

The Northampton County Board of Commissioners will meet in Regular Session on Wednesday, July 6, 2016 at 10:00 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for June 20, 2016 3
2		Approval of Closed Session Minutes for June 20, 2016
3		Approval of Agenda for July 6, 2016 61
4	10:05	Ms. Emily Wheeler, 4-H NCACC Annual Conference Youth Delegate
5	10:20	Ms. Leslie Edwards, Finance Officer Budget Amendments 64
6	10:35	Mr. John White, Acting Health Director Board of Health Appointment 81
7	10:50	Mr. Gary Brown, EDC Director 1) Public Hearing Request- Proposed Short-Term Lease 2) Resolution- West Fraser Wastewater Infrastructure Project 84
8	11:05	Ms. Kimberly Turner, County Manager 1) Amendment to Northampton County Bid Requirement Policy 88 2) Public Hearing Request- Appointments to Woodland Planning Board 3) Roanoke-Chowan Regional Housing Authority Appointment. 95 4) NCACC Annual Conference Voting Delegate 96 5) Management Matters
9	11:20	Citizens/Board Comments
10	11:50	Closed Session G.S. 143-318.11(a)(4)- EDC Report
	12:05	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 1

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Regular Meeting Minutes for June 20, 2016

Michelle Nelson
Clerk to the Board

1 Approval of Regular Meeting Minutes for June 20, 2016

**NORTHAMPTON COUNTY
REGULAR SESSION
June 20, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on June 20, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, Virginia Spruill, and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar, and Michelle Nelson

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner had no changes.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. She also gave the Invocation, and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for June 6, 2016:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the regular session minutes for June 6, 2016. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for June 6, 2016:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session Minutes for June 6, 2016. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for June 20, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda for June 20, 2016 as is. **Question Called: All present voting yes. Motion carried.**

Roanoke Connect Initiative:

Mr. Marshall Cherry, COO for Roanoke Electric Cooperative, appeared before the Board to update them on a project that Roanoke Electric is working on. The project is called Roanoke Connect. Mr. Cherry explained that there is already 100 miles of fiber that is here in the area (along US 158) and Roanoke Electric will be extending an additional 100 miles of fiber from that network, building a backbone in our region. The main purpose is to meet the core needs of Roanoke Electric Cooperative but also to meet the needs for regional collaborators. Mr. Cherry

introduced Ms. Angie Bailey, of ECC Technologies. She explained that they are a partner on this initiative. They have designed and are building the backbone.

Chairwoman Greene called for a 5 minute break.

HCCBG Public Hearing:

Chairwoman Greene recessed Regular Session to enter into a Public Hearing.

Mrs. Joslyn Reagor, Office on Aging Director, appeared before the Board to obtain approval of the Home and Community Care Block Grant allocations and services for FY 2016-2017.

Chairwoman Greene called for public comments.

None were heard.

Chairwoman Greene closed the Public Hearing to enter back into the Regular Session.

A motion was made by Virginia Spruill and seconded by Chester Deloatch that the Board of Commissioners approve the Home and Community Care Block Grant allocations and the local match for county agencies as identified in attachment number 1. **Question Called:** *All present voting yes.* **Motion carried.**

Chairwoman Greene thanked Mrs. Reagor for the service she provides regarding the home delivered meals program. She said it is very much needed across the County, and it has been a great service. She also noted that we are getting additional funding for the seniors. She thanked Mrs. Reagor for her hard work. Mrs. Reagor said she would like to give that praise to the providers for making it happen.

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

DECISION PAPER

To: Northampton County Board of Commissioners
From: Office on Aging
Date: June 20, 2016
Reference: Home and Community Care Block Grant Allocations for FY 2016-2017

Purpose: To obtain the Board's approval of the Home and Community Care Block Grant allocations and services for FY 2016-2017.

Facts:

- 1) Each year Northampton County is allocated monies through the Home and Community Care Block Grant for services for eligible senior adults.
- 2) The Office on Aging was appointed Lead Agency by the County Board of Commissioners in 1995 and an Advisory Board on Aging was also formed to serve as the Block Grant Committee.
- 3) It is the responsibility of the Office on Aging Financial Advisory Board to recommend which services to fund and how much is to be allocated to each service. (see Attachment 1)
- 4) The Financial Advisory Board has reviewed sealed proposals.
- 5) The preliminary schedule of federal and state funding for fiscal year 2016-2017 for Northampton County is \$288,295. Northampton County Office on Aging has been advised that it may be a reduction in allocation contingent on Legislature approval.

Discussion:

The Financial Advisory Board met on May 15, 2016 to review sealed proposals and to receive block grant providers' presentations. Providers and allocations were voted on by the Office on Aging Advisory Committee. The J. W. Faison Senior Center, Lake Gaston Retirement Village Foundation, Inc. and Department of Social Services, are responsible for their own 10% match and the county Match the Health Department.

Conclusion:

Approval of this funding will allow senior adults in Northampton County to continue to receive services as listed on Attachment 1.

Recommendation:

Page 2
June 20, 2016

That the Board of Commissioners approves the Home and Community Care Block Grant allocations and local match for county agencies as identified in Attachment 1.


Respectfully Submitted

Joslyn Debraux-Reagor
Northampton County Office on Aging

Coordination:

Kimberly Turner, County Manager

Concur

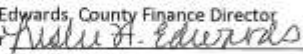

6/15/16

Concur with Comment

Non-Concur

Leslie Edwards, County Finance Director

Concur



Concur with Comment

Non-Concur

Attachment 1

HCCBG Allocation FY 2016-2017

Health Department	
Home Delivered Meals	74,000
<u>Lake Gaston RVF, INC.</u>	
Medical Trans	700
General Trans.	100
Home Improvement	<u>5,000</u>
	5,800
<u>J. W. Faison Senior Center</u>	
Senior Operations	44,373
Congregate	20,649
Medical Trans.	7,578
General Trans.	<u>13,500</u>
	86,100
<u>DSS</u>	
In Home Level I	28,811
In Home Level II	82,778
Adult Care	3,859
Adult Day Health	<u>6,947</u>
	122,395
<u>TOTAL</u>	<u>288,295</u>

Solid Waste Availability Fee and Microcomm Service Contract Agreement:

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval for an increase of Solid Waste Availability Fees. He said each year there has been an increase in their contract price through Waste Industries. There was a 1.8% increase in the contract price. This is why Mr. Morris is proposing the increase. The new fee will be \$210.86 a year.

Chairwoman Greene asked for public comments on this matter.

Mr. Tim Hollowell asked how many accounts Mr. Morris had. Mr. Morris replied that he has 10,440 plus or minus some. It is a changing number each day.

Mr. Tony Burnette asked if we are looking at incurring any other costs in reference to Solid Waste any time in the near future. Mr. Morris said not that he was aware of at this time, but he stated that each time we apply for a grant for our scrap tires, each time the grant submittal package is sent out to them for a grant for our scrap tires, it is noted that it may not be a guarantee that the scrap tire funds will be there for grants. Right now it's sustainable. There is no cost to the County, but that may be going away some time in the future. He said that would be the only additional cost he may see in the future.

A motion was made by Joseph Barrett and seconded by Virginia Spruill that the Board of Commissioners approve the recommended rate changes for the Solid Waste Availability Fees to be effective July 1, 2016. **Question Called: All present voting yes. Motion carried.**

Mr. Morris also asked for approval from the Board for the authorization of a service agreement with Microcomm for the upcoming fiscal year 2016-2017.

A motion was made by Robert Carter and seconded by Joseph Barrett that the Board of Commissioners approve for the Public Works Department to enter into a service agreement with MICROCOMM for the amount of \$6,500 annually to be renewed on a yearly basis. **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: Jason S. Morris, Public Works Director

Date: June 20, 2016

Reference: Solid Waste Availability Fees

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for an increase of Solid Waste Availability Fees.

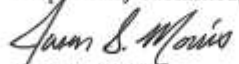
Facts:

1. The Solid Waste Enterprise Fund is operated like a business and is a service fee based program.
2. The last increase approved for the Solid Waste Availability fee was effective as of July 1, 2013.
3. The Solid Waste Availability Fee needs to be increased. The Proposed rate increase would be \$0.53 per month per improved property.

Discussion: This increase is needed to provide the Solid Waste Budget with funds to operate under the proposed balanced budget for Fiscal Year 2016-2017. This recommended increase is directly related to an increase in operational costs and an increase in contract costs imposed each year based on the percentage in the Consumer Price Index for the Southeast Region for the transportation, collection and disposal costs for municipal solid waste.

Recommendation: Public Works Department recommends the Board of Commissioners approve recommended Rate Changes for Solid Waste Availability Fees to be effective July 1, 2016.

Respectfully submitted,


Jason S. Morris
Public Works Director

Coordination:

Finance Officer

Concur Reslie A. Edwards

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly B. Dun 6/13/14

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: June 20, 2016

Reference: MICROCOMM Service Contract Agreement

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for the authorization of a service agreement with MICROCOMM for the upcoming Fiscal year 2016/2017.

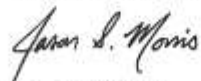
Facts:

1. The Water and Sewer Division's MICROCOMM water scada system was originally installed in July 2002.
2. We currently have twenty three (23) water sites that are monitored by this scada system. These sites include: Water Booster Pump Station sites, Well sites, Water Tank sites, and the Base Station site.
3. The terms and conditions of this agreement have been slightly modified from its original contract approval that was approved on May 19, 2014 and renewed on July 20, 2015.
4. There is an increase in the service agreement cost of \$250.00 from the previous year. If approved, this agreement will become effective on 8/1/16.

Discussion: This agreement has helped reduced the maintenance cost of having to replace technical items as they near the end of their intended life cycle. With the age of the current MICROCOMM scada system, issues can arise from malfunctioning equipment that would prevent the needed monitoring of the water system. Replacement parts for the very technical items can get very costly.

Recommendation: Public Works Department recommends the Board of Commissioners approve to enter into a service agreement with MICROCOMM for the amount of \$6,500.00 annually to be renewed on a yearly basis.

Respectfully submitted,



Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Leslie A. Edwards

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly L. Lane

Non-concur _____

Concur with comment As long as the increase is funded in
already submitted FY 16-17 Budget

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR MICROCOMM	
VENDOR # 14281		Address	15895 S. Pflumm Rd., Olathe, KS 66062
		Contact	Mark Stockton, ph: 913-390-4500
		1 Originals	0 Copies
CONTRACT #		Amount \$	6,500.00
New Contract	No		
Renewal	Yes	Date originally approved by the Board of Commissioners 5/19/2014	
Cost or Material Changes	No		
Original Contract sent to Contract Administrator		Date:	6/13/2016
Originating Department/Individual: Public Works/Jason Morris		Item or Service:	Water Scada System
Department Involved: Public Works/Water and Sewer Div.		Type of Contract:	Service Agreement
Line Item Budgeted: 61-7110-5352-00		Period of Coverage:	12 months
GRANTS			
Board approval for Application	Approved	Set	Verified
Board approval for Acceptance	Approved	Set	Verified
COUNTY ATTORNEY	Date Received: 6/13/2016	Date Approved: 6/13/2016	
Approved as to Form: YES	Approved as to Legal Sufficiency: YES		
Revisions Necessary? NO	Board Action Necessary? YES		
Date Revisions were made? N/A	Signature: <i>Jason Morris</i>		
FINANCE <i>File</i>	Date Received: 6/14/16	Date Audited: 6/14/16	
Non encumbered contract Yes <input type="checkbox"/> No <input type="checkbox"/>			
ASSISTANT COUNTY MANAGER	Date Received	Date Approved:	
COUNTY MANAGER	Date Received 6/15/16	Date Approved: 6/15/16	
BOARD OF COMMISSIONERS	CLERK TO THE BOARD	6/15/16	
Date approved by Board	Date Received	Date Attested:	
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr Clerk
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:	



15895 S. Plumm Rd.
Olathe, KS 66062
(913) 390-4500
FAX: (913) 390-4550
www.micro-comm-inc.com

6/9/16

Attn Chris Wheeler
North Hampton County Public Works
PO BOX 68
Jackson NC 27845

Re: Extended Service Warranty Proposal

Dear Chris Wheeler:

According to our records, your Micro-Comm telemetry system (Job number(s) 02-031 is no longer under warranty. We would like to let you know that we can provide a service plan for \$6500.00 annually that will provide phone support, internet troubleshooting, and Micro-Comm manufactured parts even if they are damaged by lightning! Plus, under the terms of the service contract you will pay a reduced labor rate of \$90/hr in the event travel to your site is required.

Since most insurance companies don't understand telemetry, it is impossible to purchase this type of coverage from anyone else. Likewise, your insurance money is best spent to cover vandalism, flooding, accidents, etc.

The service contract program was designed with you in mind-for example, one of your Micro-Comm telemetry units is down and you need parts. Simply give us a call and the parts will be immediately shipped to you for free. Simply return the broken parts so they may be repaired and returned to stock for future use.

Please read and review the following:

Terms and Conditions of the Service Plan:

1. Micro-Comm, Inc. shall be liable only for the cost or repair of any Micro-Comm manufactured equipment including radio, power supply, batteries, RTU and CTU Battery backup units, relays, phone dialers, light bulbs, external modems, MC L5A and Keller Well Transducers, Minco sensors, relays, and associated equipment required for system operation as designed (see below #6).
2. In the event of equipment failures or equipment damaged by lightning, Micro-Comm will supply troubleshooting, using phone and internet log in to determine parts necessary to complete repairs and return system to previous level of operation. Parts will be shipped by the quickest method available to job site. Customer shall supply labor for removal and installation of equipment at customer's premises. Return of defective equipment to Micro-Comm is customer responsibility.
3. In the event exact replacement parts are no longer available, Micro-Comm will (at its discretion) replace the existing equipment or components with similar or "current production" materials in order to restore the control system back to its original level of operation. Prior to replacement, Micro-Comm will identify the materials to be used, estimate labor to update software, records, drawings and software documentation. Update labor rate of \$90 hour will apply, any new or additional features that are available with this replacement equipment will be offered to the customer for an additional expense, parts plus labor to be quoted upon request.
4. This plan is void and does not apply if damage to equipment is caused by: flooding, high winds, tornado, hurricanes, freezing, fire, chemical damage, vandalism, improper installation, improper maintenance, accident, alteration, abuse, or misuse, (by other than

Micro-Comm, Inc. or it's designates).

- 5 Micro-Comm's sole obligation in case of its equipment failure will be to provide the service specified above. Micro-Comm will not be liable for any consequential or incidental damage to any other manufacturer's equipment arising from Micro-Comm system failures. Micro-Comm will not be liable for downtime, i.e. Overtime labor and travel to and from sites.
- 6 The plan is for Micro-Comm manufactured parts only. The following list is an example of Items; not covered: Non-Micro Comm PLC's, VFD's, BW probes, Omega sensors, chart recorders, chart pens, and paper, phase monitors, pump alternators. Flow meters, flow sensors, chemical feed and chemical monitoring equipment., computers, keyboards, monitors, Computer Battery backup units, printers, routers, switches, external wiring, and cabling.
- 7 The Service Plan coverage provided by Micro-Comm, Inc. begins when current system warranty ends and provides coverage for one calendar year from warranty end date. Warranty end date will be extended when a signed copy of Service Plan and payment are received. Non-Warranty Customer warranty date will be assigned when a signed copy of Service Plan and payment has been received.

Micro-Comm's normal service rates are \$125/hour with a four hour minimum on site service, plus \$50/hour travel time to and from job site, expenses (airfare, car rental, parking + 10%), \$200 overnight (meals and lodging), or \$50 day meals and expenses charge.

Software changes and remote site modifications can be purchased for \$750 per modification, plus \$125 per hour to bring drawings, records, and software up to date for requested changes, quotes will be supplied for requested changes. System upgrades and expansion work can be requested through our sales department.

Under the terms of this service plan, a reduced service rate is provided as part of coverage. \$90/hour with a four hour minimum, plus \$40/hour travel time, expenses (airfare, car rental, parking + 10%), and \$200 overnight (meals and lodging), or \$50 day meals and expenses charge for onsite service. ISP router assistance, internet configuration, network router/switch assistance, and new or backup computer setup of equipment not provided by Micro-Comm will be billed at \$90/hour with a four hour minimum will apply.

Software changes (adding outputs, inputs, flow meter change out, chemical pumps, control group modifications, station type changes) and remote site modifications will be included as part of service contract coverage. Customer will be charged \$90 per hour (4 hour minimum) to bring drawings, records, and software up to date for requested changes. Service Contract customers will receive a discount on new computers, software additions, and same version software updates completed by a Micro-Comm technician.

System upgrades and expansion work will receive a 10% cost savings through system service contract coverage. Discussion of these options and all service matters is available by contacting Mark Stockton, Service Manager, Micro-Comm, Inc. or our sales department at any time convenient for you.

Should you choose to purchase/renew this service plan YOU MUST complete the form below, and return this letter to us with a check payable to Micro-Comm, Inc.

Customers that require an invoice number, please indicate requirement on the returned proposal with a P.O. Number and you will be invoiced as requested. Please write Service Plan number on your check and P.O. If you have any questions, feel free to contact me at any time.

Sincerely,

MICRO-COMM, INC.



Mark Stockton
Service Manager

15895 S. Plumm Rd.
Olathe, Kansas 66062
913-390-4500 office
913-909-3195 cell
mstockton@mc-mail.com

Enclosure

I have read and fully understand the terms and conditions of the Service Plan as stated above.

Accepted by: _____

Date: ____/____/____

Amount of Check Enclosed: _____

Optional, P.O. Number: _____

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Leslie A. Edwards
Finance Officer

Public Budget Hearing:

Chairwoman Greene recessed Regular Session to enter into a Public Hearing.

Ms. Kimberly Turner, County Manager, appeared before the Board to hold a budget Public Hearing to present the Proposed General Fund Operating Budget for the fiscal year beginning July 1, 2016 for the Board's consideration and approval.

Chairwoman Greene called for public comments. She noted that some of the citizens that filled out the comments sheet for the end of the meeting wanted to talk about the school system, so she asked them if they would like to voice their opinions at this time.

Mr. Albert Vann stated that he's looking at the number of students that will be leaving Northampton County schools and going to Virginia schools or Hertford County schools. He said the problem is the distance the students would have to travel. He said that the parents are concerned about the quality of education in Northampton County. He knows that we won't solve the problems today but he wants the Board to be aware that there is a problem. He said he would like to see each member representing each district on the School Board. He feels this would help.

Mr. Tim Hollowell gave a petition to the Commissioners, which was started by concerned citizens of the County. He said they got over 730 signatures, and these are not all of the ones he will get. He said the citizens that signed the petition are opposed to the closing of Northampton County High School at Creeksville. They are hoping that the School Board would look at more options. He will present another petition to the school Board, hopefully with the additional signatures.

Chairwoman Greene closed the Public Hearing to enter into the Regular Session.

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



OFFICE OF THE
COUNTY MANAGER

Northampton County

"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"

P.O. Box 808
Jackson, NC 27845
Phone (252) 534-2501
Fax (252) 534-1166

June 20, 2016

Northampton County Board of Commissioners
Jackson, NC 27845

RE: FY 2016-2017 Budget Message

Commissioners:

In accordance with the Local Government and Fiscal Control Act, the Proposed General Fund Operating Budget for the fiscal year beginning July 1, 2016 is presented herewith for your consideration and approval. North Carolina State Law requires a two-week notice of the budget public hearing and that the Budget Ordinance is adopted by July 1, 2016. The public hearing for the budget is scheduled for today, June 20, 2016 at 6:35 p.m. in the County Commissioners' Meeting Room. The date, place, and time for the public hearing have been published as required by law.

The FY 16-17 Budget was formulated based on no change to the Ad Valorem Tax Rate of \$0.92 per \$100 of value and sustaining County operations and services at a basic, but effective level. This budget does require a \$2,857,043 appropriation from the undesignated fund balance. One cent on the tax rate generates \$169,866.

This budget provides for an increase of \$332,576 in General County Government; a \$169,069 or a 2% increase in Public Safety; and it sustains effective funding levels in Environmental Protection, Economic and Physical Development, and Health and Human Services.

This budget levies a tax per \$100 value of real and personal properties located within that district in the amount of and for the following fire service tax districts:

- Roanoke-Wildwood Fire Service District-3.1 cents
- Roanoke-Wildwood Fire Service District A-3.1 cents
- Jackson Fire Service District-3.93 cents
- Rich Square Fire Service District-5 cents
- Gaston Fire Service District-7 cents
- Lasker Fire Service District-5.09 cents
- Seaboard Fire Service District-5.75 cents
- Garysburg Fire Service District-6 cents
- Woodland Fire Service District-7.42 cents

FY 2016-2017 Budget Message
June 20, 2016
Page 2

Tax dollars levied for the two Roanoke-Wildwood Volunteer Fire Department Service Districts, the Jackson, Rich Square, Lasker, Garysburg, Woodland, Gaston, and Seaboard Volunteer Fire Department Service Districts will be passed directly to the Volunteer Fire Departments on a monthly basis. This budget does not levy a tax for the Lake Gaston Watershed Improvement District.

BUDGET SUMMARY

The total General Fund Operating Budget is \$33,719,237 which reflects an increase of \$1,782,729 or a 5% increase compared to current funding levels. This budget satisfies a debt liquidation schedule of \$1,415,116 of which \$635,000 is Schools; \$780,116 is general County debt; and, retains a Contingency Fund in the amount of \$100,000.


NORTHAMPTON COUNTY SCHOOLS

This budget appropriates \$4,515,000 to the Northampton County School System. Of that amount, \$3,650,000 is allotted to current expense; \$795,000 to Capital Outlay; and \$70,000 from fines and forfeitures.

The Department of Social Services state and federal funding has been identified within the General Fund Operating Budget.

This budget only has the capability of addressing un-programmed expenditures through a draw down on the Contingency Account or the re-programming of funds from other budgeted line items.

Respectfully submitted,



Kimberly L. Turner
County Manager

cc: Ms. Leslie Edwards, Northampton County Finance Officer
Ms. Michelle Nelson, Clerk to the Northampton County Board of Commissioners

6/20/2016

Northampton County



"A Great place to raise families, profits, and expectations"

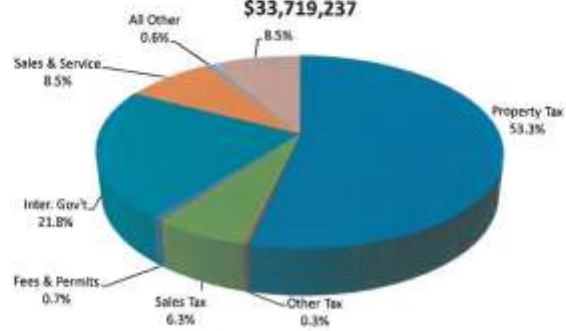
FY 2016/2017

Projected Revenues

By Sources

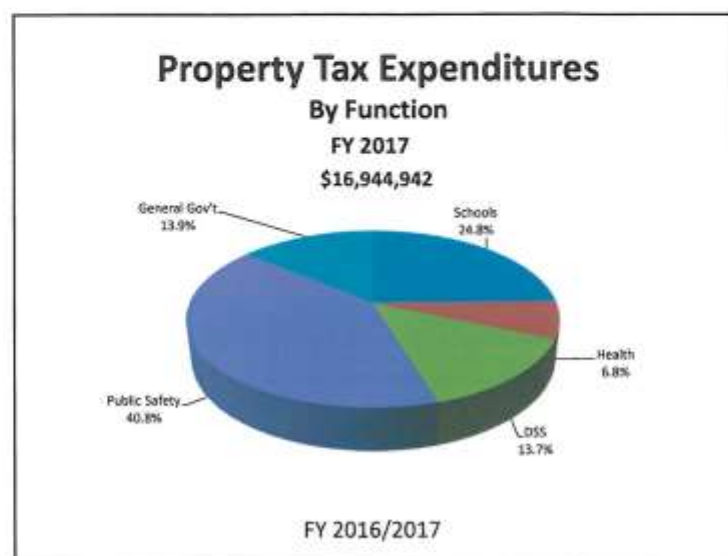
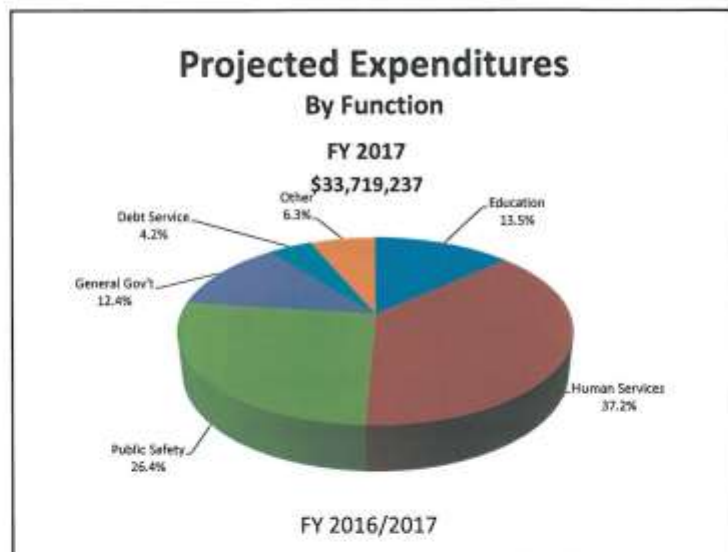
FY 2017

\$33,719,237

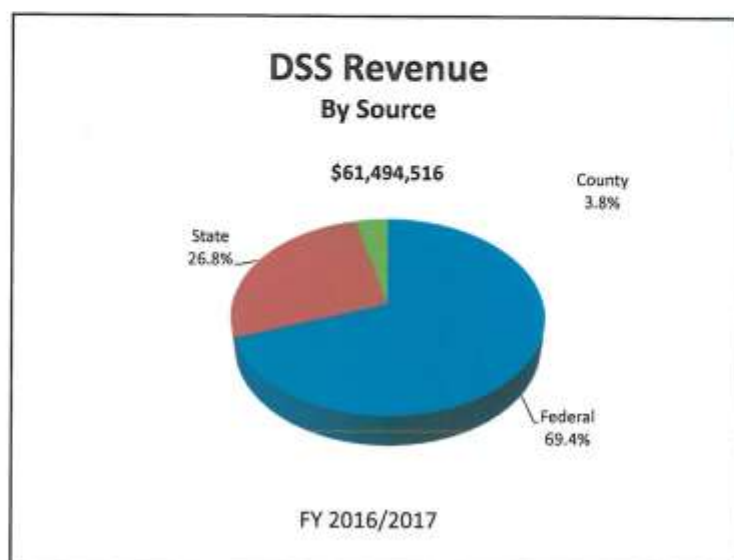
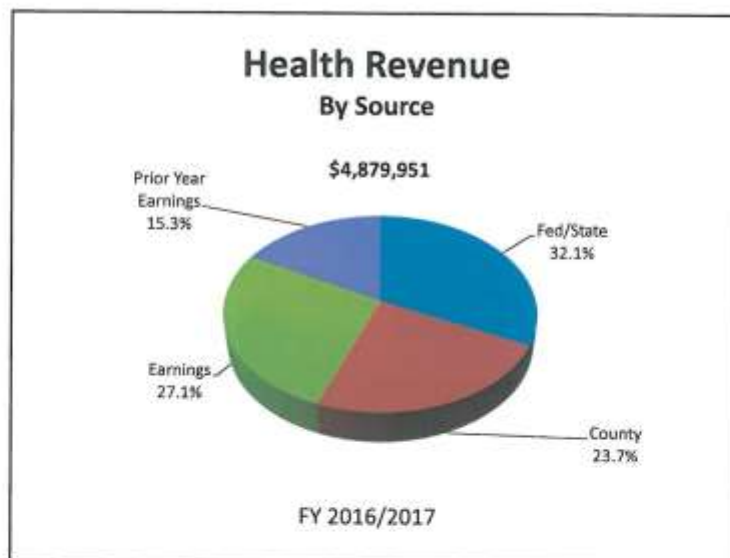


FY 2016/2017

6/20/2016



6/20/2016



Accreditation Commission for Health Care, Inc. Contract:

Mr. John White, Acting Health Director, appeared before the Board to request approval of a contract between The Accreditation Commission for Health Care, Inc. and Northampton County Health Department's Home Health Agency for the purpose of providing accreditation services for the home health agency.

A motion was made by Joseph Barrett and seconded by Virginia Spruill that the Board of Commissioners approve the proposed contract between Northampton County Health Department's Home Health Agency and the Accreditation Commission for Health Care (ACHC) for the purpose of providing accreditation services as presented by Mr. White. **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: June 20, 2016

RE: The Accreditation Commission for Health Care, Inc. (ACHC) for Accreditation Services

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of a contract between The Accreditation Commission for Health Care, Inc. (ACHC) and Northampton County Health Department's Home Health Agency for the purpose of providing accreditation services for the home health agency.

FACTS:

1. Northampton County's Home Health Agency must be accredited in order to bill insurance for the services they provide.
2. Accreditation will eliminate the need for DFS to come in and audit/evaluate the agency yearly.
3. Accreditation last for three years and assures the agency is providing quality care to its patients.
4. This contract was sent to Scott McKellar, county attorney on June 7, 2016 to go through the contract process.
5. The Board of Health adopted this contract at their meeting held on June 9, 2016.

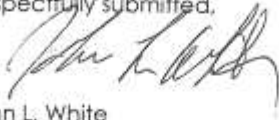
DISCUSSION:

Northampton County's Home Health Agency strives to provide quality, efficient care for its patients. When the agency is accredited, the State is assuring that quality care is being provided. The accreditation process occurs every three years. If the agency is not accredited, it will have to undergo annual visits for inspection from the Division of Facility Services (DFS). Accreditation is also necessary for the agency to be able to bill insurance for services provided. The contract was sent to Scott McKellar on June 7, 2016 to go through the contract process. The Board of Health adopted this contract at their June 9, 2016 meeting.

RECOMMENDATIONS:

The Northampton County Health Department's Home Health Agency recommends that the Commissioners approve the proposed contract between Northampton County Health Department's Home Health Agency and The Accreditation Commission for Health Care, Inc. (ACHC) for the purpose of providing accreditation services as presented above.

Respectfully submitted,



John L. White
Acting Health Director

COORDINATION:

County Manager:

Concur Kimberly L. Dunn

Concur with Comment Please make sure the cost for this service is included in already

Non-concur Submitted FY 16-17 Budget

Finance Director:

Concur Reslie A. Edwards

Concur with Comment _____

Non-concur _____

NORTHAMPTON COUNTY		CONTRACT/VENDOR	
CONTRACT CONTROL SHEET		The Accreditation Commission for Health Care, Inc.	
VENDOR #	5709	Address	139 Weston Oaks Ct. Cary, NC 27513
		Contact	Catherine Bailey, Account Advisor
		2	Originals 0 Copies
CONTRACT #		Amount \$	1,500.00 (Deposit) & 8,200.00 (contract execution)
New Contract	Yes		
Renewal		Date originally approved by the Board of Commissioners	
Cost or Material Changes			
Original Contract sent to Contract Administrator		Date:	6/7/2016
Originating Department/Individual:	John L. White, Acting H.D.	Item or Service:	Accreditation
Department Involved:	Health Department	Type of Contract:	Contract
Line Item Budgeted:	115154-529100	Period of Coverage:	3 years from signing
GRANTS			
Board approval for Application	Approved	Set	Verified
Board approval for Acceptance	Approved	Set	Verified
COUNTY ATTORNEY	Date Received: 6/7/2016	Date Approved:	6/10/2016
Approved as to Form: YES		Approved as to Legal Sufficiency:	YES
Revisions Necessary? YES		Board Action Necessary?	YES
Date Revisions were made?	6/10, By Amy.		
FINANCE	Date Received: 6/13/16	Date Audited:	6/13/16
Non encumbered contract	Yes	No	
ASSISTANT COUNTY MANAGER	Date Received	Date Approved:	
COUNTY MANAGER	Date Received 6/15/16	Date Approved:	6/15/16
BOARD OF COMMISSIONERS	CLERK TO THE BOARD	6/15/16	
Date approved by Board	Date Received	Date Attested:	
CONTRACT ADMINISTRATOR			
Attorney	Finance	Asst Cty Mgr	Cty Mgr Clerk
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:	

April 5, 2013

Northampton County Health Department
9495 NC 305 Highway
Jackson, NC 27845

Dear Customer:

The Accreditation Commission for Health Care, Inc. ("ACHC") has received the correspondence and documentation related to your company's participation in ACHC's Accreditation Program.

Please read the enclosed Accreditation Agreement carefully to ensure that you understand its contents and confirm that you agree with these terms and that the following information is complete and accurate:

1. The Signature and other information under "For Provider" on page 9
2. The fees and payment due dates in Addendum A and in Addendum C
3. The discount and deposit in Addendum A
4. The information about your organization and services offered listed on Addendum A.
5. The information about your locations and services that is listed on Addendum B
6. The Contact Information listed on Addendum A.

Once you have carefully reviewed and understand the entire Accreditation Agreement, please sign and date the Agreement on Page 9, and then proceed with one of the following steps:

- Fax a signed copy to (919) 785-3011; or
- E-mail a signed copy to cgregory@achc.org; or
- Mail the original signed copy to:
Accreditation Commission for Health Care, Inc.
Attn: Catherine Gregory
139 Weston Oaks Ct.
Cary, NC 27513

The entire signed Accreditation Agreement must be returned to ACHC by fax, e-mail, or mail by April 25, 2013 in order to continue the accreditation process.

Please contact our office if you have any questions about the Accreditation Agreement.

Sincerely,

Catherine Gregory
Accreditation Advisor
(919) 785-1214 ext. 229
cgregory@achc.org

AGREEMENT FOR ACCREDITATION SERVICES

This Agreement for Accreditation Services is made and entered into by and between the ACCREDITATION COMMISSION FOR HEALTH CARE, INC., ("ACHC") a North Carolina nonprofit corporation with its main office located at 139 Weston Oaks Ct. in Cary, North Carolina, and Northampton County Health Department (hereinafter called "PROVIDER"), with its main office located at 9495 NC 305 Highway in Jackson, NC.

RECITALS

ACHC is a national accrediting body that has developed accreditation standards for a variety of health care services, including accreditation standards for each of *the Services to be Surveyed* that are identified in Addendum A to this Agreement, and can assess PROVIDER's compliance with ACHC's accreditation standards for those services.

PROVIDER furnishes each of the Services to be Surveyed at each *Provider Location* identified in Addendum B. PROVIDER has reviewed each of the following documents all of which are available at ACHC's Customer Central Website (<http://cc.achc.org>):

ACHC's Accreditation Policies and Procedures;

ACHC's list of all Accredited Programs and Services; and

ACHC's Accreditation Standards for each of the Services to be Surveyed.

PROVIDER wishes to attain Accreditation through ACHC, and also comply with the post-accreditation steps needed to retain that Accreditation, in order to demonstrate to the recipients of its services, and to the government programs and health insurance companies that provide reimbursement for its services, that during the entire period of its Accreditation by ACHC, it has organized the delivery of those services in compliance with industry standards, and will continue to meet those standards as they evolve.

NOW THEREFORE, PROVIDER and ACHC hereby enter into this Accreditation Agreement (the "*Agreement*") and agree as follows:

I. BASIC UNDERSTANDINGS

ACHC and PROVIDER agree on each of the following Basic Understandings concerning the Accreditation Services provided by ACHC under this Agreement:

- 1.1. **Purpose of this Agreement.** PROVIDER is entering into this Agreement to contract with ACHC for an *Accreditation Survey* in order to seek Accreditation from ACHC which, upon PROVIDER's successful completion of ACHC's accreditation process, would extend for three years ("*the Accreditation Period*").
- 1.2. **Effective Date.** This Agreement shall be effective on the date it is signed by ACHC's authorized representative, and except for those terms specified in Section 1.16 that will survive termination of this Agreement, will remain in effect until the last of the following events: i) a final determination by ACHC that PROVIDER will not receive Accreditation after an Accreditation Survey; ii) any termination of PROVIDER's Accreditation by ACHC under Section 2.7 of this Agreement or iii) the expiration of PROVIDER's Accreditation Period.
- 1.3. **Continuity of ACHC Accreditation.** PROVIDER understands and agrees that PROVIDER's receipt of Accreditation from ACHC, after the Accreditation Survey, will indicate to recipients of Provider's services, and to other health care service providers and to agencies and organizations which pay for health care services, that during the Accreditation Period, all the services offered by PROVIDER at each PROVIDER Location meet all pertinent ACHC standards. Therefore, PROVIDER understands and agrees that the continued

validity of PROVIDER's Accreditation is contingent upon compliance with the Post-Accreditation Compliance provisions in Section 3.5, during the Accreditation Period.

- 1.4. **Applicable ACHC Accreditation Standards and Policies and Procedures.** In light of the need to remain current with evolving industry standards, which is a key interest of PROVIDER in attaining and maintaining Accreditation, and in consideration of ACHC's performance of its obligations under this Agreement, PROVIDER agrees that, unless otherwise specified in this Agreement:
 - 1.4.1 ACHC's services under this Agreement will be furnished in accordance with the most current version of the ACHC Accreditation Policies and Procedures in effect on the date of the Accreditation Survey, any other survey, or the date of performance of an obligation by either party under this Agreement ("*the Applicable ACHC Policies and Procedures*"), except to the extent that the Applicable ACHC Policies and Procedures contradict a provision of this Agreement, in which case this Agreement will control. ACHC typically revises its policies and procedures in February of each year and any changes become effective on the following June 1. The Applicable ACHC Policies and Procedures will contain eligibility requirements that define the circumstances under which PROVIDER will be deemed to be ready to have an Accreditation Survey.
 - 1.4.2 In conducting the Accreditation Survey, and any other follow up survey under Section 3.5, ACHC will apply the Accreditation Standards for the Services to be Surveyed which are in effect on the date of the Accreditation Survey or other survey ("*the Applicable ACHC Accreditation Standards*").
- 1.5. **Confidentiality of PROVIDER Information.** ACHC will maintain the confidentiality of information received from PROVIDER as follows:
 - 1.5.1 While conducting an Accreditation Survey, a Surveyor will be likely to encounter some Individually Identifiable Health Information, as defined by the rules adopted under Health Insurance Portability and Accountability Act (HIPAA) by the U.S. Department of Health and Human Services. ACHC Surveyors may take notes and abstract data during their review of PROVIDER's records, but ACHC Surveyors will not make photocopies of any of PROVIDER's records, or create any record containing Individually Identifiable Health Information. ACHC will enter a reasonable Business Associate Agreement to assist PROVIDER's compliance with requirements under the HIPAA Privacy and Security Rules. However, PROVIDER will remain solely responsible to ensure its compliance with its obligations as a "Covered Entity" under HIPAA and the HIPAA Privacy and Security Rules.
 - 1.5.2 As to other information received from PROVIDER which does not contain Individually Identifiable Health Information, ACHC and the Surveyor will maintain the confidentiality of all information received or collected from PROVIDER during the accreditation process, including the information contained in PROVIDER's Application for Accreditation and Preliminary Evidence Report, unless ACHC is required by law or legal process to disclose the information.
 - 1.5.3 Notwithstanding any other provision of this Agreement, PROVIDER understands and agrees that under the laws of the United States and under the laws of each pertinent jurisdiction, ACHC and its Surveyors will have a duty to report to regulatory agencies any fraud or abuse committed against, and any abuse of, any reimbursement program maintained by a governmental agency, private insurer, or other source as well as any abuse, neglect or exploitation of any recipient of PROVIDER's Health Care Services that is observed, documented or otherwise becomes apparent during the survey process.

- 1.5.4 Notwithstanding any other provision of this Agreement, if ACHC receives a subpoena or request for information, ACHC may notify PROVIDER, unless such notice is prohibited by law. However, ACHC shall be under no other obligation to contest any lawful request for information concerning PROVIDER that ACHC has; and PROVIDER shall have the sole responsibility to arrange for any services required to contest any such subpoena or other request.
- 1.6. **ACHC's Proprietary Information.** PROVIDER acknowledges and agrees that all versions of the ACHC Accreditation Standards and the ACHC Accreditation Policies and Procedures, and ACHC logo and other materials, are the property of ACHC and subject to its rights under copyright and trademark law. PROVIDER's use of these materials or any other ACHC materials is licensed only for the duration of the Accreditation Period if PROVIDER attains Accreditation after the Accreditation Survey, and under the express terms of the Agreement. PROVIDER agrees to follow ACHC's branding standards in its use of all ACHC branded materials. PROVIDER also agrees that the expertise that ACHC or its surveyors develop in the course of providing services under this Agreement, as well as any changes or refinements to the ACHC Accreditation Standards, the ACHC Accreditation Policies and Procedures, or any other document which is developed or amended as a consequence of ACHC's performance of its obligations under this Agreement, shall remain the exclusive property of ACHC.
- 1.7. **Publicity.** PROVIDER agrees that at any point that ACHC determines appropriate after PROVIDER's execution of this Agreement, ACHC may publish news about the formation of this Agreement with PROVIDER, the nature of PROVIDER's business, and the number of PROVIDER's sites, on ACHC's website and also in ACHC's newsletter. If PROVIDER achieves Accreditation, then PROVIDER agrees that its status as an accredited organization may be published on ACHC's website and also in ACHC's newsletter.
- 1.8. **ACHC Acts as Independent Contractor.** The manner in which ACHC renders its services to PROVIDER under this Agreement will be solely within ACHC's control and discretion; and ACHC will act at all times as an independent contractor and not an employee of PROVIDER. Therefore, ACHC agrees that none of its employees or independent contractors are entitled to receive any wages, benefits, or any other consideration paid to employees of PROVIDER.
- 1.9. **No Assignment.** Except for the assignment of surveys to trained independent contractors, ACHC may not assign its obligations under this Agreement to any other person, agency, or organization without PROVIDER's prior written consent.
- 1.10. **No Third-Party Beneficiaries.** The parties agree that there are no third-party beneficiaries who are intended to have any rights under this Agreement.
- 1.11. **Governing Law.** This Agreement shall be governed and interpreted according to the Laws of the State of North Carolina.
- 1.12. **Dispute Resolution.** [This Section is not part of the Agreement and is intentionally left blank with numbering intact in order to preserve parallel citations with other ACHC agreement forms for other accreditation services.]
- 1.13. **Communications and Notices.** Recognizing that prompt, reliable and effective communication is essential to the accreditation process, ACHC and PROVIDER each agree to appoint individuals who will be responsible to maintain these lines of communication. ACHC shall identify an Accreditation Advisor in Addendum A, and PROVIDER shall identify one or more representatives in Addendum A, each of whom shall be authorized to serve as a principal point of contact between PROVIDER and ACHC before, during and after the Accreditation Survey. PROVIDER and ACHC agree that except as specifically provided elsewhere in this Agreement, any communications from one party to the other may be made

via E-mail to the designated E-mail address for each designated representative of the other party. During the term of this Agreement, ACHC and PROVIDER each may change the designation of these individuals, or their contact information, by notifying the designated representative of the other party of any such change, in accordance with the procedures in this Section.

- 1.14. **Entire Agreement Set Forth Herein.** PROVIDER and ACHC agree that this written document shall constitute the entire Agreement between them concerning ACHC's services to PROVIDER and that the written terms of this Agreement replace and supersede all prior oral and written understandings and communications between PROVIDER and ACHC, and there are no terms or conditions of the Agreement, nor are there any considerations or inducements which have led either ACHC or PROVIDER to enter into this Agreement, except those that are specifically set forth in this Agreement.
- 1.15. **Amendments and Waivers.** PROVIDER and ACHC agree that the performance required by each party under this agreement is complex and detailed, involving a large number of interdependent steps and considerations so that any change in the terms of this Agreement will require careful consideration by each party. Accordingly, PROVIDER and ACHC agree that this Agreement may only be amended by a written document that is signed by an authorized representative of each party. No Surveyor has authority to amend this Agreement on behalf of ACHC. The failure of PROVIDER or ACHC to insist on strict performance or observance of any provision of this Agreement shall not constitute a waiver of such performance in that instance or in any other instance.
- 1.16. **Survival of Obligations after Termination.** The provisions of Sections 1.5, 1.6, 1.7, 1.10, 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 2.7, 3.3, and 3.4 will continue in effect after the expiration or termination of this Agreement. In addition, any applicable provisions of a Business Associate Agreement will continue in effect.

II. ACHC'S ACCREDITATION SERVICES

In consideration of PROVIDER's assent to all and its performance of its obligations under the terms of this Agreement, ACHC agrees as follows:

- 2.1. **This section is not part of the Agreement and is intentionally left blank with numbering intact in order to preserve parallel citations with other ACHC Agreements.**
- 2.2. **ACHC Survey of PROVIDER.** ACHC will furnish a survey of each of the Services to be Surveyed, at each PROVIDER Location identified in Addendum B. The Accreditation Survey provided by ACHC under this Agreement will assess PROVIDER's system for the delivery of the Services to be Surveyed, and will involve a review of PROVIDER's general organizational structure and management, its safety practices, and its systems and procedures for the delivery of the Services to be Surveyed, including a review of a sample of PROVIDER's records relating to those services.
- 2.3. **Scheduling and Conduct of the Accreditation Survey.** ACHC will furnish an Accreditation Survey for the Services to be Surveyed at one or more of the PROVIDER Locations.
 - 2.3.1 PROVIDER understands and agrees that the scheduling of the Accreditation Survey will be established according to the ACHC Policies and Procedures that are in effect on the date ACHC receives the Preliminary Evidence Report from PROVIDER and that ACHC has no obligation in regard to scheduling an Accreditation Survey of any PROVIDER Location beyond what is expressly stated in that version of the ACHC Policies and Procedures.

- 2.3.2 The Accreditation Survey will be conducted in accordance with this Agreement and with ACHC's Policies and Procedures in effect at the time of the Accreditation Survey.
- 2.3.3 The ACHC surveyor will comply with all of PROVIDER's site rules and regulations while on PROVIDER's premises, except to the extent that any such rule or regulation conflicts with the Applicable Accreditation Policies and Procedures, or otherwise hinders that effective and efficient performance of the Accreditation Survey.
- 2.4. **Accreditation Survey Results.** After the Accreditation Survey has been completed and the results have been analyzed pursuant to the Applicable ACHC Accreditation Policies and Procedures ACHC will review the status of PROVIDER's fee payments. If, at that time, all fees due from PROVIDER under the terms of Addendum A have been received by ACHC according to Sub-Section 3.3.2 of this Agreement, then ACHC will send an Accreditation Decision Letter and a Summary of Findings Report to each contact person identified by PROVIDER in Addendum A.
 - 2.4.1 The Summary of Findings Report shall include a summary of the grounds for any finding that PROVIDER did not meet a particular portion of the Applicable ACHC Accreditation Standards.
 - 2.4.2 If, after review and final scoring of the Accreditation Survey documentation, PROVIDER achieves the threshold result that is prescribed in the Applicable ACHC Accreditation Policies and Procedures at the time ACHC is determined to have received, under Sub-Section 3.3.2, payment in full of all sums due under Section 3.3 of this Agreement, then as evidence of PROVIDER having achieved Accreditation, ACHC shall enclose with the Accreditation Decision Letter an Accreditation Certificate for each PROVIDER Location identified in Addendum B, with an Accreditation Date which is the same as the Accreditation Decision Letter.
 - 2.4.3 If PROVIDER achieves Accreditation, its Accreditation Period will last for three (3) years and will expire on the third anniversary of the date shown on the Accreditation Certificate, except as limited by the provisions of Section 2.7.
 - 2.4.4 ACHC also shall begin to list PROVIDER as accredited by ACHC on the first Regulatory Report that is submitted to CMS after ten (10) business days have passed since the date of PROVIDER's Accreditation Certificate, and will identify the effective date of PROVIDER's Accreditation. ACHC will continue to list PROVIDER on Regulatory Reports to CMS during the Accreditation Period, unless ACHC terminates PROVIDER's Accreditation under Section 2.7.
- 2.5. **PROVIDER's Use of Accreditation Status.** If PROVIDER achieves Accreditation, ACHC will hereby grant PROVIDER a limited license effective during the Accreditation Period, to use the ACHC Accreditation Certificate, ACHC's Logo, and to refer to the current accreditation status of any of PROVIDER's health care services in accordance with the ACHC's Branding Standards. PROVIDER understands and agrees with each of the following points relating to any accreditation by ACHC:
 - 2.5.1 Accreditation by ACHC does not constitute a warranty by ACHC of PROVIDER's ongoing compliance with the Applicable ACHC Accreditation Standards, or with any standard of care, during the Accreditation Period, and accreditation is not a substitute for continuous monitoring and assessment by PROVIDER of the quality of its goods and services.
 - 2.5.2 Accreditation by ACHC in no way guarantees that PROVIDER will be eligible to participate in programs administered or controlled by, any government agency, organization, or institution, including any managed care organization, other third-

party payment source, or federal or state government agency such as CMS; or to receive referrals from any healthcare system, network, purchasing group, or other organization or association. All such programs are administered and operated by individuals and organizations over which ACHC has no control.

- 2.5.3 Except as specifically provided in Sections 2.4.4 of this Agreement, ACHC assumes no responsibility for communicating the results of any Accreditation Survey to any agency or organization and as provided in Section 3.4 of this Agreement, PROVIDER is solely responsible to provide all such notifications.
- 2.6. **Record Retention and Audits.** ACHC will maintain complete and accurate records of the Services performed under this Agreement for the Retention Period defined in ACHC's Control of Quality Records Policy or other internal ACHC policies, as they may be amended from time to time, at ACHC's discretion and without notice to PROVIDER.
- 2.7. **Termination of PROVIDER's Accreditation by ACHC.** ACHC may terminate PROVIDER's Accreditation effective on a date determined by ACHC, under any of the following circumstances:
 - 2.7.1 PROVIDER fails to provide notice of any Change in Organization or Change in Service Delivery, as required by Sub-Sections 3.5.1;
 - 2.7.2 PROVIDER fails to submit evidence of its compliance with revised ACHC Accreditation Standards within the time prescribed by ACHC, as required by Sub-Section 3.5.2; or
 - 2.7.3 PROVIDER fails to submit satisfactory corrective action within the time prescribed by ACHC, as required by Sub-Sections 3.5.3 and 3.5.4.
 - 2.7.4 PROVIDER fails to submit a payment that is due under Addendum A or Addendum C, within 30 days after ACHC issues notice to each PROVIDER Representative identified in Addendum A that the payment is past due. ACHC will report the termination of PROVIDER's Accreditation and the effective date of that termination to CMS on the next scheduled Regulatory Report, if applicable. Upon receipt of notice by PROVIDER's designated representative of the termination of its Accreditation, PROVIDER shall immediately cease all use of the ACHC Accreditation Certificate, ACHC Logo and cease all references to the Accreditation by ACHC of any of PROVIDER's health care services.

III. PROVIDER'S OBLIGATIONS REGARDING ACCREDITATION

In consideration of ACHC's assent to and its performance of its obligations under the terms of this Agreement, PROVIDER agrees and certifies as follows:

- 3.1. **Surveyor to be Designated by ACHC.** PROVIDER understands and agrees that ACHC has sole authority to designate each Surveyor who will participate in the Accreditation Survey and that each designated Surveyor may be an independent contractor retained by ACHC. PROVIDER agrees to report promptly any conduct by the Surveyor that is inappropriate or offensive to ACHC's designated Accreditation Advisor.
- 3.2. **Information Furnished by PROVIDER to ACHC.** PROVIDER understands and agrees that the provision of accurate and complete information to ACHC and to each Surveyor is essential to the integrity of the accreditation process.
 - 3.2.1 By its execution of this Agreement, PROVIDER certifies that: a) all of the information that it has furnished to ACHC is accurate and complete; b) PROVIDER holds all licenses required to offer the Services to be Surveyed; and c) PROVIDER's operations at each Provider Location listed in Addendum B comply with all state,

federal and local rules and regulations, including all Medicare Conditions of Participation. PROVIDER also certifies that PROVIDER has informed ACHC of any of the following events, at any PROVIDER Location:

- Suspension, Revocation or any probationary condition on a license;
- Revocation of a Medicare, Medicaid or Third Party Provider Number;
- A Civil Penalty of \$10,000.00 or more; or
- Any open investigation by a regulatory or governmental authority.

- 3.2.2 PROVIDER agrees to submit accurate information in its Application for Accreditation and Preliminary Evidence Report to ACHC as part of the process to obtain renewal of its Accreditation. PROVIDER further agrees to furnish accurate and complete copies of all information, documents, records and other materials requested by ACHC, at any time during the Accreditation Period, including before, during, and after the Accreditation Survey.
- 3.2.3 At any time during the Accreditation Period, including before, during, and after the Accreditation Survey, PROVIDER agrees to arrange for a Surveyor or other ACHC officer or employee to contact and interview any person whom ACHC determines to have information needed for the accreditation process. This includes PROVIDER'S Service Recipients and their family members; any person whom PROVIDER employs full-time or part-time; any person engaged by PROVIDER as an independent contractor; and representatives of any organization that furnishes goods or services to PROVIDER.
- 3.2.4 PROVIDER agrees that if it determines that any information it has furnished to ACHC is inaccurate or incomplete, PROVIDER will correct or supplement the information promptly.
- 3.3. **PROVIDER Payment of Fees to ACHC.** PROVIDER agrees to pay all Accreditation Fees identified in Addendum A of this Agreement, and agrees that ACHC may charge these fees to the account which is identified in Addendum A.
 - 3.3.1 PROVIDER agrees to pay the additional fees set forth in Addendum C, if any of the events listed in Addendum C occur.
 - 3.3.2 PROVIDER understands and agrees that Accreditation Survey results and an Accreditation Certificate (if applicable based on the Accreditation Survey result) will not be released to PROVIDER until all fees due to ACHC under this Agreement are paid, and are determined to have been received by ACHC. PROVIDER agrees that for all purposes under this Agreement, any payment by PROVIDER shall be determined to have been received by ACHC on the date when ACHC's bank confirms that funds forwarded by PROVIDER in the form of a check or other transmission are available in ACHC's account.
- 3.4. **PROVIDER's Dissemination of Accreditation Status.** ACHC will confirm PROVIDER's Accreditation in its Regulatory Reports to CMS as provided in Sections 2.4.4, but PROVIDER is solely responsible to notify any other agency or organization about PROVIDER's Accreditation, including managed care organizations, third-party payment sources, healthcare systems, networks, and purchasing groups.
- 3.5. **PROVIDER's Post Accreditation Compliance.** In consideration of PROVIDER's ability to continue to publicize its Accreditation, during the Accreditation Period, PROVIDER shall remain in compliance with all of ACHC's Accreditation Standards for each of the Services to be Surveyed, as those Accreditation Standards are revised by ACHC from time to time; and PROVIDER also agrees to comply with the following steps during the Accreditation Period:

- 3.5.1 At least 30 days before the occurrence of any *Change in Organization, Change in Ownership, or Change in Service Delivery*, as those terms are defined in the Applicable ACHC Policies and Procedures, PROVIDER agrees to send prompt and complete notice to ACHC's Designated Accreditation Advisor and to follow the procedures set forth in ACHC's Applicable Policies and Procedures in regard to any such change.
- 3.5.2 In light of changing regulatory requirements and evolving industry standards, and to continue its Accreditation, PROVIDER agrees to adopt changes to the organization and delivery of the Services to be Surveyed that are required to maintain its conformity with all changes to the Applicable ACHC Accreditation Standards which are adopted by ACHC during the Accreditation Period; and to document its compliance according to the Applicable ACHC Policies and Procedures.
- 3.5.3 PROVIDER understands and agrees that any PROVIDER Location may be selected for an unannounced Random Follow-Up Accreditation Survey, conducted at no additional charge. However, if any such Random Follow-Up Accreditation Survey results in the finding of a non-compliance with a particular portion of the Applicable ACHC Accreditation Standards then PROVIDER must submit evidence of corrective action to ACHC within the time prescribed by ACHC in order to maintain the continuity of its Accreditation by ACHC.
- 3.5.4 PROVIDER also agrees that should ACHC receive a complaint concerning PROVIDER's Health Care Services during the Accreditation Period, PROVIDER shall cooperate fully with ACHC and its designated representatives in the conduct of a follow-up investigation of the complaint. If such a Complaint Investigation results in finding of a non-compliance with a particular portion of the Applicable ACHC Accreditation Standards for any of the Services to be Surveyed, then in order to maintain its Accreditation, PROVIDER must submit evidence of corrective action to ACHC within the time prescribed by ACHC, and PROVIDER agrees to pay an additional fee as set forth in Addendum C.

IN WITNESS OF THE FOREGOING UNDERSTANDINGS, ACHC and PROVIDER have caused this Agreement to be executed in duplicate counterparts with one counterpart to be retained by each of them, but both counterparts constituting a single Agreement.

FOR PROVIDER:

**FOR ACCREDITATION COMMISSION
FOR HEALTH CARE, INC.:**

Authorized Signature

Brittany Bouwer
Accreditation Manager

Print Name and Title (manager or higher authority required)

ADDENDUM A**PROVIDER Information:**

Northampton County Health Department
 566000325
 9495 NC 305 Highway
 Jackson, NC 27845

ACHC Accreditation Advisor Contact Information:

Catherine Gregory
 Accreditation Advisor
 (919) 785-1214 ext. 229
 cgregory@achc.org

PROVIDER Contact Information:

Anneke Revelle
 Home Health Supervisor
 (252) 534-1291
 anneke.revelle@nhcnc.net

PROVIDER's Program/Services being Contracted:

Home Health
 Home Health Aide Services, Occupational Therapy Services, Physical Therapy Services,
 Skilled Nursing Services, Speech Therapy Services

Deposit Received:

(\$1,500.00)

Discount (if applicable):

\$0.00

Remaining Balance: \$8,450.00

\$8,450.00 will be due net 30 days from the printed invoice.

Credit Card Information:

Type of Card: VISA _____ MASTERCARD _____ AMEX _____

Name on Card: _____

Card #: _____

Expiration Date: _____ Security Code: _____

Checks made payable to:

Accreditation Commission for Health Care, Inc.

ADDENDUM B

List of all PROVIDER Locations where Health Care Services to be surveyed are offered:

Northampton County Health Department - Jackson, NC

Home Health Services

This instrument has been ~~processed~~ in the manner as

Per NC.G.S. 159-28 (a) *Leslie A. Edwards*
Finance Officer

ADDENDUM C

The following pricing indicates the prices your organization will be charged if any of the following events occurs. Please review your Accreditation Policies and Procedures for a description of the following events.

Dependent Survey	80% of the original contract amount
Focus Survey (resulting from a Branch Addition, Service Addition or Change in Ownership)	\$3,200.00 per day
Complaint Survey (if Condition Level or patient care deficiency is found)	\$3,450.00 per day
Disciplinary Action Survey	\$4,300.00 per day
Refusal Fee	\$4,300.00
Postponement Fee	\$1,500.00
Service Addition (with no survey)	\$400.00
Branch Addition (with no survey)	\$600.00
Change in Ownership (with no survey)	\$600.00
Additional Survey Day (resulting from updated information identified on-site during survey)	\$3,200.00

FY 16-17 General Fund Operating Budget Adoption, Back-up 911 Emergency Communications Agreement, Appointments to the Turning Point Workforce Development Board, and Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board once more to obtain approval and formal adoption by the Board of Commissioners of Northampton County's Fiscal Year 2016-2017 General Fund Operating Budget.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve and adopt the FY 2016-2017 General Fund Operating Budget as presented in the amount of \$33,719,237.

Question Called: All present voting yes. Motion carried.

Ms. Turner asked the Department Heads in the room to stand up, and noted that without them, they would not be able to get the budget the way it is today. Ms. Turner added that the Finance Officer was also instrumental in getting the budget put together.

Ms. Turner also asked to obtain the Board's approval to enter into an agreement with Halifax County for mutual aid in utilizing the other's 911 emergency communications system.

A motion was made by Joseph Barrett and seconded by Robert Carter that the Board of Commissioners approve the agreement between Northampton County and Halifax County for mutual aid in utilizing each other's 911 emergency communications system in case of natural disaster. **Question Called: All present voting yes. Motion carried.**

Ms. Turner asked for the Board's approval to appoint new members to the Turning Point Workforce Development Board.

A motion was made by Robert Carter and seconded by Virginia Spruill to appoint Gale Lashley and Samuel Teruel-Velez to the Turning Point Workforce Development Board for a two-year term. **Question Called: All present voting yes. Motion carried.**

Finally, Ms. Turner passed out a letter from the Board of Education where they asked the Board of Commissioners to reconsider approving the Board of Education's per diem increase for the upcoming school year.

A motion was made by Robert Carter that the Board of Commissioners allow the members of the Board of Education to receive a per diem increase for the upcoming year. **Question Called: yes (Commissioners Carter, Deloatch, and Greene); no (Commissioners Spruill and Barrett). Motion carried.**

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

DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Ms. Kimberly L. Turner, County Manager

DT: June 20, 2016

RF: Adoption of FY 2016-2017 General Fund Operating Budget

PURPOSE:

The purpose of this decision paper is to obtain approval and formal adoption by the Board of Commissioners of Northampton County's Fiscal Year 2016-2017 General Fund Operating Budget.

FACTS:

1. The total general fund operating budget is \$33,719,237 and reflects an increase of \$1,782,729 or a 5% increase compared to current year budget.
2. This budget requires a \$2,857,043 appropriation from the un-designated fund balance.
3. This budget satisfies a debt liquidation schedule of \$1,415,116.
4. This budget requires no increase in the ad valorem tax rate.
5. This budget does provide for a 2.5 percent cost of living increase for employees and shifts the health insurance costs from 80/20 to 90/10 wherein the County pays 90 percent and employees pay 10 percent.
6. This budget provides for a mileage reimbursement rate of \$0.55 per mile.

DISCUSSION:

The FY 16-17 operating budget was formulated based on an ad valorem tax rate of \$.92 cents per \$100 of assessed value; maintaining the County's un-designated fund balance at a fiscally responsible level and sustaining County operations and services at a basic but effective level.

RECOMMENDATION:

That the Board of Commissioners approve and adopt the Fiscal Year 2016-2017 General Fund Operating Budget as presented and in the amount of \$33,719,237.

Coordination:**Finance Officer:**

Concur _____

Non-concur _____

Concur with comments _____

Action by the Commissioners:

Approved: _____
 Disapproved: _____
 Other: _____

FISCAL YEAR 2016-2017

NORTHAMPTON COUNTY BUDGET ORDINANCE

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF
NORTHAMPTON COUNTY, NORTH CAROLINA:**

SECTION 1: The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the chart of accounts heretofore established for Northampton County:

I. General Government:

1 Governing Body	112,854	
2 Administration	250,822	
3 Human Resources	198,245	
4 Finance	642,349	
5 Tax	645,927	
6 Land Records Management	184,644	
7 Legal	70,375	
8 Court System	23,050	
9 Board of Elections	218,497	
10 Register of Deeds	242,854	
11 Buildings and Grounds	905,366	
12 MIS	279,310	
13 Central Stores	14,700	
14 Insurance-Retirees	280,314	
15 Central Garage	81,825	
16 Bulk Fuel	19,800	
Total General Government		\$ 4,170,932

II. Public Safety:

17 Building Inspector	209,423
18 Sheriff	2,465,283
19 Sheriff's Execution Account	27,000
20 Sheriff's School Resource Officers	145,772
21 Jail	1,396,997
22 Youth Detention	50,000
23 Emergency Communications	897,329
24 Emergency Management	136,894

25 Volunteer Fire Department	14,500		
26 Medical Examiner	10,000		
27 Ambulance Service	3,106,940		
28 Animal Control	100,707		
29 Tri County Airport	15,000		
30 Regional Air Port Contribution	15,000		
31 CPTA	2,500		
32 Contribution to Rescue Squads	14,000		
33 Recidivism Reduction Services	287,867		
Total Public Safety		\$	8,895,212
III. <u>Environmental Protection:</u>			
34 Soil Conservation	113,164		
35 Forestry Program	91,877		
36 Drainage and Watershed	4,000		
37 Lake Gaston Weed Control	116,000		
38 Four Rivers	500		
39 RR Patner	1,000		
Total Environmental Protection		\$	326,541
IV. <u>Contributions to Outside Agencies</u>			
40 Upper Coastal Plains	9,805		
41 Senior Tarheel Leg.	600		
42 Caswell	390		
43 CADA	2,500		
44 Rest Home Committee	1,200		
Total Contributions to Outside Agencies		\$	14,495
V. <u>Economic/Physical Development:</u>			
45 Planning	177,063		
46 Economic Dev. Commission	193,613		
47 Cooperative Extension	276,535		
48 Northampton Chamber of Commerce	16,509		
49 Lowe's Solid Waste Pick-Up	170,000		
50 Enviva Incentive	373,000		
Total Economic/Physical Development		\$	1,206,720

VI. Human Services:
Health:

51 Health	847,390	
52 Communicable Diseases	27,278	
53 Healthy Start Initiative	-	
54 Immunization Plan	3,043	
55 Aid to Counties	129,669	
56 Family Planning Outreach	-	
57 Carolina Access III	296,920	
58 TB Program	17,007	
59 Community Health	-	
60 Jail Site Testing	59,061	
61 Breast and Cervical Cancer	30,795	
62 Home Health	1,288,041	
63 School Nurse Funding	150,000	
64 Healthy Communities	33,967	
65 Child Health	63,812	
66 Child Service Coordinator	58,701	
67 Health Check	40,250	
68 Maternal Child Health	123,086	
69 Family Planning	270,183	
70 Adult Health	47,317	
71 Head Start	33,892	
72 WIC Programs	126,883	
73 Wise Woman Project	12,454	
74 Bioterrorism	31,664	
75 Environmental Health	200,898	
76 Home Delivered Meals	113,247	
77 Wic Breastfeeding Peer Counselor	8,232	
78 Nurse Family Partnership	522,246	
79 Nurse Family Partnership - Nash	125,000	
80 Pregnancy Care Mgmt.	86,872	
81 Aids Program	29,634	
82 Prescription Drugs	1,123	
83 Mosquito Control	-	
84 STD Prevention	579	
85 Susan G. Komen	-	
Sub-Total Health	\$	4,779,244

VII. Other Human Services:

86 CBA	87,873	
87 Mental Health	81,614	
88 Veterans Service	52,748	
89 DSS's County Share	2,322,299	
90 Elderly & Handicapped Tran.	111,153	
91 JCPC	6,241	
92 Office on Aging	57,073	
93 Home & Community Block Grant	92,500	
94 Family Care Giver	-	
95 RPO	5,782	
96 Block Grant Match	-	
97 County Match -CBA Programs	8,788	
98 Roanoke Domestic Violence	-	
Subtotal Other Human Services		\$ 2,826,071

VIII. Education:

99 School's Current Expense	3,650,000	
100 Fines & Forfeitures	70,000	
101 School's Capital Outlay	795,000	
102 Halifax Community College	20,000	
103 Roanoke-Chowan Community College	20,000	
104 NCHS - Electric Vehicle Rally	-	
Total Education		\$ 4,555,000

IX. Cultural and Recreation:

104 Library	156,430	
105 Recreation	256,246	
106 Recreation Programs	13,345	
107 Museum	4,000	
108 Cultural Arts/Recreation	8,510	
Total Cultural and Recreation		\$ 438,531

X. Transfers:

109 Debt Service	1,415,116	
110 Tax Revaluation	50,000	
111 Transfer to Solid Waste Fund	-	
112 Transfer to schools capital reserve	-	
Total Transfers		\$ 1,465,116

XI.	<u>Contingency:</u>		
	113 Contingency	100,000	
	Total Contingency	\$	100,000
XII	Less COL	\$ -	
	Less Insurance Saving	\$	-
	Total General Fund Expenditures	\$	28,777,862
XIII	<u>DSS Federal and State</u>		
XIV	Expenditures		\$4,941,375
	TOTAL OPERATING BUDGET	\$	33,719,237

SECTION II. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017.

I. Taxes Ad Valorem:

1 Current Year Taxes	15,704,942		
2 Current Year Motor Vehicles Taxes	1,240,000		
3 Prior Year Taxes	750,000		
4 Interest on Back Taxes	217,000		
5 Penalty on Back Taxes	28,000		
6 Return Check Charge	2,000		
7 Ahsoskie Drainage	5,500		
8 Tax Foreclosure	31,517		
Sub-Total Taxes		\$	17,978,959

II. Other Taxes and Licenses:

9 Occupancy Tax	1,100		
10 Privilege Licenses	600		
11 Excise Tax	40,000		
12 Beer and Wine Tax	62,000		
13 Utility Tax	6,800		
Sub Total Other Taxes		\$	110,500

III.	<u>Sales Tax:</u>		
	14 ½ Cent Sales Tax	300	
	15 1% County	275,000	
	16 ½ Cent -County	610,000	
	17 ½ Cent - School	740,000	
	18 Additional Sales Tax	500,000	
	Sub-Total Sales Tax	\$	2,125,300
IV.	<u>Intergovernmental-Unrestricted:</u>		
	19 Court Costs	20,000	
	20 Indirect Cost-Enterprise	91,220	
	21 ABC Profits	2,000	
	22 Emergency Food	5,000	
	23 DSS Indirect Cost Reimbursement	-	
	Sub-total Intergovernmental	\$	118,220
	V. <u>Grants:</u>		
	24 Aging Block Grant	92,500	
	25 Recidivism Reduction Services	287,867	
	26 Soil/Water	15,000	
	27 Emergency Management	20,700	
	28 ROAP	-	
	29 DOT-Rural Public Transportation	51,181	
	30 Cultural Arts Grant	8,510	
	Sub-Total Grants	\$	475,758
VI.	<u>Inter-Governmental Restricted:</u>		
	31 ABC 5 cent Bottle Tax	4,000	
	32 ABC 1 cent Bottle Tax	100	
	33 Court Facility Fees	25,000	
	34 Fines and Forfeitures	70,000	
	35 Elderly and Handicapped	59,972	
	36 Recreation Booster	1,500	
	37 CBA	87,873	
	Sub-Total Inter-Governmental Restricted	\$	248,445

VII. Health Revenues:

38 Health Aid-Designated (Aid to Counties)	83,000	
39 Health Aid (Regular Health)	21,240	
40 Communicable Disease	16,740	
41 Immunization Action	3,043	
42 TB	16,545	
43 Comprehensive Breast/Cervical Cancer	-	
44 Smart Start	-	
45 Mosquito Control	-	
46 Child Health	39,062	
47 Child Health Medicaid	23,950	
48 Child Service	50,515	
49 Child Service Medicaid	-	
50 United Way	2,000	
51 MCH	16,446	
52 MCH-Medicaid	13,000	
53 Family Planning	99,791	
54 Family Planning-Medicaid	16,500	
55 Adult Health-Medicaid	4,000	
56 Head Start	33,617	
57 WIC	117,852	
58 Aging Block Grant	75,000	
59 AIDS (State - TB)	15,762	
60 Aging-USDA	8,804	
61 Wic Breast Feeding Peer Counseling	8,000	
62 Wise Woman	11,403	
63 Healthy Start-Initiative	-	
64 Environmental Health Fees	-	
65 Bioterrorism Prepared Response	31,664	
66 Medicaid earnings	-	
67 HIV-STD	1,123	
68 Family Planning Outreach	-	
69 Community Health Grant	-	
70 Jail Site Testing	58,587	
71 Pregnancy Care Management	69,700	
72 School Nurse Funding	150,000	
73 BCCCP	27,795	
74 Healthy Communities	26,708	
75 Nurse Family Partnership	522,246	
75 Susan K Grant	-	
76 STD Preventive	579	
Sub-total Health	\$	1,564,672

VIII. Permits and Fees:

77 Civil Licenses Revocation	1,000	
78 Insulation Fees	3,500	
79 Register of Deed Fees	80,000	
80 Marriage Licenses	3,000	
81 Building Permits Fees	65,000	
82 Plumbing Fees	8,500	
83 Mechanical Fees	9,500	
84 Electrical Inspections	21,000	
85 Home Owner	1,500	
86 Zoning Permits	6,000	
87 Fire Safety Inspection	1,900	
88 Concealed Weapons Permits	14,500	
89 Jail-Social Security Reimb	1,800	
90 Re-inspection Fees (Other)	2,000	
91 Wellness Center Membership	10,000	
Sub-Total Permits and Fees		\$ 229,200

IX. Sales and Services:

92 Computer Generated Revenue	2,000	
93 Sheriff's Fees	20,000	
94 Reimbursement - School Resource Officers	145,772	
95 Jail Fees-Clerk of Court	1,500	
96 Inmate Housing-SMCP Program	120,000	
97 Inmate Housing-State	140,000	
98 Rescue Squad Fees	775,000	
99 Town Motor Vehicle Collection Fees	21,000	
100 Ambulance Medicaid Reimbursement	320,000	
101 Municipal Elections	1,000	
102 Sale of Assets	100	
Sub-Total Sales & Services		\$ 1,546,372

X. Sales & Services-Health:

103 Animal Control Fees	400	
104 Clinic Fees	4,000	
105 Pap Smears	100	
106 Home Health Third Party	954,000	
107 Environmental Health Fees	12,000	
108 Meals Program Income	4,000	
109 General Clinic	4,000	
110 Vaccine Reimbursement	3,000	

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111 Contribution for meals	200		
112 CR III	-		
113 MCH Fees	500		
114 Family Planning Client Fee	4,000		
115 Adult Health	-		
116 Child Health Fees	800		
117 Community Care of NC	294,041		
118 Meals-United Way	-		
119 Health Check	39,674		
120 Drug Screening	1,500		
Sub-Total Health Sales & Services		\$	1,322,215
XI. <u>Miscellaneous Revenue:</u>			
121 ASCS Rent	22,178		
122 Miscellaneous	7,000		
123 Interest Earned	3,000		
124 Investment Earnings	1,000		
125 Sheriff's Special Accounts	27,000		
126 Insurance Reimbursement	8,000		
127 Sale of Assets	4,000		
128 Wellness Center Rents	9,000		
129 Special Project Revenue	12,000		
130 Recreation Vending Proceeds	8,000		
131 Receipt of Bank Financing	100,000		
Sub-Total Miscellaneous		\$	201,178
XIII. <u>Fund Balance</u>			
132 Fund Balance Appropriation	2,857,043		
Sub-Total Fund Balance Appropriated		\$	2,857,043
Total General Fund Revenues		\$	28,777,862
XIV. <u>DSS Federal and State</u>			
DSS Fed & State Revenue			\$4,941,375
TOTAL OPERATING BUDGET		\$	33,719,237

SECTION III. The Following amounts are hereby appropriated in the Revaluation Fund for future revaluation of property in Northampton County during the fiscal year beginning July 1, 2016 and ending June 30, 2017, in accordance with the chart of accounts heretofore established for Northampton County:

Tax Revaluation Operating Budget	17,142		
Revaluation Fund on Investment	32,858		
Total Estimated Expenditures		\$	50,000

SECTION IV: It is estimated that the following revenues will be available in the Revaluation Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Contributions from General Fund	50,000		
Total Estimated Revenue		\$	50,000

SECTION V: The following amounts are hereby appropriated in the Enterprise Fund for the operation of the County Water and Sewer System for the fiscal beginning July 1, 2016 and ending June 30, 2017 in accordance with the chart of accounts heretofore established for Northampton County:

Operation Budget	2,131,822		
Debt Service	1,081,274		
Capital Purchases	-		
Total Appropriations		\$	3,213,096

SECTION VI: It is estimated the following revenues will be available in the Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Farm Water	7,500		
Water & Sewer Sales	3,183,596		
Installation Fees	20,000		
Interest Income	2,000		
Total Estimated Water/Sewer Revenue		\$	3,213,096

SECTION VII: The following amounts are hereby appropriated in the Enterprise Fund. For the operation of the Solid Waste Program for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the chart of accounts heretofore established for Northampton County:

Operating Budget	2,318,222		
Total Appropriations		\$	2,318,222

SECTION VIII: It is estimated the following revenues will be available in the Solid Waste fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the chart of accounts heretofore established for Northampton County:

White Goods Tax	-		
Scrap Tire Tax	26,000		
Solid Waste Availability Fees	2,202,222		
Tipping Fees	32,000		
Interest on Solid Waste Fees	40,000		
Grant Revenue	3,000		
Electronic Revenue	2,000		
Solid Waste Disposal Tax	11,000		
Scrap Metal	2,000		
Total Estimated Revenues		\$	2,318,222

SECTION IX. The following amounts are hereby appropriated in the Debt Service Fund for the payment of principal and interest on the outstanding debt of the County and the expenses relating thereto for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Principal on Bonds maturing And/or Loans	635,000		
Interest on Bonds and/or Loans	166,673		
Interest/Principal on USDA Loans(Non Water)	613,443		
Total Appropriations		\$	1,415,116

SECTION X: It is estimated that the following revenues will be available in the Debt Service fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Contribution from General Fund	1,195,116		
DSS Fed/State	220,000		
Total Estimated Revenue		\$	1,415,116

SECTION XI. The following amounts are hereby appropriated in the E-911 Fund for the operations of the County's E-911 program for the fiscal year beginning July 1, 2016 and ending June 30, 2017 in accordance with the chart of accounts heretofore established for Northampton County:

Operating Budget	564,292		
Reserve on Investment	-		
Total Appropriations		\$	564,292

SECTION XII It is estimated that the following revenues will be available in the E-911 Fund beginning July 1, 2016 and ending June 30, 2017:

E-911 Fund	170,312		
Fund Balance	393,980		
Total Estimated Revenues		\$	564,292

SECTION XIII. The following amounts are hereby appropriated in the Volunteer Rescue Squad fund for fiscal year beginning July 1, 2016 and ending June 30, 2017 for the following Rescue squads:

Gaston Rescue Squad	140,000		
Jackson Rescue Squad	-		
Eastside Rescue Squad	100,000		
Total Appropriations		\$	240,000

SECTION XIV It is estimated that the following revenues will be available in the Volunteer Rescue Squad fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Rescue Squad fees	240,000		
Total Estimated revenues		\$	240,000

SECTION XV. The following amounts are hereby appropriated in the Town ad valorem tax fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Town Ad Valorem Tax	699,600		
Total Appropriations		\$	699,600

SECTION XVI. It is estimated the following revenues will be available in the Town ad valorem fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016:

Town Ad Valorem Tax	699,600	
Total Estimated revenues	\$	699,600

SECTION XVII: There is hereby levied a tax at the rate of ninety two cents (\$.92) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016, for the purpose of raising revenue included in "Ad valorem Taxes Current Year" in the General Fund in Section II of the Ordinance.

This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$1,788,057,979. The estimated collection rate is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XVIII: There is hereby levied a tax rate of two and ninety one hundredth cents (\$.031) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$115,003,568 located within the **Fire Service District A supported by the Roanoke-Wildwood Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XIX: There is hereby levied a tax rate of two and seven hundredth cents (\$.031) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$510,390,046 located within the Fire Service District supported by the **Roanoke-Wildwood Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XX There is hereby levied a tax rate of five cents (\$.05) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$157,808,537 located within the Fire Service District supported by the **Rich Square Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XXI: There is hereby levied a tax rate of seven cents (\$.07) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$252,592,599 located within the Fire Service District supported by the **Gaston Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XXII: There is hereby levied a tax rate of three and ninety three hundredth cents (\$.0393) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$91,556,433 within the Fire Service District supported by the **Jackson Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XXIII: There is hereby levied a tax rate of five and nine hundredth cents (\$.0509) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$43,361,201 within the Fire Service District supported by the **Lasker Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XXIV: There is hereby levied a tax rate of six cents (\$.06) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$128,115,740 within the Fire Service District supported by the **Garysburg Volunteer Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION: XXVII. There is hereby levied a tax rate of five and seventy five hundredths (\$.0575) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$112,313,570 within the Fire Service District supported by the **Seaboard Volunteer Fire Department**. The estimated rate of collection is 94.65%. The estimated rate of collection is based on current year collections.

SECTION: XXVIII. There is hereby levied a tax rate of seven and forty two hundredths (\$.0742) per one hundred dollars (\$100) valuation of property listed as of January 1, 2016 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$61,668,383 within the Fire Service District supported by the **Woodland Fire Department**. The estimated rate of collection is 95.47%. The estimated rate of collection is based on current year collections.

SECTION XXV: The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He/she may transfer amounts between line item expenditures within a department without limitations and without a report being required. These changes should not result in increases in recurring obligations such as salaries.
- b. He/she may transfer amounts up to \$5,000 between departments including contingency appropriations, within the same fund. He/she must make an official report on such transfer at the next regular meeting of the Board of Commissioners.

c. He/she may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

SECTION XXVI: The Finance Officer may make cash advances between funds for period not to exceed 60 days without reporting to the Board of County Commissioners. The Board must approve any advances that extend beyond 60 days. The Board must approve all advances that will be outstanding at the end of the fiscal year.

SECTION XXVII: All fixed assets costing \$5,000 or more will be capitalized in the accounts for General Fixed Assets.

SECTION XXVIII: A purchase order must be issued for the purchase of \$300 or more. The Department Head may approve purchases valued at \$299.99 or less. This authority may not be further delegated. Purchases divided into multiple purchases of \$299.99 are not authorized and will be viewed as intent to circumvent this ordinance.

SECTION XXIX: Travel reimbursement is \$.55 per mile for the year beginning July 1, 2016 and ending June 30, 2017.

SECTION XXX: Copies of the Budget Ordinance shall be furnished to the Clerk to the Board of commissioners and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this the _____ day of June 2016

SEAL

ATTEST:

Clerk to the Board

Chairman, Board of Commissioners

Clerk to the Board

Budget Officer

Clerk to the Board

Finance Officer

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

Mr. Tim Hollowell asked if the Board has made a decision on the once-a-month evening meetings.

A motion was made by Robert Carter and seconded by Virginia Spruill to continue the second meetings of the month at 6:00 pm. **Question Called:** *All present voting yes.* **Motion carried.**

Mr. Hollowell also stated that there are some open lines on the petition he gave out earlier if any of the Commissioners wanted to sign it.

Mr. Tony Burnette wanted to commend the Board and the County Manager for the cost of living increases for County employees. He said that is something that they have been championing for a long time. He said being a former County employee he knows how important it is to earn a living raise. Mr. Burnette also asked if NCCAR is bringing any revenue to the County, how much funding did the County put into it, where do we stand with NCCAR, and he wanted to know if it is owned by the County. Mr. Burnette also asked if the County was currently in contract with Waste Management for garbage disposal and if so, how long are we in the contract for, and how much is it costing the average citizen.

Ms. Turner stated that NCCAR is not owned by the County. Chairwoman Greene called on EDC Director Gary Brown to answer Mr. Burnette's questions. Mr. Brown stated that NCCAR is a 501(c)(3) nonprofit corporation chartered under the auspices of the State of North Carolina. It has a land lease with the County for the land on which it operates. The nonprofit owns the assets that have been constructed on the site. Northampton County invested about \$1.2 million in the acquisition of the site at the request of the North Carolina General Assembly. The General Assembly in turn awarded \$14,750,000 for the construction and development of the NCCAR facilities. It is continuing to operate in the County without any subsidies from the remaining State appropriated funds, and has not received any additional appropriations from the County or the State for the past six or seven years. Approximately \$58,000 in property tax is paid to Northampton County annually by NCCAR. There are also events there which generate sales tax revenue.

Mr. Albert Vann wanted to note that the Board just raised the School Board's stipend \$200, and we are in a Tier 1 County. He said that will not sit well with a lot of citizens.

Ms. Turner asked the Public Works Director, Mr. Jason Morris to address the questions in reference to Solid Waste. Mr. Burnette asked how long the County was locked into the Waste Industries contract, and how much the fee is per citizen. Mr. Morris stated that the current contract is valid through June 30th of 2019, and the current Solid Waste Fee with the approval tonight is \$210.86.

Chairwoman Greene called for Board Comments.

Commissioner Carter said that he heard Mr. Vann, and he saw the looks on others citizen's faces that carried the message. He said he felt that if we were not expending any additional funds to give the Board of Education the per diem that they sought, then he was ok with that. They had it in their budget, and they may have done it unbeknownst to them. That is why he supported the increase in their per diem.

Chairwoman Greene agreed with Commissioner Carter as well as Mr. Vann's comment, but mentioned that we are also trying to work with the school system. She also stated that she attended the State Board of Director's meeting in Raleigh last week. One of the things that they have developed is a new property tax program. She has asked them to contact the County Manager to present that program to Northampton County, because it may be something to benefit the County as an upgrade. She feels that if this can help us in the way of finances, then we need to take a look at it.

Chairwoman Greene said the State is also trying to profile counties, and we are trying to do a better job with getting information about Northampton County out. She said she submitted information about our Mock Commissioners' meeting to the State that we had in May. She said we need to let the State know the kinds of things we are doing in the County.

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

Michelle Nelson, Clerk to the Board
"r.m. 06-20-16"

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 2

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Closed Session Minutes for June 20, 2016 (omitted)

Michelle Nelson
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 3

Agenda Time: 10:00

Presenter and/or Subject Matter:

Approval of Agenda for July 6, 2016

Michelle Nelson
Clerk to the Board

3 Approval of Agenda for July 6, 2016

The Northampton County Board of Commissioners will meet in Regular Session on Wednesday, July 6, 2016 at 10:00 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for June 20, 2016
2		Approval of Closed Session Minutes for June 20, 2016
3		Approval of Agenda for July 6, 2016
4	10:05	Ms. Emily Wheeler, 4-H NCACC Annual Conference Youth Delegate
5	10:20	Ms. Leslie Edwards, Finance Officer Budget Amendments
6	10:35	Mr. John White, Acting Health Director Board of Health Appointment
7	10:50	Mr. Gary Brown, EDC Director 1) Public Hearing Request- Proposed Short-Term Lease 2) Resolution- West Fraser Wastewater Infrastructure Project
8	11:05	Ms. Kimberly Turner, County Manager 1) Amendment to Northampton County Bid Requirement Policy 2) Public Hearing Request- Appointments to Woodland Planning Board 3) Roanoke-Chowan Regional Housing Authority Appointment 4) NCACC Annual Conference Voting Delegate 5) Management Matters
9	11:20	Citizens/Board Comments
10	11:50	Closed Session G.S. 143-318.11(a)(4)- EDC Report
	12:05	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 4

Agenda Time: 10:05

Presenter and/or Subject Matter:

Ms. Emily Wheeler, 4-H
NCACC Annual Conference Youth Delegate

Michelle Nelson
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 5

Agenda Time: 10:20

Presenter and/or Subject Matter:

Ms. Leslie Edwards, Finance Officer

Budget Amendments

Michelle Nelson
Clerk to the Board

5 Budget Amendments

BUDGET AMENDMENT

DATE 04/11/16JE-NO 34

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				<u>115163 - Maternal Health</u>		
113330	451630	2,855	00	Maternal Health - State		
115163	519905			Interpreter Services	1,700	00
115163	555000			Equipment <\$5,000	1,155	00
				<u>115164 - Family Planning</u>		
113330	451640	7,657	00	Family Planning - State		
115164	512100			Salaries	3,000	00
115164	519905			Interpreter Services	1,657	00
115164	523100			Teaching Aids & Supplies	2,000	00
115164	523800			Medical Supplies	1,000	00
				Received Agreement Addendum reduction		
				from State Approximately 3%-16% reduction		
				as noted on AA.		
				115144 - Healthy Communities		
113330	451440			Health Communities - State	4,610	00
115144	512700	39	00	Salaries - Longevity		
115144	512100	3,165	00	Salaries		
115144	518100	161	00	FICA		
115144	518200	100	00	Retirement		
115144	518300	375	00	CO Share Hospitalization		
115144	518800	20	00	Medicare		
115144	531100	750	00	Travel		
				Received Agreement increase from State		
		15,122	00		15,122	00

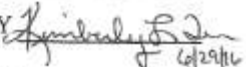
PREPARED BY Cheryl WarrenPOSTED BY Mary BradleyAPPROVED BY Kimberly B. [Signature]DATE 04/11/1604/19/16

BOARD APPROVED _____

BUDGET AMENDMENT

DATE 02/16/16JE-NO 40

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				<u>Nurse Family Partnership</u>		
113330	451437			<u>NFP</u>	70,685	00
115149	512100	28,169	00	Salaries		
115149	512100	1,752	00	FICA		
115149	518200	2,032	00	Retirement		
115149	518300	3,287	00	Hospitalization		
115149	518600	224	00	Workerman's Comp		
115149	518800	406	00	Medicare		
115149	518900	130	00	Life Insurance		
115149	519900	1,000	00	NFP Services		
115149	519905	100	00	Interpreter Services		
115149	523000	200	00	Other Supplies		
115149	523100	4,225	00	Client Support Materials		
115149	523800	1,500	00	Medical Supplies		
115149	526100	1,500	00	Office Supplies		
115149	531100	3,000	00	Travel - Case Management		
115149	531101	5,000	00	Travel for Training		
115149	532100	1,400	00	Telephone		
115149	532500	350	00	Postage		
115149	534100	200	00	Printing		
115149	536000	300	00	Freight		
115149	537000	500	00	Advertising		
115149	539500	10,000	00	Training		
115149	545100	10	00	Liability Insurance		
115149	549999	400	00	Furniture/Equipment<PO		
115149	552000	3,000	00	Capital Outley - Computer Equipment		
115149	555000	2,000	00	Equipment 200-4999		
		70,685	00	<i>Received additional State funding</i>	70,685	00

PREPARED BY Cheryl WarrenPOSTED BY Mary BradleyAPPROVED BY DATE 022/16/1605/21/16

BOARD APPROVED _____

BUDGET AMENDMENT

DATE 06/27/16

JE-NO 51

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				Fund 11		
				Sheriff		
113830	438360			Insurance Reimbursements	7,279	00
114310	535300	7,279	00	Vehicle Repair-Sheriff		
				Budget Admended to show Insurance		
				Reimbursements		
		7,279	00		7,279	00

PREPARED BY Mary Bradley

POSTED BY Mary Bradley

APPROVED BY Kimberly R. [Signature]
6/29/16

DATE 06/27/16

06/27/16

BOARD APPROVED

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 6

Agenda Time: 10:35

Presenter and/or Subject Matter:

Mr. John White, Acting Health Director

Board of Health Appointment

Michelle Nelson
Clerk to the Board

6 Board of Health Appointment



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



TO: Northampton County Board of County Commissioners

FROM: Northampton County Health Department

DATE: July 6, 2016

RE: Re-appointment to the Board of Health effective July 1, 2016.

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the recommended re-appointment of a Board of Health member whose term expired effective December 31, 2015.

FACTS:

1. The term of Dr. William R. Futrell, Jr. expired on December 31, 2015.
2. Board of Health members may serve 3 consecutive 3-year terms. If no replacement is available for mandated disciplines, a representative can serve more than 3 consecutive terms.
3. As of December 31, 2015, Dr. Futrell had served 3 consecutive 3-year terms and therefore, rotated off the Board.
4. Dr. Futrell served as a Public Member representing the County Seat / Town Council.
5. The Board voted at the February 11, 2016 meeting to allow Mr. White, Acting Health Director, to contact a current member of the Town Council; however, the member declined.
6. At the March 17th, 2016 meeting Mr. White requested permission to approach three additional Town Council members to see if any were interested. All declined.
7. At the April 14, 2016 meeting, Mr. White reported that all three members declined. He then asked the will of the Board, who motioned to allow Mr. White to approach Dr. Futrell to see if he would be willing to return. Mr. White reminded the Board that Dr. Futrell had been off the Board since December 31, 2015 which constitutes a break in service and is eligible to serve on the Board. Mr. White also reminded the Board that recommendation of Dr. Futrell's return would have to go to the Commissioners for approval.
8. At the May 12, 2016 meeting Mr. White reported he had contacted Dr. Futrell to serve as a Public Member representing the County Seat / Town Council and he accepted upon approval of the Commissioners.

DISCUSSION:

Board of Health members may serve 3 consecutive 3-year terms on the Board. If no replacement is available for mandated disciplines, a representative can serve more than 3 consecutive terms. Dr. William R. Futrell, Jr. completed 3 consecutive 3-year terms as of December 31, 2015. He served as a Public Member representing the County Seat / Town Council. The Board of Health voted at the February 11, 2016 meeting to allow Mr. White, Acting Health Director, to contact a current member of the Jackson Town Council; however, the member declined. Mr. White reported this to the Board at the March 17, 2016 meeting asking the will of the Board. The Board unanimously voted to allow Mr. White to approach three other Town Council members. All three declined. Upon his report to the Board at the April 14, 2016 meeting, Mr. White once again asked the will of the Board and reminded them that recommendations would need the approval of the Commissioners. The Board exercised due diligence in trying to find a replacement by contacting four Town Council members; however, due to none of them accepting to serve, the decision was made to contact Dr. Futrell. Mr. White stated that Dr. Futrell had been off the Board since December 31, 2015 which constituted a break in service and is now eligible to return as a Town Council member. Dr. Futrell has agreed to serve upon approval of the County Commissioners.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the re-appointment of Dr. William R. Futrell, Jr. to serve on the Northampton County Board of Health effective July 1, 2016.

Respectfully submitted,



John L. White
Acting Health Director

COORDINATION:County Manager:

Concur Kimberley R. Quinn 4/15/16
 Concur with Comment Reminded that Commissioners had a concern about
 Non-concur a contract that the Health Dept had with Mr. Futrell and a conflict if
Mr. Futrell was on the Board.

Finance Director:

Concur Lucille A. Edwards
 Concur with Comment _____
 Non-concur _____

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 7

Agenda Time: 10:50

Presenter and/or Subject Matter:

Mr. Gary Brown, EDC Director

1) Public Hearing Request- Proposed Short-Term Lease

2) Resolution- West Fraser Wastewater Infrastructure Project

Michelle Nelson
Clerk to the Board

2) Resolution- West Fraser Wastewater Infrastructure Project

Decision Paper

To: Northampton County Board of Commissioners

From: Gary Brown, Northampton County Economic Development Commission

Date: June 28, 2016

Subject: Industrial Development Fund Utility Account Grant in support of the West Fraser Wastewater Infrastructure Project

PURPOSE:

To secure approval of a Resolution of the Northampton County Board of Commissioners as a part of the full application to the North Carolina Department of Commerce for a grant award totaling \$568,769 to fund construction of wastewater infrastructure to serve the West Fraser Timber Company Ltd. (hereinafter West Fraser) facility near the Town of Seaboard (hereinafter Seaboard)..

FACTS:

1. With the concurrence and support of officials of the Town of Seaboard, the Northampton County Economic Development Commission recently submitted grant pre-application documents to the North Carolina Department of Commerce, Commerce Finance Center in of a proposed expansion of West Fraser's manufacturing operations near Seaboard.
2. On June 28, 2016, staff was formally notified that the Rural Infrastructure Authority approved the award of funds conditioned upon receipt of a complete Industrial Development Fund Utility Account (UA) application.
3. A resolution of the Board of Commissioners addressing fiscal management of the UA funds is one of the required elements of the complete UA application.
4. A related draft resolution of the Board of Commissioners is attached:

Decision Paper**Industrial Development Fund Utility Account Grant in support of the West Fraser Wastewater Infrastructure Project**

June 28, 2016

Page 2

RECOMMENDATION:

NCEDC staff recommends the Northampton County Board of Commissioners:

1. approve the proposed resolution; and,
2. authorize the Chairwoman, the County Manager, the Finance Director, and other staff as appropriate to execute other related documents and procedures as necessary to successfully complete the project.

ROUTED FOR CONCURRENCE/COMMENT TO:

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly B. Turner Non-Concur: _____

Comment: _____

Ms. Leslie Edwards, Northampton County Finance Director

Concur: Leslie A. Edwards Non-Concur: _____

Comment: _____

Northampton County

"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

PHONE (252) 534-2501 • FAX (252) 534-1186

RESOLUTION

WHEREAS, the North Carolina Department of Commerce will award a grant through Northampton County to assist the West Fraser Wastewater Infrastructure project; and

WHEREAS, Northampton County will administer this grant in accordance with the rules and regulations of the Department of Commerce; and

WHEREAS, the County will administer this grant through the Northampton County Finance Office; and

WHEREAS, the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.

NOW THEREFORE, BE IT RESOLVED, that the amount of the grant application will total \$568,769.

ADOPTED this 6th day of July, 2016

Fannie P. Greene
Chairwoman

Michelle Nelson
Clerk to Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 8

Agenda Time: 11:05

Presenter and/or Subject Matter:

Ms. Kimberly Turner, County Manager
1) Amendment to Northampton County Bid Requirement Policy
2) Public Hearing Request- Appointments to Woodland Planning Board
3) Roanoke-Chowan Regional Housing Authority Appointment
4) NCACC Annual Conference Voting Delegate
5) Management Matters

Michelle Nelson
Clerk to the Board

1) Amendment to Northampton County Bid Requirement Policy

DECISION PAPER

TO: The Northampton County Board of Commissioners

FM: Ms. Kimberly L. Turner, County Manager

DT: July 6, 2016

RF: Bidding Requirements Policy

PURPOSE:

To obtain the Board's approval to amend the Resolution Approving the Northampton County Bidding Requirements Policy.

FACTS:

1. The Resolution and Policy was approved by the Board on September 4, 2013.
2. This Policy sets out the requirements for executing contracts and agreements as well as bidding requirements.
3. The original Resolution and Policy were more stringent than statutes and created hardships within departments meeting deadlines.
4. The amended Resolution and Policy creates a less stringent policy, but also reflects North Carolina General Statutes.

DISCUSSION:

The amended resolution sets out less stringent requirements for executing contracts and agreements as well as bidding requirements for Northampton County. This amendment is being proposed due to the original policy creating too much "red tape" in order to execute contracts in a timely manner. The amended resolution and policy reflects North Carolina General Statutes.

RECOMMENDATION:

That the Board of Commissioners approve the amended Resolution Approving the Northampton County Bidding Requirements and Policy.

Coordination:

Finance Officer:

Concur Reidie A. Edwards

Non-concur _____

Concur with comments _____

Action by the Commissioners:

Approved: _____
 Disapproved: _____
 Other: _____

Northampton County

"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

PHONE (252) 534-2501 • FAX (252) 534-1166

RESOLUTION THE NORTHAMPTON COUNTY BOARD OF COMMISSIONERS APPROVING THE NORTHAMPTON COUNTY BIDDING REQUIREMENTS POLICY AMENDMENT

WHEREAS, a need has been demonstrated to create a policy for bidding contracts in Northampton County; and,

WHEREAS, the Northampton County Manager has created such a policy to conform with county requirements, as well as, North Carolina Law; and,

WHEREAS, this policy shall be used for all categories of contracts to include, but not limited to construction or repair and the purchase of apparatus, supplies, materials, or equipment; and,

WHEREAS, this policy is attached to this Resolution to be used henceforth and can only be revised or abolished by Board action.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Northampton County hereby approves the Northampton County Bidding Requirements Policy.

Adopted this 6th day of July 2016.

Fannie P. Greene, Chairperson
Northampton County Board of Commissioners

ATTEST:

Michelle Nelson, Clerk to the Board
Northampton County Board of Commissioners

NORTHAMPTON COUNTY BIDDING REQUIREMENTS POLICY
AMENDMENT

The following policy henceforth known as the Northampton County Bidding Requirements shall be used for categories of contracts, to include but not limited to; construction or repair and the purchase of apparatus, supplies, materials, or equipment. County regulatory requirements will be in accordance with North Carolina General Statutes related to contract bidding requirements.

This process shall be used subject to the following limitations, and requirements:

1. No new contract or agreement shall be entered into without prior notification and approval of the Northampton County Board of Commissioners, except, during a State or Federally declared emergency at which time the County Manager is authorized to enter contracts pertaining to the period of the emergency. The County Manager must at the first regularly scheduled meeting after the emergency provide a report to the Board of Commissioners about any contracts entered into.
2. The Northampton County Board of Commissioners shall be the sole awarding source for all contracts or agreements, and may delegate the authority to execute contracts only by motion of the board, or in writing; except where prohibited by law from doing so. Any contract that does not meet this requirement is declared void.
3. No contract, agreement, or purchase order shall be approved unless the funds are appropriated within the budget and available. All contracts, agreements, or purchase orders that obligate county funds shall bear the following statements:
 "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act." And bear the signature of the county finance officer. Any contract, agreement or purchase order that does not meet this requirement is void.
4. Renewal contracts or agreements do not have to be approved by the Northampton County Board of Commissioners unless there are material changes or changes in costs. Renewal contracts or agreements shall be executed by the Chairperson without further action by the Board or the Board may delegate authority to execute renewal contracts or agreements only by motion of the Board except where prohibited by law.
5. All renewal contracts or agreements obligating county funds shall bear the pre-audited statement and comply with all applicable terms of this Policy.
6. All new contracts and revised renewal contracts or agreements shall be reviewed by the County Attorney, County Finance Officer, and County Manager prior to Board approval and/or execution.
7. All renewal contracts without changes shall be reviewed by the County Finance Officer and County Manager prior to execution.
8. The County shall seek bids according to Article 8 of Chapter 143 of North Carolina General Statutes, and always make awards to the lowest responsible and responsive bidder.
9. Any independent contractor, or firm representing Northampton County, shall as a matter of course, and as a condition of employment on behalf of the County abide by these provisions.

Process

For construction or repair projects of \$500,000 or more the County will use the formal bid process as described by N.C.G.S 143-129.

All contracts for the purchase of apparatus, supplies, material, or equipment estimated to \$90,000 or more, the county will use the formal bid process of N.C.G.S 143-129.

- a) Always seek board approval
- b) Generally prepare a Request for Proposals*
- c) Advertise a request for proposals a minimum of 1 day, using a news paper of record.*
- d) Have a pre-bid conference.*
- e) Receive bids. (must have a minimum of three(3) bids or must re-bid at the discretion of the county manager)
- f) If three bids are not received must provide written report as part of the county's file as to why three bids were not received.
- g) During open session of the Board of Commissioners report to the board recommendations for contract award.

This item may be amended ONLY by the county manager depending on the nature of the item to be bid

For all contracts or agreements or \$30,000 or less the county will use the informal bid process as described in N.C.G.S 143-131 without amendment.

Adopted this 6th day of July 2016

Fannie P. Greene, Chairperson
Northampton County Board of Commissioners

ATTEST:

Michelle Nelson, Clerk to the Board
Northampton County Board of Commissioners

**RESOLUTION
THE NORTHAMPTON COUNTY BOARD OF COMMISSIONERS
APPROVING THE NORTHAMPTON COUNTY BIDDING REQUIREMENTS
POLICY**

WHEREAS, a need has been demonstrated to create a policy for bidding contracts in Northampton County Local Government; and,

WHEREAS, the Northampton County Manager has created such a policy to conform with county requirements, as well as North Carolina law; and,

WHEREAS, this policy shall be used for all categories of contracts to include, but not limited to construction or repair, information technology goods, used apparatus, surplus, materials, gasoline, diesel fuel, alcohol fuel, motor oils, fuel oil, natural gas, and purchase of goods and services from non-profits; and,

WHEREAS, this policy is attached to this Resolution to be used henceforth and can only be revised or abolished by board action.

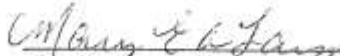
NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Northampton County hereby approves the Northampton County Bidding Requirements Policy.

Adopted this 4th day of September 2013.


Robert V. Carter, Chairman
Northampton County Board of

Commissioners

ATTEST:


Mary Anderson-Faison, Clerk to the Board
Northampton County Board of Commissioners

NORTHAMPTON COUNTY BIDDING REQUIREMENTS

Policy

The following policy henceforth known as the Northampton County Bidding Requirements shall be used for all categories of contracts, to include but not limited to; construction or repair, information technology goods, used apparatus, surplus, materials, gasoline, diesel fuel, alcohol fuel, motor oils, fuel oil, natural gas, and purchase of goods and services from nonprofits. Whenever county regulatory requirements conflict with North Carolina law, North Carolina law will be used or the more restrictive guidance shall be implemented.

This process shall be used subject to the following limitations, and requirements:

1. No contract or agreement shall be entered into without prior notification and approval of the Northampton County Board of Commissioners. Except, during a State or Federally declared emergency at which time the county manager is authorized to enter into contracts pertaining to the period of the emergency. The County Manager must, at the first regularly scheduled meeting after the emergency, provide a report to the Board of Commissioners about any contracts entered into.
2. The Northampton County Board of Commissioners shall be the sole awarding source for all contracts or agreements, and may delegate the authority to execute contracts only by motion of the board, or in writing; except where prohibited by law from doing so. Any contract that does not meet this requirement is declared void.
3. No contract, agreement, or purchase order shall be approved unless the funds are appropriated within the budget and available. All contracts, agreements, or purchase orders that obligate county funds shall bear the following statement:
 "This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.", and bear the signature of the county finance officer. Any contract, agreement or purchase order that does not meet this requirement is void.
4. The County shall always seek three alternative bids, and always make awards to the lowest responsible and responsive bidder.
5. Any independent contractor or firm representing Northampton County shall, as a matter of course, and as a condition of employment on behalf of the County, abide by these provisions.
6. The County shall not enter into any contract or lease for a period of more than ten (10) years for any service, or property¹, unless there is a regulatory requirement to do so.

¹ N.C.G.S 160-272(e)

Process

For construction or repair projects of \$500,000 or more the County will use the formal bid process as described by N.C.G.S 143-129.

All contracts for the purchase of apparatus, supplies, materials, or equipment estimated to \$90,000 or more, the County will use the formal bid process of N.C.G.S 143-129.

- a) Always seek Board approval
- b) Generally prepare a Request for Proposals*
- c) Advertise a Request for Proposals a minimum of one (1) day, using a news paper of record.*
- d) Have a pre-bid conference.*
- e) Receive bids. (must have a minimum of three (3) bids or must re-bid at the discretion of the County Manager)
- f) If three bids are not received, a written report must be provided as part of the County's file as to why three bids were not received.
- g) During open session of the Board of Commissioners, report to the Board recommendations for contract award.

This item may be amended ONLY by the County Manager depending on the nature of the item to be bid

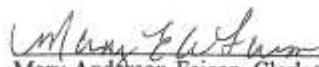
For all contracts or agreements of \$30,000 or less the county will use the informal bid process as described in N.C.G.S 143-131 without amendment.

A purchase order may be used at the discretion of staff, to expedite service provision, but will generally be limited to purchases of \$50,000 or less.

ADOPTED this 4th day of September, 2013


Robert V. Carter, Chair
Northampton County Board of Commissioners

ATTEST:


Mary Anderson-Faison, Clerk to the Board
Northampton County Commissioners

3) Roanoke-Chowan Regional Housing Authority Appointment

ROANOKE-CHOWAN REGIONAL HOUSING AUTHORITY AND REDEVELOPMENT COMMISSION



P. O. Box 516
GASTON, NORTH CAROLINA 27832

TELEPHONE: (252) 537-1051

FAX (252) 537-6256



JOHNNIE G. RED, SR.
CHAIRMAN

WILLIAM G. STEPHENS
VICE-CHAIRMAN

VERNON J. BRYANT
COMMISSIONER

SHEILA MILLER
COMMISSIONER

BARBARA B. WARMACK
EXECUTIVE DIRECTOR

June 27, 2016

Northampton County
Board of Commissioners
P.O. Box 808
Jackson, NC 27845

Dear Board of Commissioners,

RCRHA would like to request the appointment of Mrs. Tammy Jenkins to our Board of Commissioners. Mrs. Jenkins would fill the unexpired term of the late Mr. Bobie N. Moss of Seaboard. The unexpired term extends through June 18, 2019.

Mrs. Jenkins is the current Post Master at the Garysburg Post Office and has expressed an interest in serving on our Board of Commissioners.

Your assistance is greatly appreciated.

Sincerely,

Barbara B. Warmack
Executive Director

4) NCACC Annual Conference Voting Delegate



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 109th Annual Conference of the North Carolina Association of County Commissioners to be held in Forsyth County, N.C., on August 11-14, 2016.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 5, 2016:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 733-1065
alisa.cobb@ncacc.org
Phone: (919) 715-2685

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 9

Agenda Time: 11:20

Presenter and/or Subject Matter:

Citizens/Board Comments

Michelle Nelson
Clerk to the Board

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 07-06-16

Agenda Tab Number: 10

Agenda Time: 11:50

Presenter and/or Subject Matter:

Closed Session
G.S. 143-318.11(a)(4)- EDC Report

Michelle Nelson
Clerk to the Board