechanical equipment shall have a least sixteen (12) rolling stations and provide a product identical to factory manufactured product.

3.3 ROOFING AND FLASHING INSTALLATION

- A. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
 - 1. Clip spacing must be 5' feet for Zone 1 (field)
 - 2. Clip spacing must be 5' feet for Zone 2 (eave, ridge, hip, and rake).
 - 3. Clip spacing must be 5' feet for Zone 3 (corners)
 - 4. Clip spacing for Zones 2 & 3 must extend 58' feet onto the roof area.
- D. Installation of Roof Panels: Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panel system, it is also acceptable to start from the middle of the roof and work toward each end.
 - 1. A stainless steel pop rivet shall be secured through the anchor reveal of the panel leg and extend into the arms of the panel clip located at the ridge of the system. Provide at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.
 - a. Be sure to capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
 - b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
 - 2. The seam caps are shipped with two (2) beads of factory applied hot melt sealant located inside the caps. To install the caps, hook one side of the cap over the panel edge and rotate over the op-

posite panel leg. For ease of installation, start at one end of the panel and work toward the opposite end.

3. A hand crimping tool is used to crimp the cap around the top of two adjacent panels.
 4. Caps shall then be permanently seamed with manufacturers mechanical seamer.
 5. At the end of each day's work, seam caps shall be mechanically seamed or hand crimped (crimp 4 inches every 8 feet) to reduce the possibility of wind damage prior to completion of the project.
 6. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.
- E. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on shop drawings.
- G. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as determined by manufacturer's design analysis to resist specified uplift and thermal movement forces.
- H. Seal laps and joints in accordance with roofing system manufacturer's product data.
- I. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
- J. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- K. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- L. Maximum variation from true planes or lines shall be one-fourth (1/4) inch in twenty (20) feet and three-eighths (3/8) inch in forty (40) feet or more.
- M. Form joints in linear sheet metal to allow for one-fourth (1/4) inch minimum expansion at twenty (20) feet on center maximum and eight (8) feet from corners.
- N. At joints in linear sheet metal items, set sheet metal items in two (2), one-fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- O. Remove damaged work and replace with new, undamaged components.
- P. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- Q. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

END OF SECTION
DIVISION 7

SECTION 07620 - SHEET METAL FLASHING AND TRIM

PART I - GENERAL

- 1.01 Related Documents
- 1.02 Work Included
- 1.03 Quality Assurance
- 1.04 Submittals
- 1.05 Product Handling

PART II - PRODUCTS

- 2.01 Materials and Gauges
- 2.02 Nails, Rivets and Fasteners
- 2.03 Related Materials

PART III - EXECUTION

- 3.01 Examination
- 3.02 Fabrication
- 3.03 Lead Flashing Installation
- 3.04 Cleaning

DIVISION 7

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SECTION 07620 - SHEET METAL FLASHING AND TRIM

PART I - GENERAL

1.01 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.02 Work Included

- A. Installation of new lead flashings.
- B. Installation of coping, counter flashings, gutters and downspouts.

1.03 Quality Assurance

- A. Qualifications of Installers: At least one person shall be present at all times during execution of this work who is thoroughly trained and experienced in the materials and methods required to fabricate and install the flashing and sheet metal work specified herein.
- B. Codes and Standards:
 - 1. Comply with all pertinent codes and regulations.
 - 2. Comply with all pertinent recommendations of 1988 edition of "Architectural Sheet Metal Manual" of the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)

1.04 Submittals

- A. Product Data: Submit manufacturer's product specifications, installation instructions and general recommendations for each specified sheet material and fabricated product.
- B. Submit two (2) 12" long completely finished units of specified factory-fabricated products exposed as finished work.
- C. Shop drawing: Submit shop drawings for review showing layout, joining, profiles, and anchorage of fabricated work, including major counter flashings, trim/fascia units.

1.05 Product Handling

- A. Protection: Protect flashing and sheet metal materials before and during installation.
- B. Replacements: In event of damage, make all repairs and replacements necessary.

PART II - PRODUCTS

2.01 Materials and Gauges

- A. Where sheet metal is required and no material or gauge is indicated, furnish and install the highest quality and gauges commensurate with referenced standard.
- B. Pre-finished Metal: 24 gauge, metal roof system, trim, coping, gutters, downspouts and counter flashings. Finish shall be factory applied "Kynar 500" fluorocarbon resin-based coating. Standard color is to be chosen by the owner.
- C. Heater and Air Vents: 20 gauge, galvanized metal.
- C. Lead Flashings: Sheet complying with FS QQ-L-201, Grade B; formed from Common Desilverised Pig Lead complying with ASTM B-29. Weight 4.0 lbs sq/ft unless otherwise specified.

2.02 Nails, Rivets and Fasteners

- A. Nails: Galvanized
- B. Rivets: Soft iron having rust-resistive coating.
- C. Exposed Fasteners and Washers: Stainless Steel Screws.
- D. Unexposed Fasteners and Washers: Cadmium plated.

2.03 Related Material

- A. Flux: For use with galvanized iron or steel: Raw Muriatic Acid.
- B. Solder: Conform to current ASTM B-32, 50% tin and 50% lead.
- C. Burning Rod for Lead: Same composition as lead sheet.
- D. Joint Sealant: One part Polyurethane Sealant.

PART III - EXECUTION

3.01 Examination

- A. Verify all existing work is complete to point where this installation may commence.
- B. In the event of discrepancy, notify Owner. Do not proceed until discrepancies have been resolved.
- C. Field measure site conditions prior to fabricating work.

3.02 Fabrication

- A. Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA and other industry practices.
- B. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of work.
- C. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.

3.04 Cleaning

- A. Clean exposed metal surface removing substances which might cause corrosion of metal or deterioration of finishes.

END OF SECTION 07620

GENERAL NOTES

1. The Contractor should fully understand that the Work includes the use of manufacturer's certified/approved installers (roofers) in order to obtain long term manufacturer's guaranty.
2. The division of Work among the various trades or subcontractors (if any) necessary and the coordinating of the total Work is the Contractor's responsibility.
3. The Contractor shall field verify existing dimensions and conditions.
4. Confine movements on Owner's property to areas designated at the pre-construction conference.
5. Materials are shown layered for clarity. Treatments are continuous. Materials are new unless otherwise indicated.
6. Principal openings through roof may not be shown. Contractor shall provide new flashings, curbs, etc., throughout to complete roof system.
7. Once a particular treatment is noted on a Detail or Roof Section, it will not be repeated on subsequent Details and Roof Sections.
8. New curbs shall be wood-faced.
9. Curb heights shall be 8" minimum from top of membrane to top of curb. Provide additional nailers to curbs under 8". Curb tops shall be level.
10. Fasteners to be mechanical fasteners or as indicated. Fasteners used in the work are to provide 1 1/2" penetration into the substrate or as required by the fastener manufacturer.
11. Flashings are to be provided in a water-shedding fashion.
12. Should conditions exist that are not adequately detailed, inform the Owner's Representative and additional details/directions will be provided. Do not proceed without direction from the Owner's Representative.

Northampton County Personnel Policy:

Mrs. Marcenda Rogers, Human Resources Director, appeared before the Board to seek endorsement from the Board for the approval of the revisions and updates to the Grievance Procedures and Appeal policies, Article IX, and the Separation, Disciplinary Action & Reinstatement, Article VIII.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to table this matter until the new Board is seated. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

DECISION PAPER

TO: Board of Commissioners
FM: Marcenda Rogers, HR Director
DT: November 19, 2018

RE: Northampton County Local Government Policy Updates

PURPOSE:

The purpose of this decision paper is to seek the endorsement of the Board of Commissioners for the approval of the revisions and updates to the Grievance Procedures and Appeal policies, Article IX and the Separation, Disciplinary Action & Reinstatement, Article VIII.

FACTS:

1. Due to the repetitiveness of Separation, Disciplinary Action and Reinstatement Policy and the Grievance Procedures and Appeal policies, the section titled Appeal of Adverse Action for Permanent General County Employees have been deleted. Even with this deletion, we will continue to adhere to "Due Process" by the means of our Separation, Disciplinary Action and Reinstatement Policy, Article VIII. Under this policy the County shall give the employee advance notice that the Department Head is considering recommending disciplinary action up to and including termination.

2. Pre-disciplinary Conference- The Department Head must show that he/she has a good reason for disciplinary action up to and including termination. The employee is given the opportunity to dispute that he/she should not be disciplined and/or to remain employed with counsel.

3. The County has a progressive disciplinary process to include a verbal warning, a first written warning and the final written warning is given when an employee fails to correct a problem after being given a reasonable opportunity to do so. Usually there is a monitoring period to include counseling sessions.

DISCUSSION:

The Board's evaluation of the draft copy of the Northampton County Article IX Grievance Procedures and Appeal policies submitted, November 19, 2018.

RECOMMENDATION:

It is the recommendation of the Human Resources Director for the Board of Commissioners to approve the updates and revisions to the Northampton County Personnel Policy-- Article IX "*Grievance Procedures and Appeal Policies*" and Article VIII the "*Separation, Disciplinary Action & Reinstatement*", effective November 19, 2018.

COORDINATION:

Finance Officer: Concur/Nonconcur
Concur/Nonconcur Comments

County Manager: ~~Concur~~/Nonconcur
Concur/Nonconcur Comments



ARTICLE IX: GRIEVANCE PROCEDURES AND APPEAL POLICIES

Section 2. Complaint Policy-Formal (SAFE) Secure Anonymous & Fair Employee Service Hotline Policy

A. Purpose

"added" This formal complaint process is designed to resolve problems, issues or complaints that cannot be resolved informally through working with the appropriate supervisor(s) and department head. Although the process is confidential, if specific people are identified as potential causes for workplace problems, they will be notified of the specific issues or complaints.

If there is a specific complaint, the complainant's identity cannot be withheld from the person they are identifying as the source of a problem. While the SAFE hotline is being established to promote and protect employee anonymity, should any complainants identify themselves on the hotline; their anonymity shall be deemed waived.

Disciplinary action resulting from this complaint will be applied only after the complaint has been fully investigated. During this process, the complainant and all parties identified as sources of the problem are not to contact each other about the complaint, unless this is arranged as part of the resolution. Retaliation against the complainant is expressly forbidden. Disciplinary action up to and including termination will be applied for all violations of this policy (*Refer to the Secure Anonymous & Fair Employee Service Hotline Policy*).

Important Note: Workplace conflicts that allege violations of employment laws, equal opportunity laws or affirmative action violations (or County policies related to these laws) will be referred to the County's Discrimination and Harassment complaint process.

Section 3. Appeal of Adverse Actions for Employees Subject to STATE HUMAN RESOURCES ACT

A. Purpose

This policy provides appeal procedures for *career-status employees* of the Northampton County Health or Social Services Departments who have been separated due to a reduction-in-force, demotion, suspension, dismissal or received a reduction in pay for disciplinary reasons.

This policy also applies to employees who believe they have been discriminated against because of age, sex, race, color, national origin, religion, creed, genetic information, political affiliation or disability.

Effective: July 1, 2017
Updated: 11/1/2018

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(2)

ARTICLE IX: GRIEVANCE PROCEDURES AND APPEAL POLICIES

- d) The Supervisor should review the issues from the meeting and reach a conclusion regarding the issue. The Supervisor should make recommendations regarding the issue in writing to the employee within seven (7) days of the meeting. The letter should contain a summary of the issues and recommended actions that can be taken to resolve the issue, or if no action is recommended, reasons why.
- e) If the employee is unsatisfied with the immediate Supervisor's response, he/she may request a meeting with the next highest supervisor or Department Head.
- f) At this meeting, the employee shall again present the issue being grieved, reasons for the grievance, and recommended solutions from the employee.
- g) The Department Head shall review all matters regarding the issue and provide a written response to the employee within seven (7) days of the meeting. The letter shall review the conference points and provide recommendations for resolution. This is the final step in the grievance procedures and the employee shall accept the Department Head's recommendations regarding the grievance.

If the issue involves other employees of the agency, the management shall include those employees in the review of the situation and should consider their input and feedback in the final decision process.

~~Section 3. Appeal of Adverse Actions for Permanent General County Employees~~

~~This section provides the appeals procedures for General County employees not subject to the STATE HUMAN RESOURCES ACT in regard to Adverse Actions taken against an employee. Employees of the Sheriff's Office and Register of Deeds are not covered by this policy.~~

~~A County employee who has an adverse action taken against them may file for a formal appeal of the adverse action. The policy provides for specified timeframes in which the appeal must be requested. Failure of the employee to request the appeal procedure in a timely fashion will result in the loss of all appeal rights granted under this policy.~~

~~There are three (3) steps, which a General County employee may take to have an appeal on an adverse action heard. They are as follows:~~

- ~~1. STEP 1: The employee with an adverse action who seeks the first step in the appeal process shall request IN WRITING for an appeal. The request must be submitted to the Department Head and must be received within fifteen (15) days of the occurrence of the adverse action.~~

ARTICLE IX: GRIEVANCE PROCEDURES AND APPEAL POLICIES

~~The Department Head will then schedule a formal hearing and inform the employee in writing of the specific date and time of the hearing. The employee, at this hearing, will be able to provide information to the Department Head regarding the adverse action and reasons for the appeal. All pertinent evidence and information should be submitted in copy form to the Department Head for consideration. The Department Head shall then render a decision in writing within ten (10) days to the employee.~~

2. ~~STEP 2: If the employee is not satisfied with the decision made, the employee may request a second appeal to the County Manager. The employee shall submit a formal appeal request in writing to the Northampton County Manager within thirty (30) days of the date of the letter of the Department Head decision notification.~~

~~The County Manager will then schedule a formal appeals hearing and inform the employee in writing of the date and time of this hearing. The employee, at this hearing, will be able to provide evidence on their behalf to the County Manager regarding the adverse action and reasons for the appeal. All pertinent evidence and information should be submitted in copy form to the County Manager. The County Manager shall then render a decision regarding the appeal in writing within ten (10) days to the employee.~~

3. ~~STEP 3: If the employee is not satisfied with the decision made by the County Manager, the employee may request a second appeal to the Northampton County Board of Commissioners. The request shall be submitted in writing within thirty (30) days of the date of the decision notification letter from the County Manager. The request shall be in writing and directed to the Clerk to the Board of Northampton County Commissioners.~~

~~The Clerk will then schedule a formal appeals hearing with the Northampton County Commissioners and notify the employee in writing of the date and time.~~

~~The employee, at this hearing, will be able to provide evidence on their behalf to the County Commissioners regarding the adverse action and reasons for the appeal. All pertinent evidence and information should be submitted in copy form to the Commissioners for consideration.~~

~~The Board of Commissioners will render a decision regarding the appeal in writing within ten (10) days to the employee.~~

~~This decision is the final decision and the last step in the Appeal Process for County employees not subject to the STATE HUMAN RESOURCES ACT.~~

ARTICLE IX: GRIEVANCE PROCEDURES AND APPEAL POLICIES

Key Points Regarding this Policy:

- a) All timeframes must be met. Failure to meet timeframes results in loss of appeal rights under this policy.
- b) All requests for appeals must be in writing.
- c) Employees in probationary or temporary employment situations do not have rights under this policy.
- d) Each adverse action shall have a copy of the appeals process attached, as well as each written decision in every step of the appeal process.
- e) Only employees in a permanent status have appeal rights under this policy.

Deleted
~~It is important to note that employees of the SHERIFF'S OFFICE and REGISTER OF DEEDS do not have appeal rights under this policy, since they may be discharged at will. Employees of these departments do have a right of protection under federal workplace laws.~~

Section 4. Appeal of Adverse Actions for Career Status Employees Subject to STATE HUMAN RESOURCES ACT

Employees of the Department of Social Services, Health Department and the Emergency Management Coordinator are subject to the STATE HUMAN RESOURCES ACT and have appeal rights granted under the STATE HUMAN RESOURCES ACT. Employees subject to the STATE HUMAN RESOURCES ACT have specific procedures in which they must follow to formally appeal an adverse action.

A *career status employee* who has been demoted, suspended without pay shall have fifteen (15) calendar days from the date of his/her receipt of written notice of such action to file an appeal through the appeals policy granted to employees subject to the STATE HUMAN RESOURCES ACT.

An employee who alleges discrimination may elect to follow the normal appeals policy granted to them via the STATE HUMAN RESOURCES ACT.

ARTICLE VIII: SEPARATION, DISCIPLINARY ACTION & REINSTATEMENT

basis of the disciplinary actions, required for dismissal on the basis of inadequate performance.

For employees subject to the provisions of the STATE HUMAN RESOURCES ACT who have received a written disciplinary action, the document shall be removed from the employee's personnel file after a period of 18 months. For General County employees, the documentation may remain in the personnel record indefinitely. Written disciplinary actions are **not** grievable.

3. Dismissal

An employee of the County may be dismissed of duties for unsatisfactory job performance after all disciplinary action has failed. Before dismissal shall occur, the following steps **must** be taken:

- a. The Supervisor shall discuss with the Department Head the recommendations to dismiss for unsatisfactory job performance. Evidence must be shown that the employee is failing to perform any or all aspects of their job to an acceptable standard and show all previous attempts, including the Disciplinary Process, to work with the employee to improve job performance.
- b. When a decision is made, a **pre-disciplinary conference** shall be scheduled with the employee in writing. A **pre-disciplinary conference** shall be conducted with the Supervisor and the Department Head.

The purpose of the pre-disciplinary conference is to inform the employee that management is considering dismissal due to unsatisfactory job performance and to receive comment or feedback from the employee regarding the pending dismissal. It also allows the employee to provide any information on their behalf that may be considered in the final decision.

added

Advance notice in writing shall be provided to the employee at least five (5) working days prior to the conference. The management shall inform the employee that this will be a pre-disciplinary conference, and provide the time, date, and location of the conference; give specific reasons why dismissal is being considered and a summary of the information supporting that recommendation; indicate that action is being considered but **not** yet decided.

ARTICLE VIII: SEPARATION, DISCIPLINARY ACTION & REINSTATEMENT

Added

The employee shall then have an opportunity to agree/disagree, respond, refute, or offer information or arguments to support his/her position. Every effort shall be set forth to ensure that the employee has full opportunity to present information on his/her behalf—with the assistance of counsel. Management may have present a second representative and, if necessary, security personnel.

- c. Following the conference, management shall review and consider the response of the employee and reach a decision on the proposed recommendation.

If the decision is to dismiss the employee for unsatisfactory job performance, a **letter of dismissal** shall be prepared outlining the specific reasons for the decision, the effective date of the dismissal, and any appeal rights set for the employee.

Management shall determine the effective date for dismissal for unsatisfactory job performance. If the decision is to dismiss, the decision shall **not** be communicated to the employee prior to the next business day, but before the end of the second (2) business day.

Grossly Inefficient Job Performance

Failure to satisfactorily perform job requirements as set out in the job description, work plan, or as directed by the management of the County; and the act or failure to act causes or results in:

1. Death or serious bodily injury or creates conditions that increase the chance for death or serious bodily injury to an employee(s) or to members of the public or to a person(s) for whom the employee has responsibility; or,
2. The loss of or damage to county property or funds that result in a serious adverse impact on the County.

In the case of Grossly Inefficient Job Performance, the employee may be dismissed following a **pre-disciplinary conference** if the actions warrant, or the employee may be suspended, demoted, or have the Disciplinary Process under Unsatisfactory Job Performance implemented. The basis for the degree of action taken in a Grossly Inefficient Job Performance incident is measured on the specific incident and its consequence.

C. Unacceptable Personal Conduct – an act that is:

NC Department of Health and Human Services MOU:

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of the modifications to the NC Department of Health and Human Services MOU.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the modifications to the NC Department of Health and Human Services MOU. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**



**NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MICHAEL BECKETTS, MSW, MS, MEd • Assistant
Secretary

November 14, 2018

Dear County Manager and County Director of Social Services:

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

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

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "M. Beckett", is placed above the printed name of the signatory.

Michael A. Beckett
Assistant Secretary for Human Services

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • OFFICE OF COMMUNICATIONS

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

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Modifications to the MOU

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

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

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

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

2.1 Default and Modification

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

12.0 Notice

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

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

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

14.0 Responsibilities of the County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT X— CORRECTIVE ACTION

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

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

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

2. Performance Improvement Plan

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

3. Continued Non-Compliance

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

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

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

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

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

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

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

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

Northampton County

BY: _____
Name

TITLE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Name

TITLE: _____

DATE: _____

Citizens/Board Comments:

None heard.

Chairman Carter called for Board Comments.

Commissioner Tyner thanked the citizens for coming. He also stated he hopes to see everyone on December 3 for our next Commissioners meeting.

Vice-Chairwoman Greene had no comment.

Commissioner Deloatch had no comment.

Commissioner Faulkner thanked all of the citizens for attending. She made comments referring Facebook live, being involved and engaged in county government, and state ID for voting purposes.

Chairman Carter also thanked everyone for coming and wished everyone a Happy Thanksgiving.

Chairman Carter called upon Mr. Albert Vann. Mr. Vann stated to Commissioner Greene, Commissioner Carter, and Commissioner Deloatch that he is very appreciative of the service that they have provided to the county. He also wished everyone a Happy Holidays.

A motion was made by Geneva Faulkner and seconded by Fannie Greene to recess regular session and enter into closed session for the purpose of G.S. 143-318.11 (a)(3). **Question Called:** **All present voting yes. Motion carried.**

Commissioner Tyner exited the meeting.

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to recess Closed Session and reconvene regular Session. **Question Called:** **All present voting yes. Motion carried.**

Removal of Present Use Valuations on Parcels 02-02139 and 02-02160:

Mr. Scott McKellar, County Attorney, appeared before the Board to obtain a decision on a tabled matter about the removal of present use values on parcels 02-02139 and 02-02160 for Mr. Gary Bridgers.

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the appeal of the removal of present use value on parcels 02-02139 and 02-02160 for Mr. Gary Bridgers. **Question Called:** **All present voting yes. Motion carried.**

Appeal of Deferred Taxes on Parcel 01-03912:

Mr. Scott McKellar, County Attorney, appeared before the Board to obtain a decision on a tabled matter on Parcel 01-03912 for Mr. Ronald Smith on behalf of Geneva Smith that does not meet the agriculture minimum size requirements.

A motion was made by Fannie Greene and seconded by Chester Deloatch to deny the request due to the parcel # 01-03912 not meeting the agriculture minimum size requirements. **Question**
Called: All present voting yes. Motion carried.

A motion was made by Chester Deloatch and seconded by Fannie Greene to adjourn. **Question**
Called: All present voting yes. Motion carried.

Komita Hendricks, Clerk to the Board
"r.m. 11-19-18"