

The Northampton County Board of Commissioners will meet in Regular Session on Monday, December 4, 2017 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.

<b><u>TAB</u></b>	<b><u>TIME</u></b>	<b><u>DESCRIPTION</u></b>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for November 20, 2017 .... 3
2		Approval of Closed Session Minutes for November 20, 2017 ..... 38
3		Approval of Agenda for December 4, 2017..... 40
4	10:05	Composite Board
		Appointment to the ABC Board ..... 42
5	10:15	Mr. Nathan Pearce, Assistant County Manager
		Appointment to CADA Board of Directors 2018-2019..... 50
6	10:20	Mrs. Cathy Allen, Tax Administrator
		1) Motor Vehicle Refund ..... 55
		2) Appeal of Value (Mrs. Jamie East) ..... 57
7	10:30	Ms. Kimberly Turner, County Manager
		1) Building Inspection Service Contract.....73
		2) Management Matters
8	10:35	Approval of 2018 Commissioners' Meeting Calendar ..... 75
9	10:45	Mr. Scott McKellar, County Attorney
		Election of Chair and Vice Chair for Board of Commissioners .. 76
10	10:55	Chairperson of Board of Commissioners
		1) Appointment of County Attorney ..... 77
		2) Appointment of Clerk of the Board
11	11:10	Citizens/Board Comments
	11:40	Adjourn

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**           12-04-17

**Agenda Tab Number:**   1

**Agenda Time:**           10:00

**Presenter and/or Subject Matter:**

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Approval of Regular Meeting Minutes for November 20, 2017

Komita Hendricks  
Clerk to the Board

***1 Approval of Regular Meeting Minutes for November 20, 2017***

**NORTHAMPTON COUNTY  
REGULAR SESSION  
November 20, 2017**

Be It Remembered that the Board of Commissioners of Northampton County met on November 6, 2017, with the following present: Robert Carter, Fannie Greene, Charles Tyner, and Geneva Faulkner.

Others Present: Kimberly Turner, Scott McKellar, Nathan Pearce, Leslie Edwards, and Komita Hendricks

**Absent: Chester Deloatch**

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

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

A motion was made by Geneva Faulkner and seconded by Fannie Greene to reconvene regular session. **Question Called: All present voting yes. Motion carried.**

**Chairman Carter called the meeting to order.**

**Agenda Work Session:**

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner had no changes. Chairman Carter called upon Commissioners for input. Chairman Carter stated after Tab #9 there will be a continued Closed Session for G.S. 143-318.11 (a)(3).

**Regular Session:**

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

**Approval of Regular Session Minutes for November 6, 2017:**

A motion was made by Geneva Faulkner and seconded by Fannie Greene to approve the Regular Session Minutes for November 6, 2017. **Question Called: All present voting yes. Motion carried.**

**Approval of Closed Session Minutes for November 6, 2017:**

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the Closed Session Minutes for November 6, 2017. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Agenda for November 20, 2017:**

A motion was made by Charles Tyner and seconded by Geneva Faulkner to approve the agenda for November 20, 2017 with changes as stated. **Question Called:** *All present voting yes.* **Motion carried.**

**Animal Cremation:**

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of the Animal Crematorium Agreement between the Health Department and Halifax County.

A motion was made by Fannie Greene and seconded by Charles Tyner to approve the Animal Crematorium Agreement between the Health Department and Halifax County and authorize the County Manager to sign the agreement. **Question Called:** *All present voting yes.* **Motion carried.**

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



## NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



### DECISION PAPER

**TO:** Northampton County Board of County Commissioners  
**FROM:** Northampton County Health Department  
**MEETING DATE:** November 20, 2017  
**RE:** Halifax County, Animal Crematorium Agreement

#### PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the Animal Crematorium Agreement between the Health Department and Halifax County.

#### FACTS:

1. Both Halifax and Northampton provide animal control services which require the disposition of animal carcasses from time to time.
2. Halifax County has equipment and facilities for the cremation of animal carcasses and Northampton does not.
3. Cremation is the process recommended by the Department of Agriculture and US Fish and Wildlife Services.
4. The proposed contract was sent to Scott McKellar, County Attorney, for review.
5. The charge for this service is \$350.00 per month.
6. The agreement will be presented to the Board of Health at the November 14<sup>th</sup> meeting.

#### DISCUSSION:

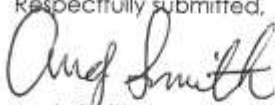
The Department of Agriculture does an annual inspection of the animal control facilities in Northampton County. They along with the Fish and Wildlife Services have recommended cremation as the method of disposal of animal carcasses. Halifax County has the facility and equipment for this process and has agreed to allow Northampton County to bring its animal carcasses on a biweekly basis for the proper and sanitary disposal of the carcasses. If approved, the fee will be \$350.00 per month. The proposed contract was sent to Scott McKellar, County Attorney, on November 7, 2017. The agreement will be presented to the Board of Health at the November 14<sup>th</sup> meeting.

**RECOMMENDATIONS:**

The Northampton County Health Department recommends that the Commissioners approve the proposed agreement between Northampton County and Halifax County for the purpose of animal crematorium services.

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Respectfully submitted,



Andy Smith  
Health Director

**COORDINATION:**

County Manager:

Concur Kimberly R. [Signature] The Board needs to authorize the County Manager  
 Concur with Comment 11/14/17 to sign the agreement.  
 Non-concur \_\_\_\_\_

Finance Director:

Concur Debbie A. Edwards  
 Concur with Comment \_\_\_\_\_  
 Non-concur \_\_\_\_\_

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## Halifax County Public Health System

*Health Department • Home Health & Hospice • WIC  
Environmental Health • Animal Control*

Post Office Box 10

19 North Dobbs Street

Halifax, North Carolina, 27839

Phone: (252) 583-5021 Fax: (252) 583-2975

*Ms. Dia H. Denton  
Interim Health Director*



November 2, 2017

Mr. John White  
Northampton County EH/Animal Control  
P O Box 635  
Jackson, NC 27845

Dear Mr. White

Our Animal Crematorium Agreement is enclosed **in triplicate**. Please sign and return two original agreements to my attention at your earliest convenience. If you have any questions or concerns, please contact me at 252-583-5021 x6314.

Best Regards,

*Tina L. Davis*

Tina L. Davis  
Administrative Assistant

*"Caring Hearts, Helping Hands"*

NORTH CAROLINA

HALIFAX COUNTY

AGREEMENT FOR USE OF ANIMAL CREMATORIUM

THIS AGREEMENT, made and entered into effective October 17, 2017, by and between Halifax County, a unit of local government ("Halifax"), and Northampton County, a unit of local government ("Northampton");

WITNESSETH:

Whereas, both Halifax and Northampton provide animal control services which require the disposition of animal carcasses from time to time; and

Whereas, Halifax County has equipment and facilities for the cremation of animal carcasses; and

Whereas, Northampton County does not have such equipment, and has requested that Halifax make its cremation equipment available to Northampton from time to time; and

Whereas, Halifax is willing to accommodate Northampton with respect to the use of its cremation equipment for the proper and sanitary disposal of carcasses;

Now, therefore, in consideration of the premises recited above and in further consideration of the terms and conditions set forth below, Halifax and Northampton agree as follows:

1. Northampton is allowed to bring its animal carcasses to the Halifax cremation facility on a bi-weekly basis, meaning at those times when Halifax normally cycles its crematorium. The crematorium is not and will not be cycled on a weekly basis.
2. Northampton will be responsible for all transport to and unloading at the Halifax crematorium facility.
3. Northampton will pay Halifax a fee of \$350.00 per month, regardless of the number of carcasses cremated for Northampton. This fee will be paid without the need for a monthly invoice on or before the 15<sup>th</sup> day of each month, beginning October 17, 2017.
4. The monthly fee may be adjusted after three to six months by mutual agreement of the parties, based upon the actual volume of use by Northampton.
5. Each year of this agreement, on or before May 1, Halifax will propose an adjustment in the monthly fee, and if the adjustment is mutually acceptable, that adjusted fee will be in effect for the next fiscal year (July 1 to June 30).
6. Notwithstanding anything contained herein to the contrary, this agreement may be terminated by either party upon 30 days written notice. The period of this agreement is October 17, 2017 through June 30, 2018.

Northampton County/Animal Control

-1-



7. To the extent allowed by law, each party will indemnify and hold harmless the other for any injury to persons or property resulting from the negligence or misconduct of its own officers, employees or agents arising from the use of the crematorium facilities and equipment.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized officers effective as of the date first above written.

NORTHAMPTON COUNTY

By: \_\_\_\_\_  
County Manager

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

Leslie H. Edwards  
Finance Director  
Northampton County

HALIFAX COUNTY

By: John M. Brown  
County Manager

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

Wayne W. Duncan  
Finance Director  
Halifax County

Approved as to form and legality.

M. J. P. B. L. J.  
Halifax County Attorney  
10-23-17

CONTRACT ADDENDUM  
FOR CONTRACTS WITH ANY DEPARTMENT OF  
HALIFAX COUNTY GOVERNMENT

CONTRACTOR: Northampton County Health Department

SUBJECT OF CONTRACT: Animal Control Services

DATE/TERM OF CONTRACT: October 17, 2017 – June 30, 2018 DEPARTMENT: Health

**Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:**

**Non-appropriation clause.** Contractor acknowledges that Halifax County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Halifax County's obligations under this contract, then this contract shall automatically expire without penalty to Halifax County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Halifax County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Halifax County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Halifax County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Halifax County upon written notice to Contractor of such limitation or change in Halifax County's legal authority.

**Dispute Resolution/Jurisdiction/Venue.** Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Halifax County.

**No pledge of taxing authority.** No deficiency judgment may be rendered against Halifax County or any agency of Halifax County in any action for breach of a contractual obligation under this contract. The taxing power of the Halifax County is not pledged directly or indirectly to secure any monies due under this contract.

**No waiver of governmental immunity; Violation of law.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Halifax County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Halifax County.

**Conflict of Interest:** If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Halifax County and the third parties regarding the subject matter of this Contract or Agreement.

**Compliance with E-Verify requirements:** The Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

**Iran Divestment Act Certification.** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

**Public Record.** This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

For the CONTRACTOR: \_\_\_\_\_

Title: County Manager

For HALIFAX COUNTY: \_\_\_\_\_

Title: County Manager

Revised 4.4.16

**CenturyLink Public Safety Product Sales/Installation/Maintenance Agreement:**

Mrs. Tammie Piland, Communications Director, appeared before the Board to obtain approval of a contract with CenturyLink to provide Automatic Location Identification (ALI) Modem.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the contract with CenturyLink to provide Automatic Location Identification Modem. **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:** Tammie Piland, Communications Director

**Re:** CenturyLink Public Safety Products Sales/Installation/Maintenance Agreement

**Date:** November 13, 2017

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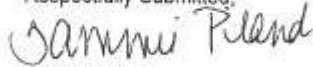
**Purpose:** To respectfully request permission to replace the Automatic Location Identification (ALI) Modem

**Facts:**

1. CenturyLink already provides these services to the Communications Center.
2. This system provides the location of the caller if they are calling from a land line. The current system has become obsolete and is no longer supported by the manufacturer. CenturyLink is the provider of this service because they are the provider of the phone service.
3. Replacing the current ALI Modem will ensure that the ALI features will not be interrupted.
4. The cost for this project is \$476.68 for installation and \$353.63 for maintenance for a total of \$830.31. This has been approved as an allowable expense from the NC 911 Board and will be paid from the 911 budget.

**Recommendation:** I recommend that we replace the ALI modem to continue to receive the ALI feature.

Respectfully Submitted,



Tammie Piland  
Communications Director

**Coordination:****County Manager**

Concur: Kimberly R. Johnson 11/14/17

Concur with Comment: \_\_\_\_\_

Disagree: \_\_\_\_\_

**Finance Director**

Concur: Leslie A. Edwards

Concur with Comment: \_\_\_\_\_

Disagree: \_\_\_\_\_

**Action by the Decision Maker**

Approve: \_\_\_\_\_

Disapprove: \_\_\_\_\_

Other: \_\_\_\_\_

**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

This Public Safety Product Sales/Installation/Maintenance Agreement is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC and Northampton County ("Customer"), a public entity organized under the laws of the State of North Carolina, and is effective on the date signed by the parties below ("Effective Date.") CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before 12-31-17. Customer's current address, facsimile number, and person designated for notices are: Tammie Piland, Northampton County 911, 132 Landfill Dr, Jackson NC 27845.

**1. Products and Services Supplied under this Agreement.**

**1.1** CenturyLink will provide and Customer will purchase the hardware and/or software ("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.

**1.2** CenturyLink will install Product(s) specified in Attachment 1 under the Installation Terms and Conditions described in Attachment 2 to this Agreement.

**1.3** CenturyLink will provide all onsite maintenance services for the Product(s) specified in Attachment 1 under the CenturyLink On-Site Maintenance Services Terms and Conditions in Attachment 3 to this Agreement. CenturyLink will charge Customer for any Cisco-provided remote supplemental maintenance service included as part of this Agreement. The Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at: <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html> or any successor website designated by Cisco.

**2. Sales Price and Payment Terms.**

**2.1** CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. CenturyLink's prices for maintenance appear in Attachment 4 to this Agreement. All charges are due within 30 days of the invoice date and in accordance with the Payment Summary on Attachment 4 to this Agreement. Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**2.2 Late Payment Charge.** CenturyLink will apply a service charge of 1½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date.

**3. Taxes and Fees.** Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. If Customer is exempt from any tax, it must provide CenturyLink with an appropriately completed and valid tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any tax payment for usage before Customer's submission of valid evidence of exemption.

**4. Customer Responsibilities.**

**4.1** Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between CenturyLink and Customer.

**4.2** Customer agrees to grant reasonable right of entry to CenturyLink's representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

**4.3** Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at [www.nena.org](http://www.nena.org).

**4.4** Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

**5. Title, Invoicing and Security Interest.** Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

**6. Health and Safety Compliance.** CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the

**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

**7. Customer Acceptance.** CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK 911 CALL CENTER AT 1-800-357-0911.

**8. Adds; Changes.** Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

**9. Right to Subcontract.** It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

**10. Confidentiality.**

**10.1** Except to the extent required by an open records act or similar law, neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**10.2** "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

**11. HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**12. Limitation of Liability.**

**12.1** OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

**12.2** CENTURYLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF



**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

THIS AGREEMENT, CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM.

**12.3 Personal Injury; Death; Property Damage.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

**13. Disclaimer of Warranties.** EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

**14. Software License.** One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.

**15. Default by Customer.** In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

**16. Governing Law; Dispute Resolution.**

**16.1 Governing Law; Forum.** Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

**16.2 Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

**17. Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(a) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [NoRenew@centurylink.com](mailto:NoRenew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(b) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

**18. General.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The

EQ and CenturyTel States



**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

**19. Entire Agreement.** This Agreement constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter.

CenturyLink and Customer execute and authorize this Agreement as of the last date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

**Northampton County**

**CenturyLink Communications, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 1

CONFIDENTIAL INFORMATION

## PRODUCT(S)

1. **Product Pricing.**

[illegible]

2. **Installation Pricing.** Customer will pay the following total installation charge for the Product(s) listed above: \$471.68
3. **CenturyLink Quote.** CenturyLink may provide Customer with Product pricing and any related charges via a CenturyLink issued quote (see CenturyLink Quote No. see above quote number), which is incorporated into the Agreement by this reference.

PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 2

CONFIDENTIAL INFORMATION

INSTALLATION TERMS AND CONDITIONS

1. **CenturyLink's Responsibilities.** CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.
2. **Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:
  - 2.1 Any modifications to building's electrical system required to install listed Product(s) that are not properly performed or provided by Customer;
  - 2.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or
  - 2.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.
3. **Target Dates.**
  - 3.1 Installation begin date: (estimated) 10-15-17
  - 3.2 Installation complete date: (estimated) 12-31-17

Customer \_\_\_\_\_  
(Initials)

CenturyLink \_\_\_\_\_  
(Initials)

PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 3

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CONFIDENTIAL INFORMATION

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**CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement.

"Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"Center" means the CenturyLink Customer Service Center.

"Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

"Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.

"End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

"Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.

"Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

"Local Time" means the time zone in which Covered Product is located.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

"MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

"Non-Standard Products" means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

"Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

"Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.

"System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

"Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

**2. Service and Scope.** CenturyLink will provide maintenance on the Product(s) listed in Attachment 1 (the "Covered Products.")

**3. Term of Centurion On-Site Maintenance Service.**

**3.1** CenturyLink will provide Centurion On-Site maintenance service for 12 (Twelve) months (the "Service Term") beginning upon Customer Acceptance of Product(s).

**4. System Integrity.** To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

5. **Service Warranty.** CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink's standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.
6. **CenturyLink Responsibilities.** CenturyLink will perform the following tasks:
- Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
  - Perform trouble isolation during Covered Hours
  - If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
  - CenturyLink will make a reasonable effort to arrive at Customer's site with all required replacement parts
7. **Customer Responsibilities.** Customer will perform the following tasks:
- Provide information to assist CenturyLink in determining Service entitlement
  - Provide serial numbers and specific location of the Covered Product
  - Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
  - Provide 30-day notice to CenturyLink of any changes to the Covered Product
  - Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
  - Perform due diligence to protect the Covered Product from abuse and misuse
  - Comply with all manufacturer environmental requirements
8. **Trouble Reports.** Customer will report problems with the Covered Product to Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.
- 8.1 **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:
- Total network element outage
  - Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
  - Total loss of the ability of the system to provide any required critical major alarms
- 8.2 **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:
- A reduction in capacity or traffic handling capability such that expected loads cannot be handled
  - Failure resulting in dynamic routing, switching capability or transport loss
  - System restarts, whether or not the system has recovered or not, and where root cause has not been defined
- 8.3 **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:
- Traffic impacting system restarts
  - Disruption of billing or accounting capability
- 8.4 **Priority Level 4 – Customer Inquiry:** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.
9. **Preventative Maintenance Option.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.
10. **Service Level Objective (SLO).** CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer Initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
11. **Remote Access Device.** As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged \$500, unless otherwise agreed to by CenturyLink and Customer.

**PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

**12. Problem Isolation Billing; Service Exclusions.** In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:

- CPE hardware not listed on O 1
- CPE software not listed on Attachment 1 unless embedded in the Covered Product
- Products missing serial numbers or other identification required by the manufacturer.
- Problems caused by integration with non-CenturyLink provided hardware or software
- Problems associated with Operating Systems not provided by CenturyLink
- Product failure due to manufacturer excluded causes such as accident, abuse or misuse
- Product failure due to non-compliance of electrical or environmental requirements
- Product usage not in accordance to manufacturer specification
- Failure of Customer to follow proper operating procedures
- Servicing not authorized by CenturyLink
- Upgrades of software

**13. MD, EOS and EOL Products.** CenturyLink will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.

**14. Non-Standard Products.** CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.

**15. Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

**16. Voice over Internet Protocol (VoIP) Quality Exclusion.** CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Agreement. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.

**17. Termination.** If, prior to the conclusion of the Service Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Service Term.

**18. Lease Option.** Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.

Customer \_\_\_\_\_  
(Initials)

CenturyLink \_\_\_\_\_  
(Initials)

PUBLIC SAFETY PRODUCT  
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 4

CONFIDENTIAL INFORMATION

PAYMENT SUMMARY

1. PRODUCTS.

1.1 Product and Installation Pricing Summary.

Description	Charges
Product	\$ 0
Installation	\$ 471.68
Total for Product and Installation	\$ 471.68

1.2 Product Payment Schedule.

Description	Percentage of Total Payment Due	Amount Due
Date of Acceptance	100%	\$ 471.68

2. MAINTENANCE.

2.1 Term. The Service Term for CenturyLink Centurion maintenance service is shown below.

Description	Service Term
Maintenance	One Year

2.2 Maintenance Payment Schedule. Customer will pay the following maintenance charges in accordance with the following payment schedule.

Description	Charges	Billing Schedule
Term Maintenance	\$353.63	100% Billed upon Acceptance

3. SOFTWARE UPGRADE PROGRAM.

3.1 Software Upgrade Program. Customer will pay the following software upgrade program charges in accordance with the following billing schedule.

Term	Charges*	Billing Schedule
[SELECT TERM or N/A]	\$0	100% Billed upon Acceptance

\*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer \_\_\_\_\_  
(Initials)

CenturyLink \_\_\_\_\_  
(Initials)

This instrument has been pre-audited in the manner as  
Per NC.G.S. 159-28 (a) Reshita Edwards  
Finance Officer

**Customer:** Northampton County E911  
**Quote #:** 1709071138  
**Project Name:** ALI Modem Replacement  
**Created On:** 09/07/2017  
**Expiration Date:** 11/06/2017  
**Account Manager:** Rob Robinson/b8q5  
**Sales Engineer:** Paul Winstead  
**Customer Notes:**



Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
<b>LOCATION: Main Site</b>					
<b>Materials</b>					
CISCO1921/K9	C1921 Modular Router, 2 GE, 2 EHWIC slots, 512DRAM, IP Base	\$ -	2	\$ -	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$ -	2	\$ -	
CAB-SS-232FC	RS-232 Cable, DCE Female to Smart Serial, 10 Feet	\$ -	2	\$ -	
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	\$ -	2	\$ -	
SL-19-IPB-K9	IP Base License for Cisco 1900	\$ -	2	\$ -	
S190UK9-15602T	Cisco 1900 IOS UNIVERSAL	\$ -	2	\$ -	
HWIC-2A/S	2-Port Async/Sync Serial WAN Interface Card	\$ -	2	\$ -	
HWIC-1DSU-56K4	1-port 4-WIRE 56/64 KBPS WAN INTERFACE CARD	\$ -	2	\$ -	
<b>Support</b>					
IUM-CON-SNTP-1921	CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 162.21	2	\$ 324.43	12
ICU-IUM-CON-SNTP-1921	CTL-MGD--CTL-FOTS--UNASSIGNED-SPARES--(IUM ITEM REQUIRED FOR SPARES) CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 14.60	2	\$ 29.20	12
<b>Implementation</b>					
QINTR-CISCO	Integration	\$ 426.68	1	\$ 426.68	
<b>Shipping and Handling</b>					
Shipping & Handling	Shipping & Handling	\$ 50.00	1	\$ 50.00	
<b>Support Services Total</b>				<b>\$353.63</b>	
<b>Implementation Total</b>				<b>\$426.68</b>	
<b>Shipping and Handling Total</b>				<b>\$50.00</b>	





**MOU with Roanoke Rapids Graded School:**

Mr. Charles Joyner, EMS Director, appeared before the Board to obtain approval of a Memorandum of Understanding (MOU) with Roanoke Rapids Graded School District to provide training for their EMT program.

A motion was made by Fannie Greene and seconded by Geneva Faulkner to table this matter to allow time for Attorney to receive and review insurance policy. **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:** Charles Joyner EMS Director

**Date:** 11/20/2017

**Subject:** Memorandum of Understanding (MOU)

**Purpose:** To obtain approval from the Northampton County Board of Commissioners to enter into a memorandum of understanding with the Roanoke Rapids Graded School District

**Facts:** The Roanoke Rapids Graded School District has begun to offer a high school emergency medical technology program. The purpose of this program is to provide high school students with training for careers in emergency medical services. The Roanoke Rapids Graded School District contacted Northampton County Ambulance Service along with other County EMS Services to enter into a MOU in order to allow the high school students enrolled in this program to receive training from members of Northampton County Ambulance Service. The Roanoke Rapids High School will provide insurance to cover the students and instructors in the event of accident or civil liability.

The county attorney has reviewed and approved all the documents included with this decision paper

**Discussion:** I feel that this program will be of benefit to Northampton County in that it will provide training to high school students that wish to start a career in EMS. This will allow students to receive a state EMS certification while still in high school. This will increase the pool of people entering the workforce that already have the training to work in the field of EMS. This will be a benefit to all of the surrounding counties as the pool of qualified applicants now is limited. This will allow recent graduates the opportunity to begin work without the need to get additional training after graduation.

**Recommendation:** I would respectfully request that the Northampton County Board of Commissioners allow Northampton County to enter into the Memorandum of Understanding with The Roanoke Rapids Graded School District.

Respectfully Submitted

  
Charles Joyner

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Coordination

**County Manager**

Concur: Kimberly F. Jones  
Concur with Comment: \_\_\_\_\_  
Non - Concur: \_\_\_\_\_

**Finance Director**

Concur: Reslie A. Edwards  
Concur with comment: \_\_\_\_\_  
Non-concur: \_\_\_\_\_

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**Memorandum of Understanding**  
Roanoke Rapids High School  
Emergency Medical Technician Education Program

**Between**

**Roanoke Rapids Graded School District**

**And**

**Northampton County Emergency Medical Services**

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**I. Purpose**

The purpose of the Roanoke Rapids High School Emergency Medical Technology Program is to provide enhanced Career and Technical Education opportunities to provide well trained individuals for careers in emergency medical services in Halifax County.

This Memorandum of Understanding (MOU) is to identify the roles of this collaborative relationship as they relate to providing high school students the opportunity to participate in Emergency Medical Technician Training.

**II. Responsibilities**

**Roanoke Rapids High School**

1. Provide a certified level I EMT instructor.
2. Provide the necessary instructional facilities.
3. Provide the necessary instructional materials, supplies and equipment.
4. Provide insurance that will cover the students and instructor(s) in case of accident or civil liability.
5. Request in advance (reasonable time) the use of specialized Northampton County Emergency Medical Services (NCEMS) equipment when cost of such equipment might be prohibitive for the school to purchase.
6. Roanoke Rapids High School (RRHS) is expected to return all of NCEMS equipment in the same working order as it was delivered. If for any reason there is damage to any equipment, or the equipment failed to operate properly, it is the responsibility of RRHS to notify a representative of the NCEMS so that any deficiencies can be repaired.

7. Monetary responsibility for any damaged equipment due to negligence while being used by RRHS students will be appraised and an agreement worked out between the NCEMS and RRHS.

#### **Northampton County Emergency Medical Services**

1. Provide a contact person(s) to serve as liaison between Roanoke Rapids High School and NCEMS to provide consultation and assist as available in technical expertise of the program.
2. Provide training to the RRHS instructor that is responsible for the EMT curriculum so that they are familiar with NCEMS equipment and all safety issues associated with such equipment.
3. Ensure that when NCEMS personnel who will be involved in ongoing basis, register as volunteers with the Roanoke Rapids Graded School District.
4. When notified by RRHS of the need of equipment for practical training, to insure that the equipment is delivered at an agreed upon time.
5. If while the equipment is in use by RRHS and an emergency should arise requiring that the equipment be returned to NCEMS, a representative of NCEMS shall contact RRHS as soon as possible so that arrangements can be made to retrieve the equipment from RRHS. All efforts will be made to give RRHS some ample time of notice and not just arrive at RRHS requesting the equipment.
6. When NCEMS has opportunities which can be used for training in practical applications for the RRHS instructor or volunteer opportunities for RRHS students NCEMS will notify the instructor of such activities. Examples of this might be the opportunity for students to participate in Halifax County EMS disaster drills or the instructor to participate in professional training for certification renewals.
7. NCEMS and the RHHS instructor will coordinate any necessary permissions or documentation needed for students to participate in program activities.

### **III. Modification and Termination**

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or

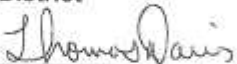
cancellation and include any final performance and/or payment invoicing instructions/requirements.

2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

#### IV. Effective Date and Signature

This MOU shall be effective upon the signature of Roanoke Rapids Graded School District and Northampton County Emergency Medical Services authorized officials.

Signature and dates:

<p><b>Roanoke Rapids Graded School District</b></p> <p></p> <hr/> <p>Thomas Davis, Authorized Signature CTE Director</p> <p>DATE <u>08/02/17</u></p>	<p><b>Northampton County Emergency Medical Services</b></p> <p>_____</p> <p>Authorized Signature</p> <p>Title: _____</p> <p>DATE _____</p>
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**Bid Approval Squire Road:**

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to obtain approval to award the Squire Road Water System project to the lowest responsible bidder.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to award the Squire Road Water System project to Herring-Rivenbark, Inc. **Question Called:** *All present voting yes.*  
**Motion carried.**

Mr. Pearce introduced Mr. Leo Green, Green Engineering, to the Board. Mr. Green explained to the Board a possible timeline of events to complete the Squire Road project.

**Water Survey Update:**

Mr. Pearce also gave the Board an update on water surveys. Mr. Pearce stated he currently has a list of roads without county water and forms will be posted on resident's doors that will need to be completed and mailed in.

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



### Decision Paper

To: The Northampton County Board of Commissioners  
 From: Nathan Pearce, Assistant County Manager  
 Date: November 20, 2017  
 Subject: Squire Road Water System Improvements Project

#### PURPOSE:

To obtain the Northampton County Board of Commissioners' approval to award the Squire Road Water System Improvements project to the lowest responsible bidder.

#### FACTS:

1. Green Engineering, P.L.L.C. submitted a Bid Tabulation to Northampton County on 11/6/2017 that included a total construction cost submitted by both Step Construction and Herring-Rivenbark, Inc.
2. Northampton County has had experience working with both Step Construction and Herring-Rivenbark, Inc. in the past.
3. *"ARTICLE 19 - AWARD OF CONTRACT: 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder".*

#### RECOMMENDATION:

That the Board award the project to the lowest responsible bidder.

Action by the Commissioners:

Approved: \_\_\_\_\_  
 Disapproved: \_\_\_\_\_  
 Other: \_\_\_\_\_

  
 County Manager

  
 Finance Officer

**BID TABULATION**

PROJECT OWNER: NORTHAMPTON COUNTY  
 PROJECT DESCRIPTION: SQUIRE ROAD WATER SYSTEM IMPROVEMENTS  
 BID OPENING DATE: NOVEMBER 6, 2017 @ 2:00 P.M.  
 ENGINEER: GREEN ENGINEERING, P.L.L.C

Item	Quantity	Description	Step Construction		Herring-Rivenbark, Inc.	
			Unit Price	Total Cost	Unit Price	Total Cost
1	1.0 LS	Locate Ex. 6" Water Main and make Conn. to New 6" Water Main	5,000.00	5,000.00	2,500.00	2,500.00
2	700.0 LF	6" Dia. PVC Water Main	24.00	16,800.00	35.00	24,500.00
3	50.0 LF	6" Dia. Ductile Iron Water Main	60.00	3,000.00	60.00	3,000.00
4	15.0 LF	6" Dia. Ductile Iron Hydrant Leg	60.00	900.00	60.00	900.00
5	300.0 LF	2" Dia. PVC Water Main	16.00	4,800.00	25.00	7,500.00
6	120.0 LF	6" ID HDPE Directional Bore Including End Restraints	80.00	9,600.00	200.00	24,000.00
7	5.0 EA	Water Service Reconnection Including Service	1,000.00	5,000.00	800.00	4,000.00
8	1.0 EA	6" Dia. Gate Valve w/Box and Concrete Collar	1,000.00	1,000.00	1,400.00	1,400.00
9	3.0 EA	2" Dia. Gate Valve w/Box and Concrete Collar	800.00	2,400.00	600.00	1,800.00
10	1.0 EA	Fire Hydrant	4,000.00	4,000.00	4,500.00	4,500.00
11	1.0 EA	2" Post Hydrant	2,000.00	2,000.00	3,000.00	3,000.00
12	1.0 LS	Reconnection of Existing 2" Dia. Water Main on Squire Acres Lane to New Water Main Installed on Squire Road	4,000.00	4,000.00	4,500.00	4,500.00
13	500.0 LBS	Compact MJD1 Fittings	7.00	3,500.00	9.00	4,500.00
14	1.0 LS	Abandon 6" Dia. Water Main with Flowable Fill	15,000.00	15,000.00	13,500.00	13,500.00
15	300.0 SY	6" CABC Gravel Drive/Road (Remove and Replace)	10.00	3,000.00	30.00	9,000.00
16	1.0 LS	Tree/Vegetation Removal	5,000.00	5,000.00	5,500.00	5,500.00
17	500.0 LF	Silt Fence	5.00	2,500.00	3.00	1,500.00
18	100.0 CY	Select Backfill	10.00	1,000.00	35.00	3,500.00
19	100.0 TONS	Stone Bedding	40.00	4,000.00	45.00	4,500.00
20	8.0 EA	Wattle Check Dam	400.00	3,200.00	100.00	800.00
21	1.0 LS	Seeding and Mulching	7,000.00	7,000.00	2,750.00	2,750.00
22	300.0 SY	Excelsior Matting	10.00	3,000.00	4.00	1,200.00
<b>TOTAL CONSTRUCTION</b>				<b>\$105,700.00</b>		<b>\$128,350.00</b>

I, E. LEO GREEN, III, HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
 E. LEO GREEN, III



11-6-17

NC Firm License: P-0115





Green Engineering, PLLC

Water, Wastewater, Surveying

Planning, Project Management

303 Goldsboro Street East • PO Box 606 • Wilson, NC 27804

TEL 252.237.5365 • FAX 252.243.7489

WWW.GREENENGINEERING.COM

November 13, 2017

Northampton County  
P.O. Box 808  
Jackson, NC 27845

Attention: Nathan B. Pearce  
Northampton County Assistant Manager

Subject: Squire Road Water Line Relocation  
Bid Opening Results  
PN 17-028

Dear Mr. Pearce:

Green Engineering opened bids for the construction of the subject project on Monday, November 6, 2017 at 2:00 PM at our office in Wilson. There were two (2) bids publically opened and read out loud and they were as follows:

Step Construction	\$105,700.00
Herring-Rivenbark, Inc.	\$128,350.00

Following the Bid Opening we prepared a Bid Tabulation which was certified under my seal and copies sent to the contractors and your office. Based on conversations you and I have had it appears that both contractors have provided utility construction/installation services in the past; however, it appears that the County's past experience with Step Construction has been less successful than their experience with Herring-Rivenbark, Inc.

While Green Engineering, PLLC has had successful experience with both contractors we do not have a history of working with either contractor in Northampton County. The following language is provided in the Instructions to Bidders and should be referenced during the selection process if the County decides not to go with the low bidder: *"ARTICLE 19 - AWARD OF CONTRACT: 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder"*.

I trust this information will be sufficient for Northampton in the consideration of the award of the Squire Road Water Line Relocation project. Please let me know if you need any additional information at this time.

Respectfully,

*E. Leo Green III*  
E. Leo Green, III

**Management Matters:**

County Manager Turner updated the Board on a joint meeting with the Board of Education. The Board made a consensus to table the discussion on a date until 1st meeting in January when everyone is present to make a decision.

County Manager Turner provided the Board with an update on the Courthouse project.

**Citizens/Board Comments:**

**Chairman Carter called for Citizens Comments.**

Mrs. Betty Bennett, citizen, made comments in reference to pipeline.

Mrs. Dot Vick, citizen, continue her comments in reference to an article in the newspaper about the County Audit.

Mr. Floyd Joyner, citizen, also made comments in reference to the pipeline.

**Chairman Carter called for Board Comments.**

Commissioner Tyner thanked everyone for attending. He also asked everyone to be patient and wait. He also stated that a better day is coming and that he will never do anything to hurt everyone. He also thanked Attorney Scott McKellar and Mrs. Jackson for their assistance with getting easements signed with citizens on Squire Road.

Commissioner Greene reported to the Board the passing of previous Commissioner, Mr. Shearin.

Commissioner Faulkner thanked everyone for attending. She made comments in reference to the parades within Northampton County for the holidays.

A motion was made by Charles Tyner and seconded by Fannie Greene to recess regular session.

**Question Called: All present voting yes. Motion carried.**

A motion was made by Geneva Faulkner and seconded by Charles Tyner to resume closed session for the purpose of G.S. 143-318.11 (a)(3) . **Question Called: All present voting yes.**

**Motion carried.**

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

A motion was made by Geneva Faulkner and seconded by Fannie Greene to reconvene regular session. **Question Called:** *All present voting yes.* **Motion carried.**

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

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Komita Hendricks, Clerk to the Board  
“r.m. 11-20-17”

*2 Approval of Closed Session Minutes for November 20, 2017*

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            12-04-17

**Agenda Tab Number:**   2

**Agenda Time:**            10:00

**Presenter and/or Subject Matter:**

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Approval of Closed Session Minutes for November 20, 2017

(omitted)

Komita Hendricks  
Clerk to the Board

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            12-04-17

**Agenda Tab Number:**   3

**Agenda Time:**           10:00

**Presenter and/or Subject Matter:**

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Approval of Agenda for December 4, 2017

Komita Hendricks  
Clerk to the Board

### ***3 Approval of Agenda for December 4, 2017***

The Northampton County Board of Commissioners will meet in Regular Session on Monday, December 4, 2017 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.

<b><u>TAB</u></b>	<b><u>TIME</u></b>	<b><u>DESCRIPTION</u></b>
	9:50	Agenda Work Session
1	10:00	Approval of Regular Meeting Minutes for November 20, 2017
2		Approval of Closed Session Minutes for November 20, 2017
3		Approval of Agenda for December 4, 2017
4	10:05	Composite Board Appointment to the ABC Board
5	10:15	Mr. Nathan Pearce, Assistant County Manager Appointment to CADA Board of Directors 2018-2019
6	10:20	Mrs. Cathy Allen, Tax Administrator 1) Motor Vehicle Refund 2) Appeal of Value (Mrs. Jamie East)
7	10:30	Ms. Kimberly Turner, County Manager 1) Building Inspection Service Contract 2) Managements Matters
8	10:35	Approval of 2018 Commissioners' Meeting Calendar
9	10:45	Mr. Scott McKellar, County Attorney Election of Chair and Vice Chair for Board of Commissioners
10	10:55	Chairperson of Board of Commissioners 1) Appointment of County Attorney 2) Appointment of Clerk to the Board
11	11:10	Citizens/Board Comments
	11:40	Adjourn



**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:** 12-04-17

**Agenda Tab Number:** 4

**Agenda Time:** 10:05

**Presenter and/or Subject Matter:**

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Komita Hendricks  
Clerk to the Board

***4 Appointment to the ABC Board***

August 15, 2017


Kimberly Turner, County Manager  
PO BOX 808  
Jackson, NC 27845

Dear Mrs. Turner,

I would like for Aussie M. Broadnax to be put on the agenda for your next meeting. Mr. Broadnax's term expires December 31, 2017. We would like for him to be reappointed for another three year term. Please call me at (252) 534-2011 if you have any questions.

Sincerely,

NORTHAMPTON COUNTY ABC BOARD

  
Kathy H. Gephart  
General Manager

To: Northampton County  
Kimberly Turner, County Manager

From: Northampton County ABC Board

November 29, 2017 (correction ) of August 16, 2016

**Board Members and term expires listed below:**

Aussie M. Broadnax, Member 12/31/2017

Lewis Vincent, Secretary 12/31/2018

Ted Sumner, Chairman 12/31/2019

If you have any questions please call the ABC OFFICE at (252) 534-2011

Sincerely,

NORTHAMPTON COUNTY ABC BOARD

  
Kathy H. Gephart,  
General Manager

### ABC BOARD

	<u>Term Expires</u>
Mr. Teddy Sumner, Chair Rich Square, NC	Dec. 2013
Mr. Aussie Broadnax Seaboard, NC 27876	Dec. 2014
Mr. Thomas L. Vinson Gaston, NC 27832	Dec. 2015

### Three (3) year terms

### NORTHAMPTON COUNTY COMPOSITE BOARD

Members consist of all Town Mayors and the Northampton County Board of Commissioners. Meetings are held once a year in September\* and a Chairman is appointed each year.

New board members are also appointed in September, with all terms beginning and ending in December

Elsie Hilliard  
Northampton ABC Finance Officer  
Jackson, NC 27845

CenturyLink Webmail

nhamptoncoabc@embarqmail.com

**Board Ques.****From :** Laurie Lee <Laurie.Lee@abc.nc.gov>

Thu, Aug 17, 2017 09:38 AM

**Subject :** Board Ques.**To :** Northampton County ABC Board  
<nhamptoncoabc@embarqmail.com>

Kathy,

It is up to the appointing authority to set term limits (or not) for board members.

State law does not interfere. (G.S. 18B-700(a))

Duties/responsibilities are addressed in 18B-700 and 701. Both statutes are below.

**§ 18B-700. Appointment and organization of local ABC boards.**

(a) Membership. - A local ABC board shall consist of three or five members appointed for three-year terms unless the board is a board for a merged ABC system under G.S. 18B-703 and a different size membership has been provided for as part of the negotiated merger. If the board is a three-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. If the board is a five-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, two members for two-year terms, and two members for one-year terms. As the terms of initial board members expire, their successors shall each be appointed for three-year terms. If a board is initially a three-member board and the appointing authority determines a five-member board is preferable, the terms of the two new members shall be for three years. If a local board has five members and the appointing authority determines a three-member board is preferable, the appointing authority shall not reduce the size of the board except upon the expiration of a member's term and only with the approval of the Commission. The appointing authority shall designate one member of the local board as chairman.

(a1) Mission. - The mission of local ABC boards and their employees shall be to serve their localities responsibly by controlling the sale of spirituous liquor and promoting customer-friendly, modern, and efficient stores.

(b) City Boards. - City ABC board members shall be appointed by the city governing body, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c) County Boards. - County ABC board members shall be appointed by the board of county commissioners, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(d) Qualifications. - The appointing authority shall appoint members of a local board on the basis of the appointees' interest in public affairs, good judgment, knowledge, ability, and good moral character.

(e) Vacancy. - A vacancy on a local board shall be filled by the appointing authority for the remainder of the unexpired term. If the chairman's seat becomes vacant, the appointing authority may designate either the new member or an existing member of the local board to complete the chairman's term.

(f) Removal. - A member of a local board may be removed for cause at any time by the appointing authority. Local board members are subject to the removal provisions of G.S. 18B-202.

(g) Compensation of Board Members. - A local board member shall receive compensation in an amount not to exceed one hundred fifty dollars (\$150.00) per board meeting unless a different level of monetary compensation is approved by the appointing authority. If a different level is approved by the appointing authority, the appointing authority shall notify the Commission of the approved level of compensation in writing. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. No local board member shall receive any nonmonetary compensation or benefits unless specifically authorized by this section.

(g1) Compensation of General Managers of Local Boards. - The salary authorized for the general manager, as defined in G.S. 18B-101, of a local board shall not exceed the salary authorized by the General Assembly for the clerk of superior court of the county in which the appointing authority was originally incorporated unless such compensation is otherwise approved by the appointing authority. The local board shall provide the appointing authority's written confirmation of such approval to the Commission. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. The general manager of a local board may receive any other benefits to which all employees of the local board are entitled. The salary authorized for other employees of a local board may not exceed that of the general manager.

(g2) Travel Allowance and Per Diem Rates. - Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local board within 30 days of approval.

(h) Conflict of Interest. - The provisions of G.S. 18B-201 shall apply to local board members and employees.

(i) Bond. - Each local board member and the employees designated as the general manager and finance officer of the local board shall be bonded in an amount not less than fifty thousand dollars (\$50,000) secured by a corporate surety, for the faithful performance of his duties. A public employees' blanket position bond in the required amount satisfies the requirements of this subsection. The bond shall be payable to the local board and shall be approved by the appointing authority for the local board. The appointing authority may increase the amount of the bond required for any member or employee who handles board funds.

(j) Limited Liability. - A person serving as a member of a local ABC board shall be immune individually from civil liability for monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, except where the person:

- (1) Was not acting within the scope of his official duties;
- (2) Was not acting in good faith;
- (3) Committed gross negligence or willful or wanton misconduct that resulted in the damage or injury;
- (4) Derived an improper personal financial benefit from the transaction; or
- (5) Incurred the liability from the operation of a motor vehicle.

The immunity in this subsection is personal to the members of local ABC boards, and does not immunize the local ABC board for liability for the acts or omissions of the members of the local ABC board.

(k) Nepotism. - Members of an immediate family shall not be employed within the local board if such employment will result in one member of the immediate family supervising another member of the immediate family, or if one member of the immediate family will occupy a position which has influence over another member's employment, promotion, salary administration, or other related management or personnel considerations. This subsection applies to local board members and employees.

For the purpose of this subsection, the term "immediate family" includes wife, husband, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandson, and granddaughter. Also included are the step-, half-, and in-law relationships. It also includes other people living in the same household, who share a relationship comparable to immediate family members, if either occupies a position which requires influence over the other's employment, promotion, salary administration, or other related management or personnel considerations.

(l) Local Acts. - Notwithstanding the provisions of any local act, this section applies to all local boards. (1981, c. 412, s. 2; c. 747, s. 50; 1981 (Reg. Sess., 1982), c. 1262, s. 10; 1989, c. 800, s. 19; 2010-122, ss. 9-16.)

**§ 18B-701. Powers and duties of local ABC boards.**

(a) Powers. - A local board shall have authority to:

- (1) Buy, sell, transport, and possess alcoholic beverages as necessary for the operation of its ABC stores;
- (2) Adopt rules for its ABC system, subject to the approval of the Commission;
- (3) Hire and fire employees for the ABC system;
- (4) Designate one employee as manager of the ABC system and determine his responsibilities;
- (5) Require bonds of employees as provided in the rules of the Commission;
- (6) Operate ABC stores as provided in Article 8;
- (7) Issue purchase-transportation permits as provided in Article 4;
- (8) Employ local ABC officers or make other provision for enforcement of ABC laws as provided in Article 5;
- (9) Borrow money as provided in G.S. 18B-702;
- (10) Buy and lease real and personal property, and receive property devised or given, as necessary for the operation of the ABC system;
- (11) Invest surplus funds as provided in G.S. 18B-702;
- (12) Dispose of property in the same manner as a city council may under Article 12 of Chapter 160A of the General Statutes; and
- (13) Perform any other activity authorized or required by the ABC law.

(b) Duties. - A local board shall have the duty to comply with all rules adopted by the Commission pursuant to this Chapter and meet all standards for performance and training established by the Commission pursuant to G.S. 18B-203(a)(20) and (21). Failure to comply with Commission rules shall be cause for removal. (1937, c. 49, ss. 10, 12; cc. 411, 431; 1939, c. 98; 1957, cc. 1006, 1334; 1963, c. 1119, s. 2; 1967, c. 1178; 1969, cc. 118, 902; 1971, c. 872, s. 1; 1973, cc. 85, 185; c. 1000, ss. 1, 2; 1977, c. 618; 1979, c. 467, s. 20; c. 617; 1981, c. 412, s. 2; 2010-122, s. 17; 2011-284, s. 13.)

Laurie Lee

**Director of Pricing Division & ABC Board Audits**

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NC ABC Commission  
400 E. Tryon Road, Raleigh, NC 27610  
P: 919-779-8354 F:919-661-5927  
[laurie.lee@abc.nc.gov](mailto:laurie.lee@abc.nc.gov)

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

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Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

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**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            12-04-17

**Agenda Tab Number:**    5

**Agenda Time:**            10:15

**Presenter and/or Subject Matter:**

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Mr. Nathan Pearce, Assistant County Manager  
Appointment to CADA Board of Directors 2018-2019

Komita Hendricks  
Clerk to the Board

## ***5 Appointment to CADA Board of Directors 2018-2019***

### **DECISION PAPER**

**TO:** The Northampton County Board of Commissioners

**FM:** Nathan Pearce, Assistant County Manager

**DT:** December 4, 2017

**RF:** Appointment to the CADA Board of Directors

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**PURPOSE:**

To obtain the Board's approval to reappoint two members to the CADA Board of Directors

**FACTS:**

1. The By-Laws of CADA designate two Board positions to be appointed by Northampton County.
2. Those appointed may be County Commissioners or may be selected by the County Commissioners from other residents in the County for representation.
3. The term of office is two years.
4. The current Board members appointed by Northampton County are Chester Deloatch and Shelia Evans.

**RECOMMENDATION:**

That the Board reappoint Chester Deloatch and Shelia Evans for a two-year term.

Action by the Commissioners:

Approved: \_\_\_\_\_  
 Disapproved: \_\_\_\_\_  
 Other: \_\_\_\_\_

  
 County Manager



*Serving Northeastern North Carolina Since 1962*  
 Choanoke Area Development Association of NC, Inc.  
 Post Office Box 530, Rich Square, North Carolina 27869  
 Telephone: 252.539.4155\* Fax: 252.539.2048  
 www.nc-cada.org

November 21, 2017

Robert V. Carter, Chair  
 Northampton Board of Commissioners  
 100 West Jefferson Street  
 P.O. Box 808  
 Jackson, NC 27845

Dear Commissioner Carter:

RE: Appointment of Two Representatives to the CADA Board of Directors 2018-2019


The By-Laws of Choanoke Area Development Association of North Carolina, Inc. (CADA), designate two Board positions to be appointed by Northampton County. Those appointed by the County may be County Commissioners themselves or may be selected by the Commissioners from other County residents that can represent the County. The term of office is two years. There is no limit to the number of terms a County appointee may serve.

It is important to the mission of this agency that County appointees to the Board have knowledge, experience, and leadership skills that enable CADA to coordinate and maximize resources to serve those in need. Board meetings are on the second Tuesday of each month at 6:00 pm and usually are held at the CADA Administrative Office in Rich Square.

The current Board members appointed by Northampton County are Chester Deloatch and Shelia Manley Evans. Mr. Deloatch and Ms. Evans are eligible to be reappointed. CADA is requesting that your appointments be made by December 12, 2017. The new Board will be installed at the annual meeting on January 9, 2018.

Please let us know if you need additional information. The CADA Board and staff appreciate the continuing support and guidance of the County.

Sincerely,

  
 Sallie P. Surface  
 Executive Director

cc: Kimberly Turner  
 County Manager

Print

## 2016-2017 CADA Board of Directors

**CADA Board of Directors Meetings is the Second Tuesday of the Month.**

Resolution In Memory And Appreciation For

The Life and Service Of:

Howard Bishop Ervin

Joyce Dixon Bohannon

### **Bertie County 6**

Hall, Dr., Kashi

Kedley, Curt

Peele, James

Rascoe, Morris

Saunders, Vivian

Watford, Bruce

### **Halifax County 8**

Brown, Jr., Jackson

Cadle, Robert

Davis, M'Bechi Tyree

Edmonds, Jerrica

Elam, Dr. Michael

Riddick, Alfred

Simmons, Jeremiah

Smith, James

Smith, Marcelle

### **Hertford County 6**

Hall, J., Wendell

Johnson, Lynn

Lee, Daphne

Parker, Arica

Pierce, Hazel

### **Martin Co. 6**

Council, Barbara

Boham, Dr. Kenneth

Rodgers, Sheriqueenma

Rodgers, Tina

Thompson, Carolyn

Whitley, David

### **Northampton County 6**

DeLoatch, Chester

Evans, Sheila Manley

Jerman, Rev. George

Moody, Catherine

Spruill, Venus

Williams, Robin

### **HS/EHS Policy Council 2**

Cordon, Dr. Chris

Elliott, Isaiah

Trent, Daynelle

Print

**Composition of Board Members** 1/3 Public Officials/Representatives

1/3 Community-At-Large/Representatives

1/3 Low-Income Representatives

### Press Release

Choanoke Area Development Association of NC, Inc. (CADA) has designated November 20<sup>th</sup> – 30<sup>th</sup>, 2017 for district election meetings. The purpose of these meetings is to elect two (2) electors from each community within an established district. These selected electors will meet within their respective district to elect one (1) district representative to CADA's Board of Directors. A board member does not have to be a low-income person but must be selected by the low-income residents of a CADA district as their representative.

Residents must be 18 years of age or older to be eligible to nominate an elector and to vote. CADA employees are not eligible to nominate candidates or to vote in the election. All low-income persons are encouraged to participate in the election process. Polling locations, dates and times for voting are as follows: [Click on this Link for voting District and Dates](#)

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            12-04-17

**Agenda Tab Number:**    6

**Agenda Time:**            10:20

**Presenter and/or Subject Matter:**

Mrs. Cathy Allen, Tax Administrator
1) Motor Vehicle Refund
2) Appeal of Value (Mrs. Jamie East)

Komita Hendricks  
Clerk to the Board

**DECISION PAPER**

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FROM: CATHY B. ALLEN, TAX ADMINISTRATOR

RE: AD VALOREM TAX APPEALS

DATE: NOVEMBER 28, 2017

THIS IS A DECISION PAPER

**PURPOSE:** To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of \$703.66 on twenty-two (22) appeals.

**FACTS:** Attached hereto is a listing of property owners who have requested that I appeal to the board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

**DISCUSSION:** G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such a tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

**CONCLUSION:** The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

Respectfully submitted,

CATHY B. ALLEN

TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## OCTOBER 2017 REFUND

## AD VALOREM TAX APPEALS

## MOTOR VEHICLE REFUND ADJUSTMENTS

NAME	ACTION	AMOUNT	REASON
BEASLEY, JOHN & NANCY	REFUND	\$ 9.48	VEHICLE SOLD
BOWMAN, DORIS HARGROVE	REFUND	\$ 94.06	SITUS ERROR
CARTER, LEE PRENTIS	REFUND	\$ 5.96	VEHICLE SOLD
COOMBS, BETTY FIELDS	REFUND	\$ 42.53	VEHICLE SOLD
DALZELL, BRENDAN LEO	REFUND	\$ 11.66	SITUS ERROR
EDWARDS, JOSEPH ALSTON	REFUND	\$ 85.02	VEHICLE SOLD
EDWARDS, MARJORIE BISHOP	REFUND	\$ 117.36	TAG SURRENDER
EDWARDS, PURNELL	REFUND	\$ 3.79	VEHICLE SOLD
HARRIS, MICHAEL EUGENE	REFUND	\$ 32.41	VEHICLE SOLD
LAZARUS, IMMANUEL MANOHAR	REFUND	\$ 8.53	VEHICLE SOLD
LINMAN, GARY DALE	REFUND	\$ 44.69	VEHICLE SOLD
MITCHELL, ELSIE MARIE	REFUND	\$ 12.13	VEHICLE TOTALLED
MOORE, PEGGY MITCHELL & AUSTIN	REFUND	\$ 38.06	VEHICLE SOLD
OUTLAND, ROBERT BOONE III	REFUND	\$ 85.69	VEHICLE SOLD
PEARCE, NICOLE ALLEN	REFUND	\$ 14.06	REGISTERED OUT OF STATE
PULLEY, LOFTON MADDREY	REFUND	\$ 14.41	VEHICLE SOLD
STEPHENSON, HENRY BARHAM	REFUND	\$ 10.98	VEHICLE SOLD
TAYLOR, ANTHONY EUGENE	REFUND	\$ 10.98	VEHICLE SOLD
VAUGHAN, FRED HOLDEN JR & ANGELA	REFUND	\$ 24.13	SITUS ERROR
VINCENT, DOUGLAS EARL	REFUND	\$ 4.02	VEHICLE SOLD
VINCENT, IMANI ARIANNE	REFUND	\$ 26.54	VEHICLE SOLD
ZACHAROPOULOS, THEMISTOKLIS	REFUND	\$ 7.17	SITUS ERROR
<b>TOTAL REFUND AMOUNT</b>		<b>\$ 703.66</b>	

Respectfully submitted,

CATHY B. ALLEN

TAX ADMINISTRATOR

CBA/epj

CC: Board of Commissioners (7)

County Manager (1)

Clerk to Board (6)



## 2) Appeal of Value (Mrs. Jamie East)

### PROPOSAL PAPER

**TO:** NORTHAMPTON COUNTY BOARD OF COMMISSIONERS  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Jamie L. East Appeal on Parcel 06-00045  
**DT:** October 27, 2017

---

**PURPOSE:** For the Board of Commissioners to hear Mrs. East's appeal on parcel 06-00045.

**FACTS:** Mrs. East has appealed the assessed value of \$36,350 on parcel 06-00045, known as THOMPSON LOT, with a physical address of 485 E Jackson St, per a letter dated October 23, 2017.

Pursuant to North Carolina General Statute Section 105-322 (g) (2) (a) states that an appeal must be made in writing to or by personal appearance before the board prior to its adjournment. The Board adjourned on May 15, 2017 for the receiving of value appeals. Therefore, the Easts failed to make a timely appeal.

Mrs. East is basing her appeal on changes made in 2016 and the value of the parcel adjacent to theirs. The Easts paid cash for this parcel; therefore, an appraisal was not required.

All of the percentage changes were based on page 119 of the Northampton County 2015 Schedules of Values adopted by the board in November, 2014.

Mr. Avery Davis, Northampton County Chief Appraiser made a personal visit to this property on January 26, 2016. At that date, he observed the house was being worked on and assumed that the house was in worse shape on January 1, 2016; therefore he adjusted the value of the parcel from \$43,877 to \$25,970. The Easts were informed of the change per a letter dated April 4, 2016. This letter had a typing error which stated that the percentage completion of the remodel was 100% when, in fact, it was 58% complete as of January 1, 2016 and was assessed at 58% complete. Mr. Davis revisited the parcel on December 9, 2016 and changed the percentage of completion of the remodel from 58% to 78% and assessed a storage building on the parcel. This changed the assessed value from \$25,970 to \$36,350. The change in value for 2017 was indicated on their 2017 listing abstract. The Easts informed the tax office that they did receive their abstract. Mr. Davis visited the parcel on October 3, 2017 to review the

percentage of completion and found no reason to change the percentage of completion from 78% for 2018.

The Easts purchased this parcel in November of 2015 for the price of \$25,000.

Per the Building Inspectors Office no building permit has been issued for the changes the Easts have made.

Listed below is a breakdown of the changes to the houses on parcels 06-00045 (485 E Jackson ST) and parcel 06-00166 (481 E Jackson St.)

YEAR	HOUSE VALUE LOCATED AT	HOUSE VALUE LOCATED AT
	481 E JACKSON ST	485 E JACKSON ST
2015	\$18,226	\$31,024
2016	\$18,226	\$12,817
2017	\$15,008	\$21,548
EST. VALUE FINISHED		<b>\$27,626</b>
EST. VALUE ADJUSTED	\$3,218	\$3,398

Listed below is a breakdown of the amount of taxes saved on the changes to the houses on parcels 06-00045 (485 E Jackson ST) and parcel 06-00166 (481 E Jackson St.)

YEAR	TAXES SAVED	TAXES SAVED
	481 E JACKSON ST	485 E JACKSON ST
2015		
2016	\$0.00	\$294.95
2017	\$52.14	\$153.51
<b>EST TAX SAVING</b>		<b>\$55.05</b>

#### DISCUSSION:

Pursuant to North Carolina General Statute Section 105-287, in a year in which a general reappraisal of real property in the county is not made (the effective date for the last general reappraisal for Northampton county is January 1, 2015), the Tax Assessor cannot decrease or increase the appraised value of real property based on the sale price. The Tax Assessor can change the value based on the Schedule of Values being misapplied or when there are physical changes which would not be considered maintenance to the property.

When the Easts complete the work to their house, the adjusted value on the house will be \$3,398 less than the value of the house in 2015. The house at 481 E JACKSON ST will be assessed \$3,218 less than its value in 2015.

The main difference in the value of the two houses is the year built. The house at 481 E JACKSON ST was built in 1920 and the East's house was built in 1954

**CONCLUSION:** The Easts have been treated fairly in the assessment of parcel 06-00045.

**RECOMMENDATION:** I, therefore recommend that the Board make no changes to the East's parcel 06-00045.

Cc: dp06-00045

**ACTION BY THE BOARD:**

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE & DATE \_\_\_\_\_

To Whom it may concern,

My name is Jamie East. I live at 485 E Jackson St. After speaking with my local tax officials, it has come to my attention that there was a mistake in the most recent appraisal of my home. Since it has passed the date to file an appeal, I would like to request a meeting before the county commissioners to resolve this issue. Thank you very much and I appreciate your time.

Sincerely  
Jamie East  
485 E Jackson St  
Rich Square, NC 27869  
(757) 576-3305





# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

April 4, 2016

EAST, JAMIE L  
PO BOX 81  
BARCO, NC 27917

Dear Taxpayer,

I am writing in reference to your parcel number 06-00045 of which EAST, JAMIE L owns 100%. This parcel is known as the THOMPSON LOT tract and has a physical address of 485 E JACKSON ST. The assessed value has changed from \$43,877 to \$25,970. This value represents 100% of the assessed value on this parcel. Your account number is 128226.

The value change on this parcel was due to the assessment of a(n) **REMODEL HOUSE** which was **100%** complete as of January 1, 2016.

If the percentage of completion is incorrect please fill in the blanks below and return this letter to this office within 15 days (April 19, 2016). I will make the necessary changes.

If you have any questions on the change in assessed value please call me at 252-534-1309 Ext. 161. I will be glad to review it with you.

Sincerely,

AVERY L. DAVIS  
Chief Tax Appraiser

Response of Property Owner

My **REMODEL HOUSE** was \_\_\_\_ % complete on January 1, 2016.

Signed: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

## INSPECTION REPORTS

On the following pages you will find inspection reports for new construction, additions and out buildings.

1. New construction for a house or commercial building and additions to houses or commercial buildings will use the same report.
2. Steps of construction that do not pertain to the subject improvement will be included up to the most recent step of construction as of that inspection.
3. The inspection reports will be used to determine the percentage of completion as of the date of inspection.
4. Each point represents 1% of completion.

## HOUSE/COMMERCIAL/ADDITIONS

STEPS OF CONST	INSPECTION REPORT ITEMS COMPLETE TO DATE	SEE NOTES	POINTS
1	FOOTINGS		2
2	FOUNDATION WALLS & PIERS		2
3	FLOOR FRAME (JOISTS) OR SLAB		3
4	SUBFLOOR		2
5	OUTSIDE STUDS & CEILING JOISTS		4
6	INSIDE STUDS & CEILING JOISTS		4
7	ROOF FRAMING		2
8	ROOF SHEATHING & FELT		3
9	PERMANENT ROOF (SHINGLES)		3
10	FIREPLACES & CHIMNEY	*	2
11	ROUGH-IN PLUMBING		5
12	ROUGH-IN WIRING		3
13	ROUGH-IN HEAT/COOLING (DUCTWORK)		2
14	OUTSIDE WINDOWS & DOORS		5
15	SIDING AND/OR BRICK VENEER		9
16	EXTERIOR TRIM (INCLUDING GUTTERS)		3
17	EXTERIOR PAINT (PRIME)		1
18	INSULATION (WALLS & CEILING)		2
19	INTERIOR WALLS & CEILINGS (SHEETROCK/PANEL	**	8
20	INTERIOR TRIM (WINDOWS & DOOR MOLDING)	**	5
21	KITCHEN CABINETS		3
22	INTERIOR DOORS	**	2
23	INTERIOR PAINT (PRIME)		1
24	BATHROOM TILE (FLOORS & WALLS)	**	3
25	PLUMBING COMPLETE (BATHS & KITCHEN)	**	3
26	INTERIOR PAINT COMPLETE (INC. WALLPAPER)	**	2
27	HARDWARE (DOORS, WINDOWS, CABINETS)	**	2
28	WIRING COMPLETE (INC. FIXTURES & TRIM)	**	2
29	EXTERIOR PAINT COMPLETE		2
30	HEATING/AIR CONDITION UNITS INSTALLED		5
31	FLOOR COVERING (CARPET, VINYL, WOOD)	**	3
32	SCREENS / STORM WINDOWS		2

% COMPLETED THIS ADVANCE  
TOTAL % COMPLETED TO DATE

## NOTES

- \* Check and confirm to see if the building is being assessed with these items  
\*\* How many rooms are finished, finish/not finish X points

2015

Tax Collections STCSBINQRI

=====

Tax Bill Inquiry

=====

Bill Nbr: 15A0600045		Bill Date: 08/31/15	Bill Status: C
Account: 24793 ELLIOTT, MYRNA PERRY			Bill Class: RR
Desc/Loc: 485 E JACKSON ST			Bill Type: R
Parcel ID: 06-00045			
Map/Blk/Lt: 5912.00-01-383	District: 06 RICH SQUARE	Tax Year(s): 15	
Real Value: 43,877			
Pers Value:	Principal:	0.00	
Exemptions: 25,000	Interest:	0.00	as of 11/08/17
Deferments: 0	Balance Due:	0.00	

Ln	Date:	Trans:	Amount:	Paid By:	Reference:
1	11/12/15	COUNTER	510.31-	JONES & CARTER PA	LLS*15*314*54
2					
3					
4					
5					

=====

Enter detail(/), date(D), receipt(Ln#), report(P), or return<CR>



## Tax Collections

2016

STCSBINQRI

## Tax Bill Inquiry

```

=====
Bill Nbr: 16A0600045      Bill Date: 08/17/16  Bill Status: C
Account: 128226      EAST, JAMIE L      Bill Class: RR
Desc/Loc: 485 E JACKSON ST      Bill Type: R
Parcel ID: 06-00045
Map/Blk/Lt: 5912.00-01-383      District: 06 RICH SQUARE      Tax Year(s): 16
Real Value: 25,970
Pers Value:
Exemptions: 0      Principal: 0.00
Deferments: 0      Interest: 0.00      as of 11/08/17
Balance Due: 0.00

```

```

Ln  Date:  Trans:      Amount:  Paid By:      Reference:
1  02/23/17  COUNTER      648.95-  EAST, JAMIE L      LLS*17*S4*32
2
3
4
5

```

```

=====
Enter detail(/), date(D), receipt(Ln#), report(P), or return<CR>

```

2017

Tax Collections STCSBINQRI  
=====

Tax Bill Inquiry  
=====

Bill Nbr: 17A0600045 Bill Date: 07/21/17 Bill Status: C  
Account: 128226 EAST, JAMIE L Bill Class: RR  
Desc/Loc: 485 E JACKSON ST Bill Type: R  
Parcel ID: 06-00045  
Map/Blk/Lt: 5912.00-01-383 District: 06 RICH SQUARE Tax Year(s): 17  
Real Value: 36,350  
Pers Value: Principal: 799.74  
Exemptions: 0 Interest: 0.00 as of 11/08/17  
Deferments: 0 Balance Due: 799.74

Ln Date: Trans: Amount: Paid By: Reference:  
1  
2  
3  
4  
5

=====

Enter detail(/), date(D), receipt(Ln#), report(P), or return<CR>

## Tax Collections

2016

STCSBINQRI

```

=====
                        Tax Bill Inquiry
=====
  Bill Nbr: 16A0600166      Bill Date: 08/17/16  Bill Status: C
   Account: 91811      MARTIN, DONALD PATRICK    Bill Class: RR
   Desc/Loc: 481 E JACKSON ST                    Bill Type: R
   Parcel ID: 06-00166
Map/Blk/Lt: 5912.00-01-281  District: 06 RICH SQUARE  Tax Year(s): 16
Real Value:      28,726
Pers Value:      0      Principal:      0.00
Exemptions:      0      Interest:      0.00  as of 11/08/17
Deferments:      0      Balance Due:      0.00

Ln  Date:  Trans:  Amount:  Paid By:  Reference:
1 09/08/16  COUNTER  676.22-  JONES & CARTER PA  SAX*16*253*2
2
3
4
5
=====
Enter detail(/), date(D), receipt(Ln#), report(P), or return<CR>

```

```
Tax Collections
=====
Tax Bill Inquiry
=====
Bill Nbr: 17A0600166      Bill Date: 07/21/17  Bill Status: C
Account: 128834  HUMMELL, KENNETH SCOTT ET UX HUMMELL, BR  Bill Class: RR
Desc/Loc: 481 E JACKSON ST      Bill Type: R
Parcel ID: 06-00166
Map/Blk/Lt: 5912.00-01-281  District: 06 RICH SQUARE  Tax Year(s): 17
Real Value:      25,508
Pers Value:      Principal:      624.08
Exemptions:      0      Interest:      0.00  as of 11/08/17
Deferments:      0      Balance Due:      624.08

Ln  Date:  Trans:      Amount:  Paid By:      Reference:
1
2
3
4
5
=====
Enter detail(/), date(D), receipt(Ln#), report(P), or return<CR>
```

**See Section I for Tax Exclusions/Exemptions**

NORTHAMPTON CO. ABSTRACT FOR PROPERTY LISTING AS OF: January 1, 2017

PAGE: 1

FILING NBR:0604834

NORTHAMPTON CO. ASSRACFT FOR PROPERTY LISTING AS OF: January 1, 2017										PAGE: 1		FILING NBR:0604834	
PARCEL	LOCATION ADDRESS	DESCRIPTION	ACRES/ LOT	PCT OWNED	DEAN DIST	FIRE DIST	SW CT	TOWN CODE	LAND & BLDG VALUE	DEFERRED VALUE	PARCEL TAX VALUE		
06-00045	485 E. JACKSON ST	THOMPSON LOT	0.85	100		F56	1	C56	\$36,350	\$0	\$36,350		
<p><b>A</b> LIST REAL PROPERTY THAT YOU HAVE BOUGHT OR SOLD BELOW</p> <p>PARCEL LOCATION ADDRESS OR DESC BOUGHT FROM ADDRESS SALES PRICE DATE OF SALE</p>													
<p><b>C</b> LIST REAL PROPERTY WITH IMPROVEMENTS SUCH AS BLDGS, OUTL DGS, PAVEMENT, OR MOBILE HOMES</p> <p>PARCEL LOCATION ADDRESS OR DESC MAP NUMBER TYPE BLDG OR OTHER IMPROVEMENT ESTIMATED TOTAL COST % COMPLETE JAN. 1, 2017</p>													
<p><b>D</b> LIST MOBILE HOME OWNED BY YOU WHICH IS NOT LISTED AS REAL PROPERTY OR IS LOCATED ON THE LAND OF OTHERS</p> <p>PARCEL LAND OWNER NAME LOCATION ADDRESS/ST. NBR YEAR MAKE MODEL SIZE YEAR PURCHASED TOTAL COST TAX VALUE</p>													
<p><b>E</b> LIST ALL BOATS, MOTORS, JET SKIS OTHER PERSONAL WATERCRAFT/VESSELS IN THIS SECTION REGISTERED OR UNREGISTERED WITH NC WILDLIFE COMMISSION. ALSO LIST UNREGISTERED (UNLICENSED) MOTOR VEHICLES INCLUDING CARS, TRUCKS, TRAILERS, CAMPER, ETC. OWNED BY YOU AND NOT CURRENTLY LICENSED BY THE NC DIVISION OF MOTOR VEHICLES AND AIRCRAFT IN THIS SECTION. NOTE: ALL MOTOR VEHICLES WITH MULTI-YEAR TAGS ALSO SHOULD BE LISTED IN THIS SECTION.</p> <p>CODE YEAR MAKE MODEL VEHICLE ID NUMBER LENGTH/HORSEPOWER YEAR PURCHASED PURCHASED PRICE TAX VALUE</p>													
<p><b>F</b> I OWN INCOME PRODUCING HOUSEHOLD PERSONAL PROPERTY WHICH IS LOCATED ON MY PARCEL</p> <p>ACCOUNT NUMBER YES OR NO (CIRCLE ONE) YES OR NO (CIRCLE ONE) YES OR NO (CIRCLE ONE)</p> <p><b>G</b> I OWN BUSINESS PERSONAL PROPERTY WHICH IS ASSOCIATED WITH MY PARCEL</p> <p>ACCOUNT NUMBER YES OR NO (CIRCLE ONE) YES OR NO (CIRCLE ONE) YES OR NO (CIRCLE ONE)</p> <p><b>H</b> I OWN FARM MACHINERY WHICH IS ASSOCIATED WITH MY PARCEL</p> <p>ACCOUNT NUMBER YES OR NO (CIRCLE ONE) YES OR NO (CIRCLE ONE) YES OR NO (CIRCLE ONE)</p> <p><b>I</b> I AM 65 YEARS OR OLDER, OR PERMANENTLY DISABLED, OR A SPECIAL PERSONAL PROPERTY TAX EXEMPTION HAS, OR WILL, BE MAILED TO YOU IF YOU ANSWERED YES TO QUESTION F, G, H, OR I</p> <p><b>J</b> PLEASE SUPPLY THE REQUESTED INFORMATION CONCERNING EMPLOYER DATE OF BIRTH HOME PHONE OFFICE PHONE</p> <p>SPOUSE'S EMPLOYER DATE OF BIRTH HOME PHONE OFFICE PHONE</p>													
<p><b>K</b> AFFIRMATION OF PROPERTY OWNER REF. GS 105-310311. Under the penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief this listing, including any accompanying statements, inventories, schedules and other information is true and complete. If this affirmation is signed by one other than the taxpayer, he/she affirms that he/she is familiar with the extent and true value of all the taxpayer's property subject to taxation in this county and that his/her affirmation is based on information of which he/she has knowledge.</p> <p>RICH SQUARE 128226 EAST, JAMIE L. /</p> <p>TOWNSHIP ACCOUNT SIGNATURE OF OWNER OR AGENT DATE</p>													
TOTAL TAX VAL										34,350			
TOTAL TAX VAL										34,350			
TOTAL TAX VAL										34,350			



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-4461 or (252) 534-3431

Fax (252) 534-1406 Email: cathy.allen1@nhcnc.net

Cathy B. Allen, Tax Administrator/Collector

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November 13, 2017

EAST, JAMIE L  
485 E JACKSON STREET  
RICH SQUARE, NC 27869

Dear Taxpayer:

The Northampton County Board of Commissioners will meet in Regular Session on Monday, December 4, 2017, at 10:00 a.m. in the Commissioner's Meeting Room located at 100 West Jefferson in Jackson, North Carolina. The time of your hearing will be based on their agenda.

The reason for your appeal is **appeal of the value** on parcel number(s): **06-00045**

Please provide (7) seven copies of all supporting documents you would like the Commissioners to consider in your appeal.

If you cannot attend this hearing, your appeal will be presented to the board on this day with the information previously submitted and a decision will be made based on this information.

Sincerely,

A handwritten signature in cursive script that reads "Cathy B. Allen".

Cathy B. Allen  
Tax Administrator

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:** 12-04-17

**Agenda Tab Number:** 7

**Agenda Time:** 10:30

**Presenter and/or Subject Matter:**

Ms. Kimberly Turner, County Manager
1) Building Inspection Service Contract
2) Management Matters

Komita Hendricks  
Clerk to the Board

## ***1 Building Inspection Service Contract***

### **STATE OF NORTH CAROLINA COUNTY OF NORTHAMPTON**

### **SERVICE AGREEMENT**

THIS AGREEMENT, executed and entered into as of 1 December 2017, by and between the County of Northampton, State of North Carolina, a body politic and corporate, hereinafter called "the County", as party of the first part; and the City of Weldon, State of North Carolina, a body politic and corporate, of Post Office Box 551, Weldon, Halifax County, North Carolina, hereinafter called "the City", as party of the second part;

### **WITNESSETH:**

WHEREAS, Northampton County has no full or part-time employee with the necessary certification from the State of North Carolina required to perform inspection services of all trades for Northampton County, and;

WHEREAS, Richard Cecil Brown, employee of the City is licensed by the State of North Carolina as a Level III inspector certified for inspection of all trades, including building, electrical, plumbing, mechanical and fire inspections, and;

WHEREAS, the County and the City reached a verbal agreement for Richard Cecil Brown to perform the above described services as an independent contractor for the County on a temporary, part-time basis and both parties desire that the terms of said verbal agreement be set forth in the form of a written service agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### **SECTION 1. EMPLOYMENT AND DUTIES:**

The County agrees to confer upon said independent contractor the duties for inspections of all trades, including building, electrical, plumbing, mechanical and fire inspections for Northampton County.

#### **SECTION 2. TERM:**

This agreement shall continue in full force until terminated by either party as set forth in Section 5 of this Agreement.

#### **SECTION 3. SALARY:**

County agrees to pay to the City for the services of said independent contractor the sum of \$50 per hour, plus \$.55 per mile in travel or in mileage allowance to and from his Weldon, North Carolina home to the various inspection sites within Northampton County or to the building inspections office located in Jackson, North Carolina. Said salary and reimbursable travel to be payable upon receipt of invoice submitted to the County from the City. Independent Contractor is to receive no fringe benefits whatsoever and is not to be covered by any County insurance policy or workman's compensation and is not to operate any County motor vehicle.

#### **SECTION 4. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

During the continuation of this agreement, City and Independent Contractor agrees to be responsible for and keep current all State of North Carolina inspection certification requirements necessary to fulfill the duties herein set forth. Independent Contractor also agrees that he will at all times perform his duties under the supervision and direction of William Flynn, Northampton County Code Enforcement Department Head.

#### **SECTION 5. TERMINATION:**

Each party hereto shall have the right to terminate this agreement at any time upon thirty (30) days of written notice of intention to do so.



SECTION 6. INDEMNIFICATION:

City agrees to indemnify, protect and save Northampton County harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorney fees, arising out of, connected with or resulting directly or indirectly out of the services rendered by said Richard Cecil Brown pursuant to the terms of this Agreement or in any way connected with the rendering of said services. This indemnification arising under this paragraph shall survive the Agreement's termination.

IN WITNESS WHEREOF, the County of Northampton has caused this Agreement to be signed and executed in its behalf by its County Manager, and duly attested by its County Clerk and the City of Weldon has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its Mayor, both in duplicate, the day and year first above written.

\_\_\_\_\_  
 Kimberly L. Turner  
 Northampton County Manager

ATTEST:

\_\_\_\_\_  
 Komita Hendricks, Clerk to the Board  
 Northampton County

APPROVED AS TO FORM:

\_\_\_\_\_  
 A. Scott McKellar, Northampton County Attorney

\_\_\_\_\_  
 Mitchell Robertson, City Administrator  
 City of Weldon

ATTEST:

\_\_\_\_\_  
 Julia M. Meacham, Mayor  
 City of Weldon

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

\_\_\_\_\_  
 Leslie H. Edwards, Northampton County Finance Officer

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**           12-04-17

**Agenda Tab Number:**   8

**Agenda Time:**           10:35

**Presenter and/or Subject Matter:**

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Approval of 2018 Commissioners' Meeting Calendar

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Komita Hendricks  
Clerk to the Board

## 8 Approval of 2018 Commissioners' Meeting Calendar

The Northampton County Board of Commissioners will hold its regularly scheduled meetings on the following dates and times *(unless otherwise posted)* in the Commissioners' Meeting Room located at 100 West Jefferson Street Jackson, North Carolina.

<u>DATE</u>	<u>TIME</u>
January 2, 2018 (Tuesday)	10:00 a.m.
January 16, 2018 (Tuesday)	6:00 p.m.
February 5, 2018	10:00 a.m.
February 19, 2018	6:00 p.m.
March 5, 2018	10:00 a.m.
March 19, 2018	6:00 p.m.
April 2, 2018	10:00 a.m.
April 16, 2018	6:00 p.m.
May 7, 2018	10:00 a.m.
May 21, 2018	6:00 p.m.
June 4, 2018	10:00 a.m.
June 18, 2018	6:00 p.m.
July 2, 2018	10:00 a.m.
July 16, 2018	6:00 p.m.
August 6, 2018	10:00 a.m.
August 20, 2018	6:00 p.m.
September 4, 2018 (Tuesday)	10:00 a.m.
September 17, 2018	6:00 p.m.
October 1, 2018	10:00 a.m.
October 15, 2018	6:00 p.m.
November 5, 2018	10:00 a.m.
November 19, 2018	6:00 p.m.
December 3, 2018	10:00 a.m.
<b>No Third Monday Meeting</b>	

Komita Hendricks, Clerk to the Board

### COUNTY OBSERVED HOLIDAYS

Jan. 1, 2018	New Year's Day	Sept. 3, 2018	Labor Day
Jan. 15, 2018	Martin Luther King's Birthday	Nov. 9, 2018	Veterans' Day
March 30, 2018	Good Friday	Nov. 22 & 23, 2018	Thanksgiving
May 28, 2018	Memorial Day	Dec. 24, 25 & 26, 2018	Christmas Holiday
July 4, 2018	Independence Day		

"Calendar for Commissioner Meetings for 2018"

*9 Election of Chair and Vice Chair for Board of Commissioners*

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:** 12-04-17

**Agenda Tab Number:** 9

**Agenda Time:** 10:45

**Presenter and/or Subject Matter:**

Mr. Scott McKellar, County Attorney
Election of Chair and Vice Chair for Board of Commissioners

Komita Hendricks  
Clerk to the Board

*10 Appointment of County Attorney*

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:** 12-04-17

**Agenda Tab Number:** 10

**Agenda Time:** 10:55

**Presenter and/or Subject Matter:**

Chairperson of Board of Commissioners
1) Appointment of County Attorney
2) Appointment of Clerk to the Board

Komita Hendricks  
Clerk to the Board

**NORTHAMPTON COUNTY**  
**BOARD OF COMMISSIONERS**

**Meeting Date:**            12-04-17

**Agenda Tab Number:**   11

**Agenda Time:**            11:10

**Presenter and/or Subject Matter:**

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Citizens/Board Comments

Komita Hendricks  
Clerk to the Board