

The Northampton County Board of Commissioners will meet in Regular Session on Monday November 21, 2016 at 6:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	5:50	Agenda Work Session
1	6:00	Approval of Regular Meeting Minutes for November 7, 2016 3
2		Approval of Closed Session Minutes for November 7, 2016
3		Approval of Agenda for November 21, 2016 87
4	6:05	Public Hearing-Rezoning..... 89
		Mr. William Flynn, Zoning Director
5	6:15	Mr. Andy Smith, Health Department Director
		OTC Services 97
6	6:20	Public Hearing-Northampton County Revolving Loan Fund 113
		Mr. Gary Brown, EDC Director
7	6:30	Mr. Gary Brown, EDC Director
		Approval/Acceptance of Real Property 123
8	6:40	Ms. Leslie Edwards, Finance Director
		Budget Amendments..... 126
9	6:50	Ms. Kimberly Turner, County Manager
		Management Matters
10	7:00	Citizens/Board Comments
11	7:30	Closed Session
		G.S. 143-318.11 (a)(3)-County Attorney's Report
12	7:40	Closed Session
		G.S. 143-318.11 (a)(6)- Personnel
	7:45	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 1

Agenda Time: 6:00 pm

Presenter and/or Subject Matter:

Approval of Regular Meeting Minutes for November 7, 2016

Komita Hendricks

1 Approval of Regular Meeting Minutes for November 7, 2016

**NORTHAMPTON COUNTY
REGULAR SESSION
November 7, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on November 7, 2016 with the following present: Fannie Greene, Chester Deloatch, Joseph Barrett, Virginia Spruill and Robert Carter.

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

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner requested to remove tab number 12 from the agenda. Chairwoman Greene reminded the Board that the Joint Board Retreat will be held in January. Chairwoman Greene called upon Commissioners for input. Commissioners had no changes.

Regular Session:

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

Approval of Regular Session Minutes for October 17, 2016:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for October 17, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Emergency Meeting Session Minutes for October 27, 2016:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Emergency Meeting Session Minutes for October 27, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Closed Session Minutes for October 27, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the Closed Session Minutes for October 27, 2016. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for November 7, 2016:

A motion was made by Robert Carter and seconded by Virginia Spruill to approve the agenda for November 7, 2016 with the deletion of Tab 12. **Question Called:** *All present voting yes.*
Motion carried.

Public Hearing-Road Abandonment:

Chairwoman Greene recessed the regular session and convened a Public Hearing.

Ms. Kimberly Turner, County Manager, conducted a public hearing for the purpose of receiving and hearing public comments in reference to the closing of Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) according to N.C.G.S. 153A-241.

Chairwoman Greene called for Board comments.

None were heard.

Chairwoman Greene called for public comments.

Mr. Richard Stiner, Land Owner, appeared before the Board with an explanation on why the road should be closed. He presented to the Board pictures of evidence of trash that he encounters on a daily basis. He stated that the road is a dead-end road with no residence on the road.

Mr. Donny Lassiter, Land Owner, appeared before the Board to echo Mr. Stiner's concerns with the road closing.

Commissioner Robert Carter has a concern about citizens that may use the road to access to the Meherrin River for fishing.

Mr. Lassiter responded to Mr. Carter's concern that the road has no direct access to the river because the road is a dead-end road that turns to a private pathway.

Chairwoman Greene closed the Public Hearing to enter into regular session.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the Order Closing Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353). **Question Called:** *All present voting yes.* **Motion carried.**

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

STATE OF NORTH CAROLINA

COUNTY OF NORTHAMPTON

**ORDER CLOSING PRINCETON FARM ROAD (SR 1352)
AND WILL STEPHENSON ROAD (SR 1353)**

WHEREAS, on or about March 1, 2016, petitions were filed with the Northampton County Board of Commissioners (the "Board") pursuant to N.C.G.S. §153A-241 to close two secondary roads located in _____ Township, Northampton County, North Carolina, known and designated as Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) and contained within the real property more particularly described in Book _____, Page _____, Northampton County Registry and in Book _____, Page _____, Northampton County Registry (collectively, the "Roads"); and

WHEREAS, on March 7, 2016, the Board approved a resolution requesting that the North Carolina Department of Transportation (the "DOT") review and delete the Roads from the state-maintained secondary road system; and

WHEREAS, in June 2016, the DOT deleted the Roads from the state-maintained secondary road system and, accordingly, the Roads are no longer under the control and supervision of the DOT; and

WHEREAS, on October 17, 2016, during a regular meeting of the Board, a resolution fixing the date and hour for a public hearing on said petitions and declaring intent to close the Roads was adopted by the Board; and the date and hour were fixed for Monday, November 7, 2016 at 10:05 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street in Jackson, North Carolina; and

WHEREAS, notice of the Board's intent to close the Roads and scheduled public hearing was (a) published once a week for three successive weeks in the Roanoke-Chowan News Herald, a newspaper of general circulation in Northampton County; (b) mailed by registered or certified mail to each owner, if any, as shown on the Northampton County tax records of property adjoining the Roads who did not join in the request to have the Roads closed; and (c) prominently posted in at least two places along the Roads; and

WHEREAS, on November 7, 2016 at 10:05 a.m., during a regular meeting of the Board, a public hearing was held on the petitions to close the Roads; and

WHEREAS, it appears to the satisfaction of the Board that the closing of the Roads is not contrary to the public interest and that no individual owning property in the vicinity of the Roads will thereby be deprived of reasonable means of ingress or egress to his or her property; and

WHEREAS, the documents pertaining to the closing of the Roads are on file with the Office of the Clerk of the Board and are hereby incorporated by reference as if fully set forth herein;

NOW, THEREFORE, IT IS ORDERED by the Board, pursuant to N.C.G.S. §153A-241, that the Roads are hereby closed and that a certified copy of this Order shall be filed in the Office of the Register of Deeds of Northampton County.

This the 7th day of November, 2016.

{SIGNATURES ON FOLLOWING PAGES}

ATTEST:

NORTHAMPTON COUNTY:

Kimberly L. Turner
County Manager

Fannie P. Greene
Chair, Board of Commissioners

(SEAL)

STATE OF NORTH CAROLINA

NORTHAMPTON COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kimberly L. Turner came before me this day and being by me sworn, says she knows the corporate seal of Northampton County and is acquainted with Fannie P. Greene, who is the Chair of the Northampton County Board of Commissioners, and that she, Kimberly L. Turner, is the County Manager of Northampton County, and that she saw the Chair sign the foregoing Order Closing Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) and affix the corporate seal of Northampton County to it with the specific intent that it is executed as an instrument under seal, and that she, Kimberly L. Turner, signed her name in attestation of the execution of the instrument in the presence of the Chair, and that said Order is the act of Northampton County.

Witness my hand and notarial stamp or seal this 7th day of November, 2016.

Notary Public (signature)

Notary Public (print/type)

My Commission Expires: _____
[NOTARY PUBLIC SEAL/STAMP]

STATE OF NORTH CAROLINA

CERTIFICATION

NORTHAMPTON COUNTY

I, Kimberly L. Turner, the County Manager of Northampton County, DO HEREBY CERTIFY that the foregoing Order Closing Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) was duly adopted by the Northampton County Board of Commissioners at its regular meeting held on November 7, 2016 and that said Order is duly recorded in the Official Minutes of said meeting.

Witness my hand and official seal of Northampton County, this 7th day of November, 2016.

Kimberly L. Turner
County Manager

(SEAL)

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter *de novo* and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

NORTHAMPTON COUNTY PUBLIC HEARING

The Northampton County Board of Commissioners will hold a public hearing on November 7, 2016 at 10:05 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street in Jackson, North Carolina. The purpose of this public hearing is to receive public comments on a request to close/abandon Princeton Farm Road (SR 1352) and Will Stephenson Road (SR 1353) located off Vaughan Creek Road in Pendleton, North Carolina pursuant to North Carolina General Statute 153A-241. Said roads were deleted from the State Maintained System by the North Carolina Department of Transportation in June 2016 as a result of a request from property owners.

Following the public hearing, the Board of Commissioners may adopt an order closing/abandoning said roads.

For further information, please contact the Northampton County Manager's Office at (252) 534-2501 or via email at kimberly.turner@nhcnc.net.

All interested parties are encouraged to attend.



Northampton County, NC - Tax Map



Disclaimer: This map is prepared for the property owner's use only. It is not intended to be used for any other purpose. The map is not a legal document and should not be used for any legal purpose. The map is not a legal document and should not be used for any legal purpose.



One inch = 1504 Feet

LASSITER FAMILY FARMS

1822 Lasker Road Conway, NC 27820 (252) 578-7361 donny_lassiter@hotmail.com

March 1, 2016

Dear Northampton County Commissioners:

My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. We would like to respectfully request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained roads within this farm (SR 1352/Princeton Farm Road, SR1353/Will Stephenson Road).

We believe that this will increase the integrity of the farm by more effectively preventing trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation. We are committed to preserving the natural resources and protecting the crops that are grown on this farm. As land owners, we will agree to maintain the gravel roads, ditch backs, and shoulders as needed.

We feel that if the board will agree to abandon these roads, this will be in the best interest of the citizens of Northampton County, as tax-payer money will be saved and could be allocated for other needed projects.

Thank you for your consideration of our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Donny L. Lassiter
252-578-7361

March 1, 2016

Dear Northampton County Commissioners',

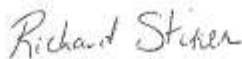
My family is one of two owners, which have had the opportunity to purchase the Princeton Farm, located on the Meherrin River on the eastern border of Northampton County. I would like to concur the request that the Board of Commissioners at the request of NCDOT consider the abandonment of the state-maintained roads within this farm (SR 1352/Princeton Farm Road, SR1353/Will Stephenson Road).

We believe that this will increase the integrity of the farm by more effectively preventing trespassing, garbage dumping, unauthorized hunting and fishing, and potential damage to farm equipment, including irrigation. We are committed to preserving the natural resources and protecting the crops that are grown on this farm. As land owners, we will agree to maintain the gravel roads, ditch backs, and shoulders as needed.

We feel that if the board will agree to abandon these roads, this will be in the best interest of the citizens of Northampton County, as tax-payer money will be saved and could be allocated for other needed projects.

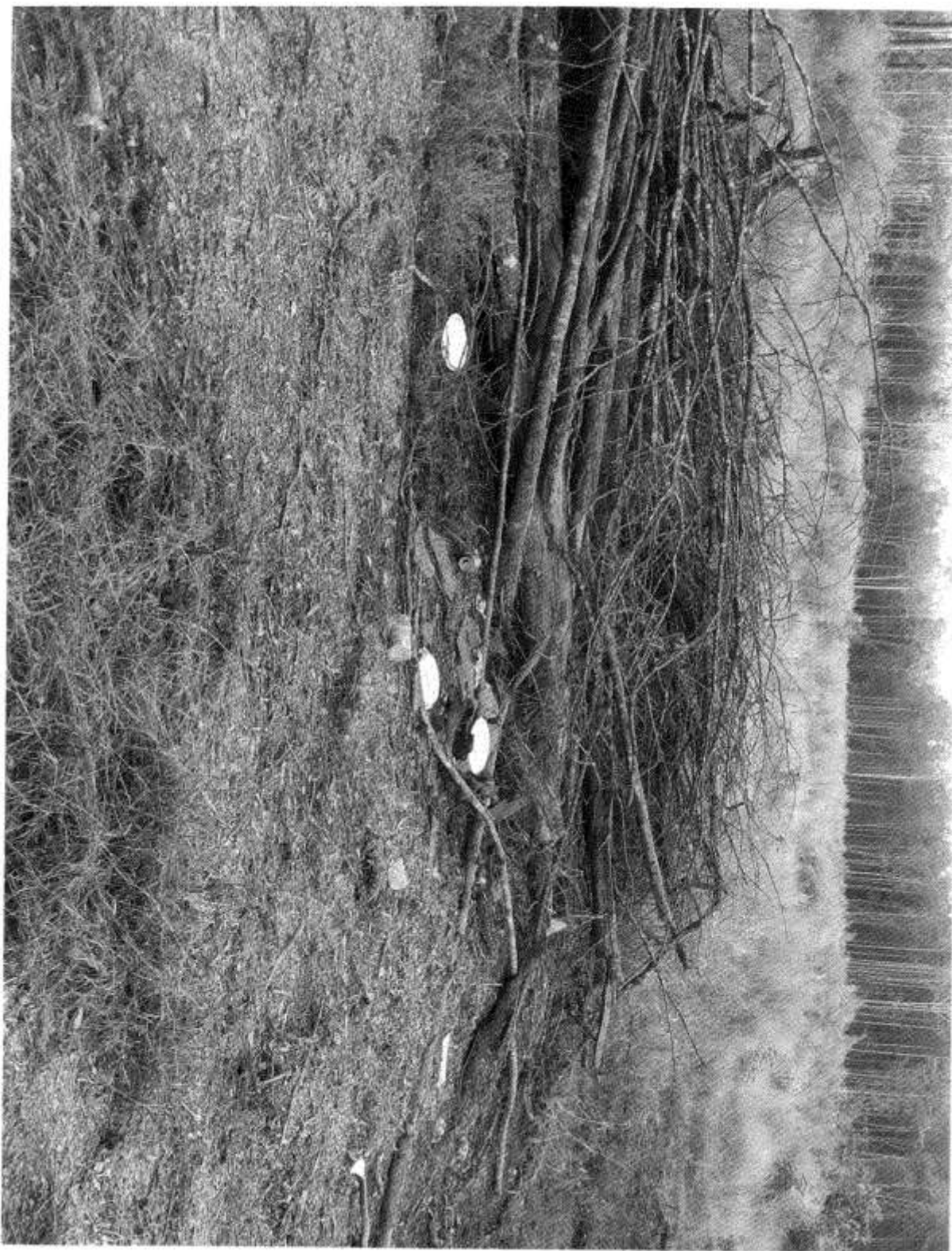
Thank you for your consideration of our request. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Richard Stiner
252-209-5641







Board of Equalization and Review:

Chairwoman Greene recessed Regular Session and convened a Board of Equalization and Review.

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval of the August 1, 2016 minutes for the Board of Equalization & Review.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve the minutes of August 1, 2016 for Board of Equalization and Review. **Question Called:** *All present voting yes.* **Motion carried.**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to get approval of the adjournment of the Board of Equalization and Review for 2016 Value Appeal.

A motion was made by Chester Deloatch and seconded by Robert Carter to approve the adjournment for the Board of Equalization and Review for 2016 Value Appeal. **Question Called:** *All present voting yes.* **Motion carried.**

Chairwoman Greene adjourned the Board of Equalization & Review and reconvened Regular Session.

Approval of Property Listing Period:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board for adoption of an order directing the Tax Administrator to conduct the 2017 listing period from January 2 thru February 17, 2017.

A motion was made by Robert Carter and seconded by Chester Deloatch to adopt an order directing the Tax Administrator to conduct the 2017 listing period from January 2 thru February 17, 2017. **Question Called:** *All present voting yes.* **Motion carried.**

Ad Valorem Tax Appeals:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes in the amount of \$3,644.72 on 21 appeals.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listing. **Question Called:** *All present voting yes.* **Motion carried.**

Motor Vehicle Refunds:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$1,285.01 on 23 appeals.

A motion was made by Chester Deloatch and seconded by Joseph Barrett that the motor vehicle refunds be approved as submitted. **Question Called: All present voting yes. Motion carried.**

Appeal of Michael Harrington Discoveries of 1991 Scout 14ft Boat:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding a request for discovery tax bills assessed to unlisted personal property for Mr. Michael Harrington.

A motion was made by Virginia Spruill and seconded by Robert Carter that the Board deny the release of tax bills 13A116848.06.1 (\$19.69), 14A116848.06.1 (\$17.39), and 16A116848.06.1 (\$12.55) and deny the refund for tax bill 15A116848.06.1 (\$13.20). **Question Called: All present voting yes. Motion carried.**

Ad Valorem Tax Appeals- Property Tax Relief:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain decision on whether Mr. Steven R. Pittman meets all the requirements to be eligible to receive a tax/exemption for 2016 on parcel 01-02088 known as the DC Clark Lots 16A 17.

Ms. Mitzi Cahoon, William & Betty Pittman Heir, appeared before the Board to ask that the Elderly Exclusion be applied to property taxes due to the medical issues of Mr. Steven R. Pittman, William & Betty Pittman Heir.

Commissioner Robert Carter mentioned that his decision today is based on General Statutes.

A motion was made by Robert Carter and seconded by Virginia Spruill to deny the taxpayer's application for the elderly exclusion because reported income exceeds the maximum allowance of \$29,500 for 2016. **Question Called: All present voting yes. Motion carried.**

Appeal of Piggly Wiggly of Jackson:

Mrs. Cathy Allen, Tax Administrator, asked the Board to allow the appeal to be heard at later date due to Mr. Boone being unable to attend the appeal.

The Board granted the request by Mrs. Allen.

Appeal of Luther B. Culpepper:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action concerning the value assessment to farm equipment for Parcel Number: 06-020-5006-02050.

Mr. Luther Culpepper, son of Luther B. Culpepper, stated that he was not appealing just wanted more information on how the assessment on farm equipment was done.

Mrs. Allen provided Mr. Culpepper the necessary documents to show how assessing is done.

County Manager Kimberly Turner asked if the Board would delay action on this matter so that Mrs. Allen can meet with Mr. Culpepper and provide information to show how the property was assessed and bring back to the Board for a decision if necessary.

The Board agreed.

Appeal of Shaw Irrigation Supply:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain the action concerning the discoveries of business equipment for Shaw Irrigation Supply.

The Board requested to Mrs. Allen that this matter be proposed a to later date due to lack of information.

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

The Northampton County Board of Equalization and Review will meet in Regular Session on Monday, November 7, 2016 at 10:15 a.m. in the Commissioners' Meeting Room located at 100 West Jefferson Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW

AGENDA

10:15 A.M. Monday, November 7, 2016

1. Convene the Board of Equalization and Review (Chairwoman Greene)
2. Approval of the August 1, 2016 Minutes (ATTACHED)
3. Adjournment of Value Appeal hearings for 2017.

COMMISSIONERS: Fannie Greene
Joseph Barrett
Virginia Spruill
Robert Carter
Chester DeLoatch, Sr.

NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW
MINUTES OF MEETING

Jackson, NC
August 1, 2016

The Northampton County Board of Commissioners convened as the Northampton County Board of Equalization and Review in the Commissioners Room on Court House Square in Jackson, NC at 10:30 A.M.

Board Members present were as follows: Chairperson Fannie P. Greene, Joseph R. Barrett, Vice-Chairperson and Commissioners Chester J. Deloatch, Sr. and Robert Carter.

Cathy B. Allen, Clerk to the Board of Equalization and Review, stated that the purpose of the meeting was that of receiving the Board's approval on recommendations from the Tax Office on Appeals of Value.

The first parcel is 06-01918, owned by Linbergh Mitchell.

The Tax Office recommends changing the assessed value of this parcel from \$9,996 to \$1,000 for the year of 2016 due to the fact this parcel will not perk.

Upon a motion made by Commissioner Carter and seconded by Commissioner Deloatch, the Board approved the recommendation from the Tax Office to change the value on parcel 06-01918 for the year of 2016. All board members present voted yes.

The next parcel is 05-00026, owned by FF Pleasant Hill, LLC.

The Tax Office recommends changing the assessed value of this parcel from \$456,513 to \$180,679 for the year of 2016 due to the fact that Dominion Power had removed the power lines to the building and the building being very outdated and run down.

Upon a motion made by Commissioner Deloatch and seconded by Commissioner Carter, the Board approved the recommendation from the Tax Office to change the value on parcel 05-00026 for the year of 2016. All board present members voted yes.

The next parcel is 04-03020, owned by Billie and Queen E. Kidd.

The Tax Office recommends changing the assessed value of this parcel from \$9,996 to \$1,000 for the year of 2016 due to fact this parcel will not perk.

Upon a motion made by Commissioner Carter and seconded by Commissioner Barrett, the Board approved the recommendation from the Tax Office to change the value on parcel 04-03020 for the year of 2016. All board present members voted yes.

The next parcel is 01-01978 owned by Thomas Vincent and Others.

The Tax Office recommends denying Thomas Vincent and Others' appeal due to the parcel not meeting size requirements per G.S. 105-277.3.

Upon a motion made by Commissioner Carter and seconded by Commissioner Barrett, the Board denied the appeal of Thomas Vincent and Others on parcel 01-01978 for 2016, due to the parcel did not meet the size requirement per G.S. 105-277.3. All board members present voted yes.

There being no other business, the Board recessed until an undermined date.

Respectfully

Cathy B. Allen
Clerk to Board of E & R

Approved: _____
Fannie P. Greene, Chairwoman

_____/_____/_____
Date

Ec: erm080116

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: 2017 Property Listing Period Extension

DT: November 7, 2016

THIS IS A DECISION PAPER

PURPOSE: To obtain the Board approval to extend the 2017 property listing period thru February 17, 2017.

FACTS: G.S. 105-307 (b) General Extension – The board of county commissioners may, by resolution, extend the time during which property is to be listed for taxation as provided in this subsection. Any action by the board of county commissioners extending the listing period must be recorded in the minutes of the board, and notice of the extensions must be published as required by G.S. 105-296(c). The entire period for listing, including any extension of time granted, is considered the regular listing period for the particular year within the meaning of this Subchapter.

DISCUSSION: For several years, it has been the practice of the Northampton County Board of Commissioners to adjust the listing period. This action provides for greater conservation of Tax Department resources. It allows us to end the regular tax collection period (January 5th) and then direct our attention to that of listing.

CONCLUSION: This extension will give the property owners fifteen more days to list their property and to avoid a 10% late list penalty.

RECOMMENDATION: That the Board adopt an order directing the Tax Administrator to conduct the 2017 listing period from January 2 thru February 17, 2017.

Cc: dplistingperiod

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

DT: October 20, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$3,644.72** on twenty-one (21) 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 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.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE: _____

October 20, 2016

Ad Valorem Tax Appeals

NAME	ACCOUNT	ACTION	AMOUNT	REASON
Arnold, Mary R	127507	Release	746.78	Listing Error/Taxp
Grant, Henry Russell Harris	78812	Release	15.44	Listing Error
Griffin, William C Sr	101561	Release	16.21	Listing Error/Taxp.
Hamm, Charles D	33847	Release	9.88	Trailer Registered/Fl.
Hampton Woods Assisted Living	85364	Release	210.86	Assessing Error
Hampton Woods Assisted Living	85364	Refund	1,010.50	Assessing Error
Harris, Bettie Lou	57546	Release	16.34	Listing Error
Harris, Katherine E & Thomas	128117	Release	371.28	Assessing Error
Harris, Reid V II	28039	Release	2.26	Listing Error
High, Eric Antonio	97630	Release	95.79	Listing Error
Kevin & Jacob Burgess Trucking LLC	126183	Release	14.50	Listing Error
Mccaskey, Ray	118458	Release	73.62	Listing Error
Mccaskey, Ray	118458	Refund	77.48	Listing Error
Moore, Geraldine	125226	Release	122.41	Listing Error
Moore, Geraldine	125226	Release	137.09	Listing Error
Phillips, Daniel T	109638	Release	8.10	Listing Error/taxp
Poythress, Gregory Roy	58218	Release	368.54	Listing Error
Robinson, Cecelia	92614	Release	79.71	Assessing Error
Robinson, Deborah	128380	Release	24.37	Listing Error
Shrader, Keith & Trenal	127588	Release	32.70	Assessing Error
Trustee Sec Bapt Creeksville	103566	Release	210.86	Assessing Error
TOTAL REFUNDS/RELEASES			\$ 3,644.72	

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

CBA/br

Cc: Board of Commissioners (7)
County Manager (1)
Clerk to Board (6)

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals

Motor Vehicle Refunds

DT: October 31, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$1,285.01** on twenty-three (23) 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 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.

RECOMMENDATION: That the Board of Commissioners approve the request for release or refund of the Ad Valorem Tax appeals submitted herewith in the amounts and for the reasons stated on the listings.

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE: _____

DECISION PAPER

TO: NORTHAMPTON COUNTY TAX ADMINISTRATOR
FM: Cathy B. Allen, Tax Administrator
RE: Appeal of Michael Harrington Discoveries of 1991 Scout 14ft Boat
DT: May 13, 2014

THIS IS A DECISION PAPER

PURPOSE: To obtain the Board's action regarding a request for release to discovery tax bills assessed to unlisted personal property.

FACTS: The last listing submitted by Mr. Harrington was in 2011. Since then, each year Mr. Harrington failed to submit a personal property listing or respond to the yearly discoveries for the years 2012 thru 2016, which was initiated by the Tax office. A discovery letter was mailed to Mr. Harrington for each of those years which provided thirty days to dispute the discovered value as per G.S. 105-312 (d) (4).

DISCUSSION: Mr. Harrington failed to provide a yearly listing of the fore stated personal property or denied ownership of said property within the statutory time frame of thirty days. Mr. Harrington stated the boat was moved to Virginia Beach in June, 2012. However, he provided no proof of the boat been registered or taxes paid in Virginia. Please see attached Virginia Beach requirement for registering a watercrafts.

CONCLUSION: The discoveries were done in accordance of G.S. 105-312.

RECOMMENDATION: That the Board denies the release of tax bills 13A116848.06.1 (\$19.69), 14A116848.06.1 (\$17.39), and 16A116848.06.1 (\$12.55).

Also, that the Board denies the refund of tax bill 15A116848.06.1 (\$13.20).



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

October 24, 2016

Harrington, Michael
4717 Windsing Dr
Apt 201
Virginia Beach, VA 23455

Ref: 91*Scout*14ft*Bt

Account: 116848

RELEASE : DENIED
REFUND:

Dear Taxpayer:

The Tax Administrator for the County of Northampton NC has denied your request for the **refund** or **release** adjustment on the 91*Scout*14ft*Bt for the years of 2012-2016.

Reason: Per informaton provided to the Northampton County Tax Dept. by you, the 91*Scout*Bt has never been registered with the Departmant of Game and Inland Fisheries in the state of Virginia and has not been listed there for taxes.

See attached sheet: Watercraft City of Virginia Beach

If you have any questions regarding this notice, please do not hesitate to call (252) 534-4461.ext 168

Sincerely,

BRENDA W RIDLEY
TAX ASSISTANT



▲ HURRICANE MATTHEW

For up-to-date information on city services/closures or to report property damage, please visit our Hurricane Matthew ([/residents/emergency-preparedness/Pages/storm-updates.aspx](https://residents/emergency-preparedness/Pages/storm-updates.aspx)) update page or call (757) 385-3111.

Watercraft

Since 2001 the personal property tax rate on "privately owned pleasure boats and watercraft used for recreational purposes only" was lowered to one millionth of one cent (\$0.000001) per \$100

The tax rate on all other boats remains \$1.50 per hundred dollars of assessed value by Virginia Beach City Ordinance 3232E.

What to do if you sell or move your watercraft

You must notify the Department of Game and Inland Fisheries or the US Coast Guard, if the vessel is documented, of any change in ownership or address of watercraft.

Methods of discovering watercraft

The Department of Game and Inland Fisheries and the US Coast Guard furnishes the Commissioner of the Revenue a list of all watercraft registered in our city as of January 1 each year. Taxes are based on ownership as of January 1 of the current calendar year. The watercraft does not have to be in the city on January 1 to be considered taxable for the whole year. If the watercraft is normally garaged, docked, or parked in the city, it has acquired a degree of permanency and is taxable for the whole calendar year. The City of Virginia Beach does not prorate taxes for watercraft.

CONTACT INFORMATION

Commissioner of the Revenue - Personal Property Taxpayers

☎ (757) 385-4487 (<tel:7573854487>)

✉ persprop@vbgov.com (<mailto:persprop@vbgov.com>)

📠 (757) 427-1802

To: CATHY B. ALLEN, TAX ADMINISTRATOR

From: Michael HARRINGTONAddress: 4717 Windings Dr.Apt 201Virginia Beach, VA 23455Account # 116848Telephone # 757 621-0053

Parcel # _____ PIN _____

Check Reason for error:

☐ My error in listing☐ Tax Dept. error in listing☐ Tax Dept. error in assessing☐ Land Records error*Notated on 2014 Bt List that
He No Longer had.*Notify Town ☐ NO ☐ YES If yes, town code _____I object to taxes on 91-5804-14 ft BoatBecause (give details) JUNE 2012 moved Bt to Va.MOVED BOAT OUT OF COUNTY TO VA BEACH, VA. Newer
register Bt in Va.And request that you appeal to the Northampton County Board of Commissioners on my
behalf to release or refund (CIRCLE ONE) tax in the amount of \$ _____

Taxbill #	Value	Levy	Fire	Penalty	For Refunds only Interest

Appeal received by _____

Signed: 

Taxpayer or Agent

10/13/16

Date

Approved by BOC _____

1 1

Release or refund by Taxpayer _____

1 1

Town notified by Collector _____

1 1

INTRODUCTION 101+1000

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals – Property Tax Relief – William Pittman & Betty Heirs

DT: August 26, 2016

PURPOSE: To obtain the Board's decision on whether Mr. Steven R. Pittman, son of William Pittman and Betty Heirs meets all the requirements to be eligible to receive a tax exclusion/exemption for 2016 on parcel 01-02088 known as the DC Clark Lots 16A 17.

FACTS: North Carolina excludes from property taxes a portion of the appraised value of a permanent residence owned and occupied by North Carolina residents aged 65 or older or totally and permanently disabled whose income does not exceed **\$29,500**. Income is defined as all moneys received from every source other than gifts or inheritances received from a spouse, lineal ancestor or lineal descendant. For married applicants residing with their spouses, the income of both spouses must be included, whether or not the property is in both names. (G.S. 105-277.1)

Mr. and Mrs. Pittman provided the assessor a copy of their 2015 income, which documented that their income exceeded the maximum amount allowed. Therefore, the application was denied and Mr. & Mrs. Pittman were notified by letter dated February 29, 2016. (See Attached)

CONCLUSION: The taxpayers did not meet all the qualifications to receive the elderly exclusion.

RECOMMENDATION: To deny the taxpayer's application for the elderly exclusion; their reported income exceeds the maximum allowance of \$29,500 for 2016.

Respectfully Submitted,
CATHY B. ALLEN
TAX ADMINISTRATOR

Action by the Board of Commissioners:

Approved _____

Denied _____

Other _____

Signature & Date: _____

To:

August 14 2017

Cathy Allen: Tax Administrator

Regarding Old Age/Disability/Disabled Veterans Exemption;
Account # 32959 Denial, Due to Taxpayer income,
over \$29,500 stated, which is my Brother, Steven R.
Pittman, Son of William & Bette Pittman, Now (Dec.)
and this wife Frances M. Pittman, My Brother &
this wife are on "disability". My Brother & she both
Require much medications, as He is in late stages
Alzheimer's with Parkinson Disease & she too suffers
from Major Depress & Fibromyalgia Disease. Both require
special doctors & many special needs. They are
living in my (our) Dad & Mom's house x 2 yrs now, to help
with not having, Having to pay high rent of a place
to live. Also so that I (Mitzi & Lee Cahoon) live near
them, I am no longer able to work due to having
to help them function "at best; daily. Please except
my "Written Request" to Cathy Allen Clerk of Board of
Equalization & Review. Contact # 252-532-3831-(Mitzi
Cahoon) For an appointment & notify me of Date & time
for a appearance before this Board of Equalization, Review.
Thank you; Kindly & Sincerely for help to present the need for
Mitzi Pittman

7-Nov-16				
AD VALOREM TAX APPEALS				
MOTOR VEHICLE REFUND ADJUSTMENTS				
NAME		ACTION	AMOUNT	REASON
Willie J Bishop Jr		Refund	\$34.59	Vehicle Totalled
Jeffrey L Blanton		Refund	\$4.29	Vehicle Sold
Mary J Carroll		Refund	\$259.86	Situs Error
Collen B Davis		Refund	\$36.13	Vehicle Totalled
Robert L Edmonds Jr		Refund	\$9.10	Vehicle Sold
Joseph C Edwards Jr		Refund	\$17.48	Vehicle Sold
Glover Contracting Inc		Refund	\$5.64	Vehicle Sold
Evans L Grant		Refund	\$72.38	Vehicle Totalled
Adren & Tracie Harrell		Refund	\$40.73	Vehicle Totalled
J S Cockes Garage		Refund	\$293.48	Over Assessment
Martha W Lassiter		Refund	\$61.20	Vehicle Totalled
Larry & Cynthia Lee		Refund	\$38.65	Reg out of state
Shirley J Lynn		Refund	\$15.20	Reg out of state
Tomika B Newsome		Refund	\$10.71	Situs Error
Donald A O'Connor		Refund	\$14.27	Vehicle Sold
Sarah E Peoples		Refund	\$13.53	Vehicle Sold
Teresa V Shearin		Refund	\$76.44	Vehicle Sold
Larry E Snow		Refund	\$1.99	Vehicle Sold
Nikita M Taylor		Refund	\$14.47	Vehicle Sold
Frances Warrington		Refund	\$40.64	Reg out of state
Roger A Watson Jr		Refund	\$193.34	Situs Error
Willie M Whitaker		Refund	\$6.96	Vehicle Sold
Charles F White		Refund	\$23.93	Vehicle Sold
TOTAL REFUND AMOUNT			\$1,285.01	
Respectfully submitted,				
CATHY B. ALLEN				
TAX ADMINSTRATOR				
CBA/epj				
CC: Board of Commissioners (7)				
County Manager (1)				
Clerk to Board (6)				

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Kathy S. Butler, Assistant Tax Administrator

RE: Appeal of Luther B. Culpepper

DT: July 20, 2016

THIS IS A DECISION PAPER

PURPOSE: To obtain the Board's action concerning the value assess to farm equipment.

FACTS: Mr. Culpepper is appealing the value of his 1991 IH 2044 4-Row Cotton Picker. His opinion of value is based on an offer of \$1,250 for junk. He also stated that he has had this cotton picker up for sale for four (4) years at a "reasonable price". No price was given.

Per the North Carolina Schedule of Values, farm equipment is adjusted using the A-8 schedule (See Attached). The lowest percentage allowed is 25 percent of the original cost of the equipment. The cotton picker was purchased in 1998 at the cost of \$51,000. Using this schedule, the cotton picker tax value for 2016 is \$12,750. Based on this value, the taxes will be \$126.76 which includes the F59 Fire District.

Based on an internet search, I found two (2) 1991 Case IH 2044 Cotton Pickers for sale. Both are located in Texas. Please see attached.

Mr. Culpepper has not provided any information showing the equipment is in poor condition and/or not functioning.

DISCUSSION: Please read Mr. Culpepper's letter for his explanation of his action. (See Attached).

CONCLUSION: The Tax Department is correct in its assessment using the A-8 Schedule set by the North Carolina Department of Revenue.

RECOMMENDATION: That the Board of Commissioners deny Mr. Culpepper's appeal.

Cc: dpculpepper

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____



Northampton County Tax Department

P. O. Box 637 • JACKSON, NORTH CAROLINA 27845 • 252-534-4461

FARM MACHINERY LISTING FORM, COMPLETE AND RETURN BY 2-20-2016
 LIST OLDEST EQUIPMENT LAST AND SIGN FORM ON REVERSE SIDE

LIST THIS EQUIPMENT WITH MY PARCEL NUMBER 06-020-5006-02050
LIST _____ PERCENT OF THIS EQUIPMENT IN THE TOWN OF _____

CULPEPPER, SARAH & LUTHER & A S
1185 NC 35 HWY
WOODLAND, NC 27897

JAN 2016

JAN 2010
Hampton Co
RECEIVED

ITEM OF EQUIPMENT	MODEL YEAR	MAKE	MODEL	YEAR PUR.	ITEM COST	TAX %	USE ONLY TAX VAL
tractor	05	CASE IH	181000	14	26000	77	20020
blade	04	Kimo		05	5000	25	1250
mower	00	Pomaha		13	8000	60	5280
Tractor	96	Casa	2240	04	25000	25	16250
Mower,	01	Remo		01	6000		1500
Strip-till	97	Ferguson		98	7000		1750
cotton picker 4 row	91	IH	2044	98	51200		4721500
tractor	91	IH	7120	95	50000		12500
sprayer	85	Buddick		85	1000		250
sprayer	75	IH	780	97	1000		250
planter picker 2 row	75	IH	Hunter	91	800		200
digger 4 row	75	Chambers	4 row	89	1000		250
tiller	72	IH	1000	78	10000		2500
limotor	72	kmc	4 row	80	900		225
baler	72	w/h		76	2000		500
combine	72	IH	715	76	4000		1500
& p trailers	72	Lumber		89	1200		550
oil	70	Pomaha		70	4000		1000
Chisel Plow	65	Gilkey		70	1500	V	375
disc	78	Oberg		13	300	77	231
						</	

CONTINUED ON BACK SIDE

TOTAL TAX VALUE THIS PAGE	
---------------------------	--

\$ 71081

NAME: CULPEPPER, SARAH & LUTHER & A S ACCOUNT NUMBER: 3904

May 11, 2016

I am appealing the value of a
91 IH 2044 cotton picker.

It has been for sale for 4 years
for any reasonable price. The only
offer I received was junk price \$1250.00

One newer - either a 2055 or 2155 - sold
at Hedspechts sale for \$1000. Two newer
ones were sold in Milwaukee 2 or 3 years ago
for \$1400 & \$1800.

Nobody wants a 25 year old cotton
picker.

I believe it is not worth anymore
than \$1250.00

Thank you,
John B. Cupp

[Home](#) [Equipment Values](#) [Subsc](#)

Welcome Guest

[Home](#)[Login](#)

Case IH 2044 for Sale

NEW LISTING

**1991 Case IH 2044**

Price : \$12,500.00 USD

Hours : 3567

HLAVINKA EQUIPMENT**800-460-7528**EAST BERNARD, TX 77435 | [See Map](#)

NEW LISTING

**1991 Case IH 2044**

Price : \$9,000.00 USD

Hours : 5683

HLAVINKA EQUIPMENT**800-460-7528**EAST BERNARD, TX 77435 | [See Map](#)

2016 Cost Index and Depreciation Schedules

[illegible]

Budget Amendments:

Ms. Leslie Edwards, Finance Director, appeared before Board to obtain approval of Budget Amendment #62 for Fiscal Year 2015-2016.

A motion was made by Robert Carter and seconded by Virginia Spruill that Budget Amendment #62 be adopted. **Question Called: All present voting yes. Motion carried.**

Bank Contract Renewal:

Ms. Leslie Edwards, Finance Director, appeared before Board to obtain approval of contract renewal for Southern Bank and approval of Positive Pay.

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the contract renewal for Southern Bank as well as ACH Filter and Positive Pay. **Question Called: All present voting yes. Motion carried.**

Vehicle Financing:

Ms. Leslie Edwards, Finance Director, appeared before the Board to obtain approval of a financing proposal submitted by Southern Bank for the financing of (5) Vehicles for FY 2015-2016.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve the financing proposal submitted by Southern Bank and staff to continue with the financing proposal. **Question Called: All present voting yes. Motion carried.**

Ms. Leslie Edwards, Finance Director, appeared before the Board to obtain approval of a financing proposal submitted by SunTrust for the purchase of (15) vehicles for FY 2016-2017.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve the financing proposal submitted by SunTrust for vehicle purchases for FY 16-17. **Question Called: All present voting yes. Motion carried.**

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

BUDGET AMENDMENT

DATE 06/30/16

JE-NO 62

GENERAL LEDGER					
ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	
				CREDIT	
				Legal	
114150	519200	1,097		Other Legal Services	
119910	599100			Contingency	1,097 00
				Transfer money from Contingency to	
				Legal Fund.	
		1,097	00		
					1,097 00

PREPARED BY Leslie Edwards

POSTED BY Mary Bradley

APPROVED BY [Signature] 11/2/14

DATE 10/31/16

BOARD APPROVED



NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

Leslie H. Edwards
Finance Officer

Bill Blanchard
MIS

DECISION PAPER

TO: Northampton County Board of Commissioners

FM: Leslie H. Edwards, Finance Officer

RE: Southern Bank Contract Renewal

DT: October 31, 2016

PURPOSE: To seek approval of contract renewal for Southern Bank and approval of Positive Pay Services and ACH Filter.

FACTS:

The original contract with Southern Bank was approved by the Board of Commissioners June of 2013, for a three year period.

DISCUSSION:

Monthly service fee charge will be \$300.00 per month. Also to initiate positive pay and ACH Positive Pay Services will be an additional cost of Positive Pay: \$35.00 and ACH Filter: \$30.00. These fees will not change in the three year period of the contract. Total annual contract will total \$4,380.00.

Positive Pay and ACH filter is a service that is offered to the county which will allow all outgoing checks and ACH's to be filtered. This will prevent fraudulent activity with our central depository.

RECOMMENDATION:

Respectively request the Board of Commissioners approve the contract renewal for Southern Bank as well as ACH Filter and Positive Pay.

COORDINATION:

County Manager

Concur: _____
Concur with Comment _____
Non-Concur _____



October 11, 2016

Northampton County
100 W Jefferson St
Jackson, NC 27845

Commitment Renewal from Southern Bank

Dear Leslie,

Thank you for the opportunity to extend the banking services for Northampton County. Southern Bank takes keen interest in the communities we serve and the County's is very important to us.

Southern bank will continue to provide the services and service features listed in the original commitment dated June 12, 2013 for a 3 year period. The County will pay a monthly service charge of \$300.00 for those services. In addition the County has requested to initiate Positive Pay and ACH Positive Pay services, we are pleased to offer these services to you at a reduced monthly cost of Positive Pay: \$35.00 and ACH Filter: \$30.00. We commit to maintain the pricing contained herewith for a period of three years from the date of your acceptance. Either party retains the right to terminate our relationship with 90 days' notice to the other, though we have never exercised this right with any public customer.

You have our personal commitments to provide you with excellent service, any time a need arises. I look forward to continuing to work with the County and please feel free to contact Meg Hall at 252-534-1156 or me at 252-599-1966 with any questions or concerns you may have.

Sincerely,

Sandy Davidson
Banking Officer
Cash Management Specialist I

To accept the terms and agreement, please sign an original copy and deliver to the Southern Bank Branch located at 208 West Jefferson Street Jackson, NC 27845.

Accepted:

Farina P. Green
Northampton County

Sandy Davidson
Cash Management

Chairman of Commissioners
Title

ACH BLOCK/FILTER SERVICE PRODUCT SCHEDULE

Southern Bank and Trust Company ACH BLOCK/FILTER SERVICE PRODUCT SCHEDULE

By signing this ACH Block/Filter Service Product Schedule ("Product Schedule") NORTHAMPTON COUNTY

("Customer") hereby requests Southern Bank and Trust Company ("Financial Institution") to provide the Service described in this Product Schedule. Customer agrees that this Product Schedule sets forth the terms and conditions pursuant to which Financial Institution will provide to Customer the Service outlined herein, and is entered into as a Product Schedule under the Business Online Banking and Master Cash Management Agreement ("Master Agreement"). Financial Institution and Customer agree that by executing this Product Schedule, Customer acknowledges receipt of and agrees to the terms of the Master Agreement. Terms not otherwise defined in this Product Schedule shall have the meaning ascribed to those terms in the Master Agreement. In the event of inconsistency between a provision of this Product Schedule, the Uniform Commercial Code (the "UCC"), the Master Agreement, and/or the Depository Agreement, the provisions of this Product Schedule shall prevail.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Customer, intending to be legally bound, do hereby agree as follows:

1. **Description of Service.** Subject to the terms and conditions of this Service Agreement, Financial Institution shall provide the Service to Customer, which allows Customer to authorize or block Automated Clearing House ("ACH") transfers to or from Customer's deposit accounts at Financial Institution. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a financial institution or between financial institutions according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Entry" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s). "Credit Entry" shall refer to any ACH Transaction which has the intended effect of depositing funds to Customer's demand deposit account(s). Customer acknowledges and agrees that by instructing Financial Institution to block designated ACH Entries, Financial Institution shall dishonor and return all such blocked ACH Entries.
2. **Transmitting and Processing ACH Block/Filter Instructions.** Customer, or its authorized representative or agent, shall provide ACH Block/Filter Instructions ("Operating Instructions"), attached hereto and made a part hereof as **Exhibit 1**, to Financial Institution. Amendments of the Operating Instructions shall be by such method and in such format as Financial Institution shall specify. Financial Institution shall process Operating Instructions received from Customer in accordance with the procedures and requirements set forth herein. Financial Institution shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Customer. Financial Institution shall not be obligated to process Operating Instructions unless all of Financial Institution's specified requirements and conditions have first been satisfied or waived by Financial Institution, in its sole and absolute discretion.
3. **Form of ACH Block/Filter Instructions.** Instructions may include any one or more of the following actions:
 - a) Customer may block all ACH Debit and/or Credit Entries on its Account(s) for a specified period of time.
 - b) Customer may authorize specified ACH Debit and/or Credit Entries to post against its Account(s) and block all others.
 - c) Customer may block all ACH Debit and/or Credit Entries to its Account(s) (i) greater than a specified amount, (ii) from specified accounts, (iii) Customer ID, and/or (iii) specified SEC Codes.
 - d) Customer may authorize specified ACH Debit and/or Credit Entries to post on a single or recurring occasion.

Operating instruction was not in fact authorized by Customer, provided Financial Institution has acted in good faith.

- c) If Customer believes the Security Procedures have been compromised or that confidential information regarding the use of this Service has become known to any individual who might initiate unauthorized Operating Instructions, Customer agrees to promptly notify Financial Institution to initiate such corrective action as might be necessary to prevent unauthorized access to the Service.
6. Pricing. Customer agrees to pay for the services described in this Service Agreement at the rates set forth in the Schedule of Fees attached hereto and made a part hereof as Exhibit 2. Customer's payment of such fees shall be at the time and in the manner as set forth in the Master Agreement.

This Product Schedule must be signed on behalf of Customer by an Authorized Customer Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

CUSTOMER:

NORTHAMPTON COUNTY

FINANCIAL INSTITUTION:

Southern Bank and Trust Company

By: Fannie P. Greene
(Signature)

Name: LESLIE EDWARDS

Title: FINANCE OFFICER

Date: 10/27/14

By: _____
(Signature)

Name: SANDY DAVIDSON

Title: BANKING OFFICER

Date: 10/11/2016

This Product Schedule must be signed on behalf of Customer by an Authorized Customer Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

CUSTOMER:

FINANCIAL INSTITUTION:

Southern Bank and Trust Company

By: Leslie H. Edwards
(Signature)

Name: Leslie H. Edwards

Title: Finance Officer

Date: 10/27/14

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

4. **Limit of Liability.**

- a) **Dispute over Return of ACH Debit Entry.** Customer acknowledges that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute the Financial Institution must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the National Automated Clearing House Association governing ACH transactions ("Rules"). Customer hereby indemnifies and holds Financial Institution, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the Service by Customer.
- b) **Identification of ACH Transactions to Block.** Customer and Financial Institution acknowledge that ACH transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of Financial Institution's ability to monitor for transactions which Customer desires to block. Financial Institution shall act in good faith to process Customer's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Customer in Operating Instructions, Financial Institution shall be held harmless for posting an ACH transaction to Customer's account and any dispute related to such a transaction shall be between Customer and the Originator of the transaction.
- c) **No Change in the Agreement Limits of Liability.** This Section 4 supplements the limits of Financial Institution's liability described in the Master Agreement, which remain in full force and effect without change.
- d) **Right to Suspend Services.** Without liability to any party, and without limiting any other right or remedy available to Financial Institution, Financial Institution shall be entitled to cease or suspend the Service, in whole or in part, in Financial Institution's sole and absolute discretion and with or without notice to Customer if Customer shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs Financial Institution's ability to provide or prevents Financial Institution from providing the Service.
- e) **Examination of Account Statements.** Nothing in this Service Agreement shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the Service provided to Customer hereunder. Financial Institution shall not be liable for any loss arising from Customer's failure to exercise due diligence.
- f) **Hold Harmless.** Customer shall accept liability to any party and hold the Financial Institution harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Customer's pay/return instructions.
- g) **Properly Payable Debit.** Any ACH Debit Transaction that is paid in accordance with the Service shall be considered properly payable and Customer agrees that Financial Institution shall have no liability to Customer for paying ACH Debit Transactions in accordance with the Service.

5. **Security Procedures.**

- a) In its sole and absolute discretion Financial Institution may elect to specify Security Procedures which relate to this Service. When such procedures are specified, Customer agrees that the purpose of the Security Procedures is to verify the authenticity of the Operating Instructions submitted to Financial Institution by Customer. Customer's continued use of this Service following receipt of any Security Procedure specifications from Financial Institution constitutes Customer's acceptance of the Security Procedure, Customer's acknowledgement that the Security Procedures are commercially reasonable, and Customer's agreement that all Operating Instructions communicated by Customer hereunder will comply with the Security Procedures.
- b) Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Operating Instructions, and to limit access to the ACH Block/Filter procedures to only those individuals whom Customer has authorized to act on their behalf with respect to this Service. Any Operating Instruction (including a request for cancellation, amendment, or reversal of an Operating Instruction) or other communication delivered to Financial Institution that purports to have been submitted or authorized by Customer in accordance with this Service Agreement shall be effective and binding upon Customer even if the

This Product Schedule must be signed on behalf of Customer by an Authorized Customer Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

CUSTOMER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FINANCIAL INSTITUTION:

Southern Bank and Trust Company

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

This Product Schedule must be signed on behalf of Customer by an Authorized Customer Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

CUSTOMER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FINANCIAL INSTITUTION:

Southern Bank and Trust Company

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

This Product Schedule must be signed on behalf of Customer by an Authorized Customer Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Product Schedule through their duly authorized officers on the dates indicated below.

CUSTOMER:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FINANCIAL INSTITUTION:

Southern Bank and Trust Company

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT 1

OPERATING INSTRUCTIONS

These Operating Instructions are part of the ACH Block/Filter Service Agreement and, unless otherwise stated, terms contained in these Operating Instructions shall have the same meaning as the terms in the ACH Block/Filter Service Agreement. The terms and conditions of these Operating Instructions shall control over any inconsistent terms and conditions of the Service Agreement.

1. CUSTOMER INFORMATION

Customer Name: NORTHAMPTON COUNTYAccount Number: 6813000240ACH Positive Pay ☒ACH Debit Block ☐

2. ACH DEBIT AUTHORIZATION

Customer authorizes the following companies to originate debit entries against the accounts listed above, with a minimum and/or maximum dollar amount per entry from each originator as indicated. If no companies are listed, Financial Institution shall block and return all ACH debits received. If no Minimum and/or Maximum Dollar amount is indicated, the Originator will be authorized to debit the account for any amount submitted. All ACH debits received from Originators, other than those listed, will be blocked and returned.

Originating ACH Customer ID Number	Originating Customer Name	Single or Recurring Debit	Minimum Amount	Maximum Amount	Expiration Date (mm/dd/yyyy)
8752044092	MERCHANT BNKCO	DEBIT			
1566000756	NCSU/PAYROLL	DEBIT			
2561542307	FLORES & ASSOCIA	DEBIT			
1561545517	NC DEPT OF REVEN	DEBIT			
3387702000	IRS	DEBIT			
8900469064	RETIREMENT GROW	DEBIT			
0004761550	iStream	DEBIT			
1411877307	DELUXE BUS SYS.	DEBIT			
6561545517	NC TREASURER	DEBIT			

CUSTOMER AUTHORIZATION AND ACCEPTANCE BY FINANCIAL INSTITUTION

Authorized Signature Jannie P. Greene Date: 10/27/10

Accepted by Financial Institution _____ Date: _____

EXHIBIT 1

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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

CUSTOMER AUTHORIZATION AND ACCEPTANCE BY FINANCIAL INSTITUTION

Authorized Signature _____ Date: _____

Accepted by Financial Institution _____ Date: _____

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Authorized Signature _____ Date: _____

Accepted by Financial Institution _____ Date: _____

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_____	_____	_____	_____	_____	_____

CUSTOMER AUTHORIZATION AND ACCEPTANCE BY FINANCIAL INSTITUTION

Authorized Signature _____ Date: _____

Accepted by Financial Institution _____ Date: _____

EXHIBIT 1

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CUSTOMER AUTHORIZATION AND ACCEPTANCE BY FINANCIAL INSTITUTION

Authorized Signature _____ Date: _____

Accepted by Financial Institution _____ Date: _____

EXHIBIT 2
SCHEDULE OF FEES

ACH Debit Block Fee: _____
ACH Positive Pay Fee: \$30.00 _____

2. *Information.* Each Check Issue Report must specify for each check issued since the last Report:
 - a) The serial number;
 - b) the exact amount in dollars and cents;
 - c) the date of issue;
3. *Response to Exception Check Report.* Customer shall notify the Bank in a Pay Request Or Return Request by 12:45 PM on the day Customer receives the Exception Check Report of its decision of whether to pay or return Exception Checks listed in the Exception Report. Pay and Return Requests shall be made through Business Online Banking from the individual(s) identified in this Agreement as authorized representatives of Customer to the Bank. Failure to make a timely Return Request or Pay Request will result in the Bank either paying or returning Exception Checks as provided in Section IV below. In the event of system outages, Customer may phone (1-855) ASK SBANK for assistance.

Section III – Bank Responsibilities

1. *Matching.* Upon receipt of Presented Checks, Bank will compare the serial number, dollar amount and date of issue on the MICR line of each check with information provided in Check Issue Reports.
2. *Payments, Reports.* On each banking day, Bank:
 - a) may pay and charge to the Authorized Account each Presented Check that matches by check number and amount a check shown in any Check Issue Report;
 - b) will provide to the Customer an Exception Check Report that indicates whether Bank has received any Exception Checks, and the check number and amount of each Exception Check with other information that Bank elects to provide; and
 - c) will send the Exception Check Report in the format and medium and to the place agreed to by the Bank by 9:30 AM EST on the next business day following the date on which the Exception Check was presented to the Bank.
3. *Exception Check Report.* Each Exception Check Report shall list Presented Checks received for which:
 - a) the serial number on the MICR encoding of the Presented Check does not match the number on the Check Issue Report;
 - b) the serial number on the Presented Check is a duplicate of a serial number on a previously Presented Check;

- c) the dollar amount on the MICR encoding of the Presented Check does not match the dollar amount on the Check Issue Report;
 - d) the Presented Check was previously paid;
 - e) the Presented Check is a duplicate of a previously presented check.
4. *Payment or Return.* Bank will pay or return Exception Checks as instructed by Customer. If Bank does not receive Customer's instruction through Business Online Banking by 12:45 PM on the day in which the Bank transmitted the Exception Check Report, Bank will pay or return the Exception Check(s) as directed in Section IV (Default Options) below.

Section IV – Default Options

IMPORTANT: Customer must CHECK a BOX below to instruct Bank what to do when Bank does not receive timely instructions from Customer about Exception Checks. If no box is checked then Bank is authorized to return Exception Checks at its option.

- ☒ **Return Default:** If Customer does not provide a proper Payment Request or Return Requests to Bank by 12:45 PM on the day Customer receives an Exception Check Report, Bank will return the check.
- ☐ **Payment Default:** If Customer does not provide a proper Payment Request or Return Request to Bank by 12:45 PM on the day Customer receives an Exception Check Report, Bank will pay the check and charge Customer's account appropriately.

Section V – Communications, Amendments, Payments, Liability

Communications. Customer will provide Bank with a list of Authorized Representatives. Bank may rely on any communication received from a person purporting to be an Authorized Representative. Pay (Issue) & Return Request Notification Method will be via Business Online Banking.

- 1. *Warranty.* The parties intend that a Check Issue Report, when provided to the Bank, shall constitute the Customer's signature for purposes of determining whether a check is properly payable. By providing the Check Issue Report to the Bank, the Customer warrants that all checks that match the information in the Check Issue Report are properly payable.
- 2. *Amending Customer and Bank Communications.* Customer or Bank, may revise communications provided for under this Agreement. Revised communications must:
 - a) repeat the original communication in its entirety including the revision, and may not take the form of a partial amendment;

- b) identify the original communication and make clear the fact and nature of the revision;
- c) be sent in the medium and arrive by the deadline and at the place provided in this Agreement for the original communication.

A proper revision will revoke the original communication.

3. *UCC Liability Provisions.* The liability provisions of N.C. Gen. Stat. § 25, Articles 3 and 4, shall govern this Agreement except where modified by this Agreement and other agreements of these parties affecting Customer's accounts with Bank.
4. *Wrongful Honor.* If Bank pays an Exception Check listed in an Exception Check Report, such payment shall be a "wrongful honor," unless: (i) Customer made a Pay Request in compliance with this Agreement, or (ii) Customer selected the Payment Default in Section IV above and did not make a Return Request in compliance with this Agreement. Where a wrongful honor occurs:
 - a) Bank will be liable to Customer only for the lesser of the amount of the wrongfully paid check, or the Customer's actual damages resulting from Bank's payment of the check;
 - b) Customer will be deemed to have no damages where honoring a check discharges for value an indebtedness of Customer;
 - c) Bank may not assert that Customer is liable for the amount of the wrongfully honored check on the grounds that the check was properly payable under N.C. Gen. Stat. § 25-4-401;
 - d) Bank may assert Customer's failure to exercise reasonable care under N.C. Gen. Stat. § 25-3-406(a) and 25-4-406(c), but Bank agrees that "wrongful honor" shall constitute failure to exercise ordinary care under the loss allocation provisions of those sections.
5. *Wrongful Dishonor.* If Bank dishonors a check either, (i) contrary to a Pay Request in compliance with this Agreement, or (ii) where Customer selected the Payment Default option under Section IV above and did not make a Return Request, then such dishonor shall be a "wrongful dishonor." Where a wrongful dishonor occurs:
 - a) Bank's liability for wrongful dishonor shall be limited to the types of damages contemplated and shall not exceed the amount of damages recoverable under N.C. Gen. Stat. § 25, Articles 3 and 4;
 - b) Bank shall in no event be liable for consequential or punitive damages;
 - c) Bank shall have no liability to Customer for wrongful dishonor where Bank, acting in good faith, returns an Exception Check:
 - (i) that it reasonably believed was not properly payable; or

- (ii) if there are insufficient available funds on deposit in the Authorized Account; or
 - (iii) if required to do so by the service of legal process or instructions of regulatory or government authorities or courts.
6. *Rightful Payment and Dishonor.* Where Bank honors an Exception Check as provided in this Agreement, (I) Customer may not assert that an Exception Check was not properly payable under N.C. Gen. Stat. § 25-4-401 or otherwise. Where Bank dishonors an Exception Check as provided in this Agreement, Customer may not assert that the dishonor was wrongful under N.C. Gen. Stat. § 25-4-402. Bank shall be deemed to exercise ordinary care whenever it rightfully pays or returns an Exception Check in compliance with this Agreement.
 7. *Faulty Information.* Bank will be liable for losses, other than consequential or punitive damages, proximately caused by its honor of a check that was not properly payable or its dishonor of a check that was properly payable if the honor or dishonor occurred: (I) because Bank was required by this Agreement to have shown the check on an Exception Check Report but failed to do so; or (ii) because Bank was required by this Agreement to have shown the check on an Exception Check Report but reported the wrong check number (unless Bank timely provides information that disclosed the error).
 8. *Assignment.* To the extent that Customer suffers a loss under this Agreement, Bank assigns to the Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under UCC §§ 4-207, 4-208 and 4-209.

Section VI – Governing Law

This Agreement shall be governed by the laws (excluding the law of conflicts) of the State of North Carolina and applicable federal law, as such laws may lawfully be modified by agreements of the parties, including this and other agreements of these parties affecting Customer's accounts with Bank. Provisions of other agreements between the parties which modify or displace provisions of the UCC shall be deemed to constitute the UCC as it applies to this Agreement.

Section VII – Other

1. *Fees; Payment.* Fees for this service will be debited from customer's designated depository account by the 7th business day of the following month. Please refer to Schedule A attached for fee schedule.
2. *Termination.* Either party may terminate this Agreement by notice to the other sent at least thirty (30) calendar days prior to the termination date specified in such notice. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all Presented Checks that have been presented to the Bank prior to the date of termination. Upon termination, if requested by Customer, Bank will provide Customer (or its representative) with copies of current Check Issue Reports in Bank's possession.

3. *Rules of Construction.* The following shall apply to this Agreement: *Severability.* If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. *Amendments.* The provisions of this Agreement may be amended only by agreement executed by both parties. *Assignments.* Subject to Paragraph 9, Section V above, neither party may assign or transfer any of its rights or obligations under this Agreement, but the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to Bank or to Customer, whether by merger, consolidation or otherwise. *Waiver.* The waiver by a party to this Agreement of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party. *Entire Agreement.* This Agreement is the entire agreement and understanding between the parties related to Bank's positive pay services as of the date hereof and it supersedes all prior agreements and understanding between the parties relating to positive pay services. *Headings.* Headings to sections of this Agreement or any Addenda are included for ease of reference and shall not be deemed to create rights, remedies, claims or defenses arising under this Agreement. *Beneficiaries.* This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

WHEREFORE, the undersigned, who say that they are duly authorized and intend to be contractually bound, have executed this Agreement on behalf of their organizations.

NORTHAMPTON COUNTY

Business Name	SOUTHERN BANK
Sign: <u>Fannie P. Greene</u>	Sign: _____
Print: <u>LESLIE EDWARDS</u>	Print: <u>SANDY DAVIDSON</u>
Title: <u>FINANCE OFFICER</u>	Title: <u>BANKING OFFICER</u>
<u>Chair,</u>	<u>Cash Management Department</u>
<u>Board of Comm. ss. mem.</u>	
Mailing Address:	Mailing Address:
PO BOX 663	
JACKSON NC 27845-0663	
	Attention: Cash Management Department
Email Address: <u>leslie.edwards@nhcnc.net</u>	Email Address: <u>sandy.davidson@southernbank.com</u>

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NORTHAMPTON COUNTY

Business Name	SOUTHERN BANK
Sign: <u>Fannie P. Greene</u>	Sign: _____
Print: <u>LESLIE EDWARDS</u>	Print: <u>SANDY DAVIDSON</u>
Title: <u>FINANCE OFFICER</u>	Title: <u>BANKING OFFICER</u>
<u>Chair,</u>	<u>Cash Management Department</u>
<u>Board of Comm. ss. mem.</u>	
Mailing Address:	Mailing Address:
PO BOX 663	
JACKSON NC 27845-0663	
	Attention: Cash Management Department
Email Address: <u>leslie.edwards@nhcnc.net</u>	Email Address: <u>sandy.davidson@southernbank.com</u>



NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

Leslie Edwards
Finance Officer

Bill Blanchard
MIS

DECISION PAPER

TO: Northampton County Board of Commissioners
FROM: Leslie Edwards, Finance Officer
RE: Vehicle Financing
DATE: October 31, 2016

PURPOSE: To seek approval to accept the financing proposal submitted by Southern Bank for the financing of (5) Vehicles for FY 15-16.

FACTS:

EMS, Sheriff and Soil and Water departments appeared before the board in 15-16 seeking approval of vehicle purchases. The board of commissioners approved financing through Southern Bank and during the transition of finance officers the loan was not completely executed. In order to move forward with the loan an updated approval from the Board of Commissioners is needed to close out the loan.

DISCUSSION:

Vehicles to be financed are the following:

2016 Dodge Charger – Sheriff	\$ 29,912.00
2016 Chevrolet Ambulance – EMS	\$139,000.00
2015 Chevrolet Ambulance – EMS	\$137,434.00
2016 Ford F350 – EMS	\$ 38,572.00
2016 Chevrolet	\$ 24,647.00
	<u>\$369,565.00</u>

RECOMMENDATION:

Respectively request the Board of Commissioners approve the financing proposal submitted by Southern Bank and staff to continue with the financing proposal.

COORDINATION:

County Manager

Concur: _____
Concur with Comment _____
Non-Concur _____



November 2, 2016

INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:

County of Northampton
PO Box 663
Jackson, North Carolina 27845
ATTN: Ms. Leslie Edwards, Finance Officer

OFFERED BY:

Southern Bank & Trust Company
116 East Main Street
Mount Olive NC 28365

TYPE OF CONTRACT: A municipal installment purchase contract structure with the Municipality responsible for all expenses related to the use of the vehicle/equipment/facility including taxes, insurance, and maintenance.

LOAN PURPOSE: To finance the purchase of a 2015 Chevrolet Ambulance, 2016 Dodge Charger, 2016 Chevrolet Ambulance, 2016 Ford F-350 and a 2016 Chevrolet Silverado for various departments.

LOAN AMOUNT: \$369,565.00

TYPE OF LOAN: Term Loan

INTEREST RATE: Interest will accrue on the outstanding principal balance of the loan at the rate of 2.49% per annum.

TERMS OF REPAYMENT: The loan will be payable in 3 consecutive annual payments of \$123,188.33 each plus accrued interest. The first payment will be due one year after the loan closes and each subsequent payment will be due on that same day every year. All unpaid principal and accrued interest will be due and payable at maturity.

LOAN ORIGATION FEE: None.

LATE CHARGES: We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

PREPAYMENT: The loan may be prepaid in part or in full at any time without penalty.

NON-APPROPRIATION/EARLY TERMINATION: The Municipality shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

TAX STATUS: The Municipality is qualified as a governmental entity within the meaning of Section 103 (A) of the Internal Revenue Code of 1954, as amended.

QUALIFIED TAX EXEMPT OBLIGATION: The Municipality will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

NORTH CAROLINA GENERAL STATUTE: The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

LOAN DOCUMENTS: The closing of the loan is contingent upon the proper execution and delivery of all the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

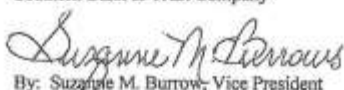
FEES AND EXPENSES TO COUNTY: All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the County's responsibility.

LOAN CLOSING COSTS: The municipality will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

PROPOSAL AND CONDITIONS: This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before December 30, 2016. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless it is accepted in writing and the acceptance is received by the undersigned on or before November 8, 2016.

Southern Bank & Trust Company


By: Suzanne M. Burrow, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

County of Northampton, North Carolina

By: _____

Title: _____

Date: _____



NORTHAMPTON COUNTY

Finance Department & Management Information Systems

Post Office Box 663

Jackson, North Carolina 27845

Finance Telephone (252) 534-1536 or (252) 534-5301

MIS Telephone (252) 534-6171

Fax (252) 534-1239

Leslie H. Edwards
Finance Director

Bill Blanchard
MIS

DECISION PAPER

TO: Northampton County Board of Commissioners

FM: Leslie Edwards, Finance Officer

RE: Vehicle Financing

DT: October 31, 2016

PURPOSE: To seek approval to accept the financing proposal submitted by SunTrust for the purchase of the following Vehicles:

QTY	DESCRIPTION	COST EACH	TOTAL
2	2017 F150 Super Cab Short Bed 4x2	\$23,800.00	\$47,600.00
1	2017 Ford Expedition 4x4	\$34,718.00	\$34,718.00
2	2017 F150 Super Cab Short Bed 4x4	\$26,823.00	\$53,646.00
1	2017 F150 Crew Cab Short Bed 4x2	\$26,389.00	\$26,389.00
1	2017 F250 Regular Cab 4x2	\$23,696.00	\$23,696.00
1	2017 F150 Regular Cab 4x2	\$22,544.00	\$22,544.00
3	2017 Dodge Charger RWD 5.7L Hemi Patrol Cars Marked w/Uplift	\$36,500.00	\$109,500.00
1	2017 Dodge Charger RWD 5.7L Hemi Patrol Car Marked Unit w/o camera	\$31,500.00	\$31,500.00
1	2017 Dodge Charger RWD 5.7L Hemi Patrol Car Unmarked w/o camera	\$30,000.00	\$30,000.00
1	2017 Dodge Durango SSV V8 RWD w/Uplift w/o camera	\$34,526.00	\$34,526.00
1	2017 Ambulance	\$145,000.00	\$145,000.00
GRAND TOTAL			\$559,119.00

FACTS:

The above vehicles were approved during the budget work session for FY 2016-2017.

The following institutions were sent invitation to bid on financing the vehicles:

PNC Bank, Raleigh, NC
 Southern Bank, Jackson, NC
 Sun Trust, Atlanta, GA

DISCUSSION:

Funding proposals were received from two of the institutions with the lowest being SunTrust which is listed below:

Total to Finance:	\$559,119.00
Terms:	Three (3) years (as requested)
Interest rate:	1.57%
No. of Payments	Three (3) annual
Payment amount	\$189,283.74 principal plus interest

Financing proposal attached.

No bids were received from PNC after invitations to bid were sent to the Institutions.

RECOMMENDATION:

Respectively request the Board of Commissioners approve the financing proposal submitted by SunTrust for vehicle purchases for FY 16-17.

COORDINATION:

County Manager

Concur: _____
 Concur with Comment _____
 Non-Concur _____



SunTrust Equipment Finance & Leasing
Corp.
1155 Peachtree Street, NE, 9th Floor
Atlanta, GA 30309
Tel 404.688.4751
Fax 404.230.5550
dennis.mcdermott@suntrust.com

October 24, 2016

Leslie H. Edwards
Finance Officer
Northampton County, NC

RE: Request for Proposal

Dear Ms. Edwards:

SunTrust Equipment Finance & Leasing Corp. is pleased to present to you a financing proposal for various equipment as highlighted in your Request for Proposal. The terms and conditions of our proposal are outlined on the attached Summary of Terms and Conditions.

This proposal is provided solely as a response to your request. Neither the delivery of this proposal nor your acceptance thereof represents a commitment from SunTrust Equipment Finance & Leasing Corp. or any of its affiliates to extend financing. This proposal is intended as an outline of certain of the material terms of the financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documents for the financing contemplated hereby.

This proposal should not be construed as advice or a recommendation to you with respect to structure, timing, terms or any other matters relating to the proposed financing. We are not acting as your adviser in connection with the proposal, but solely for our own interests. You should discuss this proposal with any and all internal and external advisors and experts you deem appropriate before acting on it.

Sincerely,

A handwritten signature in black ink, appearing to read "DMM", over a horizontal line.

Dennis M. McDermott
Director

AGREED TO AND ACCEPTED BY:

(Name) _____

(Title) _____

SUMMARY OF TERMS AND CONDITIONS

Lessee:	Northampton County, NC ("Lessee").
Lessor:	SunTrust Equipment Finance & Leasing Corp. ("Lessor").
Property Subject to Lease:	Various vehicles (the "Property").
Maximum Principal Component:	\$559,119
Interest Rate:	1.57% (the "Interest Rate")
Lease Term:	Three (3) annual payments in advance or arrears (the "Term")
Anticipated Commencement Date:	December 1, 2016
Payment Frequency:	Annually. Based on the anticipated commencement date identified above, a proposed payment schedule is attached.
Structure:	<p>Lease/purchase financing under a Master Lease/Purchase Agreement and an Equipment Schedule (the "Agreement"). Rental payments will be subject to annual appropriation.</p> <p>Lessee will be responsible for all costs and expenses associated with operation, maintenance, taxes and insurance.</p>
Security:	A security interest in the Property.
Prepayment:	Prepayable in whole on any payment date at a premium of 3% of the amount prepaid.
Issuance Costs:	Lessee will pay a documentation fee of \$250.
Tax Status:	<p>The Interest Rate has been established on the assumption that Lessee is a state or political subdivision within the meaning of Section 103 of the Internal Revenue Code, and that therefore interest will be exempt from federal income tax. Lessee will make customary representations, warranties and covenants to establish and maintain the exemption. If qualified, Lessee will designate the Agreement as "bank qualified." If the interest component of rental payments is determined to be taxable, Lessee will pay Lessor on demand such amounts (including additional interest, fines, penalties</p>

	and other additions to tax) as will restore to Lessor its contemplated after-tax yield on the financing.
	The Interest Rate will be subject to upward adjustment during the Term if the federal corporate income tax rate is reduced (or the benefit of the interest income exclusion capped) to account for the reduced value of the interest income exclusion to Lessor.
Opinions:	<p>Lessee will deliver an opinion of its counsel in form and substance satisfactory to Lessor.</p> <p>All opinions shall expressly provide that successors and assigns of Lessor may rely on them.</p>
Documentation:	Lessor's standard form documentation, which such proposed changes as Lessor may approve in its sole discretion.
Funding:	<p>An escrow account at SunTrust Bank will be established to hold the financing proceeds. Monies in escrow will be disbursed from time to time, upon delivery of documentation specified in the escrow agreement and approval of Lessor, to pay costs of the Property. Lessee will pay a \$250 fee for the account set up and administration. The fee will be paid for out of the escrow earnings. However, in the event the escrow account does not earn sufficient interest to pay the escrow fee, the Lessee agrees to pay the shortfall amount. Any excess interest earnings above \$250 will be for the benefit of the Lessee.</p> <p>If Lessee intends to be reimbursed for any equipment cost associated with the Agreement, intent for reimbursement from the proceeds of the Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.</p>
Market Disruption:	Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this proposal, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, Lessor may modify the indicative pricing described above.
Credit Approval:	This proposal is subject to credit approval.
Proposal Expiration:	This proposal expires on October 31, 2016, if not awarded to Lessor by a written notification on or before that date. The Interest Rate is subject to change based on the two (2) year

swaps rate until the financing is awarded to the Lessor. Upon award, Lessor will set the Interest Rate and honor the quoted rate for a closing on or before December 2, 2016.

11/2/2016

Northampton County, NC, 10_16.xlsx

Loan Amortization

----- Single Loan -----

Customer.....Northampton County
 Opportunity.....2016 Equipment
 Quote #06311-01.....Fixed - Muni Loan - Feb 2016
 Average life.....1.504 years
 Average rate.....1.57000000%

date	starting balance	takedowns	debt service	interest	principal	ending balance	prepayment price
12/1/2016	-	559,119.00	189,283.74	-	189,283.74	369,835.26	NA
12/1/2017	369,835.26	-	189,283.74	5,806.41	183,477.33	186,357.92	191,948.66
12/1/2018	186,357.92	-	189,283.74	2,925.82	186,357.92	-	-
total		559,119.00	567,851.23	8,732.23	559,119.00		

SuperTRUMP Page 1 Ivory Consulting Corporation



November 2, 2016

INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:

County of Northampton
PO Box 663
Jackson, North Carolina 27845
ATTN: Ms. Leslie Edwards, Finance Officer

OFFERED BY:

Southern Bank & Trust Company
116 East Main Street
Mount Olive NC 28365

TYPE OF CONTRACT: A municipal installment purchase contract structure with the Municipality responsible for all expenses related to the use of the vehicle/equipment/facility including taxes, insurance, and maintenance.

LOAN PURPOSE: To finance the purchase of 15 vehicles outlined in the County's Request for Financing dated October 19, 2016.

LOAN AMOUNT: \$559,119.00

TYPE OF LOAN: Term Loan

INTEREST RATE: Interest will accrue on the outstanding principal balance of the loan at the rate of 2.49% per annum.

TERMS OF REPAYMENT: The loan will be payable in 3 consecutive annual payments of \$186,373.00 each plus accrued interest. The first payment will be due one year after the loan closes and each subsequent payment will be due on that same day every year. All unpaid principal and accrued interest will be due and payable at maturity.

LOAN ORIGATION FEE: None.

LATE CHARGES: We will assess a late payment charge of 4% of the unpaid balance of any payment which is at least 15 days past due.

PREPAYMENT: The loan may be prepaid in part or in full at any time without penalty.

NON-APPROPRIATION/EARLY TERMINATION: The Municipality shall exercise its best efforts to obtain annual appropriations to meet fiscal year installment sale payments. The contract may be terminated without penalty, in the event of non-appropriations.

TAX STATUS: The Municipality is qualified as a governmental entity within the meaning of Section 103 (A) of the Internal Revenue Code of 1954, as amended.

QUALIFIED TAX EXEMPT OBLIGATION: The Municipality will certify that the contract will be designed as a qualifying obligation under the \$10,000,000 small issue exemption as described within Section 265b3 of the Tax Reform Act of 1986.

NORTH CAROLINA GENERAL STATUTE: The contract / installment sale will conform to the requirements of North Carolina General Statute 159, article 8, 160A-20.

LOAN DOCUMENTS: The closing of the loan is contingent upon the proper execution and delivery of all the loan documents the Bank believes are reasonably appropriate or required for this loan transaction (the "Loan Documents"). The Bank, in its sole discretion, will determine the form, terms and conditions of the Loan Documents. The Loan Documents routinely used in connection with loan closings include the note, security instruments (to include deeds of trust, security agreements, pledges, assignments, financing statements, etc.) and various verifications/certifications. At the present time, the Bank has not identified all of the Loan Documents which it may require in connection with this loan transaction.

FEES AND EXPENSES TO COUNTY: All attorneys' fees including local counsel, bond counsel and Bank's counsel, stamps, taxes, recording fees, survey, appraisal, environmental impact certification and expenses will be the County's responsibility.

LOAN CLOSING COSTS: The municipality will be responsible for the payment of all costs and expenses incurred in connection with the closing of this loan, regardless of whether the loan actually closes.

PROPOSAL AND CONDITIONS: This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before December 30, 2016. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless it is accepted in writing and the acceptance is received by the undersigned on or before November 8, 2016.

Southern Bank & Trust Company

Suzanne M. Burrow

By: Suzanne M. Burrow, Vice President

The foregoing proposal is accepted and approval of rate and funding is requested:

County of Northampton, North Carolina

By: _____

Title: _____

Date: _____

Contract for Luther Culpepper:

Mrs. Sheila Evans, Department of Social Services, Director, appeared before the Board to obtain approval of a contract with Attorney Luther Culpepper.

A motion was made by Joseph Barrett and seconded by Virginia Spruill to approve the contract for Attorney Luther Culpepper for DSS services. **Question Called:** *All present voting yes.*
Motion carried.

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

STATE OF NORTH CAROLINA

COUNTY OF NORTHAMPTON

CONTRACT FOR LEGAL SERVICES

THIS CONTRACT made and entered into on this the ____ day of _____, 2016, by and between Northampton County, North Carolina, party of the first part, and Luther Culpepper, attorney at law, party of the second part:

WITNESSETH:

WHEREAS, the party of the first part desires to employ said party of the second part as their attorney for the Northampton County Department of Social Services and Child Support Enforcement Agency upon the following terms; and

WHEREAS, the parties hereto agree as follows:

1. This contract shall begin _____, 2016, and unless sooner terminated by thirty (30) days notice of either party, with or without cause, shall exist and continue indefinitely.
 2. The party of the second part agrees to represent the Northampton County Child Support Enforcement Agency in Northampton County District Court, which representation shall include preparing, reviewing, and filing all pleadings and attending all hearings in both Motions Court and Contempt Court, with the legal discretion to try, negotiate, settle, or dismiss matters.
 3. The party of the second part agrees to also represent the Child Protective Services Unit of the Northampton County Department of Social Services in Northampton County District Court in all juvenile matters which representation shall include preparing, reviewing, and filing all pleadings and attending all hearings of non-secure custody, petitions, adjudications, dispositions, permanency planning, and termination of parental rights cases, as well as handling appellate issues, with the legal discretion to try, negotiate, settle or dismiss matters.
 4. The party of the second part also agrees to represent the Adult Protective Services Unit of the Northampton County Department of Social Services before the Northampton County Clerk of Superior Court and in Northampton County District Court, which representation shall include preparing, reviewing, and filing all pleadings and attending all hearings of incompetency, protective services, and guardianship with the legal discretion to try, negotiate, settle, or dismiss matters.
 5. That in addition to the duties of the party of the second party enumerated in Paragraphs 2, 3, and 4, the duties of the party of the second party also include:
-

- Preparing for court, including preparing examinations and cross-examinations, issuing subpoenas, preparing social workers and witnesses including foster children and prospective guardians for testimony, and meeting with the Director, Supervisors as well as other attorneys to discuss cases;
 - Drafting, filing and distributing all court orders;
 - Appearing on behalf of Child Protective Services and individual social workers in other counties on subpoenas;
 - Reviewing and compiling records as requested and filing motions to quash production of records or witnesses;
 - Seeking writs when necessary;
 - Attending training sessions and workshops to remain current in knowledge of policy and court decisions affecting Child Support, Child Protective Services, and Adult Protective Services;
 - Advising the Director on legal matters related to Child Support, Child Protective Services and Adult Protective Services; and
 - Performing other related duties as assigned.
6. The party of the second party further agrees to maintain such records as are required by the party of the first party, to make said records available for federal or state audit as required, and to make financial, statistical and program progress reports as are required by federal or state law.
7. The party of the second part, for his services as defined by this contract, shall be paid the sum of eighty (\$80.00) dollars per hour. Such hourly rate shall encompass all expenses, including but not limited to salary, supplies, office space, heating, maintenance for office space, telephone service, long distance telephone calls and travel. The party of the second part is not to be reimbursed for any extraordinary expenses incidental to performing the services included in this contract; except that the party of the first part agrees to pay all court costs and filing fees which are required to be paid in conjunction with the services provide by the party of the second part under this contract. Further the Director may authorize payment of tuition for any seminar, training session, or workshop as the Director may deem necessary.
8. To the extent allowed by law, the party of the first part shall indemnify, defend and hold harmless the party of the second part from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work described in this contract. Notwithstanding the foregoing, any and all indemnification obligations of the party of the first part shall be limited exclusively to including the party of second part within its liability insurance coverage which may be in effect and any corresponding insurance defense provided by such insurance policies. It is the mutual intent of the parties that any claims arising from the performance of the party of the second part's duties hereunder be covered solely by liability
-

insurance coverage held by the party of the first part, and that the party of the first part shall have no independent indemnification responsibilities above and beyond the provision of coverage under its existing insurance policies.

9. When a conflict of interest arises for the party of the second part, said party shall notify the appropriate Supervisor and the Director. In all cases, referral shall be made to another attorney with whom the party of the first part has contracted for secondary employment for the provision of legal services when conflict arises.

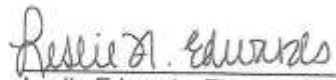
IN TESTIMONY WHEREOF, said parties have executed this contract and same shall be in full force and effect from the date first written above.

Fannie P. Greene, Chair
Northampton County Board of
Commissioners

Shelia Manley Evans, Director
Northampton County Department
of Social Services

Luther Culpepper
Attorney at Law

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



Leslie Edwards, Finance Officer
Northampton County

Request Date and Time for a Public Hearing-Revolving Loan Fund Program:

Mr. Gary Brown, EDC Director, appeared before the Board to request a Public Hearing date and time for the Revolving Loan Fund Program.

Chairwoman Greene asked the Clerk, Komita Hendricks, for a date and time. Ms. Hendricks gave the date and time of November 21, 2016 at 6:20 pm.

A motion was made by Robert Carter and seconded by Joseph Barrett to set the date and time of November 21 at 6:20 pm for a Public Hearing for the Revolving Loan Fund Program. **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: Gary Brown, Northampton County Economic Development Commission

Date: October 28, 2016

Subject: Request for Public Hearing Related to Participation in the Northampton County Revolving Loan Fund Program by BM Carolina LLC .

PURPOSE:

The Northampton County Economic Development Commission requests the Northampton County Board of Commissioners establish a date and time for the conduct of a Public Hearing for the purpose of receiving and considering comments related to an application from BM Carolina LLC (Mr. Weldon M. Myers principal, hereinafter the Company) for participation in the Northampton County Revolving Loan Fund Program (hereinafter the Program).

Subsequent to the Public Hearing and review of materials included in the Program loan application to the satisfaction of staff and the Northampton County Board of Commissioners (hereinafter the Board), the Board may act upon the application or may defer action to a future date.

FACTS:

1. The Company has submitted an application for a Program loan in the amount of \$140,000 with a five (5) year term at a current prime rate of 3.75%.
 2. BM Carolina LLC is the principal of T & T Barbecue LLC and Gold Rock BBQ Inc. with the flagship property branded as Chicken and Barbeque (hereinafter CCB).
 3. The Company seeks participation in the Program to finance the acquisition of and improvements to the property located at located at 128 West Jefferson Street, Jackson, NC (formerly the Bay Sire Winery, Bistro and Alehouse. Upon acquisition of the property, the Company intends to operate a restaurant at that location under the CCB brand name. At the subject location, the Company anticipates investing \$290,000+ and the employment of of fourteen (14) full-time employees and up to fifteen (15) part-time employment positions.
-

Decision Paper
 Public Hearing Related to NCRLF Program Application by BM Carolina LLC.
 October 28, 2016
 Page 2

RECOMMENDATION:

NCEDC staff recommends the Northampton County Board of Commissioners establish a time at the regularly scheduled meeting of the Board on November 21, 2016 for the conduct of a public hearing to consider the application of the Company to participate in the Northampton County Revolving Loan Fund Program.

ROUTED FOR CONCURRENCE/COMMENT TO:

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly Turner 11/2/16 Non-Concur: _____

Comment: _____

Mr. Scott McKellar, Northampton County Attorney

Concur: _____ Non-Concur: _____

Comment: _____

Ms. Leslie Edwards, Northampton County Finance Director

Concur: Leslie A. Edwards 11/2/16 Non-Concur: _____

Comment: _____

Request for Renovation to Courthouse:

Ms. Kimberly Turner, County Manager, appeared before the Board on behalf of the Courthouse Safety Committee for renovation to Courthouse for security purposes.

Judge Branch stated before making a change you must assess the need first. Judge Branch mentioned that this courthouse is the most unsafe one in our district. She also stated that they are doing other safety precaution that doesn't cost the County money like active shooter drills and fire drills.

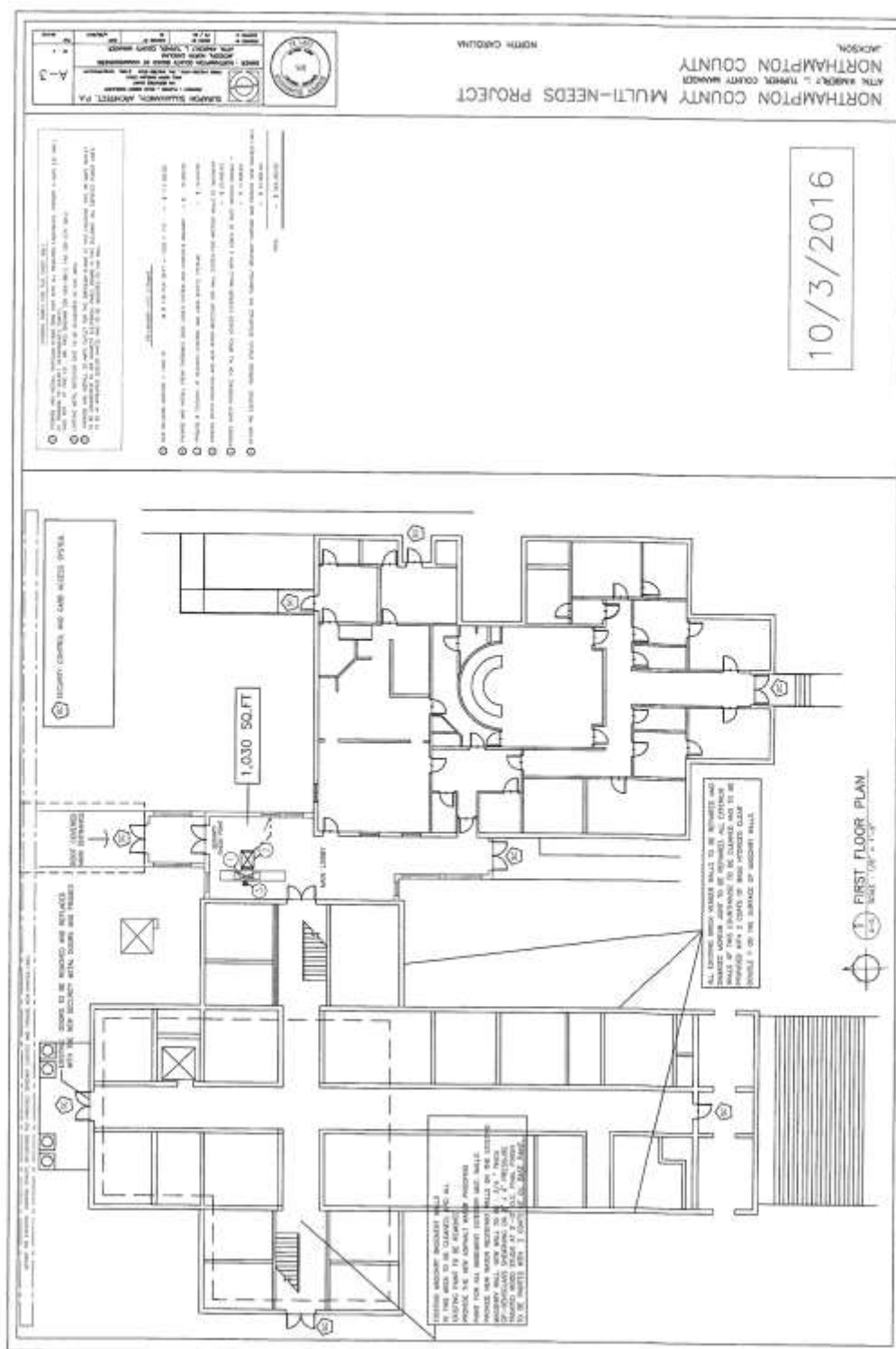
The Board directed the County Manager to bring back a financing proposal for the renovation of the courthouse and the renovation of the Old DSS building for a decision.

Management Matters:

Ms. Kimberly Turner, County Manager, introduced Mrs. Diane Hale, Veterans/Safety Officer, as a new employee.

Ms. Kimberly Turner, County Manager, presented a resolution to the Board for Squire Road for relocating the county's water line so the road can be maintained by DOT.

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



Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard

Chairwoman Greene called for Board Comments.

None were heard.

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

A motion was made by Chester Deloatch and seconded by Joseph Barrett to enter in closed session for the purpose of G.S. 143-318.11 (a)(4) and G.S. 143-318.11 (a)(6) . **Question Called: All present voting yes. Motion carried.**

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

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

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

Komita Hendricks, Clerk to the Board
"r.m. 11-07-16"

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 2

Agenda Time: 6:00 pm

Presenter and/or Subject Matter:

Approval of Closed Session Minutes for November 7, 2016 (omitted)

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 3

Agenda Time: 6:00pm

Presenter and/or Subject Matter:

Approval of Agenda for November 21, 2016

Komita Hendricks

3 Approval of Agenda for November 21, 2016

The Northampton County Board of Commissioners will meet in Regular Session on Monday, November 21, 2016 at 6:00 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Street, Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

<u>TAB</u>	<u>TIME</u>	<u>DESCRIPTION</u>
	5:50	Agenda Work Session
1	6:00	Approval of Regular Meeting Minutes for November 7, 2016
2		Approval of Closed Session Minutes for November 7, 2016
3		Approval of Agenda for November 21, 2016
4	6:05	Public Hearing-Rezoning Mr. William Flynn, Zoning Director
5	6:15	Mr. Andy Smith, Health Department Director OTC Services
6	6:20	Public Hearing- Northampton County Revolving Loan Fund Mr. Gary Brown, EDC Director
7	6:30	Mr. Gary Brown, EDC Director Approval/Acceptance of Real Property
8	6:40	Ms. Leslie Edwards, Finance Director Budget Amendments
9	6:50	Ms. Kimberly Turner, County Manager Management Matters
10	7:00	Citizens/Board Comments
11	7:30	Closed Session G.S. 143-318.11 (a)(3)- County Attorney's Report
12	7:40	Closed Session G.S. 143-318.11 (a)(6)- Personnel
	7:45	Adjourn

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 4

Agenda Time: 6:05 pm

Presenter and/or Subject Matter:

Public Hearing-Rezoning

Mr. William Flynn, Zoning Director

Komita Hendricks

4 Public Hearing-Rezoning

DECISION PAPER

TO: The Northampton County Board of Commissioners
FROM: William Flynn, Northampton County Planning and Zoning Director
DATE: November 21, 2016
SUBJECT: Re-zoning request, Lewis Belmont Properties, LLC - Bill Futrell

PURPOSE:

The purpose of this public hearing is to receive and consider public input regarding a re-zoning request that, if granted, will change the zoning designation of 1123 acres from Agricultural Residential Watershed-1 (AR-1) to Agricultural-Residential (AR).

FACTS:

1. The property is listed as being 1123 acres in size.
2. It is located on the south side of NC 46 approximately ¼ mile southeast of the intersection of NC46 and SR-1214 (River Road)
3. The property is currently zoned as Agricultural – Residential Watershed 1 (AR-1).
4. Historically the property has been used as a timber farm.
5. This request was given a favorable recommendation by the Northampton County Planning Board.

DISCUSISON:

When trying to determine the viability of a re-zoning request, there are several things that need to be discovered and discussed during the public hearing. The following items must be considered in any re-zoning decision:

RELATIVE SIZE OF THE PROPERTY

The property proposed for re-zoning is a very large parcel of land at 1123 acres and is the largest parcel in the area in which it is located. Most of the surrounding properties range from approximately ten (10) acres to approximately seventy (70) acres with a few small residential lots scattered throughout.

BENEFITS AND DETRIMENTS

This is a breakdown of who may benefit if the property is re-zoned and who may be harmed if it isn't. This family owned parcel of land that is being proposed for re-zoning has been operated for many years as a tree farm. A large portion of the trees on the property have been harvested in the recent past. If the property is re-zoned, it appears that the only ones that would benefit are the current property owners. This would be because it would add one permitted use to the lists of uses thereby giving them more options in which they may use the property. If the property owner benefits, do the nearby property owners suffer in any way? Maybe, while there is only one additional permitted use between the two districts, there are several more conditional uses and special uses that may be allowed in an AR district versus an AR-1 district. Therefore, the overall AR uses might be a bit more overwhelming than what the residents in an AR-1 district are used to handling. I'll speak more on this later.

Who may be harmed if the property isn't re-zoned? It is easy to see that the property owners may have more restrictions with what they can do with their property thereby slightly limiting the development options of this property. However, that is one of the specific purposes of a zoning ordinance. It should be used to prohibit, or allow, certain uses in specific areas of the County that have been previously designated or approved by the Board of Commissioners. Property owners aren't guaranteed the highest and best use of their properties, only reasonable use. The fact that this property has been successfully used as a tree farm for years is a testament to reasonable use of the property. It isn't likely that the adjoining owners will be

harmed in anyway if the property isn't re-zoned because things will stay as they are and have been since the adoption of county-wide zoning in January 1994.

DISPARITY OF USES:

The purposes of this section are to take a look at the differences between the current zoning district and the proposed zoning district. There is a list of uses for both districts attached to this paper for comparison but I will quickly show the difference in number of uses between the districts.

Agricultural Residential Watershed-1	Permitted Uses – 13
	Conditional Uses – 22
	Special Uses – 3
Agricultural Residential	Permitted Uses – 13
	Conditional Uses – 27
	Special Uses – 14

It's obvious that the differences in permitted uses, from a numerical standpoint, are even but where the real changes take place is in the Conditional and Special Use category. Typically the permitted uses between these two districts are similar in level of community impact. It's nearly the same with the Conditional Uses. However, there is a very large difference between the two districts where Special Uses are concerned. And rightfully so, as Special Uses are typically uses that tend to be more disruptive to the community. These types of uses usually bring more noise, traffic, smells, etc to districts that aren't accustomed to such things. Sometimes they pose a greater possibility of damaging the environment as well. Having the potential to allow some of these uses in an area that is supposedly more restricted to protect the watershed, hence the watershed designation may not be the best option for the community or environment.

COMPATIBILITY WITH THE LAND USE PLAN:

For years we have used the zoning ordinance and the zoning map as a guide for land use in Northampton County. The property in question and the adjoining properties are either zoned as AR-1 or AR-2. There are a few parcels north of the subject parcel that are zoned AR. It is obvious that the intent for the Watershed designation of these properties is to protect the environment/watershed by limiting the uses on these properties. Properties in our AR-1 and AR-2 zoning districts tend to be more densely populated therefore by re-zoning the property to AR, a greater number of citizens may be exposed to more noxious uses in a more condensed space than the same use in a less densely populated area located in an AR district. Changing the designation of this parcel in an area that is predominantly AR-1 or AR-2 probably doesn't fit with the land use plan for the County.

CONCLUSION:

This is a very large parcel of land located near the dam separating Gaston Lake and the Roanoke Rapids Reservoir. The property is currently zoned Agricultural Residential Watershed 1 (AR-1) and the owners are petitioning to have the zoning changed to Agricultural Residential (AR). It appears that the only party that stands to benefit from this rezoning action would be the property owners. Also, there is a large difference of Special Uses allowed between each district. The surrounding properties are predominantly zoned with some sort of Watershed designation thereby indicating that they are purposefully protected from the most noxious of uses typically allowed in AR districts as Special Uses.

On the face of things, it would appear that there isn't much difference between AR districts and AR-1 zoning districts however, digging deeper into the types of uses that require public hearings, it is clear that there is an attempt to keep most of the Special Uses that may be permitted in an AR zoning district out of an AR-1 zoning district. This is most likely due to trying to protect the environment and making an attempt to lessen the negative impact on the more densely populated areas.







NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 5

Agenda Time: 6:15pm

Presenter and/or Subject Matter:

Mr. Andy Smith, Health Department Director

OTC Services

Komita Hendricks

5 OTC Services



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 21, 2016

RE: Therapeutic Loving Care for Occupational Therapy Services

PURPOSE:

The purpose of this decision paper is to request approval from the Board of Commissioners for the agreement between Northampton County Health Department's Home Health Agency and Therapeutic Loving Care for the purpose of providing occupational therapy services to home health patients.

FACTS:

1. Tamekia Donald, OTRL, will provide much needed assistance to patients in Northampton, Halifax and the Warren County areas.
2. The agency currently does not have a contract with an occupational therapist.
3. The following rates have been proposed due to the competitive rates offered by surrounding agencies.

Service	Proposed Rate
OASIS/Evaluation visit	\$100.00
OT Visit	\$80.00
Routine visit	\$95.00

4. An electronic copy of the contract was emailed to County Attorney Mr. Scott McKellar, to go through the contract process, on November 3, 2016.
5. The agreement was presented to and approved by the Board of Health at their October 13, 2016 meeting.

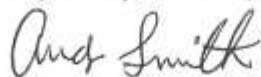
DISCUSSION:

Northampton County Health Department's Home Health Agency is in need of an occupational therapy services to cover agency patients in Northampton, Halifax and Warren County areas. The proposed service rates are competitive and allows the Home Health Agency to provide a reasonable compensation for the occupational therapy services rendered by Tamekia Donald, OTRL. The Board of Health approved this contract at their meeting held on October 13, 2016. The contract was submitted to Mr. Scott McKellar, County Attorney, on November 3, 2016 to go through the contract process.

RECOMMENDATIONS:

The Northampton County Health Department recommends that the Commissioners approve the proposed contract between Northampton County Health Department's Home Health Agency and Therapeutic Loving Care for occupational therapy services as presented above.

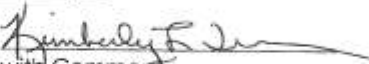
Respectfully submitted,



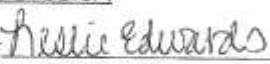
Andy Smith
Health Director

COORDINATION:

County Manager:

Concur  _____
 Concur with Comment _____
 Non-concur _____

Finance Director:

Concur  _____
 Concur with Comment _____
 Non-concur _____

**AGREEMENT BETWEEN
NORTHAMPTON COUNTY HOME HEALTH AGENCY
AND TAMEKIA DONALD**

THIS AGREEMENT is made and entered into this 22nd day of November 2016, by and between Northampton County Home Health Agency (hereinafter referred to as "Agency") and Tamekia Donald (hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, the Agency is a Medicare-certified home health agency and a North Carolina licensed Home Care Agency, and

WHEREAS, the Agency has a need for additional qualified personnel to care for its patients; and

WHEREAS, the Provider has employees duly licensed and registered to provide these services to the Agency's patients,

NOW, THEREFORE, in consideration of these premises, promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

1. Provider's Responsibilities. The Provider agrees to provide the following services to the Agency on an as-needed basis: direct patient care; initial assessments and reassessments of patients, patient evaluation, patient care planning and patient teaching. Provider shall:

- A. Provide occupational therapy to the Agency's patients as requested and assigned by the Agency.
- B. Provide all services in accordance with a plan of care established by the provider within one week of the referral with a copy given to the agency and approved by the patient's attending physician. Provider shall review and revise the plan of care as the patient's condition changes, but shall not alter a patient plan of care without prior approval of the patient's attending physician and shall notify the Agency of any changes. The length of service offered by the Provider will be controlled by the physician's plan of treatment, which is updated every 60 days.
- C. Coordinate patient care, evaluate patient progress and provide discharge planning for those patients under its care, and provide appropriate documentation of such activities.
- D. Provide all services in accordance with all: Agency policies and procedures; state and federal laws, rules and regulations; and currently approved methods, standards of practice and codes of ethics in the medical community. Provider shall complete the Agency's orientation program.
- E. Provide services to Agency as approved by the Agency. Every Monday, Provider shall submit a weekly schedule to the Agency indicating when patients are to receive services. Provider will notify the Agency and patients of any changes in the schedule.
- F. Maintain clinical records and reports, which constitute the Agency's medical records, including notes and personal observations of the patient's progress and notification of planned visits. All clinical and progress notes shall be completed and submitted within five working days as required by the Agency's policies and procedures.

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- G. Maintain the confidentiality of all medical records and information in accordance with state and federal laws, rules and regulations, and Agency policies.
- H. Maintain on file and make available to Agency upon request:
 - 1. Current resume.
 - 2. Valid North Carolina professional license and copies of annual renewal.
 - 3. Results of initial and annual TB screening. If the individual has a positive TB test, there must be annual documentation from a physician that he/she is free of communicable disease.
 - 4. Evidence of Hepatitis B vaccine or appropriate signed release form.
 - 5. Documentation of competency testing and critical skills verification at hire and annually thereafter.
 - 6. Documentation of initial and annual OSHA Bloodborne Pathogens/Safety training, or verification that the individual received such training prior to providing services.
 - 7. Verification and results of criminal background check.
 - 8. Valid NC drivers' license and proof of car insurance.
 - 9. Documentation of CPR certification.
 - 10. Documentation of a minimum of 12 hours of employment related in-service/continuing education per year.
- I. Attend and participate in such multi-disciplinary meetings and conferences with patients, patients' families and Agency personnel in planning the implementation of the patient's plan of care as may from time to time be requested by Agency.
- J. Provide services without regard to patients' race, religion, sex, age, national origin or disability.
- K. Maintain responsibility for FICA, state and federal taxes, workers compensation and unemployment compensation insurance.
- L. Provide services for the Agency in the following counties: **Licensed Occupational Therapists and occupational therapy assistants**– Northampton County, Halifax and Warren County if indicated by agency and agreed upon by the provider

2. **Agency's Responsibilities.** The Agency shall:

- A. Retain full responsibility for acceptance of new patients and assignment of patients to Provider.
- B. Review and monitor all Services for care coordination, supervision and evaluation in accordance with its clinical record review and quality assessment and improvement procedures. Agency shall have the overall responsibility for maintaining the quality of their services provided to patients and insure that the Provider upholds its responsibilities under this Agreement.
- C. Retain ownership of all records and other documents relating to those patients for whom Provider renders the Services, and Provider acknowledges it has no rights to claims or ownership interest in such records.
- D. Incorporate the Provider's clinical and progress notes into the patient's medical record maintained by the Agency and give the Provider access as needed to medical records for patients for whom the Provider renders services.

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- E. Orient the Provider to the Agency's policies, procedures, operations and OSHA/infection control procedures, and inform the Provider of any changes in the Agency's policies and procedures.

- 3. **Compensation.** Agency shall pay Provider, as sole and exclusive compensation for all Services provided pursuant to this Agreement, the sum of \$100.00 for OASIS and Evaluation visits, \$80.00 per visit for occupational therapy visits which includes travel time, patient care, and documentation. For areas East of Jackson, the agency will pay the sum of \$95.00 per routine visit, \$100.00 for OASIS and evaluation visits. These visits will be scheduled only with the Providers' approval.

On the last business day of each month in which services were rendered, Provider shall submit a statement to the Agency for services rendered. Agency shall pay Provider within 30 business days of receipt of the bill and appropriate documentation of the services provided. Provider agrees that it shall have no rights to or interest in any billings or collections made by Agency regarding any services or treatments received by any patient directly or indirectly related to the services provided by Provider under this Agreement.

- 4. **Term and Termination.** The term of this Agreement shall be one year, beginning November 22, 2016 and ending on October 22, 2017. This Agreement may be renewed for additional periods upon the written consent of both parties. Notwithstanding the above, either party may, in its sole discretion, with or without cause, terminate the Agreement at any time upon thirty (30) days written notice to the other party. In addition, Agency may terminate this Agreement at any time upon the occurrence of any of the following events:

- A. Provider fails to maintain the qualifications specified by this Agreement, or
- B. Provider fails to maintain professional liability insurance as required by this Agreement, or
- C. Upon the bankruptcy, insolvency or dissolution of the Provider, or
- D. Provider breaches any other term or condition of this Agreement and fails to cure such breach within ten (10) days of receipt or written notice of the breach.

- 5. **Relationship of Parties.** Provider acknowledges recognizes and defines herself as being an independent contractor of the Agency and not an employee or agent thereof, and shall at no time hold herself out as an employee or agent of the Agency.

- 6. **Indemnification and Insurance.**

- A. Indemnification. Agency and Provider shall indemnify and hold harmless one another from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs and expenses, including reasonable attorneys' fees and costs of settlement, which either party may suffer, sustain or become subject to as a result of any act or omission of the other party or the other party's officers, employees, agents or servants in performing its duties hereunder
- B. Insurance. Provider shall procure and maintain insurance of not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate for professional liability, and shall maintain comprehensive general liability and such other insurance as shall be necessary to insure Provider and Provider's employees against damages arising from the duties and obligations of this Agreement. Copies of certificates of insurance shall be available upon request.

- 7. **Access to Books and Records.** Provider agrees as follows: Until the expiration of four (4) years after the furnishing of any Service pursuant to this Agreement, Provider shall, upon written request, make available to the Secretary of HHS, the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized

representative, this Agreement and such books, documents, and records as may be necessary to certify the nature and extent of the cost or value of services to be performed by Provider thereunder, including but not limited to the records and reports required to be maintained by the Provider.

8. *Compliance with Laws*

- A. It is understood and agreed upon between the parties that the compensation under this Agreement is consistent with fair market value in arms-length transactions. It is not determined in a manner that takes into account the volume or value of any referrals or business generated or to be generated between the parties, under this Agreement or any other agreement between the parties, for which payment may be made in whole or in part under the Medicare or Medicaid program.
- B. Nothing contained in this Agreement shall require either party or any physician or hospital to admit or refer any patients to the other party or otherwise to use any health care facility or service as a precondition to receiving the benefits set forth herein. It is agreed and recognized that patients have the freedom to choose their health care provider and all patients will be afforded that opportunity.
- C. It is the intent of the parties to conduct their relationship in full compliance with the applicable federal and state laws prohibiting payments for referrals (hereinafter referred to as the "Anti-Referral Laws"). The parties agree that neither will intentionally conduct itself under this agreement in a manner that poses a bona fide risk of violation of the Anti-Referral Laws. If legislation is passed that would hinder either party's ability to obtain reimbursement from Medicare or Medicaid due to any provision of this Agreement, or would prohibit the payment of the compensation under this Agreement, then the parties shall negotiate in good faith to amend this Agreement to attempt to avoid such prohibition in a manner that complies with all applicable laws and regulations.

9. *Miscellaneous*

- A. Notices. All notices, payments and any other communications required to be in writing shall be given either in person or by registered or certified mail, return receipt requested, U.S. postage prepared, addressed as follows:

Agency Name and Address	Provider Name and Address
Northampton Co Home Health Agency	Therapeutic Loving Care
Andy Smith, REHS, MPH	Tamekia Donald, OTRL
Health Director	317 Hamilton Street
PO Box 635	Roanoke Rapids, NC 27870
Jackson, NC 27845	

- B. Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina to interpretation, construction and performance.
 - C. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach thereof.
 - D. Assignment. The rights and obligations of the Provider under this Agreement, as an independent contractor, relate to specialized personnel services rendered by the Provider and may not be assigned by the Provider without the prior written approval of the Agency. Agency may, in its sole discretion, assign its rights and obligations under this Agreement to any parent, subsidiary, affiliate, or successor entity.
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- E. Amendments. This Agreement may be amended only by written amendment executed by both parties.
- F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- G. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.
- H. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.
- I. Severability. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- J. HIPPA Compliance: In addition to and without limitation of the foregoing, if and to the extent, and for as long as required by the provisions of 45 CFR Part 160 and Part 164 enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPPA) effective April 14, 2003, and as amended from time to time, each health plan, health care clearinghouse and/or health care provider shall appropriately safeguard, in accordance with the HIPPA regulations, all Protected Health Information made available to it by, or obtained by it from another party.

IN WITNESS WHEREOF, the parties have caused their duly authorized officials to execute this Agreement on the date indicated above.

AGENCY**PROVIDER**

Northampton County Home Health

Tamekia Donald

By: _____
 Andy Smith, REHS, MPH
 Health Director

By: _____
 Tamekia Donald
 OTRL

Date: _____

Date: _____

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

 Manager, County of Northampton

 Chairman, Northampton County Board of Commissioners

 Chairman, Northampton County Board of Health

This Instrument has been pre-audited in the manner as

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

Reslie Edwards
 Finance Officer

Business Associate Agreement

This Agreement is made effective the 22nd day of November 2016, by and between Northampton County, North Carolina, hereinafter referred to as "Covered Entity",¹ and Tamekia Donald, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA (the agreement evidencing such arrangement is titled Agreement between Northampton County Home Health Agency and Tamekia Donald, dated November 22, 2016, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration² of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

II. BUSINESS ASSOCIATE OBLIGATIONS

Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

- (a) Business Associate agrees:
 - (i) she is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
 - (ii) in the event she enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;
 - (iii) to use or disclose any Protected Health Information solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or any other agreements between the Parties evidencing their business relationshipⁱⁱ, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA.^{iv} All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
 - (iv) at the request of the Secretary, to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;
 - (v) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first^v, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;
 - (vi) to ensure that her Subcontractors to whom she provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected

health information that she creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom she provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that her employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(vii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than 10 calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410.^{vi} Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; The Business Associate expressly agrees to indemnify, defend, and hold harmless Northampton County Health Department against any and all claims, actions, demands, costs, damages, loss or expense of any kind whatsoever resulting solely from the negligence or intentional wrongdoing of the Business Associate, her agents and/or employees, including but not limited to court costs and attorney fees incurred by the Covered Entity in connection with the defense of said matters; and

(viii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(ii). Without written approval of Covered Entity, Business Associate will not engage in any communication which might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows^{vii}:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in her capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities^{viii}.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement⁸. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that she creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which she becomes aware. Business Associate shall report to Covered Entity any Security Incident of which she becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA.⁹ In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to 45 CFR § 164.522 to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity¹⁰. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524¹¹. If Business Associate maintains Protected Health Information electronically, she agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that she will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.¹²

V. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, her agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of North Carolina^{xiv}. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.^{xv}

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: Health Director

Title: OTRL

Endnotes:

- ⁱ If the agreement is being entered into by a Business Associate and a Subcontractor, the designations of "Covered Entity" and "Business Associate" throughout the agreement should be changed to ensure that the parties to the agreement are appropriately identified therein.
- ⁱⁱ In many agreements, this paragraph includes as consideration "Ten and 00/100s Dollars (\$10.00 and other good and valuable consideration." While this is fairly standard contract consideration language, since optional, we have chosen not to include it. The user should make a determination about whether the continuation of the relationship with the vendor and the compliance with amended laws is sufficient consideration and, if not, the user may consider adding the \$10.00.
- ⁱⁱⁱ Issues were raised regarding how much specificity is required regarding the types of services to be performed and the types of disclosures which would be allowed based upon those services. If the section in which services are described is not specific, a listing of specific services might be stated here in lieu of a reference to the Agreement section. In addition, if there are no other agreements between the parties through which PHI is exchanged, the second portion of this sentence could be removed.
- ^{iv} The NPRM issued on March 27, 2002 contained model Business Associate Agreement language which includes a requirement that the Covered Entity provide to the Business Associate a copy of its Notice of Privacy Practices and any amendments, as prepared. This requirement was not included in this document because this was not deemed to be required by the rule and was felt to be potentially onerous to the Covered Entity.
- ^v Although the rule doesn't require that a Business Associate return PHI at the request of a Covered Entity other than at the termination of their agreement, practical considerations suggest that this inclusion may be helpful to the Covered Entity and its compliance. It has also been suggested that in some cases, requiring a Business Associate to return all PHI prior to termination of the Agreement could make it difficult for the Business Associate to continue to perform the Business Associate's obligations under the Agreement.
- ^{vi} In some instances, it may be appropriate for the Business Associate to handle Breach Notification. In addition, the Covered Entity may wish to require the Business Associate to pay any expenses associated with any breach caused by the Business Associate.
- ^{vii} Some Covered Entities may wish to allow a Business Associate to de-identify PHI on the Covered Entity's behalf and, if that is intended, the Covered Entity might include a statement to that effect in this Agreement.
- ^{viii} This section may not apply if this agreement is used between a Business Associate and a Subcontractor since Business Associates would not have "health care operations."
- ^{ix} Issues were discussed regarding the level of responsibility which the Covered Entity has for the action/inaction of a Business Associate. With respect to safeguards, a Covered Entity may wish to

set forth a list of required safeguards, however, it may be asserted that, by setting the level of safeguards, the Covered Entity may incur additional risk.

^x The Covered Entity may wish to provide a specific response time for attempted security incidents versus successful security incidents, and may wish to review the notification requirements contained in the federal Data Use and Reciprocal Support Agreement. In addition, if the Covered Entity wishes to require the Business Associate to pay any expenses related to security incidents caused by the Business Associate, it may wish to include a provision in this Agreement.

^{xi} Covered Entities should note that the HITECH Act modified its requirements for accepting restrictions under 45 CFR § 164.522.

^{xii} Issues were raised regarding whether a Business Associate must provide PHI directly to an individual, or whether access should always be granted only through the Covered Entity. In the event a Business Associate is not required to grant direct access, the suggestion was made that a Covered Entity might wish to require that all access be only through the Covered Entity.

^{xiii} Although the rule does not address injunctions and thus this provision does not refer to injunctions, a Covered Entity may wish to provide that it may seek an injunction for a breach of this Section by a Business Associate.

^{xiv} The Covered Entity may wish to change the applicable state law. In addition, a Covered Entity may wish to evaluate the applicability of other laws to the Business Associate, including state and federal data breach laws and other federal agency requirements such as those issued by the Federal Trade Commission, and include additional language and/or requirements here.

^{xv} A Covered Entity may wish to provide more specific references to sections of existing documentation which are intended to be more restrictive than the terms of this Agreement.

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 6

Agenda Time: 6:20pm

Presenter and/or Subject Matter:

Public Hearing-Northampton Revolving Loan Fund Program
Mr. Gary Brown, EDC Director

Komita Hendricks

6 Public Hearing-Northampton County Revolving Loan Fund Program

Decision Paper

To: Northampton County Board of Commissioners

From: Gary Brown, Northampton County Economic Development Commission

Date: October 28, 2016

Subject: Public Hearing Related to Participation in the Northampton County Revolving Loan Fund Program by BM Carolina LLC..

PURPOSE:

The Northampton County Board of Commissioners has called a public hearing for the purpose of receiving and considering comments related to an application from BM Carolina LLC (Mr. Weldon M. "Charlie" Myers, hereinafter the Company) for participation in the Northampton County Revolving Loan Fund Program (hereinafter the Program). The Company is submitting an application for a Program loan in the amount of \$150,000 with a five (5) year term at a current prime rate of 3.75%.

Subsequent to the Public Hearing and review of materials included in the Program loan application to the satisfaction of staff and the Northampton County Board of Commissioners (hereinafter the Board), the Board may act upon the application or may defer action to a future date.

FACTS:

1. The Company is the controlling company of Mr. Myers, founder of a group of companies including which includes T & T Barbecue LLC and Gold Rock BBQ Inc. The flagship properties of the Company is Carolina Chicken and Barbeque (hereinafter CCB).
2. The Company proposes to purchase the property located at 128 West Jefferson Street, Jackson, NC (previously the Bay Sire Winery, Bistro and Alehouse) and to operate the facility as a CCB branded restaurant with an initial capital investment totaling in excess of \$290,000.
3. The Company seeks participation in the Program to finance capital improvements and capital equipment for expansion of the CCB operations in the amount of \$140,000, proposing the creation of fourteen (14) full-time jobs, at an approximate average wage of \$12.00 per hour, and approximately 15 to 18 part-time positions.

Decision Paper**Public Hearing Related to NCRLF Program Application by BM Carolina LLC****October 28, 2016****Page 2****RECOMMENDATION:**

NCEDC staff, the Northampton County Attorney and the Northampton County Manager, and the Northampton County Finance Director have reviewed materials submitted by BM Carolina LLC in support of the application, and recommend approval of the application.

ROUTED FOR CONCURRENCE/COMMENT TO:

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly Turner Non-Concur: _____

Comment: _____

Mr. Scott McKellar, Northampton County Attorney

Concur: _____ Non-Concur: _____

Comment: _____

Ms. Leslie Edwards, Northampton County Finance Director

Concur: Leslie Edwards Non-Concur: _____

Comment: _____

October 22, 2016

Summary of Northampton County Revolving Loan Fund Application By:

Applicant:	BM Carolina, LLC
Applicant Principal:	Weldon M. "Buddy" Myers
Applicant Address:	122 Sharon Circle Henrico, NC 27842
Amount of RLF Participation Requested:	\$150,000
Proposed Use of RLF Funds:	Purchase of real property, up-fit of the real property and operation of a restaurant (dba Carolina Barbeque and Chicken).
Location of Proposed Business Activity:	128 W. Jefferson St, Jackson, NC 27845 (former Bay Sire Winery, Bistro & Alehouse)
Proposed Term:	Five (5) Years
Payment Schedule:	Quarterly

RLF Underwriting Considerations:

Projected Project Capital Cost:	\$325,000
Projected Employment:	15 full-time, 15-18 part-time
Projected Employee Wages:	Full-time non-wait staff \$12.00 per hour Wait staff \$2.13 per hour plus tips
Tax value of real property:	\$221,112
RLF Percentage of Capital Cost:	46.15%

Amortization Schedule

Loan Date: 12/1/2016 Principal: \$150,000.00 Interest Rate: 3.75% Payment Interval: Quarterly # of Payments: 20 Interest Rate: 3.75% Payment: \$8,260.08					
Schedule of Payments					
Please allow for slight rounding differences.					
Pmt #	Date	Principal	Interest	Payment	Balance
1	3/2/2017	\$6,853.83	\$1,406.25	\$8,260.08	\$143,146.17
Total	2017	\$6,853.83	\$1,406.25		
2	6/2/2017	\$6,918.08	\$1,342.00	\$8,260.08	\$136,228.09
3	9/1/2017	\$6,982.94	\$1,277.14	\$8,260.08	\$129,245.15
4	12/1/2017	\$7,048.41	\$1,211.67	\$8,260.08	\$122,196.74
Total	2017	\$20,949.43	\$3,830.81		
5	3/2/2018	\$7,114.49	\$1,145.59	\$8,260.08	\$115,082.25
6	6/2/2018	\$7,181.18	\$1,078.90	\$8,260.08	\$107,901.07
7	9/1/2018	\$7,248.51	\$1,011.57	\$8,260.08	\$100,652.56
8	12/1/2018	\$7,316.46	\$943.62	\$8,260.08	\$93,336.10
Total	2018	\$28,860.64	\$4,179.68		
9	3/2/2019	\$7,385.05	\$875.03	\$8,260.08	\$85,951.05
10	6/2/2019	\$7,454.29	\$805.79	\$8,260.08	\$78,496.76
11	9/1/2019	\$7,524.17	\$735.91	\$8,260.08	\$70,972.59
12	12/1/2019	\$7,594.71	\$665.37	\$8,260.08	\$63,377.88
Total	2019	\$29,958.22	\$3,082.10		
13	3/1/2020	\$7,665.91	\$594.17	\$8,260.08	\$55,711.97
14	6/1/2020	\$7,737.78	\$522.30	\$8,260.08	\$47,974.19
15	8/31/2020	\$7,810.32	\$449.76	\$8,260.08	\$40,163.87
16	11/30/2020	\$7,883.54	\$376.54	\$8,260.08	\$32,280.33
Total	2020	\$31,097.55	\$1,942.77		
17	3/1/2021	\$7,957.45	\$302.63	\$8,260.08	\$24,322.88
18	6/1/2021	\$8,032.05	\$228.03	\$8,260.08	\$16,290.83
19	8/31/2021	\$8,107.35	\$152.73	\$8,260.08	\$8,183.48
20	11/30/2021	\$8,183.48	\$76.72	\$8,260.20	\$0.00
Total	2021	\$32,280.33	\$760.11		
Grand Total		\$150,000.00	\$15,201.72		

Close Window



Elaine F. Marshall
Secretary

North Carolina

**DEPARTMENT OF THE
SECRETARY OF STATE**

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

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Corporate Names

Legal: B M Carolina, LLC

Limited Liability Company Information

Sosid: 1369402
Status: Current-Active
Annual Report Status: Current
Citizenship: Domestic
Date Formed: 3/25/2014
Fiscal Month: December
Registered Agent: Myers, Weldon M., Jr.

Corporate Addresses

Reg Office: 1479 Julian R Allsbrook Hwy
Roanoke Rapids, NC 27870
Reg Mailing: 1479 Julian R Allsbrook Hwy
Roanoke Rapids, NC 27870
Mailing: 204 S Main St
Emporia, VA 23847
Principal Office: 204 S Main St
Emporia, VA 23847

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

President: Weldon M Myers, Jr
204 S Main St
Emporia VA 23847

03/15/2016 03:26PM 4346346895

CJA EMPORIA



LIMITED LIABILITY COMPANY ANNUAL REPORT

SOSID: 1369402
 Date Filed: 3/16/2016 11:59:00 PM
 Elaine F. Marshall
 North Carolina Secretary of State
 CA2016 046 00261

NAME OF LIMITED LIABILITY COMPANY: E M Carolina, LLCSECRETARY OF STATE ID NUMBER: 1369402 STATE OF FORMATION: NCREPORT FOR THE YEAR: 2016

SECTION A: REGISTERED AGENT'S INFORMATION

File Office Use Only

☒ Changes

1. NAME OF REGISTERED AGENT: Weldon M. Myers, Jr.2. SIGNATURE OF THE NEW REGISTERED AGENT: W M Myers

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

1479 Julian B Alsbrook Hwy
Roanoke Rapids, NC 27870

4. REGISTERED OFFICE MAILING ADDRESS

1479 Julian B Alsbrook Rd
Roanoke Rapids, NC 27870

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Restaurant2. PRINCIPAL OFFICE PHONE NUMBER: (910) 367-13723. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

204 S Main St
Emporia, VA 23847

5. PRINCIPAL OFFICE MAILING ADDRESS

204 S Main St
Emporia, VA 23847

SECTION C: COMPANY OFFICIALS (Enter additional Company Officials in Section E.)

NAME: Weldon M. Myers, Jr.

NAME: _____

NAME: _____

TITLE: President/Owner

TITLE: _____

TITLE: _____

ADDRESS: 204 South Main Street

ADDRESS: _____

ADDRESS: _____

Emporia, VA 23847

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

W M Myers
 SIGNATURE
March 14, 2016

DATE

Form must be signed by a Company Official listed under Section C of this form.

Weldon M. Myers, Jr.President/Owner

Print or Type Name of Company Official

Print or Type Title of the Company Official

SCREW THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF \$200
 MAIL TO: Secretary of State, Corporations Division, Post Office Box 26525, Raleigh, NC 27626-0525



C201408401393

SOSID: 1369402
Date Filed: 3/25/2014 4:14:00 PM
Elaine F. Marshall
North Carolina Secretary of State

C2014 084 01393

NORTH CAROLINA
WAYNE COUNTY

ARTICLES OF ORGANIZATION OF
B M CAROLINA, LLC

Pursuant to the terms and provisions of N. C. Gen. Stat. 57D-2-20, the remaining applicable terms and provisions of Chapter 57D of the North Carolina General Statutes and the applicable terms and provisions of Chapter 55D of the North Carolina General Statutes, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company under and by virtue of the laws of the State of North Carolina.

1. The name of the limited liability company is: B M CAROLINA, LLC.

2. The period of duration of the limited liability company is perpetual.

3. The name and address of the organizer executing these Articles of Organization is as follows:

a) Weldon M. Myers, Jr., Organizer, 413 East Newhope Road, Goldsboro, NC 27534 (Wayne County).

Unless otherwise noted and designated as herein set out, any person executing these Articles of Organization executes the same in his or her respective dual capacities as a member and organizer of the limited liability company.

4. The street address and county of the initial registered office of the limited liability company is: 413 East Newhope Road, Goldsboro, NC 27534 (Wayne County).

5. The mailing address of the initial registered office of the limited liability company is: 413 East Newhope Road, Goldsboro, NC 27534 (Wayne County).

6. The name and address of the registered agent of the limited liability company is: Weldon M. Myers, Jr., 413 East Newhope Road, Goldsboro, NC 27534 (Wayne County).

7. The limited liability company has a principal office. The principal office telephone number is: (910) 367-1372. The street address and county of the principal office of the limited liability company is: 413 East Newhope Road, Goldsboro, NC 27534 (Wayne County). The mailing address of the principal office of the limited liability company is: 413 East Newhope Road, Goldsboro, NC 27534 (Wayne County).

C201408401393

Page Two (2)
 Articles of Organization
 B M Carolina, LLC

8. The limited liability company shall have the authority to conduct the business of said limited liability company for any and all lawful business purposes as allowed under and pursuant to the terms and provisions of N. C. Gen. Stat. 57D-2-01.

9. The limited liability company shall be a manager-managed limited liability company.

10. The e-mail address of the limited liability company is: scott@cja-cpa.com.

11. These Articles of Organization shall be effective upon filing in the Office of the Secretary of State of North Carolina.

This the 24th day of March, 2014.

Weldon M. Myers Jr.
 WELDON M. MYERS JR.
 Organizer

STATE/Commonwealth of NC
 CITY/COUNTY OF Warren

I, Barbara H Aycock, a Notary Public of the State/Commonwealth and City/County aforesaid, do hereby certify that WELDON M. MYERS, JR. personally appeared before me in my jurisdiction this the 24th day of March, 2014, and acknowledged the due execution of the foregoing and annexed Articles of Organization for the consideration and purposes therein expressed as her act and deed. Witness my hand and official stamp or seal.

Barbara H Aycock (SEAL)
 NOTARY PUBLIC



Commission expires:

02/13/2015

Weldon Myers

122 Sharon Cir.
Henrico, North Carolina 27842
Phone: 910-367-1372

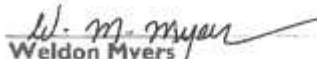
Gary Brown

Dear Gary Brown,

Hello sir. I would like to start off by saying that it was a pleasure meeting with you recently. I'd also like to tell you a little more about myself, just so you will know where I came from and where I'd like my future to go.

My name is Weldon Myers, but my friends and family all refer to me as Buddy. I worked for several years as meat director of seventy-two supermarkets located throughout Richmond, Tidewater area, and Raleigh. I decided to venture out and I began to open barbeque restaurants in both North Carolina and Virginia in areas such as Wilmington, Roanoke Rapids, Rocky Mount, Ahoskie, and Bracey. At this point, all of my restaurants have been extremely successful. I began to sell them over the last couple of years to begin my new project. I recently opened Angus Prime Rib and Steakhouse in Roanoke Rapids, North Carolina back in the middle of August 2016. The business has had a wonderful beginning and things are definitely headed in the right direction. But, my heart is still in the barbeque business, and that's why I'm writing to you. My goal is to open a Carolina Barbeque and Chicken in the lovely town of Jackson, North Carolina. I intend to acquire the former Bay Sire Restaurant property. Our restaurant will serve 10-12 different buffet items daily, several side items, and we will also have a made-to-order menu that will offer around 10-12 different items as well. My plan is to hire approximately 25 employees, 15 full-time and 10-18 part-time. The wait staff will be paid \$2.13 per hour, and full time employees will be paid approximately \$12 an hour. I project that my investment into this business will be \$325,000, and I project the first year operating revenue will reach 1.35 million dollars. Based on our prior marketing analysis, I foresee the sales steadily rising each year thereafter. I am requesting the participation of Northampton County with assistance in the Revolving Loan Fund Program for \$150,000. I would like to set the opening date for around the first of December.

I want to thank you for your time and I look forward to hearing back from you.


Weldon Myers
BM Carolina LLC
October 22, 2016

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 7

Agenda Time: 6:30pm

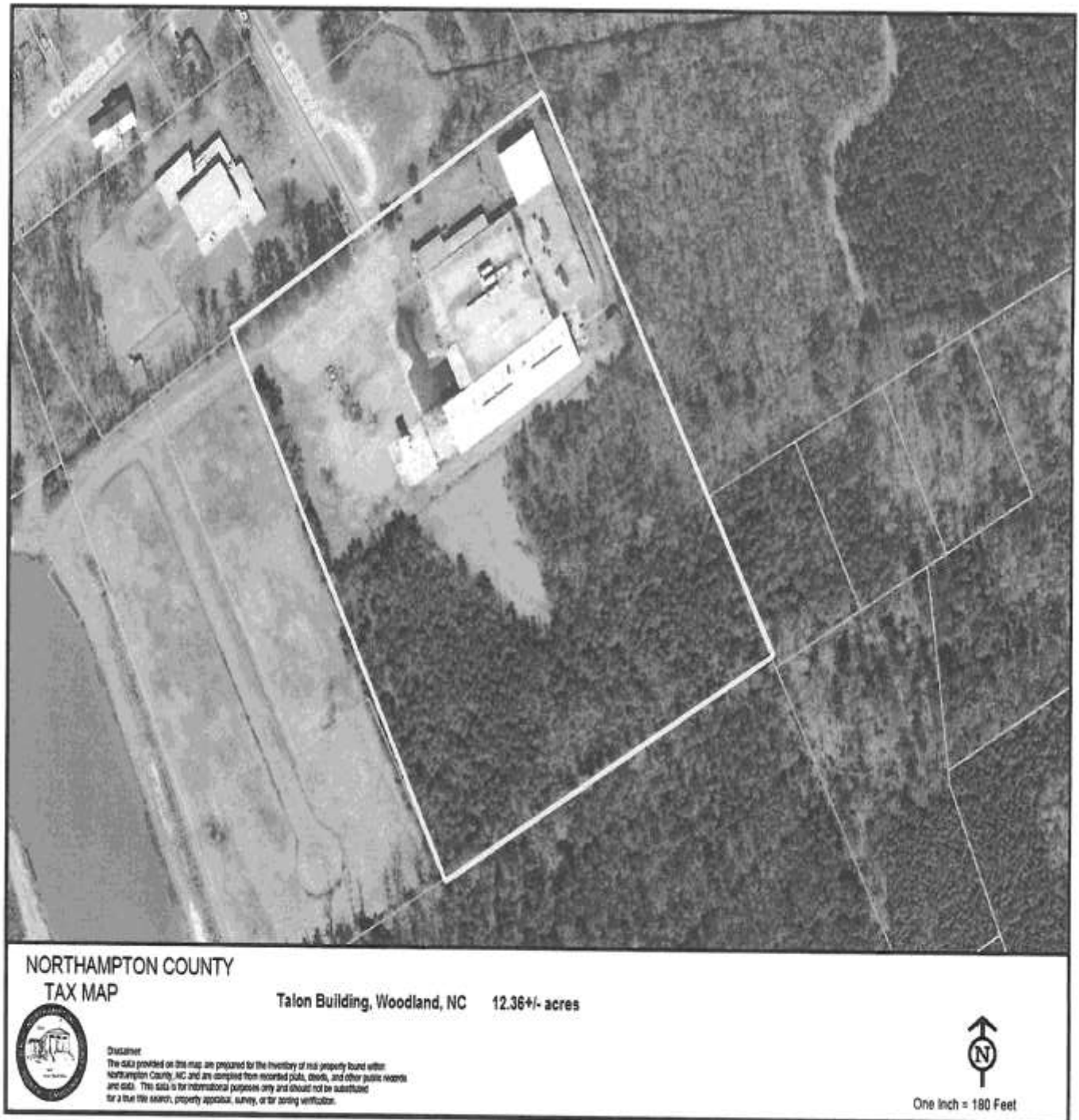
Presenter and/or Subject Matter:

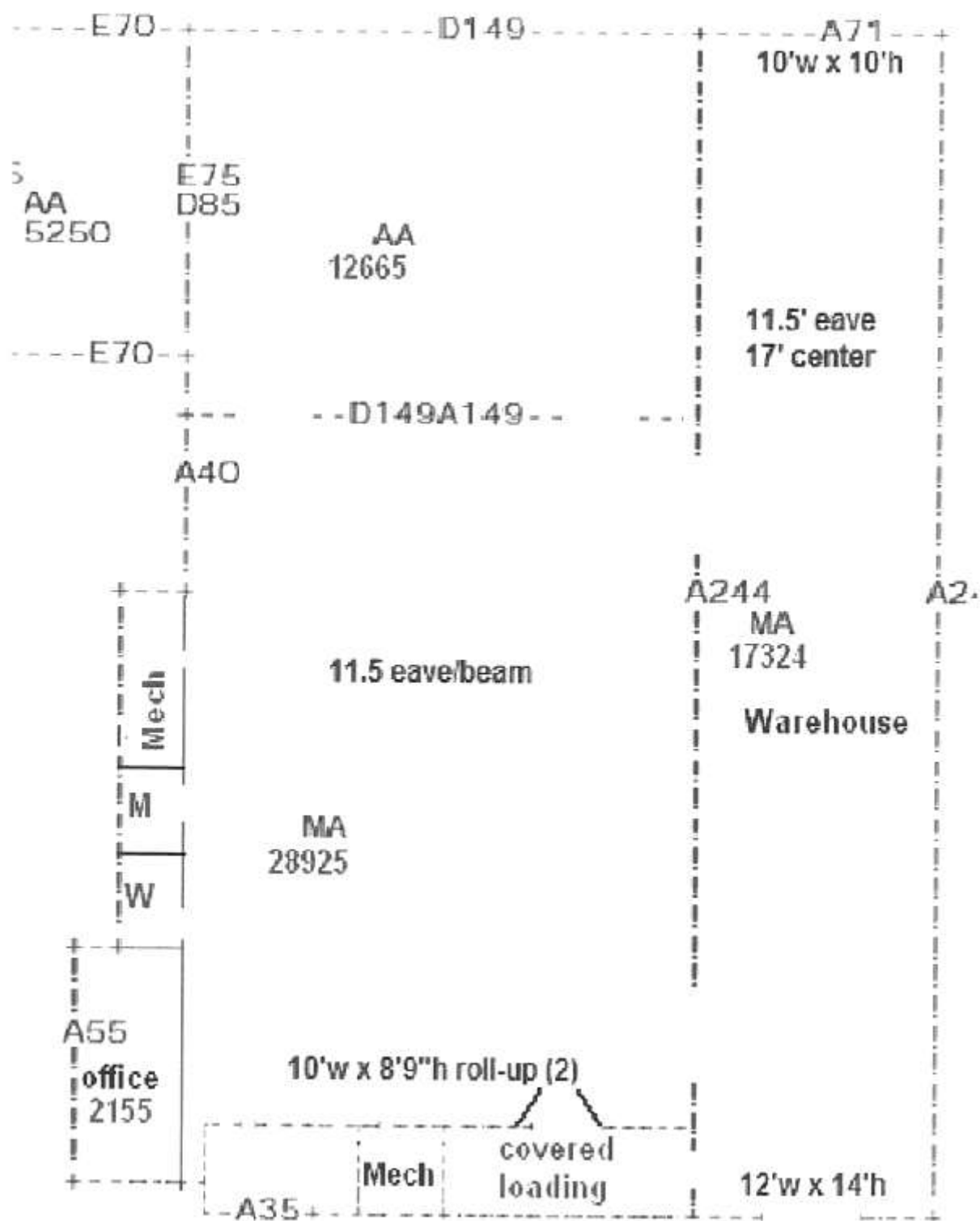
Mr. Gary Brown, EDC Director

Approval/Acceptance of Real Property

Komita Hendricks

7 Approval/Acceptance of Real Property





NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 8

Agenda Time: 6:40pm

Presenter and/or Subject Matter:

Ms. Leslie Edwards, Finance Director
Budget Amendments

Komita Hendricks

8 Budget Amendments

BUDGET AMENDMENT

DATE 06/30/16

JE-NO 63

GENERAL LEDGER ACCOUNT NUMBER		DEBIT		TO AMEND BUDGET	CREDIT	
				241		
2414319	552005	169,055	72	CO Computer Equipment		
2413431	499000			Fund Balance Appropriated	169,055	72
				Move money from prior year fund balance for		
				E-911 fees in fund 241.		
		169,055	72		169,055	72

PREPARED BY Leslie Edwards

POSTED BY Mary Bradley

APPROVED BY Kimberly L. [Signature]

DATE 11/14/16

BOARD APPROVED

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 9

Agenda Time: 6:50pm

Presenter and/or Subject Matter:

Ms. Kimberly Turner, County Manager
Management Matters

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 10

Agenda Time: 7:00 pm

Presenter and/or Subject Matter:

Citizens/Board Comments

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 11

Agenda Time: 7:30pm

Presenter and/or Subject Matter:

Closed Session
G.S. 143-318.11 (a)(3)- County Attorney's Report

Komita Hendricks

NORTHAMPTON COUNTY
BOARD OF COMMISSIONERS

Meeting Date: 11-21-16

Agenda Tab Number: 12

Agenda Time: 7:40pm

Presenter and/or Subject Matter:

Closed Session

G.S. 143-318.11 (a)(6)- Personnel

Komita Hendricks