

**NORTHAMPTON COUNTY
REGULAR SESSION
July 7, 2014**

Be It Remembered that the Board of Commissioners of Northampton County met on July 7, 2014 with the following present: Robert Carter, Fannie Greene, Virginia Spruill, Joseph Barrett, and Chester Deloatch

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

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. There was an addition for the approval of the Closed Session Minutes for June 16, 2014 to be inserted between Tabs 1 and 2.

Chairman Carter asked if there was further input for the agenda.

Commissioner Barrett asked if the closed session had to do with personnel matters. Kimberly Turner, Interim County Manager, mentioned that the closed session would be the review of County Manager applications.

Chairman Carter mentioned an issue concerning receipts and disbursements for emergency services that were brought up at the last closed session. He referenced Ms. Turner and wanted to clarify that she had some information on that, or still working on some information. He asked if she could clear up for the Board what has taken place.

Ms. Turner stated that she had not spoken with the new County Attorney yet concerning this issue, but she had some information prior to Mr. Vaughan bringing it up. She has also gotten some follow up information in the past week that she shared with the Board.

Commissioner Deloatch asked if it was legal for a for-profit emergency service to collect money on the side of the road. He was referring to Eastside EMS. Ms. Turner notified him that they were a non-profit organization. Mr. McKellar said that they are allowed to do that. Ms. Turner noted that this is how they get some of their revenue—by fundraising.

Chairman Carter asked in regard to the EMS billing conflict, if the Board had any further questions or comments for Ms. Turner or Mr. McKellar.

Commissioner Spruill wanted to clarify that the only reason that they are talking about this is because there appears to be a conflict of interest. Ms. Turner mentioned that was correct. Commissioner Spruill then asked if the only way to resolve the conflict is to take the recommendation that was offered. Ms. Turner felt that the only way to alleviate any possible conflict is to have Eastside EMS bill outside of the County.

Commissioner Spruill mentioned that we would lose Medicaid funding if we did that. Ms. Turner confirmed this fact. She mentioned that we get our Medicaid reimbursement from all calls including volunteer calls as well. Commissioner Spruill wanted to know where that money

would come from to cover expenses if we lost the reimbursements. Ms. Turner mentioned that if we can't report the calls, then we would not get the Medicaid reimbursements from the calls.

Commissioner Barrett stated that he was a little confused. He said that Conway/Severn is doing independent billing for their runs and they get what they are supposed to receive from that billing. He asked if the County were to assume that transaction, instead of the rescue squad would the County retain a percentage of that billing? Ms. Turner replied no. Conway/Severn would still get what they were supposed to get for that call, however, the County will get the Medicaid/Medicare reimbursement.

Commissioner Spruill asked if it remains as it is, would it enforce the tracking system of monies. Ms. Turner said we would be able to tell where the money is going. Commissioner Spruill then asked what scenario would have to happen for it to become something questionable. Ms. Turner mentioned that it would be questionable if someone else, or the County ran a call and we gave it to Eastside EMS when it was not supposed to go to them.

Commissioner Spruill wanted to know if we had things in place now to make sure that this type of issue doesn't occur. Ms. Turner replied that they have a report when they take a call. They have to create documentation that is provided to the EMS. That's how the calls are divvied out. It is always logged into our communications center as well. They divvy out who gets what call in their jurisdiction. Whoever they page out, there is always a tracking method throughout the communications center.

Vice-Chairwoman Greene mentioned that there is also the issue of two squads going to an incident. Ms. Turner noted that it's determined by the type of care, as to who takes a patient to the hospital. The squad that takes the patient to the hospital is the only one that gets paid.

Commissioner Spruill wanted to know if we've had any issues up to this point. Turner said no we haven't.

Chairman Carter asked if we allowed Eastside EMS to do direct billing the way Severn/Conway or Gaston does it, would that alleviate any possible conflict of interest. Ms. Turner said it could, however, the EMS director is working on trying to get an ordinance in place where we would require all of them to bill through the County so that we can get that Medicaid reimbursement. If that is the direction the Board doesn't want to go in, Ms. Turner asked that they let her know.

Commissioner Barrett mentioned that he would understand the loss, but we need to be careful about County Government mandating and putting restrictions on a contract for a non-profit. The plus side is the County will make more money, but there is a downside as well.

Commissioner Barrett felt that before the Board makes a decision, the Volunteer Squads need to be invited in on the dialogue. Chairman Carter mentioned that because there is an ordinance in development, he feels that the Board should wait until the ordinance has been written up and brought before them.

Ms. Turner mentioned that before the ordinance is brought before the Board, it has to go to the EMS/Rescue Squad Association first.

Regular Session:

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments.

Vice-Chairwoman Greene delivered the Invocation and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for June 16, 2014:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for June 16, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for June 16, 2014:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session Minutes for June 16, 2014. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for July 7, 2014:

A motion was made by Joseph Barrett and seconded by Fannie Greene to approve the agenda for July 7, 2014 with amended changes. **Question Called: All present voting yes. Motion carried.**

Water Contracts:

Acting Health Director John White appeared before the Board to request approval for Water contracts. The purpose is for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

Chairman Carter asked if Mt. Zion Baptist church had to pay the fee when they have their water checked. Mr. White said they have in the past. He mentioned that it was up to the Board if they wanted to waive that fee.

Commissioner Spruill mentioned that there are other churches who request their water be tested. Mr. White says they can request it, but because of the size of Mt. Zion Baptist church, and because they have a well, under state law they have to get a regular water test just like the County. Mt. Zion has a history of having some problems with their water system. They have to chlorinate the well, and have retests done a couple of times a year.

A motion was made by Joseph Barrett and seconded by Fannie Greene that the Board of Commissioners approve the proposed contracts for water samples. **Question Called: All present voting yes. Motion carried.**

Mr. White also wanted to comment on the meals on wheels programs that was brought up in the last regular session. He has contacted Mr. Drumgoogle, the coordinator of Lake Gaston Community Center, who is interested in making the facility available for dropping off the meals. Mr. White has also been in contact with the nursing home that prepares the meals. He says they

can handle making the extra meals. Mr. White is hopeful that in a couple of weeks they will be able to start serving the citizens of that area.

Commissioner Spruill asked Mr. White if they will be able to expend all the grant money. Mr. White believes that they will. Commissioner Spruill clarified that she was referring to the money from the closing fiscal year. Mr. White responded that there was some extra money that was spent and now there is about ten percent left in July. Commissioner Spruill asked if the current percentage is better than last year. Mr. White confirmed that it is.

Vice-Chairwoman Greene wanted to thank Mr. White on the work he has done. She mentioned that she has a couple of volunteers in mind that he may be able to work with. Mr. White mentioned that he needs five or six reliable volunteers, and he will be in touch with Mrs. Greene.

**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
DATE: July 7, 2014
RE: Water Contracts

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval for Water contracts.

FACTS:

-
1. Northampton County Health Department contracts for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.
 2. Contracts are mailed for renewals each fiscal year.
 3. The fee is \$25.00 for each regular sample.
 4. The original contract was sent to Michelle Nelson, Clerk to the Board, on June 4, 2014 for the contract process.

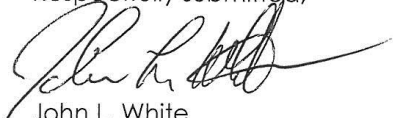
DISCUSSION:

Northampton County Health Department contracts with various systems for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act. System owners agree to be responsible for the proper collection and submission of water samples to the health department laboratory each testing interval. System owners include: Northampton County Water System, Town of Conway, Town of Jackson, Town of Seaboard, Town of Severn, Town of Woodland, Mt. Zion Baptist Church, and Baltz, Inc. The number of samples drawn each year is mandated by the State according to the system. The fee is \$25.00 for each regular sample. Contracts are mailed for renewals each fiscal year. The original contracts (various systems) were sent to Michelle Nelson, Clerk to the Board, on June 4, 2014 for the contract process and was approved by County Attorney, Mr. Charles Vaughan.

RECOMMENDATIONS:

Recommend that the Northampton County Board of Commissioners approve the proposed contracts for water samples.

Respectfully submitted,



John L. White
Acting Health Director

COORDINATION:

Interim County Manager:

Concur Kimberly R. Dunn
Concur with Comment _____
Non-concur _____

Finance Director :

Concur Dot Visk 6-23-14
Concur with Comment _____
Non-concur _____

| CONTRACT/VENDOR | | | |
|--|--|--|--|
| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | Northampton County, Towns of Conway, Jackson, Seaboard, Severn, Woodland, Mt. Zion Baptist Church, Baltz, Inc. | |
| VENDOR # _____ | | Address _____ Contact _____ | |
| CONTRACT # _____ | | Amount \$ _____ | |
| Original Contract sent to Contract Administrator Date: <u>5/29/2014</u> | | | |
| Originating Department/Individual: John L. White, Acting H.D. Item or Service: water samples | | | |
| Department Involved: Health Department | | Type of Contract: Request for Services Agreement | |
| Line Item Budgeted: 113450-451100 | | Period of Coverage: 07/01/2014 - 06/30/2015 | |
| GRANTS | | | |
| Board approval for Application | | Approved _____ Set _____ Verified _____ | |
| Board approval for Acceptance | | Approved _____ Set _____ Verified _____ | |
| COUNTY ATTORNEY | | Date Received: <u>2 June</u> Date Approved: <u>11 June 2014</u> | |
| Approved as to Form: <u>✓</u> | | Approved as to Legal Sufficiency: <u>YKS</u> | |
| Revisions Necessary? <u>NO</u> | | Board Action Necessary? <u>YKS</u> | |
| FINANCE | | Date Received: <u>6-11-14</u> Date Audited: <u>6-12-14</u> | |
| Non encumbered contract Yes <u>✓</u> No _____ | | | |
| ASSISTANT COUNTY MANAGER | | Date Received _____ Date Approved: _____ | |
| COUNTY MANAGER | | Date Received <u>11 June 14</u> Date Approved: <u>11 June 14</u> | |
| BOARD OF COMMISSIONERS | | CLERK TO THE BOARD | |
| Date approved by Board _____ | | Date Received _____ Date Attested: _____ | |
| CONTRACT ADMINISTRATOR | | | |
| Attorney _____ Finance _____ | | Asst Cty Mgr _____ Cty Mgr _____ Clerk _____ | |
| Outside Agency Signatures: _____ | | Date Sent : _____ Date received: _____ | |
| Copies Delivered to Appropriate Departments: _____ | | ORIGINATING _____ FINANCE _____ | |
| Original to Outside Agency: (Departments to deliver) _____ | | Date: _____ | |
| File County Original / Add to Database: _____ | | Date: _____ | |
| NOTES: <div style="text-align: center;">Annual renewal of water contracts.</div> _____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal _____ copies sent to originating departments with note to forward to vendor | | | |
| PROBLEMS: | | | |
| Corrective Action: | | | |
| Date: _____ | | Initial: _____ | |

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

=====

This system agrees to use the Northampton County Health Department Laboratory for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

=====

Please fill in all blank spaces (or make corrections):

| | |
|--|--|
| Name and address of system owner | <u>Northampton County Water System</u> |
| System ID No. <u>04-66-110, 113, 045</u> | <u>PO Box 68</u> |
| <u>108, 001, 002</u> | <u>Jackson, NC 27845</u> |

| | |
|---|-----------------------|
| Name, address, and phone no. to send sampling kit | <u>Chris Wheeler</u> |
| | <u>Phone 534-6341</u> |

| | |
|-----------------------------|--------------|
| Alternate contact and phone | <u>Phone</u> |
|-----------------------------|--------------|

Please mark appropriate responses:

| | | | | |
|------------------|-----------|--------------|-------------|---------------------|
| Is water treated | <u>NO</u> | <u>X</u> YES | <u>Mail</u> | <u>Hand-Deliver</u> |
| | | TREATMENT | Chlorine | |

=====

Enclose check in the amount of \$ 4,800.00 payment for 192 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

| | | |
|--------------------------------------|---------------------------------------|------------|
| Signature of authorized agent for | _____ | Date _____ |
| Northampton County Health Department | John L. White, Acting Health Director | |

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THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Dorothy E. White
Finance Officer

PWS-02
12/02 ptv

| | |
|-----------------------|-------|
| _____ | _____ |
| Acting County Manager | Date |

| | |
|-------------------------------|-------|
| _____ | _____ |
| Chair, | Date |
| County Board of Commissioners | |

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

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This system agrees to use the Northampton County Health Department Laboratory for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

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Please fill in all blank spaces (or make corrections):

Name and address of system owner _____ Town of Conway
System ID No. 04-66-025 _____ PO Box 365
_____ Conway, NC 27820

Name, address, and phone no. _____ Nancy W. Jenkins
to send sampling kit _____
_____ Phone 585-0488

Alternate contact and phone _____ Phone _____

Please mark appropriate responses:

Is water treated _____ NO _____ YES _____ Mail _____ Hand-Deliver
TREATMENT _____

=====

Enclose check in the amount of \$ 300.00 payment for 12 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health Department John L. White, Acting Health Director

=====

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Dorothy E. Mil
Finance Officer

PWS-02
12/02 pty

Acting County Manager Date

Chair, Date
County Board of Commissioners

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

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This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

=====

Please fill in all blank spaces (or make corrections):

Name and address of system owner _____ Town of Jackson
System ID No. 04-66-010 _____ PO Box 614
_____ Jackson, NC 27845

Name, address, and phone no. _____ John Young
to send sampling kit _____ same as above
_____ Phone 534-3811

Alternate contact and phone _____ Earlie Boone _____ Phone 578-6753

Please mark appropriate responses:

_____ Mail _____ Hand-Deliver
Is water treated _____ NO ☒ YES TREATMENT Chlorine & Phosphate

=====

Enclose check in the amount of \$ 300.00 payment for 12 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health Department John L. White, Acting Health Director

=====

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Dorothy E. White
Finance Officer

PWS-02
12/02 ptv

Acting County Manager Date

Chair, Date
County Board of Commissioners

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

=====

This system agrees to use the Northampton County Health Department Laboratory for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

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Please fill in all blank spaces (or make corrections):

Name and address of system owner Town of Seaboard
System ID No. 04-66-035 P.O. Box 327
Seaboard, NC 27876

Name, address, and phone no. Joey Barnes
to send sampling kit _____
_____ Phone 589-4421

Alternate contact and phone _____ Phone _____

Please mark appropriate responses:

Is water treated _____ NO _____ YES _____ Mail _____ Hand-Deliver _____
TREATMENT _____

=====

Enclose check in the amount of \$ 300.00 payment for 12 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health Department John L. White, Acting Health Director

=====

**THIS INSTRUMENT HAS BEEN PRE-
AUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**

Donna E. White
Financial Officer

PWS-02
12/02 ptv

Acting County Manager Date

Chair, Date
County Board of Commissioners

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

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Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

=====

Please fill in all blank spaces (or make corrections):

Name and address of system owner _____ Town of Severn
System ID No. 04-66-015 _____ PO Box 401
_____ Severn, NC 27877

Name, address, and phone no. _____ M. E. Lassiter
to send sampling kit _____
_____ Phone 585-0411

Alternate contact and phone _____ Phone _____

Please mark appropriate responses:

Is water treated _____ NO _____ YES TREATMENT _____

=====

Enclose check in the amount of \$ 300.00 payment for 12 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health Department John L. White, Acting Health Director

=====

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Dorothy E. White
Finance Officer

PWS-02
12/02 pty

Acting County Manager Date

Chair, Date
County Board of Commissioners

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

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This system agrees to use the Northampton County Health Department Laboratory for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

=====

Please fill in all blank spaces (or make corrections):

Name and address of system owner Town of Woodland
System ID No. 04-66-040 PO Box 297
Woodland, NC 27897

Name, address, and phone no. Robert Collier
to send sampling kit _____
_____ Phone 209-1759

Alternate contact and phone _____ Phone _____

Please mark appropriate responses:

Is water treated NO X YES _____ Mail _____ Hand-Deliver
TREATMENT Sodium Hypochlorite

=====

Enclose check in the amount of \$ 600.00 payment for 24 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health Department John L. White, Acting Health Director

=====

THIS INSTRUMENT HAS BEEN PRE-
AUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT

Dorothy E. Hill
Finance Officer

PWS-02
12/02 pty

Acting County Manager Date

Chair, Date
County Board of Commissioners

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

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This system agrees to use the Northampton County Health Department Laboratory for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

=====

Please fill in all blank spaces (or make corrections):

Name and address of system owner Mt. Zion Baptist Church
System ID No. 04-66-432 4748 NC HWY 186
Margarettesville, NC 27853

Name, address, and phone no. William M. Grant
to send sampling kit 4748 NC HWY 186
Margarettesville, NC 27853 Phone 589-7541

Alternate contact and phone _____ Phone _____

Please mark appropriate responses:

Is water treated NO YES TREATMENT Mail _____ Hand-Deliver _____

=====

Enclose check in the amount of \$ 100.00 payment for 4 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health Department John L. White, Acting Health Director

=====

**THIS INSTRUMENT HAS BEEN PRE-
AUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**

Dorothy E. White
Finance Officer

PWS-02
12/02 pty

Acting County Manager Date

Chair, Date
County Board of Commissioners

**REQUEST FOR SERVICES AGREEMENT - FY 2014 – 2015
PUBLIC WATER SUPPLY SYSTEM**

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This system agrees to use the Northampton County Health Department Laboratory for the analysis of drinking water for coliform bacteria as mandated by the NC Safe Drinking Water Act.

This system further agrees to be responsible for the proper collection and submission of water samples to the laboratory each testing interval. System agrees to notify the laboratory if the sample cannot be submitted during the period. The system understands that the laboratory is not responsible for reminding systems to submit a water sample for analysis.

Should the system wish to cancel this agreement, the system must notify the laboratory by letter. A refund will be made for any unused portion of the agreement.

The fee is \$25.00 for each regular sample. The system will be billed an additional \$25.00 for any additional sample tested.

Signature of authorized agent for water system _____ Date _____

=====

Please fill in all blank spaces (or make corrections):

Name and address of system owner Baltz, Inc.
System ID No. 04-66-450 PO Box 55
Henrico, NC 27842

Name, address, and phone no. Sarah Baltz
to send sampling kit _____
_____ Phone 537-2526

Alternate contact and phone _____ Phone _____

Please mark appropriate responses:

Is water treated NO YES Mail Hand-Deliver
TREATMENT

=====

Enclose check in the amount of \$ 25.00 payment for 1 scheduled samples payable to Northampton County Health Department. Return payment along with one signed copy of this agreement before July 15, 2014.

Signature of authorized agent for _____ Date _____
Northampton County Health John L. White, Acting Health Director

=====

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT

BUDGET AND FISCAL CONTROL ACT

Dorothy E. Voth
Financial Officer

PWS-02
12/02 pty

Acting County Manager Date

Chair, Date
County Board of Commissioners

Purple Heart Proclamation:

Mr. Joseph Seabolt, Veterans Service Officer, appeared before the Board to present a proclamation to proclaim Northampton County a "Purple Heart County". Mr. Seabolt brought Mr. Lenny Lazzara, the Commander of Chapter 639, and Mr. G. Kevin Hynes the Adjutant of Chapter 639, from the Military Order of the Purple Heart.

The goal is to proclaim 100 Counties in North Carolina as a "Purple Heart County". At the time of the meeting, there were 85 Counties that have participated.

A motion was made by Fannie Greene and seconded by Joseph Barrett to approve the proclamation naming Northampton County a "Purple Heart County". **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED PROCLAMATION WHICH IS
HEREBY MADE A PART OF THESE MINUTES:**

Northampton County

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

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

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

PROCLAMATION PROCLAIMING NORTHAMPTON COUNTY A "PURPLE HEART COUNTY"

WHEREAS, the Purple Heart is the oldest decoration in present use and was initially created as the Badge of Military merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier, and is specially awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the mission of The Military Order of the Purple Heart, Chartered by an act of Congress, is to foster an environment of goodwill among the combat-wounded veteran members and their families; to promote patriotism; to support related legislative initiatives; and, most importantly, to make sure we never forget the sacrifices made; and

WHEREAS, Northampton County residents have been engaged in every war against a declared enemy fought by the United States, including the war for the nation's independence; and

WHEREAS, Northampton County is home to many veterans, active duty service men and women and a burial place for those who made the ultimate sacrifice in giving their lives in the cause of freedom; and

WHEREAS, Northampton County has a number of residents who have been awarded the Purple Heart medal for wounds received in combat; and

WHEREAS, Northampton County recognizes the commitment and increasing sacrifices required of military families; and

WHEREAS, Northampton County pledges its ongoing commitment and support for the men and women who so honorably serve our nation.

NOW THEREFORE BE IT PROCLAIMED, that the Northampton County Board of Commissioners declares Northampton County to be a "*Purple Heart County*" in the State of North Carolina.

Approved, this ____ day of July, 2014.

Robert V. Carter, Chair
Northampton County
Board of Commissioners

Michelle Nelson
Clerk to the Board
Northampton County

Water Bulk Rate Increase for the Town of Jackson, Water Bulk Rate Increase for Warren County, and Preventative Maintenance Agreement for Heating and Cooling Systems:

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval for a water bulk rate increase with the Town of Jackson.

The current bulk rate is \$3.75 per 1,000 gallons of water purchased. The rate was set to match what the town charges their customers. There was an increase last budget season, and another increase coming up this current fiscal year, which would bring the rate up to \$4.25 per 1,000 gallons of water purchased. Mr. Morris wanted to note that Jackson's purchase of water is usually for emergency situations only. They have their own water supply, but if there is an issue with the well—the Town of Jackson only has one—they would usually look to the County to purchase some water.

Chairman Carter called for Board questions.

Commissioner Barrett wanted to know if the charges for bulk rate for all towns are the same. Mr. Morris said no and replied that maybe no other town has come to the Public Works Department to request it. He says to his knowledge, that in the Town of Jackson this has always taken place. He thinks the Town of Conway has multiple wells and are hooked on for emergency situations.

Commissioner Barrett wanted to know if the Town of Conway has a contract in place. Mr. Morris believes there is a purchase contract that the County had, and he has offered to look it up, but as far as the town purchasing water from the County, he is not sure.

Vice-Chairwoman Greene asked if this was only in emergency situations. Mr. Morris confirmed this fact. He said for instance, the Town of Jackson had an issue with their well some months ago. The well went down and they contacted Public Works to open the valve to get water supply to the town. It was about three or four days until the well was repaired. He mentioned that most towns have multiple sources of water, where the Town of Jackson only has one.

Vice-Chairwoman Greene was thinking for instance about a town like Garysburg, who is not on the water system. She felt they wouldn't have a need for purchasing water. Mr. Morris mentioned that Garysburg is run by Northampton County, so they are part of our water system.

Vice-Chairwoman Greene also thought the other towns were a part of our water system as well. Mr. Morris replied that Lasker is run by the County. Severn, Seaboard, Conway, Rich Square, and Woodland all have their own water system. Gaston is run by Roanoke Rapids Sanitary District.

A motion was made by Fannie Greene and seconded by Joseph Barrett to approve the bulk rate for the Town of Jackson to be set at \$4.25 per 1,000 gallons purchased to become effective for any water usage after July 1, 2014. **Question Called: All present voting yes. Motion carried.**

Mr. Morris also appeared before the Board to obtain approval for a water rate increase in accordance to a water purchase contract with Warren County.

Mr. Morris noted that he came before the Board on June 2nd for an increase. After reviewing the contract, he found that it had not gone up. They had not approved an increase for several years, and got it up to what it is currently. Roanoke Rapids Sanitary District, for the upcoming year, has gone up on the rates again at a three percent rate increase. In accordance with the contract, Public Works is looking to pass the increase along to Warren County.

The current rate that would've become effective July 1st was \$3.12. There will be a six cent increase which brings the rate up to \$3.18 per thousand gallons.

Commissioner Deloatch wanted to know why this rate is cheaper than Jackson's. Mr. Morris replied that they have a water purchase contract, where they have to buy water from the County.

Commissioner Spruill asked if the approval was made in June. She wanted to know if this would violate any increase on top of the first contract.

Attorney McKellar did not believe that it would. Mr. Morris replied that in the contract it stated that the bulk rate was effective July 1, 2003, and the bulk rate would be adjusted July 1st of each year, based on the rate to Northampton County from the Roanoke Rapids Sanitary District. When he came before the Board in June, the rate was increased 20 cents from \$2.92 to \$3.12. This was the increase that Public Works had seen since 2009 to the current time to become effective July 1. Since Mr. Morris went to the board, there has been another increase from Roanoke Rapids Sanitary District.

Commissioner Spruill asked if this was in conflict with the contract that went into effect July 1st especially now they are trying to make another increase.

Attorney McKellar asked how often the Roanoke Rapids Sanitary District increases its rates. Mr. Morris replied at the beginning of the fiscal year. We had our Board meeting on June 16th, they had their meeting June 18th where the increase was passed. He couldn't come before that time.

Commissioner Spruill asked if these two increases within the same year were in violation of anything in the contract. She mentioned that the contract refers to one increase a year.

Attorney McKellar mentioned that the contract does not say that you can't do it. He had the language highlighted and it says the bulk rate can be adjusted July 1 of each year. Mr. Morris says he has spoken with Warren County and with Roanoke Rapids Sanitary District prior to it being passed by the Roanoke Rapids Sanitary District Board. It was a proposed increase. Mr. Morris knew it was proposed, but it had not been passed, and he did not want to bring it to the Board before their Board passed it. He says it was imperative for them to make that 20 cent per thousand gallon increase because they had missed it so many years prior. He told Warren County about the increase so that they could budget for it. Mr. Morris says they knew that their rates would increase if Roanoke Rapids Sanitary District went up.

Chairman Carter said that what he is hearing is that we have not approved the bulk rate since 2003 and of course before July 1st, Mr. Morris had intended to make an adjustment.

Mr. McKellar asked to interject a point. Ms. Turner had pointed out to him that in paragraph five, on the second page of the contract, it provides modifications of the contract. It states that “other provisions of the contract may be modified or altered by mutual agreement.”

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the bulk rate for Warren County to be set at \$3.18 per 1,000 gallons purchased to become effective immediately. **Question Called:** *All present voting yes.* **Motion carried.**

Finally, Mr. Morris appeared before the Board to obtain approval for a maintenance agreement with Diversified Construction, Inc. to maintain all Heating and Cooling Systems in buildings owned by Northampton County.

Mr. Morris first came before the Board during the June 16th regular session, however, there was a conflict. Mr. Carter mentioned that the County Attorney had not signed off on the contract at that time. Mr. McKellar mentioned that this contract was signed by the former County Attorney Charles Vaughan. Mr. Vaughan was in the audience and did confirm that he had seen the contract, and signed off on it.

A motion was made by Virginia Spruill and seconded by Fannie Greene that the Board of County Commissioners approve the recommendations of the Public Works Department that the Board award the Preventative Maintenance Agreement to Diversified Construction Services, Inc. for maintenance of all heating and cooling systems in buildings owned by Northampton County. **Question Called:** *All present voting yes.* **Motion carried.**

Chairman Carter mentioned that he spoke with Mr. Morris last week relative to the Phase V project. He said there is a lot of concern about this project. He asked when Phase V was initiated.

Mr. Morris mentioned that design plans began in 1998. There was a Phase V and VI together. Funding for the project was received in 2004, and there was a seven year window on that funding, then there was an extension on the funding for another three years, which brought the project to July of 2014.

Chairman Carter noted that a lot of things have transpired because at one point the project was delayed. He mentioned that Mr. Morris has only been with the County for a couple of years. He’s had a lot of questions relative to the water meters, concerning the information that went to the citizens from the Public Works Department. He’s sure that the Board had approved the purchase of the water meters, that was funded through the project. He asked Mr. Morris if this was correct. Mr. Morris confirmed.

Mr. Morris has an engineering report that was done in 2009, where there were minor revisions made. In the project, was included the purchase of the water meters.

Chairman Carter asked if there were any funds left in the Phase V project. Mr. Morris is not sure of the exact amount, but mentioned that it is low since purchasing the meters. Chairman Carter asked if there was any way (from those funds) that something could be ordered as a barrier that would protect the water meters from any damage. Mr. Morris mentioned that there is nothing he can see that could be put around the meters. He mentioned that other counties use the same type

of meters, and there is no protective device around theirs. He just asks that citizens take all care necessary to try not to damage the meters.

Commissioner Spruill asked Mr. Morris if these were laser kind of meters. Mr. Morris said they are radio transmitted. Commissioner Spruill asked if we had a choice in the type of meter the County was going to purchase. She wanted to know if we could've stayed with the meters that we already had, and would it have been cost effective over the new type that we have recently purchased. Mr. Morris said that the meters that we currently have can not be used as radio read meters. The meters had to be upgraded so that we have a wire that goes from the meter to a transmittal device that transmits the reading.

Vice-Chairwoman Greene asked Mr. Morris to explain about the radio reading.

Mr. Morris stated that this will be safer for employees, not having to get out of their vehicle and dodge traffic. When an employee drives by, a device will be inside the vehicle to pick up the reading.

Commissioner Barrett mentioned that this seems similar to the way Dominion Power does their readings. Mr. Morris mentioned that it is very similar.

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

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: July 7, 2014

Reference: Water Bulk Rate Increase for Town of Jackson

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for a water bulk rate increase with the Town of Jackson.

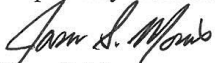
Facts:

1. The current bulk rate for the Town of Jackson is \$3.75 per 1000 gallons of water purchased.
2. Current rate was set to match the rate set by the Town of Jackson for their customers.
3. The Town of Jackson increased their rate for FY 2013/2014 and proposes an increase for FY 2014/2015 to \$4.25 per 1000 gallons purchased.

Discussion: The cost for Northampton County to provide the Town of Jackson bulk water in the case of emergencies would not exceed the proposed rate to be set by the Town of Jackson for their customers.

Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the bulk rate for the Town of Jackson to be set at \$4.25 per 1000 gallons purchased to become effective for any water usage after July 1, 2014.

Respectfully submitted,


Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur Dot Vid 6-30-17

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly L. Dun 6/30/14

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: July 7, 2014

Reference: Water Bulk Rate Increase for Warren County

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for a water rate increase in accordance to water purchase contract with Warren County.


Facts:

1. In accordance with water purchase contract dated June 30, 2003 the bulk rate is to be adjusted July 1 of each year based on rate to Northampton County from Roanoke Rapids Sanitary District.
2. The current rate for Warren County is \$3.12 per 1000 gallons.
3. Northampton County will experience another increase from Roanoke Rapids Sanitary District which became effective July 1, 2014
4. Current rate for Warren County in accordance with aforementioned contract should be set at \$3.18 per 1000 gallons of water purchased.

Discussion: An increase for the 2014/2015 fiscal year from the Roanoke Rapids Sanitary District justifies the proposed increase to Warren County. The bulk rate to be effective for water usage after July 1, 2014 is proposed to be set at \$3.18 per 1000 gallons of water purchased per water purchase contract with Warren County.

Recommendation: The Public Works Department recommends the Northampton County Board of Commissioners approve the bulk rate for Warren County to be set at \$3.18 per 1000 gallons purchased to become effective immediately.

Respectfully submitted,


Jason S. Morris
Director, Public Works

Coordination:

Finance Officer

Concur W. A. Vido 6-30-14

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly L. Durr 6/30/14

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approved _____

Disapprove _____

Other _____

Form RD 442-30
(Rev. 10-96)

Position 5
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 30th day of June,
2003 between the County of Northampton,
P. O. Box 68, Jackson, NC 27845
(Address)
hereinafter referred to as the "Seller" and the County of Warren,
(Address)
hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of General Statutes of the
Code of North Carolina, for the purpose of constructing and operating a water supply distribution
system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose,
the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present
customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the
system now on file in the office of the Purchaser, and

Whereas, by motion No. enacted on the 30th day of June, 2003
by the Seller, the sale of water to the Purchaser in accordance with the provisions of the said motion
was approved, and the execution of this contract carrying out the said motion by the
chairperson, and attested by the Secretary, was duly authorized, and

Whereas, by action of the Warren County Board of Commissioners of the Purchaser,
enacted on the 4th day of November, 2003, the purchase of water from the Seller
in accordance with the terms set forth in the said contract was approved, and the execution of this
contract by the chairman, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or
any renewal or extension thereof, potable treated water meeting applicable purity standards of the Department
of Environment and Natural Resources (DENR)

in such quantity as may be required by the Purchaser not to exceed 3,420,000 gallons per month.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

RD 442-30 (Rev. 10-96)

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at 50 PSI from an existing 8" inch main supply at a point located

SR 1214 River Road at Warren County Line

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate.
* See B.2

The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on

or about the 15th day of each month An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates:

- a. \$ N/A for the first _____ gallons, which amount shall also be the minimum rate per month.
- b. \$ N/A cents per 1000 gallons for water in excess of _____ gallons but less than _____ gallons.
- c. \$ 2.74 cents per 1000 gallons for water ~~in excess of xxxxxxxx gallons~~. Bulk rate effective 7-1-03.* Bulk rate to be adjusted July 1 of each year based on rate to Northampton County from Roanoke Rapids Sanitary District.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of N/A dollars which shall cover any and all costs of the Seller for installation of the metering equipment and * Purchaser agrees in Lieu of connection fee, purchaser will furnish and install metering equipment, including a meter house or pit and required devices of standard type for properly measured quantity of water delivered to purchaser; when purchaser makes connection to seller's system.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 40 * years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
 2. (Delivery of Water) That thirty days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.
 3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ 200.00 which will be paid by the contractor or, on his failure to pay, by the Purchaser.
 4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, ~~the supply of water to the Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to the Seller's consumers is reduced or diminished.~~ ** See below
 5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every one year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.
 6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
 7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.
 8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
- * IT is agreed upon by the Seller that if and/or when the Purchaser can provide water for its customers at a more economical cost, the Purchaser shall:
1. No longer be bound by this contract with no penalty or cost from the Seller; and/or
 2. Retain the right to renegotiate the Water Purchase Contract
- It is further agreed that the Purchaser will provide a written notice of cancellation to the Seller to coincide with the annual renewal contract negotiations between the Seller and the Roanoke Rapids Sanitary District.
- ** The Seller shall have the option to discontinue delivery of the water required by this contract until such time as seller is able to renew delivery called for herein.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in _____ counterparts, each of which shall constitute an original.

Seller:

Virginia D. Spruill
By Virginia D. Spruill, Chairwoman

Title Northampton County Board of Commissioners

Attest:

Kay B. Hulse
Secretary

Purchaser:

Ulysses S. Ross

By Ulysses S. Ross, Chairman
Title Warren County Board of Commissioners

Attest:

A. Kearney
Secretary

This contract is approved on behalf of Rural Development this 16th day of March, 2004.

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

By

R. B. Davis
By ROGER B. DAVIS
Title Community Programs Director

Susan W. Brown 12/11/03
Susan W. Brown
Finance Officer

Decision Paper

To: Northampton County Board of Commissioners

From: Jason S. Morris, Public Works Director

Date: July 7, 2014

Reference: Preventative Maintenance Agreement for Heating and Cooling Systems

Purpose: The purpose of this decision paper is to obtain approval of the Board of Commissioners for a maintenance agreement with Diversified Construction Services, Inc. to maintain all Heating & Cooling Systems in Buildings owned by Northampton County.

Facts:

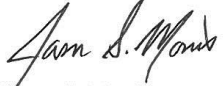
1. Through an informal bid process the public works department received proposals for a Preventative Maintenance Agreement to maintain all heating and cooling systems in buildings owned by Northampton County.
2. The bids received were as follows:

| | |
|--|-------------|
| a. Diversified Construction Services, Inc. | \$22,285.08 |
| b. Piedmont Service Group | \$23,975.00 |
| c. Allred Mechanical Services Inc. | \$25,000.00 |
| d. SE & M Constructors Inc. | \$31,582.00 |
3. There will be 2 full Preventive Maintenance inspections done each year, and 2 quarterly inspections. Materials will be supplied by the DCS, Inc., including belts, filters, and cleaners for each inspection.
4. Technicians will check in and out with the Building and Grounds Supervisor, on arrival and departure on a daily basis. Technicians will also fill out maintenance reports on each piece of equipment completely and leave copies on sight with the Buildings and Grounds Supervisor.
5. Agreement covers equipment listed on the Schedule A.
6. Agreement pricing is good for a period of 3 years and may be renewed annually after review by the County and DCS, Inc. for amendments, and or price adjustments. Both the County and DCS, Inc. reserve the right to cancel this agreement at any time with a thirty day written notice.
7. The Annual Agreement cost will be \$22,285.08 and begins July 7, 2014 and ends June 30, 2015. This will be paid quarterly upon completion of each quarterly inspection.

Discussion: Prior contract for preventative maintenance agreement was \$19,975.00. The increase to the price for FY 2014/2015 is due to the addition of 27 heating and cooling systems at the new Social Services Building and the Milwaukee EMS Building.

Recommendation: It is the recommendation of the Public Works Department that the Board of Commissioners award the Preventative Maintenance Agreement to Diversified Construction Services, Inc. for maintenance of all heating and cooling systems in buildings owned by Northampton County.

Respectfully submitted,


Jason S. Morris
Public Works Director

Coordination:

Finance Officer

Concur Det Visk 6-30-14

Non-concur _____

Concur with comment _____

County Manager

Concur Kimberly L. [Signature] 6/30/14

Non-concur _____

Concur with comment _____

Action by Decision Makers

Approve _____

Disapprove _____

Other _____

Appointment to the Roanoke Chowan Housing Authority, NCACC Voting Delegate, Reappointment of Tax Administrator, and Management Matters:

Ms. Kimberly Turner, Interim County Manager, appeared before the Board to request the reappointment of Bobie Moss to the Roanoke-Chowan Regional Housing Authority for a full five year term. The Board had appointed Mr. Moss to fill Marshall Grant's remaining unexpired term. That term has ended as of June 18th, and he is requesting a reappointment.

A motion was made by Virginia Spruill and seconded by Fannie Greene to appoint Mr. Bobie Moss to the Roanoke-Chowan Regional Housing Authority. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also appeared before the Board to present the Designation of Voting Delegate form for the NCACC Annual Conference. This is something that is done every year. The Board appoints a Board member to be a voting delegate at the annual NCACC conference in August.

Chairman Carter mentioned that to his knowledge, Vice-Chairwoman Greene is the only Board member going to the conference.

A motion was made by Chester Deloatch and seconded by Joseph Barrett to appoint Vice-Chairwoman Greene as the Voting Delegate. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also appeared before the Board with a resolution to reappoint the Northampton County Tax Assessor. We appoint the tax assessor every four years. The last appointment was in 2010. She is asking the Board to approve Mrs. Cathy Allen as Tax Assessor for the next four years.

A motion was made by Fannie Greene and seconded by Joseph Barrett that the Board appoint Mrs. Cathy Allen as Tax Assessor for four more years. **Question Called: All present voting yes. Motion carried.**

Ms. Turner also appeared before the Board to ask for post approval for an agreement for the Northampton website with Revize. The agreement came to Ms. Turner late in June, to be processed before the end of the Fiscal year. The money was in last fiscal year's budget. The former County Attorney has approved the agreement.

Commissioner Deloatch asked what the total cost of the website is. Ms. Turner replied that this cost is \$8,375. That is the grand total.

A motion was made by Fannie Greene and seconded by Joseph Barrett that the web service sales agreement be approved. **Question Called: All present voting yes. Motion carried.**

Commissioner Barrett asked if we had solicited any other bids for this. Ms. Turner mentioned that she is not sure if Bill Blanchard had time to get other bids. He realized that we had funding in the budget at the last minute, and had to find a company quickly. Commissioner Barrett asked Ms. Turner if she could find out this information. She replied that she would.

Finally, Ms. Turner appeared before the Board to ask for approval of the TECS proposal. Ms. Karen Lee of the Day Reporting Center is asking to apply for a grant to extend the TECS program to Martin County for a project total of \$46,000.

Ms. Lee believes that the program will use \$20,000, and the remaining balance will go into contingency. She is asking the Board for approval to proceed with the application. Commissioner Barrett asked how the program is funded. Ms. Turner replied that it is funded through the State Grant Funding.

A motion was made by Virginia Spruill and seconded by Fannie Greene to approve the request from Ms. Lee. **Question Called:** *All present voting yes.* **Motion carried.**

Ms. Turner also asked the Board for clarification as to the decision they made on June 16th in regards to the HCCBG funding when they voted to reverse their decision from approving Option 3 to approving Option 1 to move the Home Delivered Meal funding back to the Health Department. By choosing Option 1, the Board changed the funding to DSS which caused an adverse effect. Ms. Turner asked if they meant to only change the funding of the Home Delivered Meals from the J.W. Faison Senior Center to the Health Department. There was a Board consensus that the decision they made was to only move the funding of the Home Delivered Meals from the Senior Center to the Health Department and all other funding in Option 3 to remain the same.

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

ROANOKE-CHOWAN REGIONAL HOUSING AUTHORITY
AND REDEVELOPMENT COMMISSION



P. O. Box 516
GASTON, NORTH CAROLINA 27832

TELEPHONE: (252) 537-1051

FAX (252) 537-6256



JOHNNIE G. REID, SR.
CHAIRMAN

WILLIAM G. STEPHENS
VICE-CHAIRMAN

VERNON J. BRYANT
COMMISSIONER

BOBIE MOSS
COMMISSIONER

BARBARA B. WARMACK
EXECUTIVE DIRECTOR

Ms. Kimberly Turner
Interim County Manager
Northampton County
P.O. Box 808
Jackson, NC 27845

Dear Ms. Turner,

I would like to request the reappointment of Mr. Bobie Moss, of 306 Washington Street, Seaboard, NC who serves on our Board of Commissioners. Mr. Moss's term expired 6/18/2014, and has expressed the desire to retain the position. Our commissioners serve a five year term.

Please add this reappointment to your agenda for your next Board of Commissioners meeting.

Your assistance is greatly appreciated.

Sincerely,

Barbara B. Warmack
Executive Director

"This institution is an equal opportunity provider and employer"



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 107th Annual Conference of the North Carolina Association of County Commissioners to be held in Buncombe County, N.C., on August 14-17, 2014.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

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

Please return this form to Sheila Sammons by: **Friday, August 1, 2014:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 719-1172
sheila.sammons@ncacc.org
(p) (919) 715-4365

**RESOLUTION APPOINTING THE
NORTHAMPTON COUNTY TAX ASSESSOR**

WHEREAS, Cathy B. Allen has been certified for appointment as tax assessor by the North Carolina Department of Revenue pursuant to the provisions of G.S. 105-294 and is therefore deemed to be qualified to serve as county assessor;

WHEREAS, in addition to holding the certification of the Department of Revenue, Cathy B. Allen also meets all independent requirements and qualifications for service as county assessor as set forth in G.S. 105-294;

WHEREAS, Mrs. Allen has during the last 24-month period, since her appointment as county assessor, attended and successfully completed at least 30 hours of instruction in the appraisal or assessment of property as provided in regulations of the North Carolina Department of Revenue which qualify her to retain the position of county assessor;

NOW THEREFORE BE IT RESOLVED, that pursuant to the authority provide by G.S. 105-294, the Northampton County Board of Commissioners hereby appoints Cathy B. Allen as Northampton County Tax Assessor for a period of four (4) years, beginning 1 July, 2014 and expiring the first regular meeting of July, 2018.

BE IT FURTHER RESOLVED, that the Northampton County Board of Commissioners hereby determines the combined compensation of Cathy B. Allen as Northampton County Tax Assessor/Collector.

BE IT STILL FURTHER RESOLVED, that the Northampton County Board of Commissioners hereby determines that any salary (compensation) adjustments for the Tax Assessor/Collector during this four year appointment period shall include the cost of living increases awarded to all county employees, and annual merit increases and reclassification funding, if applicable, approved by the County Manager after consultation with the Board of Commissioners consistent with the County's Position Classification and Pay Plan.

Adopted the _____ day of _____ 2014.

Robert V. Carter, Chairman
Northampton County Board of Commissioners

ATTEST:

Michelle Nelson, Clerk to the Board

| NORTHAMPTON COUNTY CONTRACT CONTROL SHEET | | CONTRACT/VENDOR REVIZE SOFTWARE SYSTEMS | |
|--|---------|--|---|
| VENDOR # | | Address | 1890 Crooks Rd, Suite 340, Troy, MI 48084 |
| | | Contact | Dave Ciminelli |
| | | 1 | Originals 0 Copies |
| CONTRACT # | | Amount \$ | see attached |
| Original Contract sent to Contract Administrator Date: | | | |
| Originating Department/Individual: | | Item or Service: | |
| Department Involved: | | Type of Contract: | |
| Line Item Budgeted: | | Period of Coverage: | |
| GRANTS | | | |
| Board approval for Application | | Approved | Set Verified |
| Board approval for Acceptance | | Approved | Set Verified |
| COUNTY ATTORNEY | | Date Received: | Date Approved: |
| Approved as to Form: | | Approved as to Legal Sufficiency: | |
| Revisions Necessary? | | Board Action Necessary? | |
| FINANCE | | Date Received: | Date Audited |
| Non encumbered contract Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | 6-26-14 | 6-27-14 |
| ASSISTANT COUNTY MANAGER | | Date Received | Date Approved: |
| COUNTY MANAGER | | Date Received 6/27/14 | Date Approved: 6/27/14 |
| BOARD OF COMMISSIONERS | | CLERK TO THE BOARD | |
| Date approved by Board | | Date Received | Date Attested: |
| CONTRACT ADMINISTRATOR | | | |
| Attorney | Finance | Asst Cty Mgr | Cty Mgr Clerk |
| Outside Agency Signatures: | | Date Sent : | Date received: |
| Copies Delivered to Appropriate Departments: | | ORIGINATING | FINANCE |
| Original to Outside Agency: (Departments to deliver) | | Date: | |
| File County Original / Add to Database: | | Date: | |
| NOTES: | | | |
| <p>____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal</p> <p>____ copies sent to originating departments with note to forward to vendor</p> <p>PROBLEMS:</p> <p>Corrective Action:</p> <p>Date: _____</p> <p>Initial: _____</p> | | | |



Superior Web Design and
Content Management

Web Services Sales Agreement

This Sales Agreement is between Northampton County ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 6-17-14

| | | |
|----------------------------|--|-------------------------|
| CLIENT INFORMATION: | | REVIZE LLC: |
| Company Name: | Northampton County | Revize Software Systems |
| Company Address: | P.O. Box 663 | 1890 Crooks, Suite 340 |
| | 104 Jefferson St. | Troy, MI 48084 |
| Company City/State/Zip: | Jackson NC 27845 | |
| Contact Name | Bill Blanchard bill.blanchard@nhcnc.net 252-534-6171 | |
| Billing Dept. Contact | | |

The CLIENT agrees to purchase the following products and services provided by REVIZE:

| Quantity | Description | Price |
|---------------------|---|--------------------|
| 1 | Phase 1 – Project Planning and Analysis, onetime fee: | \$ 0.00 |
| 1 | Phase 2 – Website Design, onetime fee: | \$ 1,000.00 |
| 1 | Phase 3 & 4 – Revize Template Development, CMS module Integration, onetime fee: | \$ 2,500.00 |
| 1 | Phase 5 – QA Testing, onetime fee: | \$ 0.00 |
| 1 | Phase 6 – Site Map Development and Content Migration "as is" up to 44 pages, 125 docs: | \$ 0.00 |
| 1 | Phase 7 – Content Editing Training, 4 hour session, 4 attendees, onetime fee: | \$ 0.00 |
| 1 | Phase 8 – Go Live, onetime fee: | \$ 0.00 |
| 1 | Phase 9 – Tech Support (Unlimited users), CMS Updates, and Website Hosting, annual fee: | \$ 3,000.00 |
| 1 | Twitter Live Feed: | \$ 975.00 |
| 1 | Language Translator | \$ 250.00 |
| 1 | Sliding Feature Bar | \$ 650.00 |
| Grand Total: | | \$ 8,375.00 |

Five year agreement with free website re-design during year five. Revize requires a check for \$6,281.25 to start this Initiative. Remainder of balance due upon delivery of website for content editor training. Revize Annual Services start the day of the Kick Off Meeting. Credit Cards accepted with 3% handling fee. Annual fee years 2-5 of this agreement is \$3,000.00 for Tech Support, Unlimited users, CMS Updates and Web Hosting.

Terms:

1. Revize v4.3 Features List describes the functional capabilities of Revize v4.3. www.revize.com
2. Payments:
 - All Invoices are Due Upon Receipt. Work begins upon receiving initial payment.
3. This Sales Agreement is the only legal document governing this sale.
4. If additional "as is" content migration is required it will be done for \$2 per web page or document.
5. Both parties must agree in writing to any changes or additions to this Sales Agreement.
6. This Sales Agreement is subject to the laws of the State of Michigan.
7. Pricing expires in 30 days.

AGREED TO BY:

Signature of Authorized Person:

Name of Authorized Person:

Title of Authorized Person

Date:

CLIENT

Kimberly P. Turner
Kimberly P. Turner
Interim County Manager
6/27/14

REVIZE

Dave Ciminelli

Sales Executive

Please sign and return to: Dave Ciminelli at Fax # 866-346-8880

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a)

Doc Wick
Finance Officer

6-27-14

| Enhanced Content Editing Feature (Module) |
|---|
| Document Management Center |
| Form Builder |
| Menu Manager: |
| Automated Workflow Approval System |
| History |
| Content Scheduling |
| Image Manager |
| Link Checker: |
| Word Like Editor (WYSIWYG) |

| Navigation Feature (Module) |
|-----------------------------|
| Dynamic Breadcrumbs |
| Menu Manager: |
| Quick Link Buttons |

| Site Administration and Security Feature (Module) |
|---|
| Audit Trail |
| Auto Site Map Generator |
| Unique Login/Password for each Content Editor |
| Fast Download Time |
| History |
| Permissions |
| Roles and Permission-based Security Mode |
| Screen Size Compatibility |
| Secure Connection |
| Intranet (Secure Area) |
| Secure Site Gateway |
| Web Statistics and Analytics |

| New Design Option |
|--|
| Responsive Website Design – Latest Government Design Trend for 2014 to accommodate better viewing of text and graphics for any size screen, ie, SMART phones, PC Tablets, iPads , includes iPhone App |

| Interactive User Experience Feature (Module) |
|---|
| Document Management Center |
| Events Calendar |
| FAQs |
| Font Size Adjustment |
| Form Builder |
| Photo Slideshows |
| Site Search |
| Where Do I |
| Bookmark Widget |
| Email Notify |
| Email This Page |
| Emergency / Community Alert Notification |
| Facebook/Twitter Widget Set-up |
| Facebook/Twitter Integration with News Center |
| GIS Integration |
| News Center (News& Events) |
| Online Credit Card Payment Processing |
| Changeable Photo Gallery |
| Print This Page |
| RSS Feeds |
| Share This Widget |

Options:

E-mail Newsletter-\$250.00 set up plus \$50.00 a month. Bid Posting \$1000.00 one-time charge
Google Mapping \$750.00 one-time charge Job Posting \$1000.00 one-time charge Multi-Use Directory \$1000.00 one-time charge Photo Gallery Deluxe \$1,000.00 one-time charge Citizen Request Center \$750.00 one-time charge Citizen Request Tracker \$2,500.00 set up plus \$75.00 a month Scrolling News & Events \$650.00 one-time charge Staff Directory \$750.00 one-time charge Park Reservation Module: \$2,500 set up fee plus \$100.00 a month

Michelle Nelson

From: Bill Blanchard <bill.blanchard@nhcnc.net>
Sent: Wednesday, June 25, 2014 3:46 PM
To: michelle.nelson@nhcnc.net
Subject: FW: Revize Software Systems
Attachments: Revize Custom Web Services Sales Agreement Northampton County NC.pdf

Michelle,

Attached is the revisions Charles Vaughan requested on this Sales Agreement, let me know what the next step is toward ordering this service.

Thanks,

Bill Blanchard, c6c10
Northampton County LG
(252) 534-6171

This email message, and any attachment(s) hereto, as well as any email message(s) that may be sent in response to it, may be considered Public Record, and as such are subject to requests for review. If you are not the intended recipient, please destroy this message and inform the sender immediately. The information contained in this email may be confidential and, in any event, is intended only for the use of the entity or individual to whom it is addressed. Thank you.

From: Dave Ciminelli [<mailto:dave.ciminelli@revize.com>]
Sent: Wednesday, June 25, 2014 3:32 PM
To: 'Bill Blanchard'
Subject: Revize Software Systems

Hi Bill,

Attached is the revised sales agreement per the county attorney.

Regards

Dave Ciminelli
Revize Web Design and Content Management
Sales Executive
Office: +1 248-269-9263 ext 14
Fax: +1 866-346-8880
Dave.ciminelli@revize.com

Revize. Software that leverages the Internet for website design, content management and email marketing.
www.revize.com

Michelle Nelson

Subject: FW: Martin

----- Original message -----

From: Karen Lee
Date: 07/03/2014 1:10 PM (GMT-05:00)
To: kimberly.turner@nhcnc.net
Subject: Martin

Kimberly

Per our conversation, I'm applying for Martin County TECS program. I am proposing a bid of app. \$46,000.00. The program will probably use up to \$20,000.00 with the balance going to contingency. The RFP is due in Raleigh by 7/7/14.

Thanks

Karen Lee, Director
Northampton TECS
252.534.1627
252.536.8652

OFFEROR: County of Northampton

ATTACHMENT 10 **RFP 19-012761-JJX - TECS - COST PROPOSAL**

(PROVIDE REQUESTED INFORMATION ONLY IN THE GREY BOXES)

MARTIN

Name of County

CBI

| | | | | | | | | |
|---|----------|---|----------|---|----------|--|----------|---|
| 32 | X | \$40.00 | = | \$1,280.00 | X | 25 | = | \$32,000.00 |
| HOW MANY SESSIONS DOES IT TAKE TO COMPLETE THE CBI CURRICULUM | | HOW MUCH DOES IT COST TO ATTEND A CBI SESSION | | TOTAL COSTS FOR ONE PERSON TO COMPLETE THE CBI CURRICULUM | | NUMBER OF OFFENDERS THAT WILL BE REFERRED TO CBI CLASSES | | TOTAL ESTIMATED COSTS TO PROVIDE CBI SERVICES |

ROP

| | | | | | | | | |
|--------------------------------------|----------|--------------------|----------|--|----------|----------------------------------|----------|---|
| 26 | X | \$38.00 | = | \$988.00 | X | 6 | = | \$5,928.00 |
| NUMBER OF EVENTS TO COMPLETE ROP TXT | | RATE PER ROP EVENT | | TOTAL COSTS FOR ONE PERSON TO COMPLETE ROP | | EXPECTED OFFENDERS THAT NEED ROP | | TOTAL ESTIMATED COSTS TO PROVIDE ROP SERVICES |

A/C

| | | | | | | | | |
|--------------------------------------|----------|--------------------|----------|--|----------|----------------------------------|----------|---|
| 10 | X | \$36.00 | = | \$360.00 | X | 6 | = | \$2,160.00 |
| NUMBER OF EVENTS TO COMPLETE A/C TXT | | RATE PER A/C EVENT | | TOTAL COSTS FOR ONE PERSON TO COMPLETE A/C | | EXPECTED OFFENDERS THAT NEED A/C | | TOTAL ESTIMATED COSTS TO PROVIDE A/C SERVICES |

Sub-Total:

\$40,088.00

Administration

(Can not exceed 15% of Sub-Total)

15%

Admin Rate

\$6,013.20

GRAND TOTAL

\$46,101.20

Cost per Offender

\$46,101

Grand Total

/

31

Total Number of Offenders

=

\$1,487.14

Citizens/Board Comments:

Chairman Carter called for Citizens Comments.

None were heard.

Chairman Carter called for Board Comments.

Commissioner Spruill wanted to thank Ms. Turner for the Cultural and Wellness Center information that she provided to the Board. She also wanted to note the article about the Wellness Center in Sunday's paper. Commissioner Spruill mentioned that Phase I is moving right along.

Vice-Chairwoman Greene spoke on the 4th of July Celebration given by the County. She mentioned that there were more people in attendance than last year. She also mentioned that she has been appointed to the Fire and Rescue State Commission and she will be attending the first meeting tomorrow.

Commissioner Barrett concurred with the remarks made by the other Commissioners.

Chairman Carter stated that he appreciates the Board for all that they do. He wanted to remind the Commissioners that if they are contacted by employees or Department Heads that they should send them through the chain of command. The employee must go to their supervisor first, then the County Manager. He also noted that he is pleased to have the new County Attorney on board.

A motion was made by Virginia Spruill and seconded by Fannie Greene to recess regular session to convene a closed session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Fannie Greene and seconded by Chester Deloatch to enter into a closed session for the purpose of G.S 143-318.11(a)(6). **Question Called: All present voting yes. Motion carried.**

Closed Session- G.S. 143-318.11(a)(6)

A motion was made by Chester Deloatch and seconded by Joseph Barrett to adjourn closed session and reconvene regular session. **Question Called: All present voting yes. Motion carried.**

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