

**NORTHAMPTON COUNTY  
REGULAR SESSION  
February 16, 2015**

**Be It Remembered that the Board of Commissioners of Northampton County met on February 16, 2015 with the following present: Robert Carter, Fannie Greene, Chester Deloatch, and Virginia Spruill**

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

**Absent: Joseph Barrett**

**Agenda Work Session:**

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner noted that item number 3 under Tab 4 should be removed. The Auditors will come before the Board on March 2<sup>nd</sup>. Mrs. Vick mentioned that the Auditor will send the draft report on Monday, but she won't have the final report until March 2<sup>nd</sup>.

**Regular Session:**

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

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

**Approval of Regular Session Minutes for February 2, 2015:**

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Regular Session Minutes for February 2, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Closed Session Minutes for February 2, 2015:**

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Closed Session Minutes for February 2, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Agenda for February 16, 2015:**

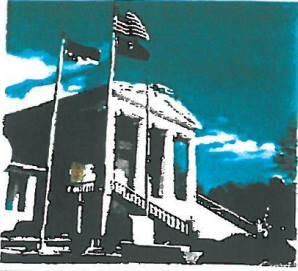
A motion was made by Robert Carter and seconded by Virginia Spruill that the agenda be adopted as printed with the change so mentioned. **Question Called:** *All present voting yes.* **Motion carried.**

**ECBH Report for 12-31-14, and Financial Report:**

Mrs. Dot Vick, Finance Officer, appeared before the Board with the quarterly report for East Carolina Behavioral Health for December 30, 2014.

Mrs. Vick also appeared before the Board to present the Operating Budget Report for the period ending December 31, 2014. Mrs. Vick noted that we are looking good and have increased from where we were last year, but we are always going to have the debt payment in June, and the revenues will slack off in June. For the year, there is still \$92,000 left in contingency.

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



# 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

Dorothy E. Vick  
Finance Officer

Bill Blanchard  
Computer Systems Coordinator

## INFORMATION PAPER

TO: Northampton County Board of Commissioners

FROM: Dot Vick *DB*  
Finance Officer

DATE: February 9, 2015

RE: ECBH Quarterly Fiscal Monitoring Report

As required by GS 122C-117 3(c) the county finance officer is required to present the quarterly Monitoring Report to the Board of Commissioners within 30 days of the end of the quarter.

Attached you will find the quarterly report for East Carolina Behavioral Health (Mental Health) for December 30, 2014.

In the State and Federal Funds section of the report, the DMA capitation funding represents service and administrative funds received to administer the Medicaid B and C Waivers. The DMA Risk Reserve funding represents 2% of each of our monthly payments that are set aside in a separate account to cover any overages of Medicaid service funds. These funds can only be accessed with approval from DMA.

Please let me know if there are any questions.

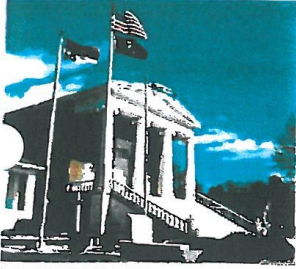
Quarterly Fiscal Monitoring Report - DMHDDSAS

LME / MCO NAME: East Carolina Behavioral Health FOR THE PERIOD ENDING: 12/31/2014  
 # of month in the fiscal year (July = 1, August = 2, . . . , June = 12) =====> 6

REPORT OF BUDGET VS. ACTUAL

Basis of Accounting:		Cash		(1)		(2)		(3)		(4)		(5)		(6)	
(check one)		Accrual		PRIOR YEAR						CURRENT YEAR		BALANCE		ANNUALIZED	
ITEM				BUDGET	ACTUAL	BUDGET	ACTUAL	YR-TO-DATE	BALANCE (Col. 3-4)		ANNUALIZED PERCENTAGE **				
REVENUE															
Service Fees from LME-Delivered Services															
Medicaid Pass Thru					400,000	107,758	400,000	39,367	360,633					19.68%	
Interest Earned					500,000	450,864	500,000	178,782	321,218					71.51%	
Rental Income					109,428	112,882	111,160	32,173	78,987					57.89%	
Budgeted Fund Balance * (Detail in Item 4, below)					7,400,000	-	14,300,000	-	14,300,000						
Other Local					125,000	303,843	125,000	5,543	119,457					8.87%	
Total Local Funds					8,534,428	975,347	15,436,160	255,865	15,180,295					3.32%	
County Appropriations (by county, includes ABC Funds):															
Beaufort County					173,599	173,599	173,599	-	173,599					0.00%	
Bertie County					49,390	49,390	49,390	24,695	24,695					100.00%	
Camden County					24,246	23,799	24,246	11,653	12,593					96.12%	
Chowan County					32,478	34,115	32,478	15,901	16,577					97.92%	
Craven County					276,827	277,481	276,827	136,723	140,104					98.78%	
Currituck County					60,300	63,163	60,300	29,864	30,436					99.05%	
Dare County					339,948	410,000	339,948	35,520	304,428					20.90%	
Gates County					29,700	29,323	29,700	14,000	15,700					94.28%	
Hertford County					83,750	89,039	83,750	42,931	40,819					102.52%	
Hyde County					12,414	12,740	12,414	5,970	6,444					96.18%	
Jones County					27,506	23,768	23,906	11,311	12,595					94.63%	
Martin County					51,962	56,367	51,962	48,462	3,500					186.53%	
Northampton County					81,614	81,614	81,614	38,807	42,807					95.10%	
Pamlico County					33,593	34,443	33,593	16,731	16,862					99.61%	
Pasquotank County					92,506	96,006	92,506	47,180	45,326					102.00%	
Perquimans County					29,406	30,000	29,406	14,845	14,561					100.97%	
Pitt County					595,500	645,779	595,500	286,080	309,420					96.08%	
Tyrell County					9,906	9,906	9,906	4,128	5,778					83.34%	
Washington County					29,228	30,728	29,228	16,500	12,728					112.90%	
Total County Funds					2,033,873	2,171,260	2,030,273	801,300	1,228,973					78.94%	
LME Systems Admin. Funds (Cost Model)					0	0	0	0	-						
DMH/DD/SAS Administrative Funds (% basis)					3,965,628	3,965,628	3,767,629	1,873,854	1,893,775					99.47%	
DMH/DD/SAS Risk Reserve Funds (% basis)					0	0	0	0	-						
DMH/DD/SAS Services Funding					40,063,143	38,351,047	40,517,753	18,400,946	22,116,807					90.83%	
DMA Capital Funding					164,384,974	173,267,092	164,536,497	85,065,704	79,470,793					103.40%	
DMA Risk Reserve Funding					3,354,795	3,536,063	3,357,888	1,736,035	1,621,853					103.04%	
All Other State/Federal Funds					513,260	622,966	512,936	354,083	158,853					138.06%	
Total State and Federal Funds					212,281,800	219,742,796	212,692,703	107,430,622	105,262,081					101.02%	
TOTAL REVENUE					222,850,101	222,889,403	230,159,136	108,487,787	121,671,349					94.27%	
EXPENDITURES:															
System Management/Administration/Care Coordination					26,221,068	20,703,881	40,424,639	11,776,821	28,647,818					58.27%	
LME Provided Services					0	0	0	0	-						
Provider Payments					195,502,306	177,020,246	188,598,574	88,931,025	99,667,549					94.31%	
Merger Expenses					0	0	0	0	-						
MCO Start-Up Expenses					0	0	0	0	-						
All Other					1,126,727	1,002,313	1,135,923	482,800	653,123					85.01%	
TOTAL EXPENDITURES					222,850,101	198,726,439	230,159,136	101,190,647	128,968,489					87.93%	
CHANGE IN CASH BALANCE						24,162,964		7,297,141							
Beginning Unrestricted Fund Balance						44,348,843		69,999,328							
Balance in DMH/DD/SAS Risk Reserve						8,017,406		9,685,924							
Balance in DMA Risk Reserve															
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures					31.41%	69,999,328	32.82%	75,534,784							
2. CURRENT CASH POSITION															
					(1)	(2)	(3)	(4)	(5)	Allowance for					
					30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL	Uncollectible Receivables					
Accounts Payable (Accrual Method)						-									
Account Receivable (Accrual Method)						-									
Current Cash in Bank						99,043,860									
3. SERVICE EXCEPTIONS ( Provided Based on System Capability)															
Services authorized but not billed															
4. DETAIL ON BUDGETED FUND BALANCE															
						Budgeted	Year-to-Date	Balance		%					
Payments to Providers															
MCO Start-up Expense															
LME Merger Expense															
Other (List): Medicaid Reinvestment						14,300,000	0	14,300,000							





# 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

Dorothy E. Vick  
Finance Officer

Bill Blanchard  
Computer Systems Coordinator

## INFORMATION PAPER

**TO:** Northampton County Board of Commissioners

**FROM:** Dot Vick  
Finance Officer

**DATE:** February 10, 2015

**RE:** Northampton County Operating Budget Report  
For period ending December 31, 2014

Attached you will find the operating budgets for period ending December 31, 2014

This budget indicated revenues and expenditures for the following funds:

### Operating budget (General & Social Services)

:	Revenues (over) expenditures-----	\$ 6,737,532.61	Fund 11-General	Page 6
	Revenues (under) expenditures-----	- 149,789.34	Fund 80- Social	
	Net revenues over expenditures	\$6,587,743.27		

### Enterprise Funds-

Water – Revenue over expenditures-----	\$ 715,136.10
Solid Waste- Revenue over expenditures-----	\$ 419,692.68

### **Notes:**

The operating fund (general & Social Services) is showing revenues over expenditures for the first six months of fiscal year 2015 with the revenues over fiscal year 2014 for the same period by \$ 896,182.

The water enterprise fund, which had a rate increase in July, is showing increased revenues of \$352,597 over last fiscal year for the same period of time.

The solid waste fund is showing an increase of \$33,280 over last fiscal year for the same period.

We are currently waiting on the final reimbursements from the Enviva Project (which has been filed).

**Note:**

Although we have increased revenues over expenditures over last fiscal year, the larger percentage of the debt payment due for the fiscal year is in the last half of the year. The remaining debt payment for the general fund (including schools) is \$1, 228,055.

The remaining debt payment for the Water Enterprise fund is \$964,758.

Respectively submitted.

02/09/2015 16:56 |NORTHAMPTON COUNTY N.C.  
ck |DECEMBER 31, 2015

|P 1  
|glytdbud

FOR 2015 06

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
3100 TAXES -ADVALOREM	-18,284,508	-18,284,508	-15,415,949.50	-8,629,603.73	.00	-2,868,558.50	84.3%	
3200 OTHER TAXES & LICENSES	-108,400	-108,400	-25,839.72	-4,035.64	.00	-82,560.28	23.8%	
3230 SALES TAX	-1,475,000	-1,475,000	-589,931.46	-129,367.84	.00	-885,068.54	40.0%	
3300 INTERGOVERNMENTAL REVENUE	-84,000	-84,000	-12,434.70	-3,538.24	.00	-71,565.30	14.8%	
3310 CATEGORIAL GRANTS	-433,049	-436,958	-145,023.92	-63,712.44	.00	-291,934.08	33.2%	
3315 INTERGOVERNMENTAL/RESTRICTED	-268,968	-268,968	-144,418.92	-57,683.35	.00	-124,549.08	53.7%	
3330 HEALTH-FED/STATE - RESTRICTED	-1,555,920	-1,719,629	-677,616.82	-95,769.19	.00	-1,042,012.18	39.4%	
3340 PERMITS & FEES	-195,150	-195,150	-111,554.19	-15,826.06	.00	-83,595.81	57.2%	
3400 SALES & SERVICES	-1,162,682	-1,162,682	-576,960.54	-109,630.90	.00	-585,721.46	49.6%	
3432 SHERIFF- SPECIAL ACCOUNTS	-33,000	-33,000	-31,690.14	-4,856.37	.00	-1,309.86	96.0%	
3450 SALES & SERVICES-HEALTH	-1,493,020	-1,493,020	-542,615.66	-87,282.38	.00	-950,404.34	36.3%	
3830 MISC REVENUE	-39,378	-56,134	-41,307.88	-4,187.17	.00	-14,826.12	73.6%	
3831 INVESTMENT EARNINGS	-3,600	-3,600	-1,933.86	-238.99	.00	-1,666.14	53.7%	
3832 SPECIAL PROJECT	-10,000	-11,656	-12,655.05	-625.00	.00	999.05	108.6%	
3990 FUND BALANCE APPROPRIATED	-1,102,921	-1,643,251	.00	.00	.00	-1,643,251.00	.0%	
4110 GOVERNING BODY	87,391	87,391	40,792.85	6,453.44	.00	46,598.15	46.7%	
4120 ADMINISTRATION	234,577	234,577	79,464.96	12,982.45	.00	155,112.04	33.9%	
4122 PERSONNEL DEPARTMENT	201,967	205,112	85,001.80	17,903.61	3,145.00	116,965.20	43.0%	
3 WELLNESS GRANT-HUMAN RESOU	0	7,798	2,146.58	599.49	.00	5,651.42	27.5%	
0 FINANCE	606,917	606,917	407,902.88	59,832.34	.00	199,014.12	67.2%	
4132 HOSPITALIZATION-RETIREES	245,382	245,382	104,687.75	27,368.13	.00	140,694.25	42.7%	
4140 TAX DEPARTMENT	636,224	636,224	260,915.15	41,757.06	.00	375,308.85	41.0%	
4144 LAND RECORDS	176,169	176,169	88,588.86	16,085.75	.00	87,580.14	50.3%	
4150 LEGAL SERVICES	70,475	70,475	26,480.77	2,572.20	.00	43,994.23	37.6%	
4160 COURT FACILITIES	19,100	19,100	8,976.03	1,093.12	.00	10,123.97	47.0%	
4168 TREATMENT FOR EFFECTIVE COMMU	234,839	234,839	60,143.76	9,371.54	.00	174,695.24	25.6%	
4170 ELECTIONS	188,087	188,087	98,263.80	16,734.92	.00	89,823.20	52.2%	
4180 REGISTER OF DEEDS	231,872	265,601	154,610.64	30,971.07	.00	110,990.36	58.2%	
4190 PUBLIC BUILDINGS	782,408	782,408	289,012.64	60,863.98	64,575.00	428,820.36	45.2%	
4210 MANAGEMENT INFORMATION SYSTEM	265,639	265,639	113,405.73	13,347.15	17,937.60	134,295.67	49.4%	
4220 CENTRAL GARAGE	80,388	80,388	35,123.63	4,948.05	.00	45,264.37	43.7%	
4250 BULK FUEL	28,292	28,292	6,563.93	4,563.42	.00	21,728.07	23.2%	
4270 CENTRAL STORES	11,100	11,100	1,754.95	8,866.34	.00	9,345.05	15.8%	
4310 SHERIFF	2,518,288	2,522,340	1,087,612.71	176,991.20	7,846.77	1,426,880.52	43.4%	
4312 SCHOOL RESOURCE OFFICER	142,182	143,091	54,224.93	11,727.25	.00	88,866.07	37.9%	
4315 GHSP	0	0	13,894.35	.00	.00	-13,894.35	100.0%	
4316 SHERIFF'S EXECUTION ACCOUNT	27,000	27,000	4,575.63	.00	.00	22,424.37	16.9%	
4320 JAIL	1,311,247	1,322,867	573,062.48	118,164.81	2,771.94	747,032.58	43.5%	
4321 YOUTH DETENTION	50,000	50,000	976.00	.00	.00	49,024.00	2.0%	
4325 EMERGENCY COMMUNICATIONS	951,025	951,025	414,879.49	71,903.73	999.90	535,145.61	43.7%	
4326 911 RADIO FUND	0	164,300	10,666.18	1,771.75	.00	153,633.82	6.5%	
4330 EMERGENCY MANAGEMENT	130,547	130,547	50,324.42	9,571.56	.00	80,222.58	38.5%	
4340 FIRE PROTECTION	105,340	105,340	49,123.41	6,429.02	.00	56,216.59	46.6%	
4350 CODE ENFORCEMENT/INSPECTIONS	180,850	180,850	72,030.90	9,572.57	.00	108,819.10	39.8%	

02/09/2015 16:56 |NORTHAMPTON COUNTY N.C.  
:k |DECEMBER 31, 2015

|P 2  
|glytdbud

FOR 2015 06

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
4360 MEDICAL EXAMINER	10,000	10,000	1,850.00	1,250.00	.00	8,150.00	18.5%	
4370 AMBULANCE SERVICE	2,835,148	2,835,148	1,203,416.47	214,280.84	45,923.64	1,585,807.89	44.1%	
4371 CONTRIBUTION-RESCUE SQUADS	14,000	14,000	13,999.98	.00	.00	.02	100.0%	
4380 ANIMAL CONTROL	108,695	108,695	35,696.79	7,653.57	40.00	72,958.21	32.9%	
4530 TRANSPORTATION-AIRPORTS	24,000	24,000	12,000.00	.00	.00	12,000.00	50.0%	
4730 DRAINAGE & WATERSHED PROTECT.	4,000	4,000	4,000.00	.00	.00	.00	100.0%	
4731 CONTRIBUTIONS-ENVIRON. PROTEC	75,000	75,000	58,000.00	.00	.00	17,000.00	77.3%	
4910 PLANNING	178,355	178,355	73,822.62	12,232.88	.00	104,532.38	41.4%	
4920 ECONOMIC DEVELOPMENT	186,571	186,571	84,624.63	13,947.69	.00	101,946.37	45.4%	
4923 EDC LOWES PROJECT	150,000	150,000	73,900.80	13,573.17	.00	76,099.20	49.3%	
4930 CONTRIBUTIONS- ECONOMIC & PHY	20,500	24,589	24,589.60	.00	.00	-.60	100.0%	
4950 COOPERATIVE EXTENSION	266,705	278,145	101,014.56	16,299.03	.00	177,130.44	36.3%	
4955 AG DAY	0	1,073	.00	.00	.00	1,073.00	.0%	
4956 NOURISHING NC GARDEN	0	2,980	636.61	.00	.00	2,343.39	21.4%	
4960 SOIL/WATER CONSERVATION	90,802	90,802	43,176.94	7,229.50	.00	47,625.06	47.6%	
5000 CONTIBUTIONS TO OUTSIDE AGENC	890	1,390	908.35	.00	.00	481.65	65.3%	
5110 HEALTH	803,634	803,634	276,690.51	40,992.05	1,593.60	525,349.89	34.6%	
5111 COMMUNICABLE DISEASE	23,138	23,138	9,978.44	1,641.88	.00	13,159.56	43.1%	
? HEALTHY CAROLINIAN	0	0	300.00	.00	.00	-300.00	100.0%	
, AID TO COUNTIES-	106,216	106,216	37,793.38	5,598.34	.00	68,422.62	35.6%	
5120 IMMUNIZATION PROGRAM	4,158	15,296	6,572.75	5,156.27	1,063.32	7,659.93	49.9%	
5122 STD DRUGS	1,123	1,123	.00	.00	.00	1,123.00	.0%	
5123 CAROLINA ACCESS III	331,808	331,808	105,549.49	15,546.67	.00	226,258.51	31.8%	
5124 TUBERCULOSIS	34,061	34,061	10,415.48	1,653.77	.00	23,645.52	30.6%	
5138 HEALTH - JAIL TEST SITE	53,004	65,566	34,720.29	8,969.52	5,906.92	24,938.79	62.0%	
5139 PREGNANCY CARE MANAGEMENT	68,301	68,301	29,680.97	5,353.47	.00	38,620.03	43.5%	
5142 MOSQUITO CONTROL	14,840	0	.00	.00	.00	.00	.0%	
5143 NURSE FAMILY PARTNERSHIP	477,175	581,060	263,421.22	29,802.12	13,205.82	304,432.96	47.6%	
5144 HEALTHY COMMUNITIES	13,217	26,832	6,781.21	1,381.30	300.00	19,750.79	26.4%	
5146 HEALTH-SUSAN KOMEN GRANT	0	25,000	4,497.55	1,852.35	.00	20,502.45	18.0%	
5147 STD PREVENTION	0	1,050	.00	.00	1,005.00	45.00	95.7%	
5150 SCHOOL NURSE PROGRAM	150,000	150,000	60,829.08	16,151.73	.00	89,170.92	40.6%	
5151 BREAST & CERVICAL CANCER	34,603	34,603	15,696.80	3,458.18	.00	18,906.20	45.4%	
5154 HOME HEALTH	1,233,997	1,233,997	416,980.64	91,304.47	76,692.77	740,333.59	40.0%	
5159 HEALTH CHECK	39,220	39,220	18,275.56	3,141.49	.00	20,944.44	46.6%	
5160 CHILD HEALTH	262,458	262,458	102,083.32	17,130.54	482.47	159,892.21	39.1%	
5161 CHILD SERVICES COORDINATION	58,312	58,312	27,483.04	4,389.73	.00	30,828.96	47.1%	
5162 MATERNAL OUTREACH WORK	0	0	.10	.00	.00	-.10	100.0%	
5163 MATERNAL HEALTH	178,285	178,285	36,748.05	6,519.75	65.18	141,471.77	20.6%	
5164 FAMILY PLANNING	222,806	220,263	79,144.33	15,366.78	2,834.04	138,284.63	37.2%	
5165 ADULT HEALTH-HEALTH PRO CLINI	17,095	17,095	5,056.71	844.56	.00	12,038.29	29.6%	
5166 HEAD START	33,417	37,835	15,232.65	2,578.33	.00	22,602.35	40.3%	
5167 WIC- GENERAL ADMINISTRATION	13,230	13,230	6,053.45	992.29	.00	7,176.55	45.8%	
5168 WIC - EDUCATIONAL	35,984	35,984	15,202.96	2,394.22	.00	20,781.04	42.2%	

02/09/2015 16:56 |NORTHAMPTON COUNTY N.C.  
 :k |DECEMBER 31, 2015

|P 3  
 |glytdbud

FOR 2015 06

ACCOUNTS FOR:		ORIGINAL	REVISED				AVAILABLE	PCT
11	GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
5169	WIC - CLIENT SERVICES	88,857	88,857	37,796.24	5,758.67	281.05	50,779.71	42.9%
5170	WIC - BREAST FEEDING	5,044	5,044	1,946.53	266.03	.00	3,097.47	38.6%
5171	WIC - BREAST FEEDNG PEER	2,854	10,854	2,549.68	396.45	.00	8,304.32	23.5%
5173	WISE WOMAN PROJECT	10,841	10,841	4,653.50	649.99	.00	6,187.50	42.9%
5178	PREPARED & RESPON.BIOTERRORIS	36,938	36,938	16,681.25	2,585.71	.00	20,256.75	45.2%
5180	ENVIRNOMENTAL HEALTH	191,959	192,292	85,738.26	14,963.63	.00	106,553.74	44.6%
5190	ELDERLY & HANDICAPPED	66,574	66,574	44,944.04	15,037.64	.00	21,629.96	67.5%
5194	HOME DELIVERED MEALS	123,126	123,126	30,622.60	1,519.17	1,597.96	90,905.44	26.2%
5196	HOME & COMMUNITY CARE BLOCK G	119,000	119,000	33,528.35	6,138.00	.00	85,471.65	28.2%
5197	HEALTH - AIDS CONTROL	30,014	30,014	12,351.41	2,071.64	.00	17,662.59	41.2%
5199	WIC-CROSSROADS	0	1,091	496.00	.00	.00	595.00	45.5%
5210	CONTRIBUTION TO MENTAL HEALTH	81,614	81,614	38,806.98	6,467.83	.00	42,807.02	47.5%
5311	DSS- (DEPT OF SOCIAL SERVICES	1,998,418	1,998,418	999,209.04	166,534.84	.00	999,208.96	50.0%
5811	OFFICE ON AGING	55,127	55,127	25,152.60	4,120.34	.00	29,974.40	45.6%
5820	VETERANS' SERVICE	51,035	51,035	19,942.86	3,224.65	.00	31,092.14	39.1%
5833	CBA-AIM & BMB	100,629	100,629	45,105.34	7,584.60	.00	55,523.66	44.8%
5850	SPECIAL PROJECTS	8,182	8,182	6,431.25	.00	.00	1,750.75	78.6%
5900	NORTHAMPTON CO PUBLIC SCHOOLS	3,725,000	3,738,214	1,758,761.48	277,654.55	.00	1,979,452.52	47.0%
	COMMUNITY COLLEGE	30,000	30,000	15,000.00	.00	.00	15,000.00	50.0%
	LIBRARY	137,809	137,809	68,904.54	11,484.09	.00	68,904.46	50.0%
6120	RECREATION	242,674	254,210	109,159.37	16,299.86	.00	145,050.63	42.9%
6121	RECREATION PROGRAMS EXPENSE	11,000	11,000	7,179.89	10.41	1,009.00	2,811.11	74.4%
6123	NORTHAMPTON CULTURAL ART C	8,510	8,510	160.00	.00	.00	8,350.00	1.9%
6140	MUSEUMS	3,000	3,000	.00	.00	.00	3,000.00	.0%
8218	INSURANCE	-179,132	-179,132	134,832.00	.00	.00	-313,964.00	-75.3%
9800	TRANSFER TO OTHER FUNDS	1,508,469	1,808,469	580,414.00	580,414.00	.00	1,228,055.00	32.1%
9910	CONTINGENCY	100,000	92,266	.00	.00	.00	92,266.00	.0%
TOTAL GENERAL FUND		0	0	-6,737,532.61	6,772,042.76	249,266.98	6,488,265.63	100.0%
TOTAL REVENUES		-26,249,596	-26,975,956	-18,329,932.36	-9,206,357.30	.00	-8,646,023.64	
TOTAL EXPENSES		26,249,596	26,975,956	11,592,399.75	2,434,314.54	249,266.98	15,134,289.27	

02/09/2015 16:57 |NORTHAMPTON COUNTY N.C.  
 :k |DECEMBER 31, 2015

|P 1  
 |glytdbud

FOR 2015 06

ACCOUNTS FOR:	ORIGINAL	REVISED					AVAILABLE	PCT
80 DEPARTMENT OF SOCIAL SER	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED	
3531 DSS-FEDERAL/STATE REVENUE	-4,986,484	-4,986,484	-1,818,119.93	-421,206.10	.00	-3,168,364.07	36.5%	
3539 DSS-COUNTY REVENUE	-1,998,418	-2,002,355	-1,004,909.04	-167,984.84	.00	-997,445.96	50.2%	
5311 DSS- (DEPT OF SOCIAL SERVICES	5,036,966	5,036,966	2,170,510.67	402,393.85	10,739.85	2,855,715.48	43.3%	
5346 DSS FED & STATE EXPENDITURES	1,512,200	1,512,200	562,125.56	146,699.89	.00	950,074.44	37.2%	
5390 DSS COUNTY EXPENDITURES	435,736	439,673	240,182.08	38,822.63	.00	199,490.92	54.6%	
TOTAL DEPARTMENT OF SOCIAL SER	0	0	149,789.34	-1,274.57	10,739.85	-160,529.19	100.0%	
TOTAL REVENUES	-6,984,902	-6,988,839	-2,823,028.97	-589,190.94	.00	-4,165,810.03		
TOTAL EXPENSES	6,984,902	6,988,839	2,972,818.31	587,916.37	10,739.85	4,005,280.84		

02/09/2015 16:58 |NORTHAMPTON COUNTY N.C.  
 :k |DECEMBER 31, 2015

|P 1  
 |glytdbud

FOR 2015 06

ACCOUNTS FOR:		ORIGINAL	REVISED				AVAILABLE	PCT
61	ENTERPRISE FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
<hr/>								
3710	ENTERPRISE REVENUE	-3,051,287	-3,051,287	-1,601,864.76	-260,285.75	.00	-1,449,422.24	52.5%
7110	ENTERPRISE FUND	3,051,287	3,051,287	886,748.66	137,485.27	40,089.90	2,124,448.44	30.4%
TOTAL ENTERPRISE FUND		0	0	-715,116.10	-122,800.48	40,089.90	675,026.20	100.0%
TOTAL REVENUES		-3,051,287	-3,051,287	-1,601,864.76	-260,285.75	.00	-1,449,422.24	
TOTAL EXPENSES		3,051,287	3,051,287	886,748.66	137,485.27	40,089.90	2,124,448.44	

02/09/2015 16:58 | NORTHAMPTON COUNTY N.C.  
k | DECEMBER 31, 2015

| P 2  
| glytdbud

FOR 2015 06

ACCOUNTS FOR:	ORIGINAL	REVISED						
66 SOLID WASTE	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT	
						BUDGET	USED	
3710 ENTERPRISE REVENUE	-2,317,454	-2,317,454	-1,534,024.19	-666,410.52	.00	-783,429.81	66.2%	
4720 SOLID WASTE	2,317,454	2,317,454	1,114,331.51	190,126.01	.00	1,203,122.49	48.1%	
TOTAL SOLID WASTE	0	0	-419,692.68	-476,284.51	.00	419,692.68	100.0%	
TOTAL REVENUES	-2,317,454	-2,317,454	-1,534,024.19	-666,410.52	.00	-783,429.81		
TOTAL EXPENSES	2,317,454	2,317,454	1,114,331.51	190,126.01	.00	1,203,122.49		



**NC Governor's Highway Safety Program Grant:**

Sheriff Jack Smith appeared before the Board to ask their approval for a NC Governor's Highway Safety Program Agreement. It is a \$20,000 grant that the program gives to each of the counties.

A motion was made by Robert Carter and seconded by Chester Deloatch that the Board adopt the resolution accepting the grant from the NC Governor's Highway Safety program. **Question Called: All present voting yes. Motion carried.**

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

AOC

JP INITIALS

**North Carolina Governor's Highway Safety Program  
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964;
  - (b) Title IX of the Education Amendments of 1972, as amended;
  - (c) 49 CFR Part 21, Non-Discrimination in Federally-assisted programs of the United States Department of Transportation, hereinafter referred to as "USDOT", as amended;
  - (d) 49 CFR Part 27, Rehabilitation Act of 1973, as amended; and
  - (e) The Age Discrimination Act of 1975, as amended.
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
  - (b) Office of Management and Budget, hereinafter referred to as "OMB", 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments;
  - (c) OMB Circular A-21, Cost Principles for Institutions of Higher Education;
  - (d) OMB Circular A-122 Cost Principles for Nonprofit Organizations;
  - (e) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
  - (f) 23 U.S.C. §§ 313 Buy America
  - (g) NHTSA Highway Safety Grant Funding Guidance, as revised, February 2014 ([www.nhtsa.gov](http://www.nhtsa.gov)).
4. **Lobbying.** The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.
5. **Audits.**
  - (a) **Audit Required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Subpart B, §\_\_\_\_.200. Guidance on determining Federal awards expended is provided in OMB Circular A-133, Subpart B, §\_\_\_\_.205.
  - (b) **Single Audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133, Subpart B, §\_\_\_\_.500, except when they elect to have a program-specific audit conducted in accordance with OMB Circular A-133, Subpart B, §\_\_\_\_.200, paragraph (c).
  - (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143-6.1.
6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
  - (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency.

AOC

JP INITIALS

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

7. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments, and additions or amendments thereto. Agencies shall also adhere to the standards established by the Office of Management and Budget, and in particular, OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
8. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-21, Cost Principles for Institutions of Higher Education for determining costs applicable to grants and contracts with educational institutions.
9. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-122, Cost Principles for Non-profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
10. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and 45 CFR Subtitle A, Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

#### B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule). Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-6 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with

AOC

JP INITIALS

- a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
  6. **Property and Equipment.**
    - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
    - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
    - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
      - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
      - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
    - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
  7. **Promotional or Other Materials.** Any promotional or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of promotional materials is limited to a maximum of \$5.00 per item. Items in excess of \$5.00 may not be purchased without the expressed written approval of the GHSP.
  8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
  9. **Reimbursement.**
    - (a) **General.** Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Department. The itemized invoice shall be supported by documentation of costs as prescribed by the Department.
    - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
    - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
    - (d) **Final Reimbursement Claims.** Final reimbursement claims must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
    - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
  10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
  11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the contract period shall be retained by the Agency and added to the funds committed to the project by the GHSP and

AOC

JP INITIALS

be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
  - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
  - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within thirty (30) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
  - (c) **Audit Reports.** Audit reports required in Section A-5 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. **Out-of-State Travel.**
  - (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
  - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
  - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
  - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
  - (a) **Tasks Required.** The following tasks must be included in Section D of this contract:
    - (i) A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
    - (ii) A minimum of one (1) impaired driving checkpoint per month;
    - (iii) A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.
    - (iv) Participation in all "Click It or Ticket" campaigns;
    - (v) Participation in all "Booze It & Lose It" campaigns;
    - (vi) Participation in any event or campaign as required by the GHSP.
    - (vii) An effort must be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.
  - (b) **Certifications Required.**
    - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
    - (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
    - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
  - (c) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies must submit a Monthly Enforcement Data Report on the form provided by

AOC

JP INITIALS

the Department. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. **Conditions for Local Governmental Agencies.**
  - (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
  - (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-5 above.
17. **Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.
18. **Continued Federal and State Funding.**
  - (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
  - (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
19. **Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
20. **Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
21. **Department Held Harmless.**
  - (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
  - (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
22. **Records Access and Retention.**

The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Department, for such inspection and audit. Where any information required of the

AOC

JP INITIALS

Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

23. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
  - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
  - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
  - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
24. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Agency a reasonable opportunity to correct for noncompliance.
  - (b) **By the Agency.** The Agency may terminate this contract by providing thirty (30) days advanced written notice to the Department.
25. **Completion Date.**  
Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

26. **Signature.**

By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Jimmy Pair	Deputy Sheriff	P.O. Box 176 Jackson NC 27845
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Jimmy Pair</i>	1-15-15	252-534-2611
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Jack Smith	Sheriff	P.O. Box 176 Jackson NC 27845
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Jack Smith</i>	01-15-2015	252-534-2611
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Dorothy Vick	Finance officer	P.O. Box 663 Jackson NC 27845
SIGNATURE	DATE	TELEPHONE NUMBER
<i>Dorothy Vick</i>	2-10-2015	252-534-1536

*Northampton County*  
"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"  
BOARD OF COMMISSIONERS  
P. O. BOX 808  
JACKSON, N. C. 27845  
PHONE (252) 534-2501 • FAX (252) 534-1166

**NORTHAMPTON COUNTY RESOLUTION  
NORTH CAROLINA GOVERNOR'S HIGHWAY SAFETY PROGRAM**

**WHEREAS**, the Northampton County Sheriff's Office (herein called the "Agency") has completed an application contract for traffic safety funding; and that the Northampton County Board of Commissioners (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

**THEREFORE, NOW BE IT RESOLVED BY THE NORTHAMPTON COUNTY BOARD OF COMMISSIONERS IN OPEN MEETING ASSEMBLED IN THE TOWN OF JACKSON, NORTH CAROLINA, THIS \_\_\_\_ DAY OF FEBRUARY, 2015, AS FOLLOWS:**

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Jimmy Pair, Deputy/Dorothy Vick, Northampton County Finance Officer, is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of Twenty Thousand Dollars (\$20,000) to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the case contribution of Zero Dollars (\$0.00) as required by the project contract; and



4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this Resolution be included as part of the contract referenced above; and
6. That this Resolution shall take effect immediately upon its adoption.

**DONE AND ORDERED** in open meeting by \_\_\_\_\_  
Fannie P. Greene, Chairwoman

ATTESTED BY: \_\_\_\_\_  
Michelle Nelson, Clerk to the Board

Date: \_\_\_\_\_

**Shingle Disposal Agreement for Landfill, Authorization to Purchase Vehicles and Options for Decrease of Water and Sewer Rates:**

Mr. Jason Morris, Public Works Director, appeared before the Board to obtain approval to enter into an agreement with Rose Brothers Paving Company, Inc. for the disposal of recyclable asphalt shingles.

A motion was made by Robert Carter and seconded by Chester Deloatch that the Board approve the agreement with Rose Brothers Paving Company, Inc. for the disposal of recyclable asphalt shingles. **Question Called: All present voting yes. Motion carried.**

Mr. Morris also appeared before the Board to obtain approval for the authorization to purchase two trucks for the Public Works Department. Mr. Morris stated that he wants to replace a vehicle that caught fire, and he had already planned to purchase one for this year. There are some Public Works vehicles that have a lot of miles on them.

Commissioner Spruill asked to hear the comments that Ms. Turner and Mrs. Vick made on the decision paper. Ms. Turner stated that her comments concurred with Mrs. Vick's; that she will be seeking financing on those vehicles. Ms. Turner said we are looking at possibly decreasing water rates and this will be a Capital Expenditure that may affect decreasing water rates. Mrs. Vick commented that she recommends purchasing one vehicle until we get the Auditor's report because if it hadn't been for the reimbursement from Phase V, the fund would have been in trouble.

A motion was made by Robert Carter and seconded by Virginia Spruill that Mr. Morris be authorized to purchase one vehicle. **Question Called: All present voting yes. Motion carried.**

Finally, Mr. Morris appeared before the Board to inform them of options for changes in water and sewer rates for Northampton County. One recommendation is to decrease the sewer user fee from \$25 to \$20. Another option is decreasing the funding of depreciation of the existing infrastructure. The final option that Mr. Morris proposes is to revisit existing rates during the upcoming fiscal year budget, and set the rates as needed in accordance to what the expenditures would be.

It was a Board consensus to table the discussion for today. Chairwoman Greene told Mr. Morris that she would like to see new plans based on the Auditor's report.

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

## DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: February 16, 2015

Reference: Shingle Disposal Agreement

---

**Purpose:** The purpose of this Decision Paper is to obtain approval by the Board of Commissioners to enter into an agreement with Rose Brothers Paving Company, Inc. for the disposal of recyclable asphalt shingles.

**Facts:**

1. Northampton County was in a current agreement with S.T. Wooten for the disposal of shingles collected from the shingle recycling program.
2. By letter dated January 13, 2015, S.T. Wooten has requested to be released from the current agreement to be effective as of February 13, 2015.
3. The proposed agreement has no associated cost for disposal of shingles. The shingles are recycled and used in the asphalt made for paving roadways.
4. Since the inception of this recycling program in December of 2013 it has saved Northampton County in over \$18,000 for fees of hauling and disposal.
5. This is a twelve month contract and will renew automatically each year if there are no changes in the agreement.

**Discussion:** Due to limited space to maintain the recyclable shingles at our landfill convenience site, it is imperative to have an agreement for the disposal of these recyclable materials.

**Recommendation:** Public Works Department recommends the Board of Commissioners approve the agreement with Rose Brothers Paving Company, Inc. for the disposal of recyclable asphalt shingles.

Respectfully submitted,



Jason S. Morris  
Director, Public Works

Coordination:

Finance Officer

Concur Dot Vies 2-9-15

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

County Manager

Concur Kimberly L. Dun 2/10/15

Non-concur \_\_\_\_\_

Concur with comment \_\_\_\_\_

Action by Decision Makers

Approved \_\_\_\_\_

Disapprove \_\_\_\_\_

Other \_\_\_\_\_



S.T. Wooten Corporation

January 13, 2015

To: North Hampton Co. ATT-Jason Morris

From: Page Keck, S.T. Wooten Corporation

Re: Recovery of Asphalt Shingles

Dear Jason,

Recent changes in the North Carolina Department of Transportation's asphalt mix designs have led to a reduction in the amount of shingles we process and use at our plant sites. In light of these changes, S.T. Wooten Corporation is reducing the amount of shingles it recovers for recycling. Currently, S.T. Wooten Corporation is recovering asphalt shingles at the following locations:

North Hampton Co

260 State Road 1378

Jackson, NC 27845

Effective February 13 2015 S.T. Wooten will no longer recover shingles from the locations specified. We apologize for any inconvenience that this may cause. Thank you for your cooperation and understanding as we both continue to look for new and innovative ways to recycle materials in a cost-effective manner.

Best Regards,

Page Keck, S.T. Wooten Corporation

# ROSE BROTHERS

**Paving Company, Inc.**



Rose Brothers Paving Company Inc.  
AGREEMENT  
FOR  
SUPPLY OF POST CONSUMER RECYCLED ASPHALT SHINGLES ("Tear-Off Shingles")  
Made as of February 13, 2015 (the "Effective Date")  
by and between

Rose Brothers Paving Company Inc. PO Box 806, Ahoskie North Carolina, 27910 USA

and

Northampton County, North Carolina, a body politic and corporate, located at 260 Landfill Road Jackson  
N.C. 27845

WHEREAS, Rose Brothers Paving Company Inc. and Northampton County desire to enter into a contract for the supply of Post-Consumer Recycled Asphalt Shingles or "Tear-Off Shingles" (hereinafter referred to as "PRAS") from its Landfill Site located at 260 Landfill Road Jackson N.C. 27845 subject to the terms and conditions contained herein.

NOW, THEREFORE, Rose Brothers Paving Company Inc. and Northampton County hereby agree as follows:

## 1.0 Agreement

This Agreement is for the Supply of "PRAS".

## 1.1 Annual Contract Volume

For any Calendar Year agreed, the full volume of "PRAS" collected by Northampton County Landfill at 260 Landfill Road Jackson N.C. 27845

## 1.2 Contract Year

Contract year is for twelve months as of the effective date as noted above.

## 1.3 Proposal Agreement

Northampton County Landfill will supply all asbestos free "PRAS" collected to Rose Brothers Paving Company Inc. Rose Brothers Paving Company Inc. agrees to perform all asbestos sampling & testing on said materials to be performed at either the Northampton County location or any of the Rose Brothers Paving Company Inc. locations as chosen by Rose Brothers Paving Company Inc. Northampton County agrees that any asbestos containing material will be disposed of at an N.C. state approved site for asbestos containing material in a proper manner at their cost when material is sampled at said location. Northampton County agrees to clean (PRAS) and to remove deleterious material such as wood, metals, plastics, household garbage or trash. Deleterious material is not to exceed 1% by weight per ton. Rose Brothers Paving Company Inc. will transport all PRAS from said location to any location deemed appropriate. Northampton County will load and provide load out ticket for all PRAS material loaded in trucks supplied by Rose Brothers Paving Company Inc.

**1.4 Specifications**

It is agreed the specifications for the supply of materials are free of asbestos as indicated by NCDOT requirements.

**1.5 Term**

This agreement is set for twelve months. At the end of the first twelve months both parties agree to review for any possible changes. The contract term will automatically renew each subsequent year if there are no changes to be made to current agreement. Northampton County reserves the right to cancel this agreement upon 30 days written notice, with or without cause. Rose Brothers Paving Company Inc. also reserves the right to cancel upon 30 days written notice, with or without cause.

**1.6 Asbestos Free Validations**

All validations of asbestos free testing will be the responsibility of Rose Brothers Paving Company Inc. Rose Brothers Paving Company Inc. has the right to have testing performed at Northampton County locations or at any Rose Brothers Paving Company Inc. locations as agreed by both parties.

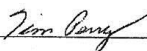
**1.7 Asbestos Free Validation Report**

All written reports will be prepared by a person certified with all accreditations for asbestos testing. Said person will supply written proof that material is asbestos free. Reports will be located at Rose Brothers Paving Company Inc. locations. A copy of analytical asbestos reports will be provided to Northampton County upon their request once reports have been completed by Rose Brothers Paving Company Inc.

**1.8 Validation Schedule and Timeline**

The schedule for testing will be agreed upon between both parties.

Signature of both parties represents the acceptance of the entire agreement as stated:



Date: 1-30-2015

Tim Perry Plant Superintendent

Rose Brothers Paving Company Inc.

Date: \_\_\_\_\_

Northampton County  
Fannie P. Greene, Chairwoman

Attest: \_\_\_\_\_  
Clerk to the Board  
Michelle Nelson

Date: \_\_\_\_\_

This Instrument has been pre-audited in the manner as

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

  
Finance Officer

## DECISION PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: February 16, 2015

Reference: Authorization to Purchase Vehicles

---

Purpose: The purpose of this Decision Paper is to obtain approval by the Board of Commissioners for the authorization to purchase two (2) trucks for the Public Works Department.

Facts:

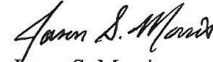
1. Water and Sewer Division requested one (1) vehicle to be purchased in FY 2014-15 per the approved Capital Improvement Plan from FY 2013/2014.
2. On December 19, 2014, one of our 2012 Ford F150 trucks caught fire and heavily burned the inside of the vehicle. As a result, the vehicle was a total loss.
3. Upon further review of the fleet of vehicles for the Water and Sewer Division, we currently have two 2006 model pickups. One vehicle has 286,000 miles and the other has 167,000 miles. One of these has already had a transmission replacement. Both vehicles are heavily worn and ready for replacement.
4. Due to the age and mileage of some vehicles in the fleet, the cost of repairs and maintenance of the fleet surpasses the cost of replacing the vehicles.
5. Dependable vehicles in the Water and Sewer Division fleet are a necessity for the routine maintenance and repairs to the water and sewer systems.
6. The vehicle to fit the needs of the Water and Sewer Division was found on the state contract. The vehicle is a Ford F-150 ½ ton pickup truck quoted at a price of \$23,155 each. (See Attachment) Total for two vehicles is \$46,310

Discussion: Due to the large area the Water and Sewer Division covers, we feel it is imperative that the fleet of vehicles get on a rotating schedule for replacement to keep repair costs down. In discussion with Mrs. Vick, Finance Officer, she has recommended the purchase of the two (2) vehicles through a Lease Purchase Agreement with local bank. Under this Agreement, the first of three payments would not be due until the 15/16 budget year and payments will be included in the respective budgets for Water & Sewer Division to cover these payments.



Recommendation: Public Works Department recommends the Board of Commissioners approve the authorization to purchase two (2) Ford F-150 ½ ton pickup trucks. Financing for vehicle will be coordinated with Mrs. Vick, Finance Officer.

Respectfully submitted,

  
Jason S. Morris  
Director, Public Works

Coordination:

Finance Officer

Concur \_\_\_\_\_

Non-concur \_\_\_\_\_

Concur with comment *Relying from the full payment of the total vehicle will amount to approximately \$12,400 over the next 2 years. I recommend replacing the total vehicle County Manager but would like to hear the auditor's report before committing to a second vehicle. Dot U, 2-9-15*  
Concur \_\_\_\_\_

Non-concur \_\_\_\_\_

Concur with comment *Kimberley L. Dan*  
*Being that Mrs. Vick will be seeking financing, I concur with her comments. However, I do know that another vehicle is needed and maybe there could be other options by purchasing a used vehicle.*  
Action by Decision Makers

Approved \_\_\_\_\_

Disapprove \_\_\_\_\_

Other \_\_\_\_\_

**White Ford**  
**175 Old Farm Road**  
**Roanoke Rapids, NC 27870**  
**252-537-3543 or 1-888-950-0696**  
**Fax: 252-535-2405**

Att: JASON Morris

TRUCK STATE BID

**White Ford**  
**175 Old Farm Road, Roanoke Rapids, NC 27870**  
**252-537-3543 • Fax 252-535-2405**

VEHICLE ORDER CONFIRMATION  
 2015 F-150  
 Dealer: F  
 Page: 1

Order No: 1000 Priority: C3 Ord FIN: QE541 Order Type: 5B Price Level  
 Ord PEP: 100A Cust/Flt Name: NORTHAMPTON PO Number:

X1C F150 4X2 S/C  
 145" WHEELBASE  
 YZ OXFORD WHITE  
 A VINYL 40/20/40  
 G GRAY INTERIOR  
 100A EQUIP GRP  
 .XL SERIES  
 .SELECTSHIFT  
 .17" SILVER STEEL  
 99F 5.0L V8 FFV ENG  
 446 ELEC 6-SPD AUTO  
 .245/70R-17 A/S  
 XL3 3.31 ELEC LOCK  
 6900# GVWR  
 FRT LICENSE BKT

TOW HOOKS FRONT ONLY  
 50S CRUISE CONTROL  
 53A TRAILER TOW PKG  
 23 GAL TANK



Bill White  
 Dealer

White Ford LLC  
 175 Old Farm Road  
 Roanoke Rapids, NC 27870  
 www.whitemotorsinc.com

252.537.5040 Main  
 252.535.2405 Fax  
 888.434.2263 Toll Free  
 billwhite242@gmail.com

STATE BID #22797.00  
 3.31 ELEC LOCK #358.00  
 WHITE FORD BID #23,155

*W White*

534-1585

\* Bid good for 45 days \* \* NC HWY tax and tags \*  
 From Today's date  
 1-23-15  
 Not in Bid

## State Term Contract

### 070G – Trucks, Vans and SUVs

- 23 Rear safety step bumper
- 24 Mfr's towing package, except hitch frame and ball are not required 53A
- 25 Alternator: 155-amp
- 26 Battery: 750 CCA
- 27 BLANK
- 28 Electronic Stability Control

**ITEM 29 Extended Cab PICKUP TRUCK, 6800 LB. GVWR-Department of Transportation-(Item 29.1 Alternative Fuel)**

	ITEM 29-UPDATED: 12/29/2014	ITEM 29.1-UPDATED:12/29/2014
CONTRACTOR/PRICE	Capital Ford Raleigh \$22,797.00	Capital Ford Raleigh \$22,797.00
BODY CODE/TRIM LEVEL/ORDER CODE	Ford F150/X1C/XL/100A	Ford F150/X1C/XL/100A
DELIVERY	90-120 Days	90-120 Days

CONVENTIONAL FUEL

ALTERNATIVE FUEL-ONLY DIFFERENCES WILL BE NOTED BELOW

- 1 BLANK
- 2 Number of doors: 4
- 3 Wheelbase: 163"
- 4 GVWR: 7000 lbs.
- 5 Bed: 96" length, wide type
- 6 Drive wheels: rear
- 7 Passenger capacity as furnished: 6

## 1

## State Term Contract

### 070G – Trucks, Vans and SUVs

mfr on similar vehicle is to be provided.

- 28 Intermittent wipers
- 29 Tinted glass
- 30 Battery: 730 CCA
- 31 Alternator: 200 Amp,
- 32 Mfr's towing package with hitch frame of class for vehicle rated towing capacity. Receiver, 2" size. Only if hitch frame not available from mfr, then may be dealer provided and must be of OEM quality. Ball NOT required. MFR OPTION CODE 53A
- 33 Suspension package intended for trailer towing, when identified as such in the mfr's published literature.
- 34 Cruise control
- 35 Electronic Stability Control

#### ITEM 30 PICKUP TRUCK, 7250 LB. GVWR, 4-WHEEL DRIVE-NC FOREST SERVICE-(Item 30.1 for Alternative Fuel)

	ITEM 30- UPDATED:12/29/2014	ITEM 30.1- UPDATED:12/29/2014
CONTRACTOR/PRICE	CAPITAL FORD-WILMINGTON \$23,894.00	CAPITAL FORD-WILMINGTON \$23,894.00
BODY CODE/TRIM LEVEL/ORDER CODE	FORD F150/F1E/XL/100A	FORD F150/F1E/XL/100A
DELIVERY	60-150 Days	60-150 Days

CONVENTIONAL FUEL

ALTERNATIVE FUEL-ONLY DIFFERENCES WILL BE NOTED BELOW

### INFORMATIONAL PAPER

To: Northampton County Board of Commissioners

From: Jason S. Morris, Director Public Works

Date: February 16, 2015

Reference: Options for Decrease of Water and Sewer Rates for Northampton County

---

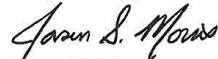
Purpose: The purpose of this Decision Paper is to inform the Northampton Board of Commissioners of options for changes in water and sewer rates for Northampton County.

Facts:

1. A new rate structure was put into effect for water usage after July 1, 2014. Utility bills for this began with the first bill going out on September 1, 2014.
2. Option 1: Decrease rates and decrease expenditures.
  - a. Decrease sewer user fee from \$25.00 to \$20.00. This decrease would be a decrease of approximately \$36,000 of revenue during a twelve month period. If implementation of this decrease would take effect at this time the water and sewer department would need to decrease its expenditures by \$18,000 in its current budget. This would affect planned maintenance on the existing system. Approximately 600 customers are currently sewer customers with the County.
3. Option 2: Decrease funding of depreciation of existing infrastructure.
  - a. A decrease in these funds would adversely affect any future planned or unforeseen projects should the need arise.
4. Option 3: Revisit existing rates during the upcoming fiscal year budget.
  - a. Adjust rates for the needs of the department during the next budget.

Discussion: Upon discussion with County Finance officer, Ms. Dot Vick, it was recommended if rates are to be cut then something in the budget should be cut. The Water & Sewer Division should continue to try to fund depreciation of the infrastructure in place and make the necessary upgrades to existing infrastructure to ensure uninterrupted services to customers. The Public Works Department recommends that any decrease in rates should be made during the upcoming fiscal year budget

Respectfully,



Jason S. Morris  
Director, Public Works

**Public Hearing- Amendments to Zoning Ordinance:**

*Chairwoman Greene recessed regular session to declare a Public Hearing.*

Mr. William Flynn, Planning and Zoning Director, appeared before the Board to hold a public hearing to consider a request from the Northampton County Planning and Zoning staff, in agreement with the owners, to re-zone 12.71 acres from Light Industrial (LI) to Agricultural-Residential (AR).

Mr. Carlton Branch, was present and mentioned that he owns a portion of the land adjoining the 12.71 acres. He asked how this is going to relate to the taxes being paid—the Light Industrial verses the Agricultural Residential—and wanted to know if there will be a significant decrease. Mrs. Cathy Allen, the Tax Administrator was present and said no.

*Chairwoman Greene adjourned the Public Hearing to resume the regular session.*

A motion was made by Robert Carter and seconded by Virginia Spruill that the Board so adopt to rezone from Light Industrial to Agricultural-Residential. **Question Called:** *All present voting yes.* **Motion carried.**

Mr. Flynn informed the Board that he needs a unanimous vote of a full Board (Commissioner Barrett was absent). He requested to come back for a second reading at the March 2<sup>nd</sup> meeting.

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



DECISION PAPER

To: The Northampton County Board of Commissioners  
From: William Flynn, Northampton County Planning and Zoning Director  
Date: February 16, 2015  
Subject: Public Hearing- Rezoning Request- Light Industrial to Agricultural-Residential

**PURPOSE:**

The purpose of this public hearing is to hear and consider a request from the Northampton County Planning and Zoning staff, in agreement with the owners, to re-zone 12.71 acres from Light Industrial (LI) to Agricultural-Residential (AR)

**FACTS:**

1. The parcel of land proposed for rezoning is located on the east side of US-258 approximately 4/10 of a mile north of the intersection of US-258 and Parker Road
2. The parcel being petitioned for re-zoning is currently zoned Light Industrial (LI)
3. The parcel, number 03-00634, is comprised of 12.71 acres of predominantly cleared land with a few trees on the north side.
4. There is one residential structure located on the property and one business (Carolina Metal Works). Approximately six (6) acres of the property is being farmed.
5. The business is a small family owned and operated metal fabrication shop dealing mostly in light gauge steel and sheet metal.
6. The property was zoned Light Industrial when the County adopted zoning on January 1, 1994 presumably at the recommendation of the Division of Community Assistance (DCA), the organization that assisted with the development of the zoning ordinance.

**DISCUSSION:**

In October of 2014 the owners of the property applied for permits to replace the existing single-wide manufactured home with a newer, double-wide manufactured home. Our office had to deny the application because the property is not currently zoned for residential use. Conversations with the landowner caused the staff of the Northampton County Planning and Zoning Department to look into the reasoning for this particular parcel of land to be zoned Light Industrial.

The first thing we noticed is the parcel is the only parcel of land along US-258 that is zoned as Light Industrial. There are a few Highway Business parcels scattered along US-258 but everything else, other than the subject parcel, is zoned Agricultural-Residential.

Two other features of the property that stand out are the size and shape. The parcel is 12.71 acres in size and has an irregular shape. The size of the lot is somewhat on the small to moderate size compared to the parcels in the general vicinity. It certainly is much larger than the average residential lot in that area (approx.  $\frac{3}{4}$  acre) but it is also much smaller than the farms in the surrounding area. With regards to the irregular shape, once the Light Industrial set backs are applied and the required buffer for Light Industrial property abutting residential property is calculated in, the 12.71 acre parcel only has approximately four (4) acres of usable space. The four acres would have to, at a minimum, typically accommodate a building in which to operate the proposed activity and the associated parking. Currently, the small metal shop and the parking area for the two employees occupies approximately 1.8 acres.

The landowner operates the business on the property with his son. The landowner has indicated that he would like to retire and close the business within the next few years.

**CONCLUSION:**

In considering the petitioned parcels for rezoning, the Northampton County Board of Commissioners should consider the following four factors:

**1.) The size of the tract.**

Typically, the larger area of land to be rezoned, the more likely it is to be reasonable. This tract of land is moderate in size when compared to others in the general area. As one would expect, the average residential properties in the area are much smaller than the 12.71 acre parcel in question. However, there are many large parcels in the general area that are being farmed and have only one or two residences on them.

**2.) Compatibility with an existing comprehensive plan.**

The overall zoning scheme for this area clearly reflects the intent for a predominance of Agricultural-Residential use. There are two parcels slightly north of the subject parcel that are zoned Highway Business. Those parcels are very small and are closer to the intersection of US-158 and US-258 outside of Murfreesboro. The parcels that ARE NOT zoned Agricultural-Residential really stick out and almost look out of place on the map.

**3.) Benefits & Detriments (who benefits / who is harmed)**

This is an issue that must be weighed by the legislative body during the public hearing. It is a determination of balance between then the land owner, neighbors and community at large. Historically, the impact of this property on the neighbors has likely been minimal. The benefits from this business have more than likely been to business in surrounding counties instead of surrounding neighbors or the general motoring public. If this property were "down" zoned from LI to AR it is likely to provide some "peace of mind" to the neighbors in the surrounding area to know that some type of light industrial business in the list of permitted uses will not suddenly appear without warning.

**4.) The relationship between the newly allowed uses and the previously allowed uses.**

Rule of Thumb – the greater the disparity of uses, the more likely the re-zoning is to be held illegal.

This rule of thumb is a good one to follow typically if there is a proposed re-zoning from something like Agricultural-Residential (AR) TO Light Industrial (LI) and the predominant zoning landscape is Agricultural-Residential. For example: If you look at the list of permitted uses in an AR district and compare them to the uses in a LI district, there is a big difference in the amount of local impact between a new church (AR) and a pharmaceutical manufacturing facility (LI). However, in this case we are looking at the opposite impact. As of now, the pharmaceutical manufacturing plant could obtain zoning permits for that site within ten working days and nobody in that area would know about it until they start construction and as for the church....it wouldn't be permitted in that district.

The Northampton County Planning and Zoning Department staff is of the opinion that the re-zoning of the parcel of land in question from Light Industrial to Agricultural-Residential would not constitute illegal spot zoning and would make the land available for uses that are typically found in that area. The overall zoning of the area where the parcel is located is Agricultural-Residential with very few parcels zoned otherwise. It is not likely that the "down zoning" of this parcel would have a negative impact on the community and Carolina Metal Works will be able to operate as a non-conforming use until it is closed for a period exceeding 180 consecutive days.

The Northampton County Planning Board voted unanimously to recommend this rezoning action to the Northampton County Board of Commissioners and the Planning and Zoning staff supports this recommendation.

**Attached to this paper:**

- **A map showing the parcel proposed for re-zoning**
- **A map showing the local zoning districts**
- **A portion of a plat depicting setbacks and buffers**
- **Uses allowed in an Agricultural-Residential district**
- **Uses allowed in a Light Industrial district**

**CONCURRENCE / NON-CONCURRENCE:**

**Kimberly Turner, Northampton County Manager**

Concur / Non-Concur: \_\_\_\_\_

Comments:

---

---

---

---

---

**Scott McKellar, Northampton County Attorney**

Concur / Non-Concur: \_\_\_\_\_

Comments:

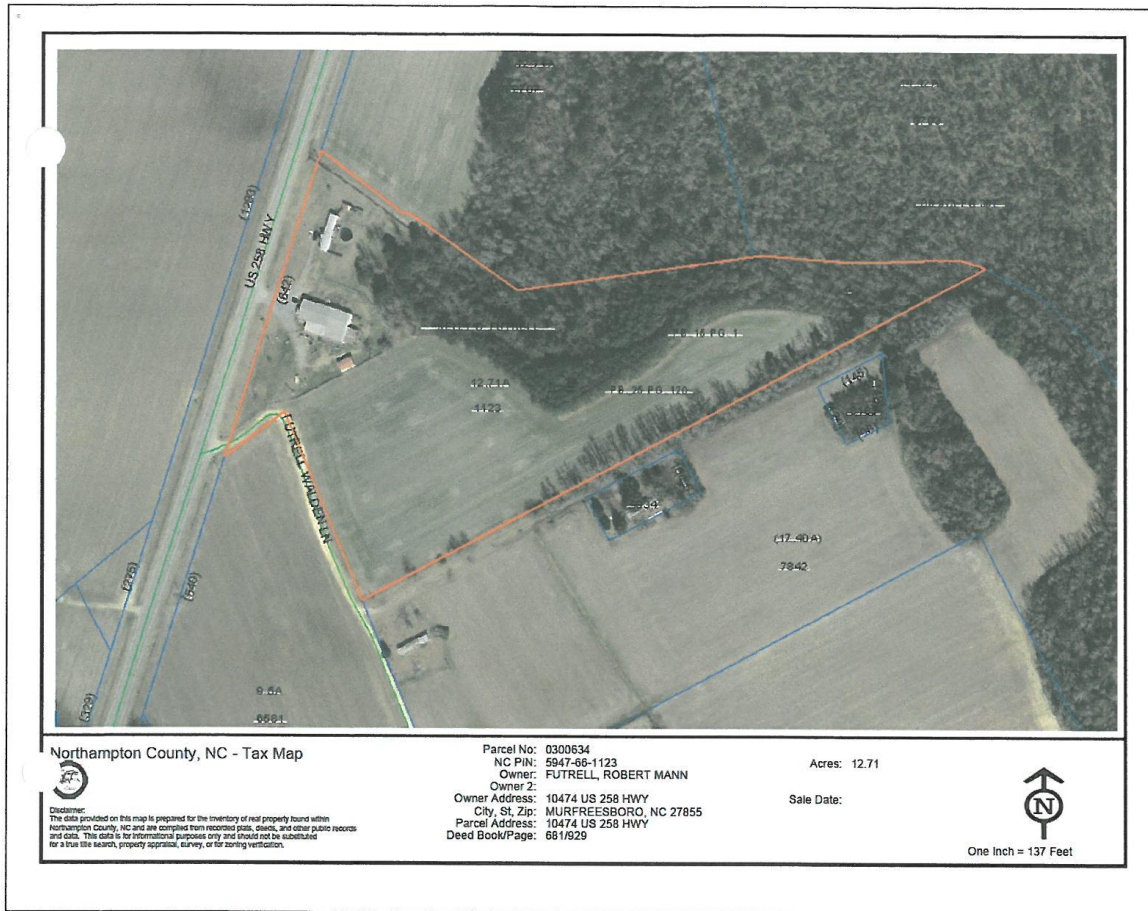
---

---

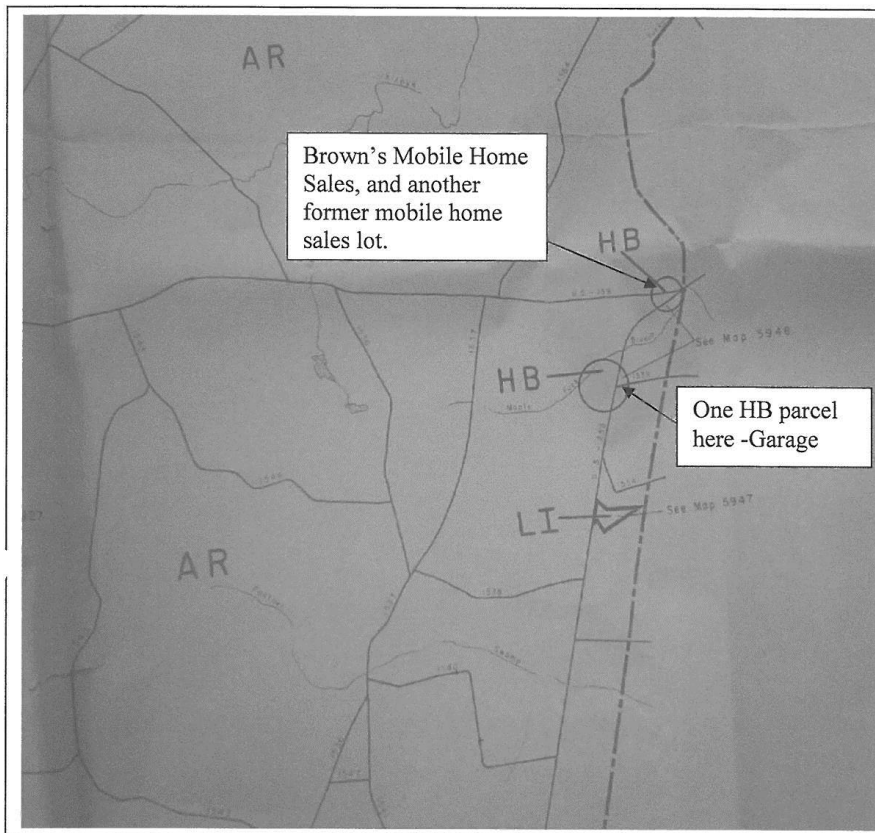
---

---

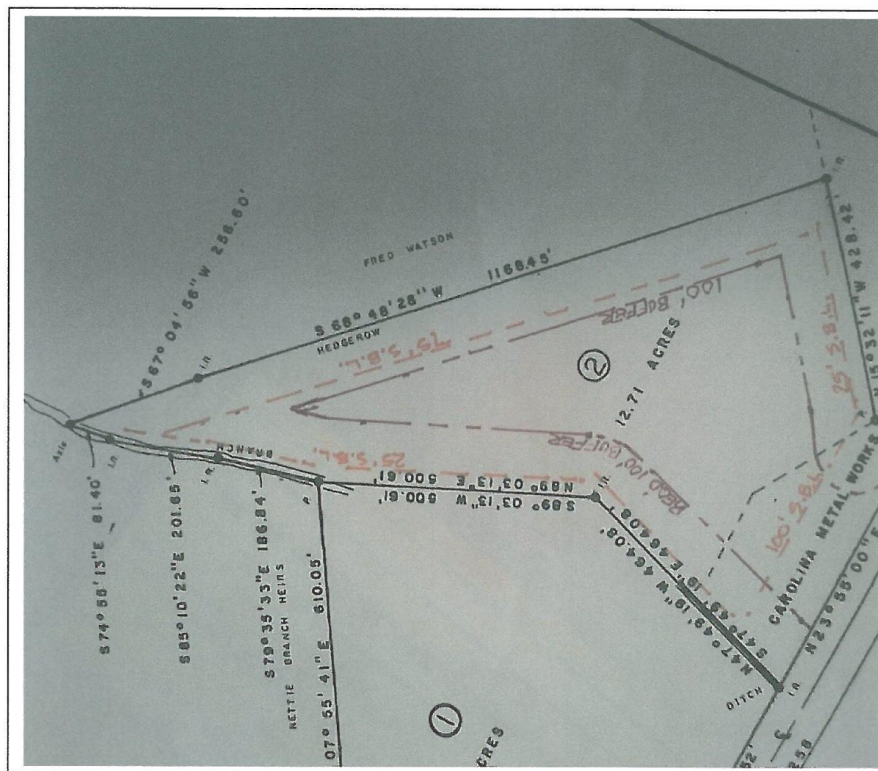
---



MAP SHOWING PROPERTY PROPOSED FOR RE-ZONING  
(NOT TO SCALE)



MAP SHOWING LOCAL ZONING



MAP SHOWING SET-BACKS AND BUFFERS

SET BACKS ..... (orange dotted line)

BUFFERS - - - - - (red dashed line)



**Public Hearing- Amendments to the Northampton County Revolving Loan Program:**

*Chairwoman Greene recessed regular session to declare a Public Hearing.*

Mr. Gary Brown, EDC Director, appeared before the Board for a Public Hearing for the purpose of receiving and considering comments related to proposed amendments to the Northampton County Revolving Loan Program.

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

*Chairwoman Greene adjourned the Public Hearing to resume regular session.*


A motion was made by Virginia Spruill and seconded by Robert Carter that the Board approve the amendments to the Northampton County Revolving Loan Fund Program as presented; and authorize the County Manager, County Attorney, Finance Director and other County staff as appropriate to make such further technical, formatting and editorial changes to the Program guidelines as may be necessary to affect the administration of the program. **Question Called:** **All present voting yes. Motion carried.**

Commissioner Spruill asked the County Attorney if he reviewed the document, and if so, was he satisfied with it. Mr. McKellar said he was.

**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: February 9, 2015

Subject: Public Hearing Related to Proposed Amendments to the Northampton County Revolving Loan Program; Approval of Proposed Amendments.

**PURPOSE:**

The Northampton County Board of Commissioners have called a public hearing for the purpose of receiving and considering comments related to proposed amendments to the Northampton County Revolving Loan Program, and following the public hearing may elect to act upon those proposed amendments.

**FACTS:**

1. The Northampton County Board of Commissioners (hereinafter the Board) established the date and time, February 16, 2015 at 1:45 p.m. for a Public Hearing to receive and consider comments related to the proposed amendments to the Northampton County Revolving Loan Program (hereinafter the Program), with the notice of public hearing published in the February 5, 2015 edition of the Roanoke Rapids Daily Herald.
2. Fundamentally, the purposes of the Program is to assist and enable private enterprise in the creation of new job opportunities and the retention of existing jobs particularly for persons of low to moderate income.
3. The County Manager, County Attorney and staff of the Northampton County Economic Development Commission have developed proposed amendments to the program guidelines intended to: provide greater clarity in the Program guidelines and processes; strengthen the administration and effectiveness of the Program, and strengthen the fiduciary and security position of the County.
4. Proposed amendments to the Program guidelines have been finalized in consultation with the Northampton County Attorney, Northampton County Manager and Northampton County Finance Director.

**Decision Paper**  
**Public Hearing Related to Proposed Amendments to the Northampton County**  
**Revolving Loan Program**  
**February 9, 2015**  
**Page 2**

**RECOMMENDATION:**

Conditioned upon the findings of the Board in the conduct of the Public Hearing, the NCEDC staff in consultation with the County Manager, County Attorney and Finance Director, recommend the Board act to:

1. Approve the amendments to the Northampton County Revolving Loan Fund Program as presented; and,
2. Authorize the County Manager, County Attorney, Finance Director and other county staff as appropriate to make such further technical, formatting and editorial changes to the Program guidelines as may be necessary to effect the administration of the Program.

**ROUTED FOR CONCURRENCE/COMMENT TO:**

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly L. Turner 2/13/15 Non-Concur: \_\_\_\_\_

Comment: \_\_\_\_\_  
\_\_\_\_\_

Ms. Dorothy Vick, Northampton County Finance Director

Concur: Dorothy Vick Non-Concur: \_\_\_\_\_

Comment: Any loans made from grant funds  
will be reported in the County's  
financial statement and classified as  
County Debt.

COUNTY OF NORTHAMPTON  
ECONOMIC DEVELOPMENT  
REVOLVING LOAN FUND PROGRAM

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

SECTION 1 – PURPOSE:

The purposes of the RLF Program are as follows:

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

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

The RLF Program shall be administered by the County Finance Department with support provided by the County Economic Development Commission.

SECTION 2 – RLF REVENUES:

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

SECTION 3 – ELIGIBLE APPLICANTS:

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

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

(A) The project must be located within the County.

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

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

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

instances, RLF loans may not exceed 50% of the owner's equity in the real property securing the loan.

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

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

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

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

(J) RLF loans must meet minimum thresholds of one (1) job created/retained per \$10,000 in RLF loans.

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

- (L) The applicant must submit evidence that private sources will provide the funds necessary for the project (private loan(s), equity, etc.) to fund the portion of the project cost not funded by the RLF loan. Firm letters of commitment are required.

SECTION 4 – LOAN EVALUATION AND SELECTION/APPROVAL CRITERIA:

Each loan shall be evaluated by the Board of Commissioners according to the criteria below. When two or more loans are competing for the same available funds, the one which better satisfies the criteria, in the sole discretion of the Board of Commissioners, shall be selected. The County, however, is not obligated to select or make any particular loan. Weight of each criterion shall be determined by the points assigned to each category. The maximum number of points is 120 (not counting bonus points). In cases where there is only one applicant the loan will be evaluated by the same criteria. Approval of applications with less than 65 points is discouraged. The criteria are as follows:

- (A) The applicant's equity is equal to or exceeds the amount of the RLF loan; or the RLF loan is 25% or less of the total amount of total project financing required (20 points).
- (B) The amount of the RLF loan is 50% or less of the value of the real property securing the loan (20 points).
- (C) The total number of full time permanent jobs created or retained (5 – 20 points):
- (1) 3-5 jobs (5 points);
  - (2) 6-10 jobs (10 points);
  - (3) 11-20 jobs (15 points);
  - (4) More than 20 jobs (20 points plus 1 bonus point for each 3 additional jobs up to 50).



- (D) The applicant is an existing business in the County with 3 or more employees and the project will result in the creation of 3 or more new full-time jobs (10 points).
- (E) The applicant's current business financial information demonstrates a positive cash-flow and the ability to service the loan through current income/revenue (15 points).
- (F) Benefit to Low and Moderate Income - The percent of new jobs being created or existing jobs retained are for persons of low and moderate income (3 – 10 points):
  - (1) 51% to 55% (3 points);
  - (2) 56% to 63% (6 points);
  - (3) 64% & greater (10 points).
- (G) The average wages for new jobs being created or existing jobs retained equal or exceed the County's average weekly wage (all industries) for the previous year as published by the State of North Carolina (15 points).
- (H) The project will result in the re-use of an existing building located in the County that has been vacant for the previous six (6) months; or results in the re-use of an existing industrial brown-field property (10 points).

SECTION 5 – CREDIT UNDERWRITING STANDARDS:

No loan shall be made unless the Board of Commissioners determines that the project and the owner(s) are acceptable credit risks. Customary loan underwriting practices shall be used. However, it is understood that projects applying under this program, by virtue of being appropriate for the RLF program, may not be appropriate for financing to the extent needed by private sources. For this reason underwriting practices for the RLF Program may differ somewhat from bank lending practices. For example, a bank may only provide 70% financing

for a particular type of project. The fact that the applicant needs an additional 20% financing from the RLF Program may not preclude a RLF loan being made.

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

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

SECTION 6 – SECURITY FOR LOANS:

All loans will be secured by a Note and Deed of Trust on real property with the County listed as lien holder. In addition, if the loan is for capital equipment a security agreement and UCC Financing Statement shall also be filed. Documents shall be properly recorded. The County will be furnished with a proper Title Opinion. In addition, the County will be furnished with ALTA, Builder's All Risk, Flood Insurance and Hazard Insurance Certificates, if applicable, in favor of the County as lien holder. The County's lien may be subordinated to a

private commercial loan made for the project. Any agreement to subordinate the County's lien shall be determined by the Board of Commissioners in its sole discretion and on a case-by-case basis.

SECTION 7 – LOAN FEE:

To recover part of the cost of the County of processing a loan the applicant will reimburse the County for any accounting expenses or legal fees incurred during the closing of the loan. These expenses may also be financed under the RLF loan. The County will not charge a loan application fee. The accounting and legal fees will be documented in the County's record keeping procedure.

SECTION 8 – TERMS:

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

(A) No loan shall be made for less than 50% of the prime rate.

(B) Principal and interest payments shall not be deferred for a period greater than three (3) months.

(C) Payments shall be made on or before the fifteenth (15<sup>th</sup>) day of the last month of each annual quarter. A grace period of seven (7) days may be permitted for receipt of payments. Upon failure to make payment beginning the eighth (8<sup>th</sup>) day the RLF loan the RLF recipient shall be determined to be in default of the RLF loan, and the whole of the balance of principal and interest due shall be determined to be immediately callable, unless other payment terms have been negotiated with and approved in writing by the County Finance Director.

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

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

(E) Maximum term shall be five (5) years.

SECTION 9 – LOAN APPLICATION PROCESSING:

Loan applications will be accepted at any time during normal County business hours; however, loan applications must be submitted at least twenty-one (21) days prior to the Board of Commissioners meeting at which the application is scheduled to be considered for approval. Grossly incomplete applications will not be accepted. If an application lacks some minor documentation it may be accepted; however, the applicant will have seven (7) days to supply the additional required application documentation. Otherwise, consideration of the application will be delayed for consideration at the next Board of Commissioners meeting at which consideration of the application can be scheduled. The County will have up to seven (7) days after receipt of the package to determine its completeness. Notwithstanding the above, the County reserves the right to delay consideration of any loan application for up to thirty (30) days for any reasons

deemed by the County, at its sole discretion, to be in the best interest of the County. Approval or denial may occur at any regular or special meeting of the Board of Commissioners; however, no approval/denial shall occur without the Board of Commissioners first holding a public hearing. The hearing shall be advertised at least once, the notice appearing in a newspaper having general circulation in the County and appearing at least seven (7) but not more than twenty-five (25) days before the date set for the hearing. A loan application package shall consist of a completed loan application, supporting documentation, any other documentation the County may determine to be necessary to satisfy the requirements and objective of the RLF Program.

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

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

Loan Documents:

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

- (A) Completed loan application and supporting documentation;
- (B) Documentation of the Board of Commissioners' approval of loan;
- (C) Evidence that other funds needed to complete the project, if any, have been provided and are currently available for project use;
- (D) Evidence that all state and local permits have been obtained;
- (E) Executed loan agreement between County and borrower (employment criteria, job created, LMI jobs created, and private investment commitments will be included in loan agreement) together with an amortization and payment schedule;
- (F) Promissory Note;

- (G) Deed of Trust;
- (H) Security agreement, UCC Financing Statement (if appropriate);
- (I) Evidence that the borrower's officials and the County officials are authorized to execute the documents identified in Subparagraphs (E), (F), (G) and (H) above; and
- (J) Any other documents the County may deem appropriate in its sole discretion.

SECTION 10 – TECHNICAL ASSISTANCE:

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

SECTION 11 – PROGRAM MARKETING:

The RLF Program will be marketed through the following mechanisms:

- (A) Notification to and individual contact with existing businesses in the County;
- (B) Public notices of funds availability in newspaper having general circulation in the County;
- (C) Other means as the County may deem appropriate.

SECTION 13 – PUBLIC INSPECTIONS:

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

SECTION 14 – USE OF FUNDS:

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

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

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

The County will, at its sole discretion, use funds in the RLF Program for public improvements that are necessary for a particular economic development project (e.g., water/sewer extensions to industrial plant). The improvements must be tied to the project and of capacity reasonably necessary for the project. The County will fund any difference in costs for which are improvements desired by the County but are over the capacity reasonably necessary for the project. There must exist a firm contractual commitment that a jobs-producing project will take place. The project must generate new jobs of which at least 51% will be low and moderate persons (to be included in contractual commitment). No more than \$10,000 in RLF funds will be spent on such project per new job created. Improvements serving vacant industrial land or vacant building for purely speculative purposes will not be funded.

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

- (A) The project meets the intent and satisfies the requirements of this section;
- (B) The developer of the project cannot finance the needed facilities;

(C) There are no other local funding resources to finance the project;

(D) There are no other practicable alternatives to the project (e.g., onsite treatment of sewage); and

(E) Information provided to the County demonstrates that the project will not/cannot take place within the County.

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

(A) The general public will be notified by newspaper ads, posted notice in public places, etc.; and,

(B) A public hearing will be scheduled and held to give public opportunity to have input into the program and the proposed withdrawal.

SECTION 16 – MONITORING OF DEVELOPMENT PROJECTS:

All RLF projects and loans will be monitored regularly by the County. During construction and initial hiring phases, the participant will submit quarterly reports on expenditures, project progress, and employment (LMI, Minorities, Females, etc.). After construction and initial hiring is completed, annual reports will be required. RLF recipients are required to submit to the County copies of the company's NCUI 101 reports on a quarterly basis, within forty-five (45) days of the end of the reporting quarter. All hiring requirements shall be made a part of the loan agreement. Failure to hire at least 51% LMI will result in calling in the note if the deficiency is not remedied. The person initially hired for each job created shall be used in determining whether hiring goals have been/are being met. Failure to submit NCUI 101 reports as required shall result in the loan being declared to be in default and the calling of the note.



SECTION 17 – DISBURSEMENTS:

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

SECTION 18 – AMENDMENTS:

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

- (A) Public notice of public hearing and nature of amendment;
- (B) Public hearing on amendment; and
- (C) Adoption of amendment.

SECTION 19 – ADOPTION:

ADOPTED AS AMENDED THIS THE 16<sup>TH</sup> DAY OF FEBRUARY 2015, BY THE  
NORTHAMPTON COUNTY BOARD OF COMMISSIONERS.

#####

**CliftonLarsonAllen LLP Home Health Contract:**

Mr. John White, Acting Health Director, appeared before the Board to request approval for the agreement between Northampton County Health Department Home Health Agency and CliftonLarsonAllen LLP for the purpose of providing consultation services to home health staff. This is a renewal of an existing contract.

A motion was made by Virginia Spruill and seconded by Chester Deloatch that the Northampton County Health Department be granted by the Commissioners to approve the proposed contract between Northampton County Health Department Home Health Agency and CliftonLarsonAllen LLP for consultation services as presented above by February 1, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

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



**NORTHAMPTON COUNTY HEALTH DEPARTMENT**  
9495 NC 305 HIGHWAY  
POST OFFICE BOX 635  
JACKSON, NORTH CAROLINA 27845



**DECISION PAPER**

**TO:** Northampton County Board of County Commissioners  
**FROM:** Northampton County Health Department  
**DATE:** January 30, 2015  
**RE:** CliftonLarsonAllen LLP for Consultation 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 Home Health Agency and CliftonLarsonAllen LLP for the purpose of providing consultation services to home health staff.

**FACTS:**

1. The Northampton County Health Department's Home Health Agency has worked with CliftonLarsonAllen for over 25 years.
2. CliftonLarsonAllen will provide much needed assistance to staff in completing the annual cost report which shows the actual cost of running the home health program and what attributes to that cost. This report is a CMS requirement.
3. A consultant will be provided by CliftonLarsonAllen to work with home health's clinical team in assessing clinical operating issues. Phone and email support will be available to staff.
4. The agreement covers 2 years with a cost of \$10,000 per year plus expenses. The following chart shows the total paid to CliftonLarsonAllen over the past 3 years. The rate is the same as the last agreement entered into January 2013.

<b>FY 2014</b>	<b>FY 2013</b>	<b>FY 2012</b>
\$10,221.81	\$10,184.98	\$10,056.21

5. An electronic copy of the contract was emailed to county attorney Mr. Scott McKellar, to go through the contract process, on January 22, 2015.
6. The agreement will be presented to the Board of Health at their February 12, 2015 meeting.
7. Effective date of the contract will be February 1, 2015, upon approval.

**DISCUSSION:**

CliftonLarsonAllen LLP has been a vendor for Northampton County Health Department's Home Health Agency for over 25 years. The assistance provided with the annual cost report is very necessary in completing this CMS (Centers for Medicaid and Medicare Services) requirement. Numerous changes are continuously being made within the

home health program. CliftonLarsonAllen will provide a consultant to help the home health staff to implement those changes with the best results for the agency. The contract was submitted to Mr. Scott McKellar, county attorney, on January 22, 2015 to go through the contract process. The Board of Health will review this contract at their February 12, 2015 meeting.

**RECOMMENDATIONS:**

The Northampton County Health Department recommends that the Commissioners approve the proposed contract between Northampton County Health Department Home Health Agency and CliftonLarsonAllen LLP for consultation services as presented above with a February 1, 2015 start date.

---

Respectfully submitted,



John L. White  
Acting Health Director

**COORDINATION:**

County Manager:

Concur Kimberly L. Dunn  
Concur with Comment 2/4/15  
Non-concur \_\_\_\_\_

Finance Director:

Concur Dot Visk 2-3-15  
Concur with Comment \_\_\_\_\_  
Non-concur \_\_\_\_\_



CliftonLarsonAllen LLP  
101 North Tryon Street, Suite 1000  
Charlotte, NC 28246-0108  
704-998-5200 | fax 704-998-5250  
CLAconnect.com

January 20, 2015

Mr. John White  
Health Director  
Northampton County Health Department  
P. O. Box 635  
Jackson, North Carolina 27845

Dear John:

Thank you for the opportunity to continue to serve you and your home care program over the years. We appreciate the trust and confidence you have placed in the services of CliftonLarsonAllen and look forward to continuing our relationship.

We are pleased to confirm and outline our understanding of the consulting services CliftonLarsonAllen LLP (CliftonLarsonAllen) will provide for Northampton County Health Department (the "Agency"). If it meets with your approval, this letter will serve as an agreement made by and between CliftonLarsonAllen and the Agency.

#### Objectives

Meeting the needs of the Agency as you define them is our highest priority. We understand that you need clinical operational assistance along with Medicare reimbursement report services. Simply stated, we have identified the following objectives for this engagement:

1. *Clinical Consultation Review:* CliftonLarsonAllen will provide a clinical consultant to work with the Agency's Clinical team on an assessment of current clinical issues. The consultant will conduct a site visit to the Agency to review and discuss clinical operational issues that may be occurring. Follow up phone and email support will be available to the Agency.
2. *Preparation of Medicare Cost Report:* CliftonLarsonAllen will assist with the preparation of your annual cost report and conduct a site visit to the Agency to discuss our review comments, PPS benchmark and the cost report.

Upon request of the Agency, CliftonLarsonAllen shall make its resources available to provide additional financial, clinical, and operational consultative services to the Agency.

#### Client information requirements

The Agency agrees it is solely responsible for the accuracy, completeness, and reliability of all of the Agency's data and information that it provides CliftonLarsonAllen for our engagement. The Agency agrees it will provide any requested information on or before the date we commence performance of the services. We will provide the Agency with a data checklist of information required to complete the cost report. You agree to provide the majority of the requested information to CliftonLarsonAllen no later than 75 days following your fiscal year end, with the remaining required data to be provided as soon as it becomes



An independent member of Nexia International

January 20, 2015  
Northampton County Health Department  
Page 2

available. To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder ("HIPAA"), the Agency and CliftonLarsonAllen will enter into a HIPAA Business Associate Agreement in the form attached hereto ("BAA").

**Management responsibilities**

Management is responsible for making all management decisions and performing all management functions, and for designating an individual who possesses suitable skill, knowledge, or experience to oversee these services. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results.

**Deliverables**

We will maintain ongoing communication with the liaison assigned to work closely with us and will meet with management leaders as requested, regarding the status of our progress throughout this engagement. In addition, we will deliver the annual Medicare cost report for the Agency's review, approval and submission, with a copy for the Agency's files.

**Timing**

This agreement shall begin on February 1, 2015 and continue through January 31, 2017.

**Personnel**

Our firm has adopted a team approach to client service, which means that CliftonLarsonAllen will provide the Agency with a team of people who have the relevant knowledge and experience to perform the work plan outlined above. Joanne Gibson, CPA, Manager, will continue to serve as the Agency's primary contact and provide project management and she will be assisted by Gary R Massey, CPA, Principal. Sandy Marshall, RN, will provide clinical consultation for this engagement. All members of our team have extensive experience in working with home health agencies and with public health department providers.

**Scope of agreement**

This agreement applies to all aspects of our relationship and to any other or additional services CliftonLarsonAllen may render to the Agency at any time, unless they are covered by a separate written agreement that the Agency and CliftonLarsonAllen both sign.

**Professional fees**

The work CliftonLarsonAllen performs and our fees associated with the scope of services are estimated below. Actual compensation for services to be paid to CliftonLarsonAllen will be determined on the basis of the time required by principals, consultants, and staff to perform the engagement, using their standard hourly rates then in effect.

The fees estimated below are based upon our estimate of the time it will take to render professional services only and are not intended to be a limit on what the Agency agrees to pay for our services, which will be billed based on the actual time required at our standard hourly rates. The actual cost to us for reimbursable expenses incurred, such as travel, meals, photocopies, telephone, facsimile, and delivery charges will be billed in addition to our professional fees, based on actual amounts incurred.

Fees and reimbursements will be due and payable throughout the project, following the Agency's receipt of an invoice from CliftonLarsonAllen. Compensation for services is due within thirty (30) days of the mailing of

January 20, 2015  
Northampton County Health Department  
Page 3

our bill. Finance charges of one and one-quarter percent (1.25%) per month will be added to any past due amounts. CliftonLarsonAllen has the right to immediately terminate our services if payment for our fees or costs is not made to us in a timely manner.

In the event CliftonLarsonAllen's services are terminated for whatever reason during the project, the Agency will promptly compensate CliftonLarsonAllen for all professional services rendered and reimbursements due up to the point of termination.

Service	Estimated Fee
Fees for the services described above to be paid in 12 equal monthly installments of \$834 plus expenses for the period of February 1, 2015 through January 31, 2016.	\$10,000
Fees for the services described above to be paid in 12 equal monthly installments of \$834 plus expenses for the period of February 1, 2016 through January 31, 2017.	\$10,000

Other services requested that are beyond the scope of services noted above will be billed separately at the appropriate hourly rates.

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to so you can control the costs of any discovery process or document request.

#### Limitation of remedies

Our role is strictly limited to the tasks and projects described in this letter, and CliftonLarsonAllen offers no assurance as to the results or ultimate outcomes of this engagement or of any decisions that the Agency may make based upon our communications with, or our reports to, the Agency. The Agency will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans, and for implementing any plans the Agency may develop, including any that CliftonLarsonAllen may discuss with the Agency. CliftonLarsonAllen has no duty to ensure that the Agency's accounting, billing, coding, compliance, or reimbursement practices, systems, or reports comply with applicable laws or regulations, all of which remain the Agency's sole responsibility.

The Agency agrees that it is appropriate to limit the liability of CliftonLarsonAllen, its principals, directors, officers, employees, and agents ("we" or "us"). The Agency further agrees that it will not hold us liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, CliftonLarsonAllen's work product, or for any deliverables, plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to the Agency for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorneys' fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CliftonLarsonAllen.

January 20, 2015  
Northampton County Health Department  
Page 4

#### **Time limitation**

The nature of our service and this engagement makes it more difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. CliftonLarsonAllen and the Agency both agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute that may arise between us, including one arising out of this agreement or the services performed under this agreement, for breach of contract, tort, breach of fiduciary duty, fraud, misrepresentation, or any other cause of action or remedy, any suit or action to recover on a Dispute must be commenced as provided below, or the party with a claim or prosecuting a Dispute shall be forever barred from commencing a lawsuit and from obtaining legal or equitable relief or recovery of any kind whatsoever. An action to recover on a Dispute shall be commenced within the shorter of the following limitation periods:

- Within twelve (12) months from the date of our last billing for services performed under this engagement letter, or
- Within twelve (12) months after the termination of either this agreement or the Agency's ongoing relationship with CliftonLarsonAllen by either of us and for any reason.

These limitation periods apply and begin to run even if the Agency has not suffered any damage or loss, or has not become aware of the existence or possible existence of a Dispute.

#### **Confidentiality and restricted use of information**

CliftonLarsonAllen will hold the information supplied by the Agency to us in confidence and CliftonLarsonAllen will not disclose it to any other person or party, unless the Agency authorizes us to do so, it is published or released by the Agency, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. The Agency agrees any reports or deliverables CliftonLarsonAllen provides to the Agency are only for the internal use of the Agency's management. They may not be distributed to any other person or party, for any purpose, without our prior written consent. The Agency further agrees to hold any information, reports, or deliverables that CliftonLarsonAllen provides to the Agency in confidence and agrees that the Agency will not disclose such to any other person or party, unless CliftonLarsonAllen authorizes the Agency to do so, it is published or released by us, or it becomes then publicly known or available other than through disclosure by the Agency.

CliftonLarsonAllen may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CliftonLarsonAllen under this agreement and the BAA. CliftonLarsonAllen will be as responsible for any act done by these subcontractors as it is for its personnel under this agreement.

#### **Legal compliance**

The Agency agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the Agency or the Agency's business, including the accuracy and lawfulness of any reports the Agency submit to any government regulator, authority or Agency, except that CliftonLarsonAllen is responsible for its own compliance with HIPAA as set forth in the BAA. The Agency also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the Agency to any governmental or regulatory body, or for any insurance reimbursement in the event that the Agency is requested to do so by any lawful authority. CliftonLarsonAllen, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.



January 20, 2015  
Northampton County Health Department  
Page 5

**Other**

This agreement will remain in effect until it is terminated by either party on thirty (30) days written notice, with or without cause, or as provided in the BAA. In the event of termination, the terms of this agreement shall survive and remain in effect. Any notices under this agreement shall be sent to the Agency at the address noted above and to us at:

CliftonLarsonAllen LLP,  
Attn: Gary R Massey, CPA  
101 N. Tryon Street, Suite 1000  
Charlotte, NC 28246

**Agreement**

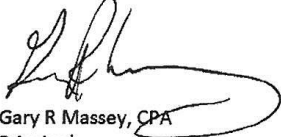
Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit, consulting, and cost report engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by Section ET301 of the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Agency's information in these cost comparison, performance indicator, and/or benchmarking reports.

CliftonLarsonAllen appreciates the opportunity to assist the Agency and believes that this letter accurately summarizes the terms of our engagement. If the Agency has any questions, please feel free to contact us.

If the Agency agrees with the terms of this engagement as described in this letter, please sign the enclosed copy and return it to us. By returning this letter of engagement, the Agency is authorizing us to commence our services.

Sincerely,

CliftonLarsonAllen LLP



Gary R Massey, CPA  
Principal  
704-998-5216  
gary.massey@claconnect.com

**Acceptance and acknowledgement**

On behalf of Northampton County Health Department, I acknowledge that the terms of this agreement accurately state our understanding with CliftonLarsonAllen, and Northampton County Health Department agrees to be bound by them.

Dated: \_\_\_\_\_

Northampton County Health Department

By: \_\_\_\_\_

Its: \_\_\_\_\_

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between Northampton County Health Department (hereinafter referred to as "Client") and CliftonLarsonAllen LLP (hereinafter referred to as "CLA"). This Agreement is effective as of the date signed by Client.

#### RECITALS

WHEREAS, Client is a "covered entity" within the meaning of 45 CFR § 160.103;

WHEREAS, CLA provides accounting, consulting, or other services to Client and, in connection therewith, Client wishes to disclose "protected health information" within the meaning of 45 CFR § 160.103 to CLA and CLA wishes to receive protected health information and, on behalf of Client, create, maintain, or transmit protected health information (collectively, "Client's PHI");

WHEREAS, CLA is a "business associate" within the meaning of 45 CFR § 160.103;

WHEREAS, Client and CLA intend to protect the privacy and provide for the security of Client's PHI in compliance with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance thereunder ("HIPAA Rules");

WHEREAS, the HIPAA Rules require that Client receive adequate assurances that CLA will comply with certain obligations with respect to Client's PHI and, accordingly, the parties hereto desire to enter into this Agreement for the purpose of setting forth in writing the terms and conditions for the use, disclosure, and safeguarding of Client's PHI, including provisions required by the HIPAA Rules as the same may be amended from time to time;

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### TERMS OF AGREEMENT

##### **1. Obligations and Activities of CLA.**

a. Permitted and Required Uses and Disclosures. CLA shall not use or disclose Client's PHI except as permitted or required by this Agreement or as required by law. Specifically, CLA agrees as follows:

i. CLA may only use or disclose Client's PHI as necessary to perform the services set forth in the service agreement, if any, between Client and CLA, to perform functions, activities, or services for, or on behalf of, Client as requested by Client from time to time, or as required by law.

ii. CLA shall use or disclose only the "Minimum Necessary" amount of information, as such term is defined in the HIPAA Rules, required to conduct the

authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR § 164.514(e)(2) as required by the HIPAA Rules.

iii. CLA may not use or disclose Client's PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client, except that CLA may use or disclose Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA, provided the use or disclosures are required by law or CLA obtains reasonable assurances from the person to whom the information is disclosed that Client's PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies CLA of any instances of which it is aware in which the confidentiality of Client's PHI has been breached.

iv. CLA may use Client's PHI to provide "data aggregation services" relating to the health care operations of Client within the meaning of 45 CFR § 164.501.

v. CLA shall not disclose Client's PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA.

vi. Except as permitted by the HIPAA Rules, CLA shall not directly or indirectly receive remuneration in exchange for any of Client's PHI unless authorized in writing by Client.

b. Safeguards. CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Client's PHI other than as provided in this Agreement.

i. Administrative Safeguards. CLA shall implement all required administrative safeguards pursuant to 45 CFR § 164.308 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR § 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

ii. Physical Safeguards. CLA shall implement all required physical safeguards pursuant to 45 CFR § 164.310 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 CFR § 164.310 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

iii. Technical Safeguards. CLA shall implement all required technical safeguards pursuant to 45 CFR § 164.312 as such are made applicable to business associates pursuant to the HIPAA Rules. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all technical safeguards of 45 CFR § 164.312 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Rules.

c. Reporting of Disclosures. CLA shall report to Client any use or disclosure of Client's PHI not provided for by this Agreement of which CLA becomes aware, including any acquisition, access, use or disclosure (i.e., "breach") of "unsecured protected health information," within the meaning of 45 CFR § 164.403, and any security incident of which CLA becomes aware. CLA shall make such report to Client without unreasonable delay and in no case later than sixty (60) calendar days following discovery of the breach. CLA's notice to Client shall include all information needed by Client to provide notice to affected individuals and otherwise satisfy the requirements of 45 CFR § 164.410.

d. CLA's Subcontractors. CLA may disclose Client's PHI to one or more subcontractors and may allow its subcontractors to create, receive, maintain, or transmit Client's PHI on behalf of CLA. CLA shall obtain satisfactory assurances from any such subcontractor that it will appropriately safeguard Client's PHI in accordance with 45 CFR § 164.314(a) and shall ensure that the subcontractor agrees in writing to the same or more stringent restrictions, conditions, and requirements that apply to CLA with respect to Client's PHI. Upon CLA contracting with a subcontractor regarding Client's PHI, CLA shall provide Client written notice of such executed agreement.

e. Satisfying Requests for Access. CLA shall make available to Client Client's PHI in a "designated record set," within the meaning of 45 CFR § 164.501, as Client may require to satisfy its obligations to respond to a request for access pursuant to 45 CFR § 164.524. If CLA receives a request for access directly from an individual or an individual's designee, CLA shall forward such request within five (5) calendar days to Client for Client to fulfill. Alternatively, if directed by Client and agreed to by CLA, CLA shall make available to the individual or the individual's designee Client's PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.524. CLA shall provide such access within thirty (30) calendar days of receiving a request for access and shall confirm to Client in writing that such request has been fulfilled.

f. Satisfying Requests for Amendment. CLA shall make any amendments to Client's PHI in a designated record set, as Client may require to satisfy its obligations to respond to a request for amendment pursuant to 45 CFR § 164.526. If directed by Client and agreed to by CLA, CLA shall make an amendment to Client's PHI in a designated record set, as necessary to satisfy the requirements of 45 CFR § 164.526. CLA shall make such amendment within sixty (60) calendar days of receiving a request for amendment and shall confirm to Client in writing that such request has been fulfilled.

g. Internal Practices. CLA shall make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining compliance with the HIPAA Rules.

h. Accounting. CLA shall document disclosures of Client's PHI and information related to such disclosures and otherwise maintain and make available the information required to provide an accounting of disclosures to the Client as necessary to permit the Client to respond to a request for an accounting pursuant to 45 CFR § 164.528. If directed by Client and agreed to by CLA, CLA shall provide an accounting as necessary to satisfy the requirements

of 45 CFR § 164.528. CLA shall satisfy such request within sixty (60) calendar days of receiving a request for an accounting and shall confirm to Client in writing that such request has been fulfilled.

i. Policies and Procedures; Documentation. CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Section 1.b. and shall document, retain, and update such policies and procedures as required by 45 CFR § 164.316.

j. Compliance as if Covered Entity. To the extent CLA is to carry out one or more of the obligations imposed on the Client as a "covered entity" under Subpart E of 45 CFR Part 164, CLA shall comply with the requirements of said Subpart E that apply to the Client in the performance of such obligations.

2. Client Obligations. Client shall provide notice to CLA of any of the following:

a. Any limitations in the notice of privacy practices of Client under 45 CFR § 164.520, as well as any changes to such limitations, to the extent that such limitation may affect CLA's use or disclosure of Client's PHI.

b. Any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect CLA's use or disclosure of Client's PHI.

c. Any restriction on the use or disclosure of protected health information that Client has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect CLA's use or disclosure of Client's PHI.

Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Rules if done by Client, except that Client may request CLA to provide to Client "data aggregation services" relating to the health care operations of the Client within the meaning of 45 CFR § 164.501, as permitted by 45 CFR § 164.504(e)(2)(i)(B).

3. Termination of Agreement.

a. This Agreement shall terminate on the earliest to occur of the date either party terminates the Agreement "for cause," as described in Section 3.b., the date CLA terminates as described in Section 3c., or pursuant to Section 5 upon either party's failure to negotiate or enter into an amendment to this Agreement.

b. Termination for Cause. A breach of any provision of this Agreement by either party, as determined by the non-breaching party, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement for cause if the breaching party is unable to cure such breach to the other party's satisfaction within ten (10) days following written notice of such breach. The breaching party shall cooperate with the other party as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI

or any damages or potential damages and liability under the HIPAA Rules caused by any violation of this Agreement or other unauthorized use of Client's PHI.

c. Termination by CLA. Upon thirty (30) days' advance written notice, CLA shall have the right to terminate this Agreement if Client imposes additional restrictions or requirements regarding the use, disclosure, or maintenance of Client's PHI that CLA reasonably determines will materially affect CLA's ability to perform its responsibilities under this Agreement or will materially increase CLA's costs to perform its responsibilities under this Agreement.

4. Treatment of Client's PHI after Termination. Upon termination of this Agreement for any reason, CLA, with respect to Client's PHI, shall:

- a. Retain only that portion of Client's PHI which is necessary for CLA to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to Client or, if agreed to by Client, destroy remaining Client's PHI that CLA still maintains in any form and retain no copies of such Client's PHI;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of Client's PHI, other than as provided for in this Section, for as long as CLA retains any Client's PHI;
- d. Not use or disclose Client's PHI retained by CLA other than for the purposes for which Client's PHI was retained and subject to the same conditions, as set forth in Section 2, which applied prior to termination;
- e. Return to Client or, if agreed to by Client, destroy remaining Client's PHI retained by CLA when it is no longer needed by CLA for its proper management and administration or to carry out its legal responsibilities and retain no copies of such Client's PHI;
- f. Obtain or ensure the destruction of any Client's PHI created, received, or maintained by any of CLA's subcontractors; and
- g. Within thirty (30) calendar days after termination of this Agreement, certify in a written statement signed by a senior officer of CLA, that all Client's PHI has been returned or disposed of as required above.

If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to Client's PHI and, without limitation to the foregoing, the obligations of CLA under this Agreement shall survive the termination of this Agreement with respect to any Client's PHI retained by CLA. CLA shall limit further use and disclosure of Client's PHI to those purposes that make the return or destruction of Client's PHI infeasible.

5. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this

Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Rules or other applicable law upon the written request of either party. Either party may terminate this Agreement upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement upon the request of the party giving notice or (ii) the other party fails to execute an amendment to this Agreement upon the request of the party giving notice.

6. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, CLA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7. **Indemnification.** Client shall indemnify, hold harmless, and defend (with counsel of CLA's choosing) CLA, its subsidiaries, affiliates, partners, and employees from and against all claims, suits, administrative proceedings, demands, losses, damages, or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of Client's PHI, breach of this Agreement, or violation of the HIPAA Rules or any other law or regulation.

8. **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.

9. **Notices.** All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client, to:	Northampton County Health Department P. O. Box 635 Jackson, North Carolina 27845 Attention: John White, Health Director
-------------------	--

If to CLA, to:	CliftonLarsonAllen LLP 101 N. Tryon Street, Suite 1000 Charlotte, NC 28246 Attention: Gary Massey, Principal
----------------	---

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 9.

10. **Survival.** The obligations contained in this Agreement which by their nature or context survive or are expressly intended to survive the termination of this Agreement will so survive and continue in full force and effect. Without limiting the generality of the foregoing, Sections 2, 4, and 7 shall survive the termination of this Agreement.

11. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are superseded by this Agreement.

13. **Non-Waiver.** No failure or delay in exercising any right or remedy under this Agreement and no course of dealing between the parties operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

14. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota without regard to such state's conflict of laws provisions.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Northampton County Health Department

CliftonLarsonAllen LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Gary R. Massey, CPA

Title: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date: January 20, 2015



**Introduction of New Employees:**

Mr. Jason Morris appeared before the Board once again to introduce two new employees, Mr. Andy Paklos who has transferred from the Building and Grounds staff to the Water and Sewer division, and Ms. Brenda Alston who joined the custodial staff in mid-January.

*Chairwoman Greene called for a five minute break.*

**Ad Valorem Tax Appeals, Motor Vehicle Refunds, and Appeal of Present Use Valuation:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$528.81 on four appeals.

A motion was made by Chester Deloatch and seconded by Robert Carter 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. **Question Called:** *All present voting yes.* **Motion carried.**

Mrs. Allen also appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$1,639.19 on 43 appeals.

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

Mrs. Allen also appeared before the Board to obtain a decision as to if Mr. Bobby Edwards meets the requirements for Present Use Assessment on parcel 03-04975. This was a discussion that came before the Board at a previous meeting in January. It was tabled until the County Attorney had time to research this issue. Mr. McKellar stated that what he understood is that tax maps prior to 2012 reflected that there were 11 acres total, but based on information from a new recorded map (which is valid evidence) they came in and corrected the acreage. There is no other survey to dispute the recent survey. He supports the recommendation of Mrs. Allen. He further noted that as applying to 2014, the decision by the Tax Assessor's office was on March 6, 2014. The statute has a very firm 60-day appeal deadline. The appellant missed the deadline.

A motion was made by Robert Carter and seconded by Virginia Spruill that based on the advice of the Attorney that Mr. Edwards' parcel 03-04975 does not qualify for Present Use assessment. **Question Called:** *yes (Commissioners Carter, Spruill, and Greene); no (Commissioner Deloatch).* **Motion carried.**

Chairwoman Greene advised Mr. Edwards (based on the recommendations of the County Attorney) that he apply next year for present use value. She suggested that he get with the Tax Administrator to get those details straight.

**Introduction of New Employee:**

Mr. Jay Watson, Chief Code Enforcement Officer, appeared before the Board to introduce a new employee, Mr. Jason McAllister.

**Phone and Radio Systems Purchase:**

Ms. Tammie Piland, E-911 Director, appeared before the Board to request permission to replace the current 911 telephone system and radio system with an up-to-date 911 telephone and radio system. Ms. Piland noted that the system they have is 12 years old. The 911 Board suggests that they replace equipment every five to seven years.

Commissioner Spruill asked Mrs. Vick about her comments on the decision paper. Mrs. Vick noted that in the end of June in the fund, there was \$329,689. She stated that they can do this, but it will deplete the 911 fund. It will be a tight budget from now until June 30<sup>th</sup> but they will have the funds to cover it.

A motion was made by Virginia Spruill and seconded by Robert Carter that the Board approve to replace our current 911 call taking system with the VESTA 911 system including the CommandPOST 4 Unit and replace our current radio system with the Motorola MCC5500 that provides all new equipment at a total cost of \$379,992.46. **Question Called:** *All present voting yes.* **Motion carried.**

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

## Decision Paper

**To:** Northampton County Board of Commissioners  
**From:** Tammie Piland, Communications Director  
**Re:** Replacing the 911 Telephone System and Radio System  
**Date:** February 10, 2015

---

**Purpose:** To respectfully request permission to replace the current 911 telephone system and radio system with an up to date 911 telephone system and radio system.

**Facts:**

1. This entire project is eligible for funding from our 911 fund.
2. The current phone system is 5.5 years old and the Windows software for it is obsolete and is no longer being supported by Microsoft. The radio system is 12 years old and is beyond its expected life.
3. Wireless Communications currently provides the ~~Airbus~~ Patriot phone system and CenturyLink currently provides the Moducom radio system. To centralize operations a single vendor for inside the four walls would be preferred.
4. Wireless Communications is a preferred partner of Motorola Solutions, an industry leader in 2-way radios. Wireless Communications includes a Command Post Unit which permits us to relocate in the event of an evacuation. This would allow us to continue handling calls coming into the Communications Center. RCC is partnered with Zetron. All equipment through Motorola is new. Zetron would have to provide some refurbished equipment.
5. Wireless Communications can provide a new phone and radio system installed with required hardware, software, spare parts, training and maintenance for the first year at a cost of **\$379,992.46**
6. RCC can provide a new phone and radio system installed with required hardware, software, spare parts, training and maintenance for the first year at a cost of **\$373,075.00**.

**Recommendation:** I recommend we replace our current 911 call taking system with the VESTA 911 system including the CommandPOST 4 Unit and replace our current radio system with the Motorola MCC5500 that provides all new equipment at a total cost of **\$379,992.46**.

Respectfully Submitted,

Tammie Piland  
Communications Director

**Coordination:**

**County Manager**

Concur: Kimberly L. Lee 2/10/15

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

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

**Finance Director**

Concur: \_\_\_\_\_

Concur with Comment: Dot Vito - This will use majority of 911  
fund balance.

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

**Action by the Decision Maker**

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

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

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



**January 21, 2014**

**Customer: Northampton County**

**Quote: Patriot Hardware Refresh & Upgrade**

QTY	DESCRIPTION	TOTAL
1	Sentinel 4.X Backroom Equipment Upgrade	\$ 76,114.49
4	Upgrade Existing Sentinel 9-1-1 Workstations	
1	New Sentinel 9-1-1 Workstation	
5	19" Touchscreen Monitors	
5	24 Key keypads	
5	CDR License for ECATS	
1	CommandPost Unit	\$ 8,562.57
1	Recommended Spare Parts	\$ 3,650.13
1	Shipping	\$ 647.15
1	Turn Key Installation	\$ 22,767.63
3	Call Taker and Administrator Training	\$ 3,600.00
1	24x7 Remote Monitoring for New 9-1-1 Workstation	\$ 10,647.50
<b>Total:</b>		<b>\$ 125,989.46</b>
(This is a turnkey quote for the E9-1-1 system including installation, training, and warranty for 1 year)		

## SECTION 8. PRICING

Motorola is pleased to provide the following equipment and services to Customer Name:

**Total system cost: \$254,003.00**

**(1<sup>st</sup> year 24/7/365 warranty included)**

This proposal is subject to the terms listed below.

**Payment Terms:**

- 20% down payment
- 65% upon shipment
- 10% install
- 5% final acceptance

Pricing is valid through Aug 6 2014. In order to proceed, Motorola will need to receive an executed contract and notice to proceed.

Years 2-5 maintenance are optional:

Year 2 \$17,399.66

Year 3 \$18,269.64

Year 4 \$19,183.13

Year 5 \$20,142.28





## RADIO COMMUNICATIONS COMPANY

8035 Chapel Hill Road  
Cary, North Carolina 27513  
P. O. Box 68, Cary, North Carolina 27512  
(919) 467-2421 • Fax (919) 467-6548

### Pricing

Please see the following breakouts for the separate subsystems pricing that together provide for the full solution.

#### System Equipment and Hardware:

- Zetron MAX Call Taking \$198,815.00
- Zetron MAX Dispatch \$138,415.00

#### Services:

- Installation and training for both systems \$27,000.00
- **24/7 Emergency Service and Software Services\* included for years 1 and 2.**

#### Extended Warranty, Software Services\* and 24/7 Emergency Service (optional):

- Year 3 \$37,680.00
- Year 4 \$37,680.00
- Year 5 \$37,680.00

*\* Included Software upgrades are for non-licensable items and do not include hardware, if required.*

#### Spare Equipment (Optional)

The following items are recommended spare items to minimize downtime in the event of equipment failure.

- MAX Radio Gateway \$2,575.00
- Media Dock \$3,800.00
- MAX Solution PC \$2,470.00

(Next page)

Company Confidential

Other:

- Taxes are additional, as applicable.
- Pricing and other terms included herein is valid until 18 March 2015. RCC has worked with Zetron to provide the first two (2) years of Software Services and the Year 2 hardware warranty at no additional charge. If purchased after this date, Software Services and additional system warranty will be at additional cost.
- Proposed payment terms are:
  - 25% deposit with Purchase Order (\$91,057.50)
  - 50% payment of Systems Equipment when delivered to site (\$168,615.00)
  - 15% payment of Systems Equipment when installed and tested (\$50,584.50)
  - Balance upon "Go Live" (\$53,973.00)



**Non-Emergency Transport Franchise Application, Mid-Year Review, Budget Formulation and Planning Guidance, and Management Matters:**

Ms. Kimberly Turner, County Manager, appeared before the Board to request a decision to approve or disapprove a franchise application from Bertie County non-emergency transport to provide non-emergency transport services in Northampton County. This request came before the Board on January 21<sup>st</sup>. The Board heard a presentation from Mitch Cooper of Bertie County non-emergency transport, as well as a recommendation from Chuck Joyner, EMS Director, stating that there was no need for an additional non-emergency transport within Northampton County.

A motion was made by Virginia Spruill and seconded by Robert Carter to deny the application.

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

Ms. Turner also appeared before the Board to present the Mid-Year financial review as of December 31, 2014. This is a summary report on Departments' execution of their budgets for the first half of the fiscal year. Ms. Turner stated that collectively we are \$1.3 million under planned expenditures which equates to 11 percent. We are also in line with the previous years. Ms. Turner believes the Departments are doing a good job in managing their budgets.

Ms. Turner also appeared before the Board to present the Budget Formulation and Planning Guidance for Fiscal Year 15-16. This is a guidance that she provides to the Departments and appropriate agencies to aid them in developing their fiscal year 15-16 budget.

A motion was made by Robert Carter and seconded by Virginia Spruill to adopt the Budget Formulation and Planning Guidance for FY 15-16. **Question Called: All present voting yes. Motion carried.**

Ms. Turner noted that she received a call from Anna Jones inviting the Board of Commissioners and the Board of Education to a sneak preview of her documentary film about her father James H. Jones called *Chairman Jones: an Improbable Leader*. She is asking if the Board is available the beginning of March to have the viewing.

Chairwoman Greene asked Ms. Turner to get some dates together for the Board to view the film.

Ms. Turner would like to schedule a work session to further discuss the request for funding by the school system. She is looking to set the date for February 26<sup>th</sup>.

It was a Board consensus to have the work session at 10:00 am on February 26, 2015.

Ms. Turner also mentioned that the Board had requested a work session or training with the Department of Revenue to discuss some of the Tax issues. Mrs. Allen contacted the Department of Revenue, and they will be happy to meet with the Board at no cost, as long as the Board gives them specific issues to prepare them for their visit. Ms. Turner asked the Board to submit some topics of discussion.

Ms. Turner noted that the Board has received an invitation from Halifax County to participate in a Roanoke Valley Chamber of Commerce Mock Commissioners' Meeting on March 4<sup>th</sup>. The

Board decided that they will focus on the Northampton County Mock Commissioner's Meeting and will not participate in the Halifax County Meeting.

Finally, a representative that is working with Dominion on the Pipeline has contacted Ms. Turner to propose an informational meeting with Government officials, agencies, and possibly land owners that this may affect. The date they've suggested is the 24<sup>th</sup> of February. There are a couple of Commissioners that will not be available. Ms. Turner will see if the Representative can give her another date.

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

**NORTHAMPTON COUNTY  
MID-YEAR FINANCIAL REVIEW  
As of December 31, 2014**

**SUMMARY**

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>PLAN</u>	<u>ACTUAL</u>	<u>DEVIATION</u>	<u>%</u>
Tax/L.Records/Reval	\$862,413	\$443,065	\$384,231	(\$58,834)	-13%
Register of Deeds	\$196,334	\$98,167	\$95,041	(\$3,126)	-3%
Finance	\$606,917	\$340,281	\$388,934	\$48,653	14%
MIS	\$265,639	\$125,270	\$114,051	(\$11,219)	-9%
Governing Body	\$87,391	\$43,696	\$40,792	(\$2,904)	-7%
Administration	\$234,577	\$117,289	\$79,413	(\$37,876)	-32%
Legal	\$70,475	\$35,238	\$26,481	(\$8,757)	-25%
Court Facilities	\$19,100	\$9,550	\$8,977	(\$573)	-6%
Office on Aging	\$55,127	\$27,564	\$20,785	(\$6,779)	-25%
Recreation	\$254,210	\$117,239	\$109,539	(\$7,700)	-7%
Veterans	\$51,035	\$25,518	\$19,943	(\$5,575)	-22%
Sheriff	\$2,252,555	\$1,126,278	\$958,992	(\$167,286)	-15%
Detention Center	\$1,233,317	\$616,659	\$555,542	(\$61,117)	-10%
Cooperative Ext	\$266,705	\$130,193	\$82,502	(\$47,691)	-37%
Elections	\$188,087	\$94,044	\$98,179	\$4,135	4%
Econ. Development	\$188,193	\$86,204	\$84,608	(\$1,596)	-2%
Planning/Zoning	\$155,860	\$76,080	\$67,164	(\$8,916)	-12%
Code Enforcement	\$178,050	\$89,025	\$68,143	(\$20,882)	-23%

Health	\$4,972,119	\$2,222,103	\$1,813,419	(\$408,684)	18%
Soil Conservation	\$90,802	\$45,401	\$43,177	(\$2,224)	-5%
Emergency Mgmt.	\$130,547	\$58,009	\$50,324	(\$7,685)	-13%
Emerg. Medical Svcs.	\$2,387,877	\$1,238,198	\$1,177,915	(\$60,283)	-5%
TECS	\$175,345	\$87,673	\$60,132	(\$27,541)	-31%
Social Services	\$6,988,839	\$3,205,761	\$2,972,818	(\$232,943)	-7%
E-911	\$951,025	\$475,513	\$414,878	(\$60,635)	-13%
Human Resources	\$205,112	\$102,556	\$84,944	(\$17,612)	-17%
Building & Grounds	\$782,408	\$390,511	\$289,323	(\$101,188)	-26%
Central Garage	\$80,388	\$40,194	\$51,235	\$11,041	27%
TDA	\$53,000	\$26,122	\$18,868	(\$7,254)	-28%
<b>TOTAL</b>	<b>\$23,983,447</b>	<b>\$11,493,401</b>	<b>\$10,180,350</b>	<b>(\$1,313,051)</b>	<b>-11%</b>

**COMPARISON TOTALS BY YEAR**

<b><u>Year</u></b>	<b><u>Budget</u></b>	<b><u>Plan</u></b>	<b><u>Actual</u></b>	<b><u>Deviation</u></b>	<b><u>%</u></b>
FY05-06	\$18,731,300	\$9,401,721	\$8,604,615	(\$797,106)	-8%
FY06-07	\$20,090,880	\$9,823,377	\$8,396,463	(\$1,426,914)	-15%
FY07-08	\$21,286,215	\$10,384,279	\$9,278,270	(\$1,106,009)	-11%
FY08-09	\$21,793,943	\$10,685,995	\$8,939,819	(\$1,746,176)	-16%
FY09-10	\$20,631,301	\$10,104,170	\$8,960,426	(\$1,143,744)	-11%
FY10-11	\$21,563,590	\$10,314,082	\$9,120,942	(\$1,193,140)	-12%
FY11-12	\$21,472,421	\$10,734,854	\$9,525,088	(\$1,209,766)	-11%
FY12-13	\$23,034,572	\$11,314,621	\$10,532,522	(\$782,099)	-7%
FY14-15	\$23,983,447	\$11,493,401	\$10,180,350	(\$1,313,051)	-11%

**NORTHAMPTON COUNTY  
MID-YEAR FINANCIAL REVIEW  
AS OF DECEMBER 31, 2014**

**ENTERPRISE FUNDS**

**REVENUE**

<b><u>DEPARTMENT</u></b>	<b><u>BUDGET</u></b>	<b><u>PLAN</u></b>	<b><u>ACTUAL</u></b>	<b><u>DEVIATION</u></b>	<b><u>%</u></b>
Water & Sewer	\$3,051,287	\$1,521,269	\$1,601,865	\$80,596	5%

**EXPENDITURES**

Water & Sewer	\$3,051,287	\$1,525,644	\$906,971	(\$618,673)	-41%
---------------	-------------	-------------	-----------	-------------	------

**REVENUE**

<b><u>DEPARTMENT</u></b>	<b><u>BUDGET</u></b>	<b><u>PLAN</u></b>	<b><u>ACTUAL</u></b>	<b><u>DEVIATION</u></b>	<b><u>%</u></b>
Solid Waste	2,317,454	1,158,727	1,534,230	375,503	32%

**EXPENDITURES**

Solid Waste	2,317,454	1,158,727	1,114,332	(44,395)	-4%
-------------	-----------	-----------	-----------	----------	-----

**NORTHAMPTON COUNTY GENERAL FUND BUDGET FY 2015-2016**

**Budget Formulation and Planning Guidance**

**February, 2015**

**County Manager Recommendation:**

<b>I. Northampton County Schools:</b>	<b><u>Current Year</u></b>	<b><u>FY 15-16</u></b>
A. Current Expense:	\$3,300,000	\$3,300,000
B. Capital Outlay:	\$ 345,000	\$ 345,000
<b>Totals:</b>	<b>\$3,645,000</b>	<b>\$3,645,000</b>

**II. General County Government:**

- A. Mileage reimbursement rate at \$0.55 per mile
- B. Critical Capital Outlay only
- C. 2.5% cost of living increase
- D. Consideration for justified and approved new staff positions (To be considered during Commissioners' budget work sessions)
- E. Department operating budget prepared using zero based budgeting standards
- F. Employee health insurance cost share remain at 80/20

**Citizens/Board Comments:**

*Chairwoman Greene called for Citizens Comments.*

Mr. Clarence Drumgoole appeared before the Board on behalf of the Lake Gaston Association with a proposal of ideas and guidance concerning the Budget Year 15-16. He also noted that the Five-County Forum will be held on March 19<sup>th</sup>, and they are planning the Lake Gaston clean-up day which will be on May 30<sup>th</sup>.

*Chairwoman Greene called for Board Comments.*

Commissioner Carter stated that he is glad that someone from the Department of Revenue is willing to come speak with them at no charge and aid them in dealing with taxes. He said what always sticks in his mind is General Statute 105-380 which deals with forgiveness of tax claims. Any tax that has been released, refunded, or compromised in violation of that statute, may be recovered from any member or members of the governing body who voted for the release, refund, or compromise.

A motion was made by Chester Deloach and seconded by Robert Carter to adjourn. **Question Called: All present voting yes. Motion carried.**

---

Michelle Nelson, Clerk to the Board  
"r.m. 2-16-15"