

**NORTHAMPTON COUNTY
REGULAR SESSION
July 6, 2015**

Be It Remembered that the Board of Commissioners of Northampton County met on July 6, 2015 with the following present: Robert Carter, Fannie Greene, Chester Deloatch, Virginia Spruill, and Joseph Barrett

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

Agenda Work Session:

A 10-minute work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner noted under Tab 14, to add a second closed session for the purpose of G.S. 143-318.11(a)(3).

Regular Session:

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

Approval of Special Called Meeting Minutes for June 12, 2015:

A motion was made by Chester Deloatch and seconded by Virginia Spruill to approve the Special Called Meeting Minutes for June 12, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Regular Meeting Minutes for June 15, 2015:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the Regular Meeting Minutes for June 15, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Closed Session Minutes for June 15, 2015:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the Closed Session Minutes for June 15, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Special Called Meeting Minutes for June 24, 2015:

A motion was made by Robert Carter and seconded by Virginia Spruill that the Special Called Meeting Minutes for June 24, 2015 be received and adopted. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for July 6, 2015:

A motion was made by Virginia Spruill and seconded by Chester Deloatch to approve the amended agenda for July 6, 2015. **Question Called:** *All present voting yes.* **Motion carried.**

Public Hearing: Rezoning Request from Highway Business to Agricultural Residential:

Chairwoman Greene recessed the regular session to go into a public hearing.

Mr. William Flynn, Planning and Zoning Director, appeared before the Board to conduct a public hearing to receive and consider public input on a rezoning request that if granted, will rezone a .67 acre parcel of land from Highway Business to Agricultural Residential.

Chairwoman Greene called for questions from the audience.

Mr. Wesley Cashwell came up to address the Board. He mentioned that when he bought the property there were three lots there. He's already put two homes on the first and second lot. He planned on putting three homes there. He said he would never have bought the lot if he knew it was Highway Business. He is trying to change it back to an Agricultural lot.

Chairwoman Greene closed the public hearing to go back into regular session.

A motion was made by Robert Carter and seconded by Joseph Barrett that the rezoning of the property will put us in line with our land use plan in Northampton County to be in agreement with the zoning in the year 2000 whereby they were against this, and say that we rezone this property from Highway Business to Agricultural Residential. **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: William Flynn, Planning and Zoning Director
DATE: July 6, 2015
SUBJECT: Proposed Re-zoning – Wesley Cashwell

PURPOSE:

The purpose of this public hearing is to receive and consider public input on a re-zoning request that, if granted, will re-zone a .67 acre parcel of land from Highway Business (HB) to Agricultural Residential (AR).

FACTS:

1. The property is parcel number 01-06762 and is located on the south side of Blythe Road (SR 1202) approximately 1/3 mile east of the I-95/ Blythe Road overpass.
2. The property is 29,185.2 square feet in size, or .67 of an acre.
3. The current minimum lot size for Highway Business property is 30,000 feet.
4. The property was re-zoned, against staff's recommendation, from Agricultural-Residential to Highway Business in July of 2000 at the request of the former property owner in order to allow the former owner to re-open a used car business at this location.

DISCUSSION:

- The first re-zoning of the property took place in July of 2000. At that time there was a small block building on the property.
- There was a used car business that operated there for a very short period of time.
- Soon after the business closed, the building was torn down.

- When considering a re-zoning action, the Board must take the following into consideration:

The size of the property relative to the size of surrounding properties, the benefits and detriments of rezoning the property, the disparity of zoning uses between the existing zoning classification and the proposed zoning classification, compatibility with the land use plan.

The relative size of the property:

The property being proposed for re-zoning is .67 of an acre. This size property, one half acre to one acre, is very common for the development of residential use. The property does not meet the minimum lot size requirements for Highway Business properties. The only properties similar in size that carry the HB designation in Northampton County are properties that had businesses on them prior to the adoption of zoning in January of 1994.

Benefits and Detriments:

Staff is of the opinion that if this property were to be re-zoned, the benefits would likely outweigh the detriments. In fact, there may be more harm to the community AND the property owner if the property remains zoned as Highway Business. If the property is rezoned, the property owner may benefit as well as some citizen of the County and the County may well benefit as well. If it is zoned for AR use, a home can easily fit on the property along with the supporting infrastructure. This will provide someone with a home, and the County with a bit of increased tax base for this property. If it remains as Highway Business, it is likely that no business use will ever develop there because of its size. The size of the property makes it difficult to meet the buffer requirements, set back requirements and parking requirements and still have room to operate a business on the property.

Disparity of Zoning Uses:

The difference in zoning uses between Agricultural – Residential properties and Highway Business properties are attached to this paper. While obviously there are differences between AR properties and HB properties, the differences aren't as great as the differences between AR properties and Light Industrial (LI) properties. The Highway Business district was created for the general motoring public, the same motoring public that travels by most of the AR zoned properties in Northampton County.

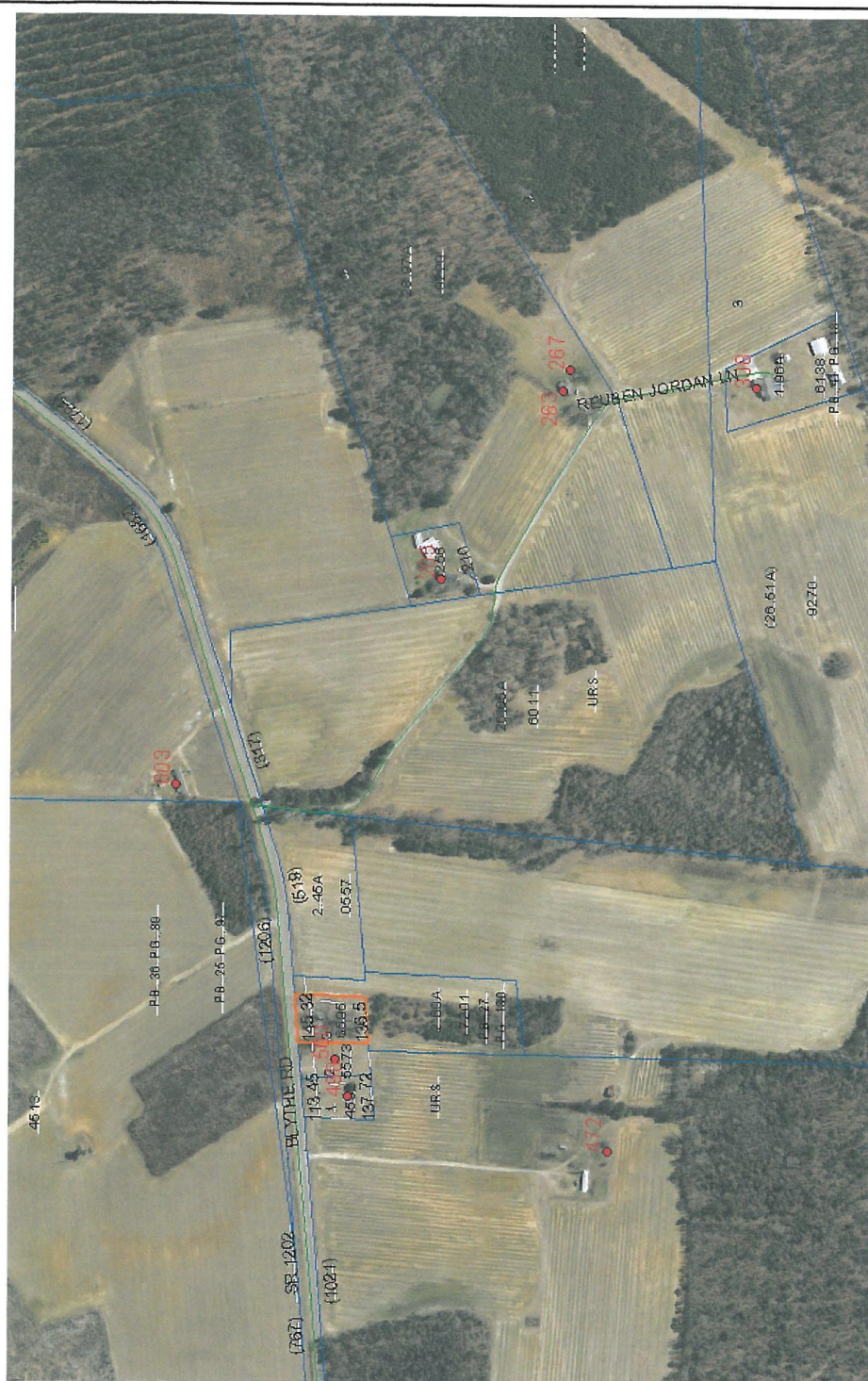
Compatibility with the land use plan:

For years we have used the zoning ordinance and the zoning map as a guide for land use in Northampton County. The action of re-zoning this parcel in July of 2000 made it incompatible with the land use plan for Northampton County. The parcel is too small to meet the size requirements for HB properties and those requirements were the same in July of 2000. The property is not located along a road where one would typically expect to find any type of business. The subject parcel is located in an area surrounded by similar size properties that are zoned Agricultural- Residential (AR). Re-zoning the property is likely a step in the right direction to get this parcel better in line with the land use plan of Northampton County.

CONCLUSION:

It has been proposed by the property owner to re-zone parcel number 01-06762 located on Blythe Road Garysburg, NC from Highway Business (HB) to Agricultural Residential (AR). The property was improperly re-zoned from its original designation of AR to HB in July of 2000. The current owner wishes to re-zone the parcel and have the original designation of Agricultural Residential (AR) reinstated. Staff is of the opinion that the property is better suited for Agricultural Residential uses due to its size, location and the general area in which the property is located.

One Inch = 265 Feet



Northampton County, NC - Tax Map



Disclaimer:
The data provided on this map is prepared for the inventory of real property found within Northampton County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel No: 0106762

Parcel No: 0106762
NC PIN: 4919-28-6595

NC PIN: 4919-28-6595
Owner: CASHWELL, WESLEY L
Owner 2:

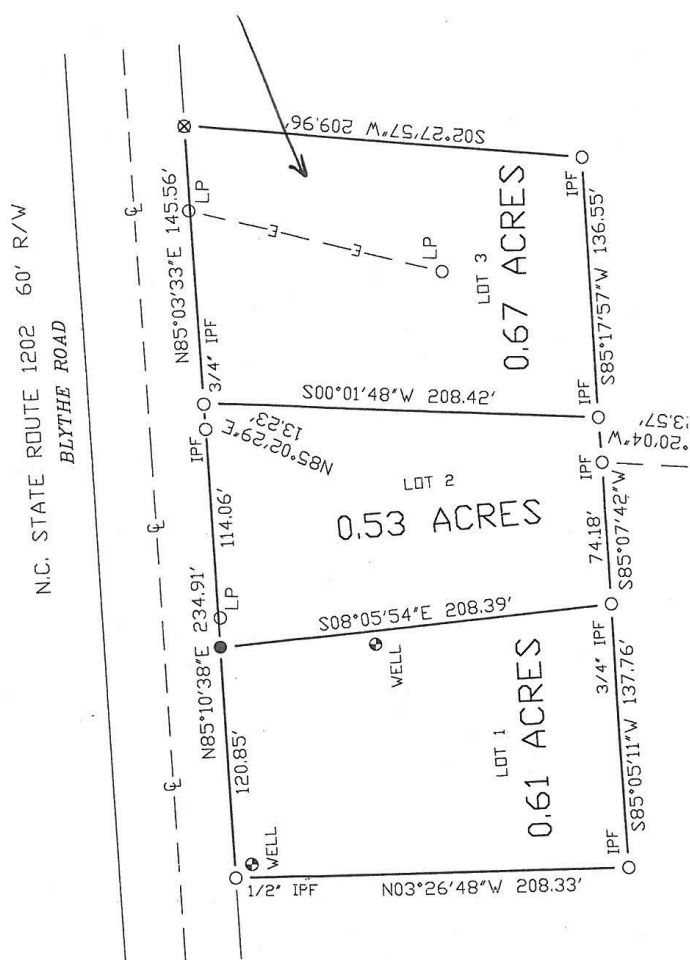
Owner: CASHWELL, WESLEY L
Owner 2:
Owner Address: 1325 E 10TH ST
City, St, Zip: ROANOKE RAPIDS, NC 27870

City, St, Zip: ROANOKE RAPIDS, NC 27870
Parcel Address:
Deed Book/Page: 981/537

Acres: 0.62

Sale Date: 07/26/2013

Parcel Address:
Deed Book/Page: 981/537



Public Hearing- Rezoning Request from Highway Business to Light Industrial:

Chairwoman Greene recessed the regular session to go into a public hearing.

Mr. Flynn appeared before the Board to conduct a public hearing to receive and consider public input on a rezoning request that if granted, will rezone a 36.250 acre portion of a 45.49 acre parcel of land from Highway Business to Light Industrial.

Ms. Anna Jones addressed the Board. She mentioned that the entire 45 acres does not seem to be configured properly for all of it to be Highway Business. She said the nine acres on the front should remain as it is. As she looks to the future concerning the 36 acres, she can't see highway businesses being developed on the back end of the property. She would like to be able to take advantage of any opportunities that are currently classified as Light Industrial.

Chairwoman Greene called for questions from the audience.

Mr. Lenn Woodruff, Jr. wanted to make comments concerning the property. He mentioned that he and his father own part of the property which they currently farm. He feels that if any future opportunity comes along that will help the County and his family, he would be open to it.

Mr. Mike Knudson was also present from Kapstone. He did not have comments, he was just there to learn.

Chairwoman Greene closed the public hearing to go back into regular session.

A motion was made by Chester Deloatch and seconded by Virginia Spruill that Ms. Jones' request be granted. **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: William Flynn, Planning and Zoning Director
DATE: July 6, 2015
SUBJECT: Proposed Re-zoning – Anna Jones

PURPOSE:

The purpose of this public hearing is to receive and consider public input on a re-zoning request that, if granted, will re-zone a 36.250 acre portion of a 45.49 acre parcel of land from Highway Business (HB) to Light Industrial (LI).

FACTS:

1. The property is parcel number 01-00984 and is located on the south side of NC 46 approximately 1/10 of a mile west of the NC 46 / I-95 interchange.
2. The property totals 45.49 acres in size and is currently zoned Highway Business (HB)
3. The property was re-zoned from Heavy Industrial (HI) to Highway Business (HB) initiated by county staff on May 21, 2012.
4. The applicant proposes to re-zone the rear 36.280 acre portion of the property to Light Industrial (LI) and leave the front 9.205 acres zoned Highway Business.

DISCUSSION:

- The county re-zoned this parcel, along with six other nearby parcels, in 2012 to provide some much needed Highway Business property that could potentially be developed as such and to correct some properties that had been zoned incorrectly in 1994.
- The front 9.205 acres that the applicant is proposing to NOT re-zone will be impacted by the NCDOT US -158 Corridor Project (R-2584) as it is currently proposed if that project is executed.

- When considering a re-zoning action, the Board must take the following into consideration:

The size of the property relative to the size of surrounding properties, the benefits and detriments of rezoning the property, the disparity of zoning uses between the existing zoning classification and the proposed zoning classification, compatibility with the land use plan.

The relative size of the property:

The property being proposed for re-zoning is a 36.250 acre portion of a 45.49 acre tract. The parcel is currently zoned Highway Business (HB) and is the largest HB parcel in the County. Its size is greater relative to the other properties in the area that are likewise zoned. When it was zoned HB in 2012, the vision was to have some type of non-residential subdivision available for Highway Business (HB) development.

Benefits and Detriments: (Who benefits and who is negatively impacted?)

This can be a tough call to make. Development can be painstakingly slow in Northampton County at times. The property has been zoned HB for three years and to staff's knowledge there have been no efforts to develop it by the land owner or others. If the proposed portion of the property is not re-zoned and there is an opportunity for the owner to develop it in a manner consistent with Light Industrial zoning, one could argue that the owner was negatively impacted. Conversely, if the portion of the property were rezoned as proposed, and some type of use that only benefits the landowner were placed there, then the general public in the vicinity of the site may claim they were negatively impacted by this re-zoning action.

Disparity of Zoning Uses:

This different uses for each district are attached to this paper for comparison. Prior to May 2012 the property was zoned as Heavy Industrial (HI). Re-zoning the property to Light Industrial (LI) maybe seen as a slight "step down" in zoning uses because the uses allowed in an HI district are typically deemed to be slightly more "noxious" than the uses in an LI district.

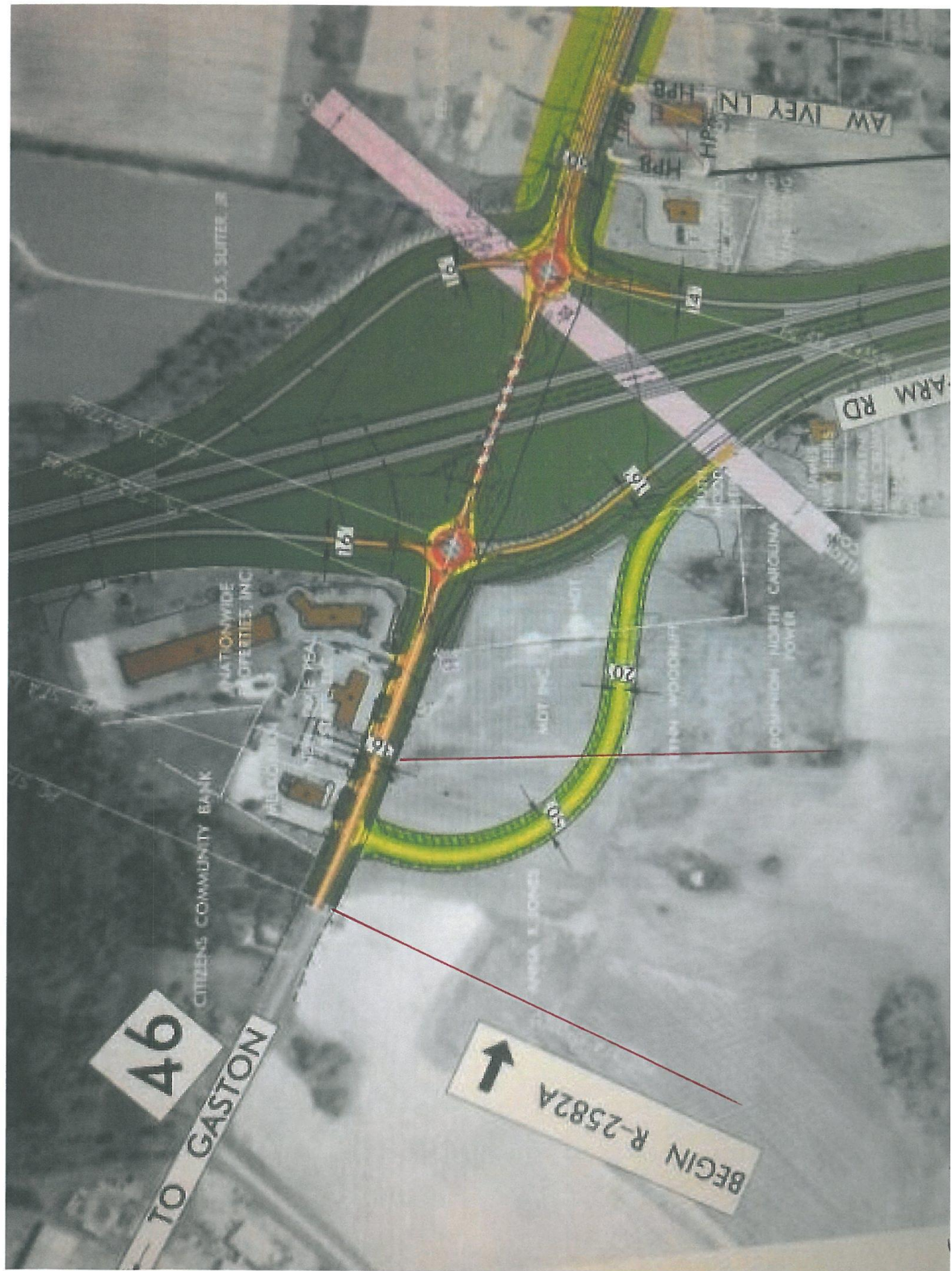
Compatibility with the land use plan:

For years we have used the zoning ordinance and the zoning map as a guide for land use in Northampton County. The action of rezoning this property to Highway Business in 2012 was a step the County considered necessary in order to make available some parcels properly zoned for development along major roads for the general motoring public. This put the parcels in tune with the County's vision for the area located along the I-95 / NC-46 interchange.

CONCLUSION:

It has been proposed by the property owner to re-zone a portion of parcel number 01-00984 from Highway Business (HB) to Light Industrial (LI). The property was re-zoned by the county in May of 2012 from Heavy Industrial (HI) to Highway Business (HB) in order to provide some properties to be developed for the general motoring public. The portion of the property that the applicant proposes to leave zoned as HB will be impacted by the NCDOT US-158 Corridor project if it is executed as planned. This will essentially do away with the HB zoned portion of the property if the County decides to approve this re-zoning action.

Maps and various other documents will be submitted during the public hearing.



Public Hearing Request:

Mr. Flynn appeared before the Board once again to request a public hearing date to hear a zoning ordinance amendment request from a citizen.

Chairwoman Greene asked the Clerk for a date and time. Ms. Nelson gave the date of August 17, 2015 at 1:05 pm.

A motion was made by Robert Carter and seconded by Virginia Spruill that the request be granted for a public hearing on August 17th at 1:05 pm. **Question Called:** *All present voting yes.* **Motion carried.**

Danger Buoy Concern and Tethered Dog Law:

Mrs. Kathleen Herrmann, citizen, appeared before the Board to discuss concerns of a Danger Buoy in Lake Gaston and concerns of a tethered dog law in her community of North Point Cove.

County Attorney McKellar asked Mrs. Herrmann to give him a call to resolve both matters.

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



Dear Michelle Nelson;

Last September, a no wake/danger buoy was requested, by me, for the safety of the people enjoying Northpoint Cove on Lake Gaston, and for the protection of them and their property from excessive speeds exhibited by boaters and jet skis. In addition, the placement of the buoy would help to prevent boaters and jet skis from entering the very shallow water off the point which is filled with harmful obstructions like rocks, and tree trunks. This very shallow point in the landscape next to my property creates a blind corner for boaters and jet skisers resulting in an unsafe situation for me, my family, and our guests. When in the water swimming and floating a watercraft operator cannot see through the foliage growing on the point. As you know there is no speed limit for water craft at Lake Gaston. However; any speed that presents a danger to people or property on the lake is against the law. To be fair, watercraft operators need to be alerted to the shallow water, the blind point, and the possibility of swimmers, floaters, fisherman, and kayakers behind the foliated covered shallow area. Please consider placing a buoy 100 ft. from the point to prevent harm to people and property at this location. This recommendation is supported by N.C. Wildlife Resources Commission in their March 30, 2015 letter. Please allow me to represent my concerns at your July 6th meeting at 10:00 am

Also, a question of concern has arisen by NPCPOA in regard to the tethered dog law in North Hampton County. The neighbor living next to the tethered dogs feel threatened by the large dogs and their possible escape. In addition the entire subdivision has empathy and concerns for dogs that appear to be inhumanely attached to a heavy but short chain for excessive time periods every day. Could a property owner's association prohibit the chaining of dogs as part of their by-laws? If so, how would the association enforce the subdivision laws? Why is

North Hampton County laws allow the chaining of dogs while most other counties in North Carolina oppose this treatment of dogs? Do we have to wait until a dog bites, maims or kills someone to do what is right for the safety of individuals living in this county? Animals are at the mercy of their owners or providers. The way they are raised, trained and treated strongly influences their behaviors. The dogs I am talking about have only the restraint of a 18" chain. They have damaged the property where they have been held captive by tearing and ripping away the screens on doors, windows, and the sunroom. On some days, they have no water, or food. This case has been reported and investigated but the determination was in favor of the owner of the animals. Our association consists of many dogs lovers and would like to receive notice of the possible solutions available to our residents. Please allow me to represent our concerns at your July 6th meeting at 10:00 am.

Sincerely,

Kathleen Herrmann

Vehicle Financing, Sheriff's Bank Accounts Signature Cards, and Financial Report:

Mrs. Dot Vick, Finance Officer, appeared before the Board to seek approval to accept the financing proposal submitted by Southern Bank for the purchase of a 2015 G 4500 Chevrolet Ambulance, 2015 Ford F-150 Pickup Truck, and John Deere 5065 Utility Drive Tractor.

A motion was made by Robert Carter and seconded by Joseph Barrett to approve the financial proposal submitted by Southern Bank and staff to continue with the financing of these property proposals. **Question Called: All present voting yes. Motion carried.**

Mrs. Vick also appeared before the Board to obtain approval of a Bank Resolution for signature for the Northampton County Jail Inmate Account at Southern Bank.

A motion was made by Robert Carter and seconded by Chester Deloatch that the following people be authorized to sign checks for the Northampton County Jail Inmate Account with Southern Bank effective July 1, 2015: the Sheriff, the Jail Administrator, and the Detention Center Sergeant. **Question Called: All present voting yes. Motion carried.**

Finally, Mrs. Vick presented the Operating Budget Report for period ending June 30, 2015.

Chairwoman Greene asked Mrs. Vick about water concerns. Mrs. Vick stated that we are going to have an additional month of Revenue to post to the existing \$152,000. That's what the end figure would be. Between the water and sewer both, it is a little over \$250,000.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
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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

DECISION PAPER

TO: Northampton County Board of Commissioners

FM: Dot Vick, Finance Officer

RE: Vehicle Financing *DV*

DT: July 1, 2015

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

1. 2015 G 4500 Chevrolet Ambulance-----\$ 137,434.00
2. 2015 Ford F-150 Pickup truck----- 23,155.00
3. John Deere 5065 Utility Drive tractor with Loader----- 26,545.00

Total to finance-----\$187,134.00

FACTS:

The above vehicles were approved in separate decision papers submitted by Mr. Joyner and Mr. Morris by the Board.

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

PNC Bank, Raleigh, NC
Southern Bank, Jackson, NC
First Citizens Bank, Roanoke Rapids
Sun Trust, Atlanta, GA

DISCUSSION:

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

Total to Finance:	\$187,134
Terms:	Three (3) years (as requested)
a. Interest rate:	2.05
b. No. of Payments	Three (3) annual
c. Payment amount	\$ 62,378.00 principal plus interest (in arrears)

Financing proposal attached.

No bids were received from PNC or First Citizens after two invitations to bid were sent to the Institutions. The first invitation was sent May 1, 2015 with the second invitation sent June 1, 2015.

RECOMMENDATION:

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

COORDINATION:

County Manager

Concur: _____
Concur with Comment _____
Non-Concur _____



June 29, 2015

INSTALLMENT PURCHASE CONTRACT PROPOSAL FOR:

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

OFFERED BY:

Southern Bank & Trust Company
121 East Main Street
PO Box 729
Mount Olive NC 28365

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

LOAN PURPOSE: To finance the purchase of a 2015 G-4500 Chevrolet Ambulance, a 2015 Ford F-150 ½ Ton Pickup Truck and a John Deere 5065 Utility Drive Tractor with Loader as outlined in a Request for Proposal dated June 29, 2015.

LOAN AMOUNT: \$187,134.00

TYPE OF LOAN: Term Loan

INTEREST RATE: Interest will accrue on the outstanding principal balance of the loan at the rate of 2.05% per annum.

TERMS OF REPAYMENT: The loan will be payable in 3 consecutive annual payments of \$62,378.00 each plus accrued interest. The first payment will be due one year after the loan closes and each subsequent payment will be due on that same day every year. All unpaid principal and accrued interest will be due and payable at maturity.

LOAN ORIGINATION FEE: None.

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

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

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

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

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

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

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

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

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

PROPOSAL AND CONDITIONS: This is a proposal and not a commitment to provide funding. The closing of the transaction must occur on or before August 29, 2015. If the transaction is not closed on or before that date, our obligation to fund the transaction will terminate. If, prior to the closing of the transaction, there is a material adverse change in your financial condition, or if we discover adverse circumstances of which we are currently unaware, we may rescind this proposal and will have no obligation to fund the transaction. Final and full approval is subject to the approval of the Executive Management of Southern Bank & Trust Company.

This proposal will expire unless it is accepted in writing and the acceptance is received by the undersigned on or before July 29, 2015.

Southern Bank & Trust Company



By: Meg Hall
City Executive / Vice President

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

County of Northampton, North Carolina

By: _____

Title: _____

Date: _____

SUMMARY OF TERMS AND CONDITIONS

Lessee:	Northampton County, NC ("Lessee").
Lessor:	SunTrust Equipment Finance & Leasing Corp. ("Lessor").
Property Subject to Lease:	Various equipment (the "Property").
Maximum Principal Component:	\$187,134
Interest Rate:	2.10% (the "Interest Rate")
Lease Term:	Three (3) years (the "Term")
Anticipated Commencement Date:	7/15/15
Payment Frequency:	Annually. Based on the anticipated commencement date identified above, a proposed payment schedule is attached.
Structure:	<p>Lease/purchase financing under a Master Lease/Purchase Agreement and an Equipment Schedule (the "Agreement"). Rental payments will be subject to annual appropriation.</p> <p>Lessee will be responsible for all costs and expenses associated with operation, maintenance, taxes and insurance.</p>
Security:	A security interest in the Property.
Prepayment:	Prepayable in whole on any payment date at a premium of 1% of the amount prepaid.
Issuance Costs:	Lessee will pay a documentation fee of \$100 plus UCC fees.
Tax Status:	<p>The Interest Rate has been established on the assumption that Lessee is a state or political subdivision within the meaning of Section 103 of the Internal Revenue Code, and that therefore interest will be exempt from federal income tax. Lessee will make customary representations, warranties and covenants to establish and maintain the exemption. If qualified, Lessee will designate the Agreement as "bank qualified." If the interest component of rental payments is determined to be taxable, Lessee will pay Lessor on demand such amounts (including additional interest, fines, penalties and other additions to tax) as will restore to Lessor its</p>

contemplated after-tax yield on the financing.

The Interest Rate will be subject to upward adjustment during the Term if the federal corporate income tax rate is reduced (or the benefit of the interest income exclusion capped) to account for the reduced value of the interest income exclusion to Lessor.

Opinions:

Lessee will deliver an opinion of its counsel in form and substance satisfactory to Lessor.

All opinions shall expressly provide that successors and assigns of Lessor may rely on them.

Documentation:

Lessor's standard form documentation, which such proposed changes as Lessor may approve in its sole discretion.

Funding:

An escrow account at SunTrust Bank will be established to hold the financing proceeds. Monies in escrow will be disbursed from time to time, upon delivery of documentation specified in the escrow agreement and approval of Lessor, to pay costs of the Property. Lessee will pay a \$250 fee for the account set up and administration. The fee will be paid for out of the escrow earnings. However, in the event the escrow account does not earn sufficient interest to pay the escrow fee, the Lessee agrees to pay the shortfall amount. Any excess interest earnings above \$250 will be for the benefit of the Lessee.

If Lessee intends to be reimbursed for any equipment cost associated with the Agreement, intent for reimbursement from the proceeds of the Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

Market Disruption:

Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this proposal, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, Lessor may modify the indicative pricing described above.

Credit Approval:

This proposal is subject to credit approval.

Proposal Expiration:

This proposal expires on June 19, 2015, if not awarded to Lessor by a written notification on or before that date. If so awarded, Lessor will honor the quoted rate for a closing on

or before July 15, 2015.



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Post Office Box 668

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Dorothy E. Vick
Finance Director

Bill Blanchard
MIS

DECISION PAPER

TO: Northampton County Board of Commissioners
FROM: Dot Vick, Finance Officer *D, U*
DATE: July 1, 2015
RE: Signature on Bank Accounts

PURPOSE:

The purpose of this decision paper is to obtain approval of Bank Resolution for signature for the following account at Southern Bank:

Northampton County Jail Inmate Account

FACTS:

Northampton County will be moving this account to Southern Bank in Jackson. Sheriff Jack Smith was appointed Deputy Finance Officer on December 2, 2013, for this account with all regards including bank statements and other records submitted to the County Finance Officer for reconciliation.

RECOMMENDATION:

The Board of Commissioners appoint the following persons to sign checks, as per Bank Resolution, for Northampton County Jail Inmate Account with Southern Bank effective July 1, 2015.

Jack Smith – Sheriff
Milton Drew – Jail Administrator
Cassandra A. Buffaloe, Detention Center Sergeant

Respectfully submitted,

COORDINATION:

Jack Smith, Sheriff

Concur: Sherriff Jack Smith

Concur with Comment: _____

Non-Concur: _____



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INFORMATION PAPER

TO: Northampton County Board of Commissioners

FROM: Dot Vick *D.V.*
Finance Officer

DATE July 1, 2015

RE: Northampton County Operating Budget Report
For period ending June 30 2015.

Attached you will find the operating budgets for period ending **June 30, 2015**.
These budget indicated revenues and expenditures for the following funds:

Operating budget (General & Social Services)

:	Revenues (over) expenditures-----	\$ 1,668,886.22	Fund 11-General
	Revenues (under) expenditures-----	- 539,544.84	Fund 80- Social
	Net revenues over expenditures --	\$1,129,341.38	

Enterprise Funds-

Water – Revenue <u>over</u> expenditures-----	--	\$ 152,196.28
Solid Waste- Revenue <u>under</u> expenditures-----		\$ - 36,523.70

Notes:

The general fund currently showing revenues over expenditures for fiscal year 2015 as of June 30, 2015 with additional revenues to be booked for fiscal year. The DSS fund has revenue under expenditures due to timing of reimbursement revenues. There are two main sources of revenue to be received which are two months of sales tax and the Ambulance Cost Settlement which is in excess of \$300,000. Also, there will be payables charged to 2015 fiscal year.

The water enterprise fund has revenues over expenditures for fiscal year 2015 by \$152,196.09 which represents only 11 month (June has not be recorded).

The solid waste enterprise fund is operating in the red by \$36,523.70 which should change some with the recording of receivables and payables.

This does not represent the final figures for fiscal year 2015.

Respectively submitted.

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ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
3100 TAXES -ADVALOREM	-18,284,508	-18,632,962	-19,154,699.48	-159,750.13	.00	521,737.48	102.8%
3200 OTHER TAXES & LICENSES	-108,400	-108,400	-126,433.19	-4,874.34	.00	18,033.19	116.6%
3230 SALES TAX	-1,475,000	-1,475,000	-1,480,657.03	-146,700.83	.00	5,657.03	100.4%
3300 INTERGOVERNMENTAL REVENUE	-84,000	-84,000	-73,815.66	-1,547.53	.00	-10,184.34	87.9%
3310 CATEGORIAL GRANTS	-433,049	-467,749	-290,478.44	-32,869.07	.00	-177,270.56	62.1%
3315 INTERGOVERNMENTAL/RESTRICTED	-268,968	-268,968	-237,986.01	-19,686.65	.00	-30,981.99	88.5%
3330 HEALTH-FED/STATE - RESTRICTED	-1,555,920	-1,720,629	-1,451,376.08	-17,192.67	.00	-269,252.92	84.4%
3340 PERMITS & FEES	-195,150	-195,150	-222,409.63	-15,600.25	.00	27,259.63	114.0%
3400 SALES & SERVICES	-1,162,682	-1,284,420	-1,228,507.26	-69,314.34	.00	-55,912.74	95.6%
3432 SHERIFF- SPECIAL ACCOUNTS	-33,000	-35,000	-49,909.56	-890.72	.00	14,909.56	142.6%
3450 SALES & SERVICES-HEALTH	-1,493,020	-1,494,581	-1,177,754.36	-88,662.10	.00	-316,826.84	78.8%
3830 MISC REVENUE	-39,378	-57,134	-65,089.80	-692.00	.00	7,955.80	113.9%
3831 INVESTMENT EARNINGS	-3,600	-3,600	-6,217.20	-215.10	.00	2,617.20	172.7%
3832 SPECIAL PROJECT	-10,000	-15,804	-25,790.22	-4,501.00	.00	9,986.22	163.2%
3910 DEBT REFUNDING REVENUE	0	-163,980	.00	.00	.00	-163,980.00	.0%
3990 FUND BALANCE APPROPRIATED	-1,102,921	-1,584,005	.00	.00	.00	-1,584,005.00	.0%
4110 GOVERNING BODY	87,391	86,491	81,329.91	7,500.43	.00	5,161.09	94.0%
4120 ADMINISTRATION	234,577	227,577	154,719.50	12,577.40	.00	72,857.50	68.0%
4122 PERSONNEL DEPARTMENT	201,967	203,612	181,342.64	15,306.05	.00	22,269.36	89.1%
4123 ELLNESS GRANT-HUMAN RESOU	0	7,798	3,502.90	.00	.00	4,295.10	44.9%
4130 FINANCE	606,917	605,917	619,800.96	50,799.81	.00	-13,883.96	102.3%
4132 HOSPITALIZATION-RETIRES	245,382	245,382	225,331.93	28,463.33	.00	20,050.07	91.8%
4140 TAX DEPARTMENT	636,224	626,224	531,983.38	44,621.43	.00	94,240.62	85.0%
4144 LAND RECORDS	176,169	173,669	166,121.31	15,281.39	.00	7,547.69	95.7%
4150 LEGAL SERVICES	70,475	70,475	48,551.83	2,484.07	.00	21,923.17	68.9%
4160 COURT FACILITIES	19,100	19,100	15,560.21	1,091.37	.00	3,539.79	81.5%
4168 TREATMENT FOR EFFECTIVE COMMU	234,839	234,839	116,159.28	8,202.26	649.78	118,029.94	49.7%
4170 ELECTIONS	188,087	190,060	146,707.17	19,195.47	3,197.28	40,155.55	78.9%
4180 REGISTER OF DEEDS	231,872	263,601	254,679.68	15,327.00	.00	8,921.32	96.6%
4190 PUBLIC BUILDINGS	782,408	798,954	668,624.91	63,356.11	59,644.01	70,685.08	91.2%
4210 MANAGEMENT INFORMATION SYSTEM	265,639	264,639	215,824.23	19,182.67	18,921.59	29,893.18	88.7%
4220 CENTRAL GARAGE	80,388	74,388	85,141.96	7,624.60	914.00	-11,667.96	115.7%
4250 BULK FUEL	28,292	28,292	12,826.47	18,267.15	.00	15,465.53	45.3%
4270 CENTRAL STORES	11,100	11,100	3,916.45	482.09	4,581.55	2,602.00	76.6%
4310 SHERIFF	2,518,288	2,509,369	2,191,983.87	142,456.54	23,425.13	293,960.00	88.3%
4312 SCHOOL RESOURCE OFFICER	142,182	143,091	124,307.27	11,007.77	.00	18,783.73	86.9%
4315 GHSP	0	18,220	15,425.13	.00	.00	2,794.87	84.7%
4316 SHERIFF'S EXECUTION ACCOUNT	27,000	27,000	19,064.47	.00	.00	7,935.53	70.6%
4320 JAIL	1,311,247	1,312,867	1,141,253.53	87,655.42	2,225.00	169,388.47	87.1%
4321 YOUTH DETENTION	50,000	50,000	6,588.00	3,782.00	.00	43,412.00	13.2%
4325 EMERGENCY COMMUNICATIONS	951,025	926,025	849,907.47	71,963.07	585.00	75,532.53	91.8%
4326 911 RADIO FUND	0	164,300	37,556.02	2,848.54	.00	126,743.98	22.9%
4330 EMERGENCY MANAGEMENT	130,547	166,953	122,686.86	11,298.20	8,178.00	36,088.14	78.4%
4340 FIRE PROTECTION	105,340	105,340	93,337.18	8,172.98	.00	12,002.82	88.6%

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ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
4350 CODE ENFORCEMENT/INSPECTIONS	180,850	176,850	155,451.33	12,894.00	.00	21,398.67	87.9%
4360 MEDICAL EXAMINER	10,000	10,000	3,400.00	1,350.00	.00	6,600.00	34.0%
4370 AMBULANCE SERVICE	2,835,148	2,947,582	2,687,431.52	266,480.25	171,442.35	88,708.13	97.0%
4371 CONTRIBUTION-RESCUE SQUADS	14,000	14,000	13,999.98	.00	.00	.02	100.0%
4380 ANIMAL CONTROL	108,695	108,695	77,462.91	5,118.09	40.00	31,192.09	71.3%
4530 TRANSPORTATION-AIRPORTS	24,000	29,000	29,000.00	.00	.00	.00	100.0%
4730 DRAINAGE & WATERSHED PROTECT.	4,000	4,000	4,000.00	.00	.00	.00	100.0%
4731 CONTRIBUTIONS-ENVIRON. PROTEC	75,000	75,000	75,000.00	.00	.00	.00	100.0%
4910 PLANNING	178,355	177,355	141,568.90	9,913.82	.00	35,786.10	79.8%
4920 ECONOMIC DEVELOPMENT	186,571	185,571	172,748.73	19,125.96	.00	12,822.27	93.1%
4922 EDC PROJECTS	0	348,454	.00	.00	.00	348,454.00	.0%
4923 EDC LOWES PROJECT	150,000	175,000	155,451.56	13,943.79	.00	19,548.44	88.8%
4930 CONTRIBUTIONS- ECONOMIC & PHY	20,500	26,539	26,539.60	1,950.00	.00	-.60	100.0%
4950 COOPERATIVE EXTENSION	266,705	270,145	159,674.69	1,320.14	1,108.20	109,362.11	59.5%
4955 AG DAY	0	1,073	.00	.00	.00	1,073.00	.0%
4956 NOURISHING NC GARDEN	0	2,980	1,028.07	.00	.00	1,951.93	34.5%
4960 SOIL/WATER CONSERVATION	90,802	89,802	92,219.19	9,214.21	.00	-2,417.19	102.7%
5000 CONTRIBUTIONS TO OUTSIDE AGENC	890	1,390	1,838.85	340.37	.00	-448.85	132.3%
5110 HEALTH	803,634	789,168	533,984.11	44,198.63	8,151.90	247,032.01	68.7%
5111 COMMUNICABLE DISEASE	23,138	23,138	20,399.45	1,591.93	.00	2,738.55	88.2%
5112 HEALTHY CAROLINIAN	0	0	300.00	.00	.00	-300.00	100.0%
5113 AID TO COUNTIES-	106,216	106,216	80,589.73	7,265.65	.00	25,626.27	75.9%
5120 IMMUNIZATION PROGRAM	4,158	15,296	12,954.24	.43	.00	2,341.76	84.7%
5122 STD DRUGS	1,123	1,123	1,126.35	.00	.00	-3.35	100.3%
5123 CAROLINA ACCESS III	331,808	331,808	187,982.40	8,086.29	.00	143,825.60	56.7%
5124 TUBERCULOSIS	34,061	34,061	23,998.69	2,103.75	.00	10,062.31	70.5%
5138 HEALTH - JAIL TEST SITE	53,004	65,566	59,036.60	286.44	314.67	6,214.73	90.5%
5139 PREGNANCY CARE MANAGEMENT	68,301	68,301	59,497.15	4,676.92	.00	8,803.85	87.1%
5142 MOSQUITO CONTROL	14,840	0	.00	.00	.00	.00	.0%
5143 NURSE FAMILY PARTNERSHIP	477,175	582,710	472,813.65	26,985.96	.00	109,896.35	81.1%
5144 HEALTHY COMMUNITIES	13,217	26,832	25,037.25	1,546.45	.00	1,794.75	93.3%
5146 HEALTH-SUSAN KOMEN GRANT	0	23,350	16,821.82	2,744.25	462.00	6,066.18	74.0%
5147 STD PREVENTION	0	1,050	658.37	.00	.00	391.63	62.7%
5150 SCHOOL NURSE PROGRAM	150,000	150,000	141,587.73	.00	.00	8,412.27	94.4%
5151 BREAST & CERVICAL CANCER	34,603	34,603	28,535.53	3,234.14	.00	6,067.47	82.5%
5154 HOME HEALTH	1,233,997	1,233,997	910,964.66	80,662.64	67,346.15	255,686.19	79.3%
5159 HEALTH CHECK	39,220	39,220	36,182.57	3,018.04	.00	3,037.43	92.3%
5160 CHILD HEALTH	262,458	262,458	226,422.26	26,507.90	123.49	35,912.25	86.3%
5161 CHILD SERVICES COORDINATION	58,312	58,312	58,099.93	4,304.63	.00	212.07	99.6%
5162 MATERNAL OUTREACH WORK	0	0	.10	.00	.00	-.10	100.0%
5163 MATERNAL HEALTH	178,285	178,451	70,049.25	5,722.79	123.48	108,278.42	39.3%
5164 FAMILY PLANNING	222,806	220,092	160,461.21	15,729.46	123.48	59,507.34	73.0%
5165 ADULT HEALTH-HEALTH PRO CLINI	17,095	17,095	15,997.33	1,058.35	.00	1,097.67	93.6%
5166 HEAD START	33,417	37,835	31,069.62	2,830.28	.00	6,765.38	82.1%

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ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
11 GENERAL FUND	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
5167 WIC- GENERAL ADMINISTRATION	13,230	13,230	12,235.27	1,024.21	.00	994.73	92.5%
5168 WIC - EDUCATIONAL	35,984	35,984	32,107.13	2,353.28	.00	3,876.87	89.2%
5169 WIC - CLIENT SERVICES	88,857	88,857	84,513.17	6,743.00	.00	4,343.83	95.1%
5170 WIC - BREAST FEEDING	5,044	5,044	3,659.79	293.47	.00	1,384.21	72.6%
5171 WIC - BREAST FEEDING PEER	2,854	10,854	6,131.84	879.63	.00	4,722.16	56.5%
5173 WISE WOMAN PROJECT	10,841	10,841	8,898.94	669.98	.00	1,942.06	82.1%
5178 PREPARED & RESPON.BIOTERRORIS	36,938	36,938	33,471.86	2,755.79	.00	3,466.14	90.6%
5180 ENVIRNOMENTAL HEALTH	191,959	189,592	169,888.63	13,509.50	.00	19,703.37	89.6%
5190 ELDERLY & HANDICAPPED	66,574	108,312	105,402.10	200.96	.00	2,909.90	97.3%
5194 HOME DELIVERED MEALS	123,126	123,126	80,750.01	1,591.63	1,462.50	40,913.49	66.8%
5196 HOME & COMMUNITY CARE BLOCK G	119,000	100,917	103,148.35	11,547.00	.00	-2,231.35	102.2%
5197 HEALTH - AIDS CONTROL	30,014	30,014	25,213.03	2,013.77	.00	4,800.97	84.0%
5199 WIC-CROSSROADS	0	1,091	496.00	.00	.00	595.00	45.5%
5210 CONTRIBUTION TO MENTAL HEALTH	81,614	81,614	77,613.96	6,467.83	.00	4,000.04	95.1%
5311 DSS- (DEPT OF SOCIAL SERVICES	1,998,418	1,998,418	1,998,418.08	166,534.84	.00	-.08	100.0%
5811 OFFICE ON AGING	55,127	54,627	51,342.28	5,017.46	.00	3,284.72	94.0%
5820 VETERANS' SERVICE	51,035	46,035	37,447.37	5.35	.00	8,587.63	81.3%
5833 CBA-AIM & BMB	100,629	100,629	91,939.12	7,605.18	.00	8,689.88	91.4%
5850 SPECIAL PROJECTS	8,182	8,182	7,731.25	.00	.00	450.75	94.5%
5 NORTHAMPTON CO PUBLIC SCHOOLS	3,725,000	3,738,214	3,642,186.01	329,261.51	.00	96,027.99	97.4%
5 COMMUNITY COLLEGE	30,000	30,000	30,000.00	.00	.00	.00	100.0%
6110 LIBRARY	137,809	137,809	137,809.08	11,484.09	.00	-.08	100.0%
6120 RECREATION	242,674	246,210	215,618.87	27,535.91	4,749.00	25,842.13	89.5%
6121 RECREATION PROGRAMS EXPENSE	11,000	15,000	11,632.76	2,152.50	400.00	2,967.24	80.2%
6123 NORTHAMPTON CULTURAL ART C	8,510	8,658	8,657.89	298.98	.00	.11	100.0%
6140 MUSEUMS	3,000	3,000	3,000.00	3,000.00	.00	.00	100.0%
8218 INSURANCE	-179,132	0	28,836.06	.00	.00	-28,836.06	100.0%
9800 TRANSFER TO OTHER FUNDS	1,508,469	1,808,469	1,808,469.00	.00	.00	.00	100.0%
9910 CONTINGENCY	100,000	60,316	.00	.00	.00	60,316.00	.0%
TOTAL GENERAL FUND	0	0	-1,668,886.22	1,293,601.85	378,168.56	1,290,717.66	100.0%
TOTAL REVENUES	-26,249,596	-27,591,382	-25,591,123.92	-562,496.73	.00	-2,000,258.28	
TOTAL EXPENSES	26,249,596	27,591,382	23,922,237.70	1,856,098.58	378,168.56	3,290,975.94	

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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	-5,310,220	-3,997,126.56	-376,743.22	.00	-1,313,093.44	75.3%	
3539 DSS-COUNTY REVENUE	-1,998,418	-1,991,410	-2,008,312.08	-167,256.84	.00	16,902.08	100.8%	
5311 DSS- (DEPT OF SOCIAL SERVICES	5,036,966	5,036,966	4,533,579.16	391,332.13	2,409.43	500,977.41	90.1%	
5346 DSS FED & STATE EXPENDITURES	1,512,200	1,824,991	1,571,926.42	82,479.70	.00	253,064.58	86.1%	
5390 DSS COUNTY EXPENDITURES	435,736	439,673	439,477.90	11,555.19	.00	195.10	100.0%	
TOTAL DEPARTMENT OF SOCIAL SER	0	0	539,544.84	-58,633.04	2,409.43	-541,954.27	100.0%	
TOTAL REVENUES	-6,984,902	-7,301,630	-6,005,438.64	-544,000.06	.00	-1,296,191.36		
TOTAL EXPENSES	6,984,902	7,301,630	6,544,983.48	485,367.02	2,409.43	754,237.09		

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ACCOUNTS FOR: 61 ENTERPRISE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3710 ENTERPRISE REVENUE	-3,051,287	-3,057,753	-3,053,299.37	-5,207.67	.00	-4,453.63	99.9%
3910 DEBT REFUNDING REVENUE	0	-23,155	.00	.00	.00	-23,155.00	.0%
7110 ENTERPRISE FUND	3,051,287	3,080,908	2,901,103.09	539,327.32	24,337.81	155,467.10	95.0%
TOTAL ENTERPRISE FUND	0	0	-152,196.28	534,119.65	24,337.81	127,858.47	100.0%
TOTAL REVENUES	-3,051,287	-3,080,908	-3,053,299.37	-5,207.67	.00	-27,608.63	
TOTAL EXPENSES	3,051,287	3,080,908	2,901,103.09	539,327.32	24,337.81	155,467.10	

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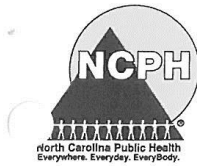
ACCOUNTS FOR:	ORIGINAL	REVISED				AVAILABLE	PCT
66 SOLID WASTE	APPROP	BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
3710 ENTERPRISE REVENUE	-2,317,454	-2,317,454	-2,210,668.68	-18,646.91	.00	-106,785.32	95.4%
4720 SOLID WASTE	2,317,454	2,317,454	2,247,192.38	187,961.50	.00	70,261.62	97.0%
TOTAL SOLID WASTE	0	0	36,523.70	169,314.59	.00	-36,523.70	100.0%
TOTAL REVENUES	-2,317,454	-2,317,454	-2,210,668.68	-18,646.91	.00	-106,785.32	
TOTAL EXPENSES	2,317,454	2,317,454	2,247,192.38	187,961.50	.00	70,261.62	

NC Alliance of Public Health Agencies Contract:

Mr. John White, Acting Health Director, appeared before the Board to request approval of the amendments to the agreement between NC Alliance of Public Health Agencies, Inc. and Northampton County Health Department to provide contract personnel.

A motion was made by Virginia Spruill and seconded by Joseph Barrett to accept and approve the recommendation coming from our Acting Health Director, Mr. White. **Question Called:** *All present voting yes.* **Motion carried.**

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



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
DATE: July 6, 2015
RE: NC Alliance of Public Health Agencies, Inc. Contract Amendments

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the amendments to the agreement between North Carolina Alliance of Public Health Agencies, Inc. and Northampton County Health Department to provide contract personnel.

FACTS:

1. The NC Alliance of Public Health Agencies has provided the health department with contract personnel since 1999.
2. The purpose of this public health staffing agreement is to connect public health personnel with the health department in order to provide quality services.
3. Contract changes made at the recommendation of the County Attorney. All amendments serve to bring clarity and elaboration to the existing contract.
4. There are no monetary changes or changes to the service provided.
5. This contract was sent to Scott McKellar on March 12, 2015 to go through the contract process.
6. The contract amendments will be presented to the Board of Health at their July 9, 2015 meeting.
7. Effective date of the contract will be July 1, 2015, upon approval.

DISCUSSION:

Since 1999, the North Carolina Alliance of Public Health Agencies has provided contract personnel to Northampton County Health Department. This public health staffing agreement connects public health personnel to the health department to provide the best quality services. All contract changes serve to clarify and elaborate on the content of the existing agreement. The contract was sent to the county attorney, Scott McKellar, on March 12, 2015 to go through the contract process. The contract changes will be presented to the Board of Health at their July 9, 2015 meeting.

RECOMMENDATIONS:

The Northampton County Health Department recommends that the Commissioners approve the proposed amendments to the contract between Northampton County Health Department and NC Alliance of Public Health Agencies, Inc. to provide contract public health personnel to the health department as presented above with an effective date of July 1, 2015.

Respectfully submitted,



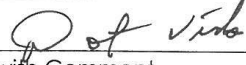
John L. White,
Acting Health Director

COORDINATION:

County Manager:

Concur 
Concur with Comment  6/24/15
Non-concur _____

Finance Director:

Concur  6-23-15
Concur with Comment _____
Non-concur _____

NORTH CAROLINA ALLIANCE OF PUBLIC HEALTH AGENCIES, INC.
CONTRACT

This Public Health Staffing Agreement ("Agreement") is entered into by and between Northampton County Health Department ("Client") and the North Carolina Alliance of Public Health Agencies, Inc. (Agency) for the purpose of using Public Health Professionals to provide professional services at Client's facility(ies).

1. DESCRIPTION OF SERVICES. The Alliance will use its best efforts to recruit qualified Public Health Personnel in accordance with Client's specifications for staffing of Client's facility. Exhibit A sets forth the specific services to be furnished by Agency, together with current fees for these services.
2. PUBLIC HEALTH PERSONNEL QUALIFICATIONS. Agency will provide Client with qualifications of the Public Health Personnel, including a completed application. When Public Health Personnel have been selected by Client for an assignment, Agency shall confirm the assignment with the Public Health Personnel and will provide Client with the documentation satisfying the requirements identified in Exhibit B.
3. COMPENSATION TO AGENCY. Agency will invoice Client for services rendered under this Agreement in accordance with the Schedule of Rates outlined in Exhibit A of this Agreement. Should Agency be required to pay Public Health Personnel any wage/hour penalty as required by state law, such penalty shall be paid by Agency and the costs for such penalty shall not be passed on or billed to Agency. Payment by Client shall be due upon receipt of an invoice from Agency. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing within 30 days, specifying the particular error(s), omission(s), or objection(s). Failure to notify Agency within that time shall constitute a waiver of any objection thereto. Agency may impose a finance charge of one and one-half (1 ½) percent per month to all outstanding amounts not objected to that are unpaid for thirty (30) days or more. In the event a lawsuit is filed, interest shall accrue as allowed by law. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action.

The Client will also reimburse the Agency for reasonable and documented advertising charges for advertising conducted while recruiting specific personnel when advertising is done at the request of the Client.

4. TERMINATION OF ASSIGNMENT. The assignment of Public Health Professionals will be terminated by Agency upon Client's notice. If Public Health Personnel are terminated for cause, the Agency requires the Client to provide in writing the reason for the termination. For purposes of this section 4, "for cause" includes the following: Public Health Personnel is incapable of performing the

duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, is dishonest, engages in illegal discrimination towards staff patient(s) or legal guardian, loses license, becomes in poor standing with an applicable board or engages in other unprofessional conduct or breach of or neglect of duty. For any reasons other than the "for cause" reasons listed above, the Client agrees to give Agency two weeks written notice of cancellation of any Public Health Personnel once a confirmation has been set by Agency.

5. **TIMESHEETS AND REPORTING OF HOURS WORKED.** Client shall report all hours worked for each pay period within two business days following the close of the pay periods. Pay periods are defined as first (1st) through fifteenth (15th) of the month and the sixteenth (16th) through the last day of the month.
6. **MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
7. **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws.

Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Public Health Personnel immediately.

8. **NOTICES.** All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
3000 Industrial, Ste. 140
Raleigh, NC 27609

CLIENT: Northampton County Health Department
9495 NC 305 Highway
PO Box 635
Jackson, NC 27845

The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all Parties.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties. No amendments to this Agreement may be made except by written agreement.
10. PERFORMANCE EVALUATION. Client agrees to complete a written evaluation regarding the performance of each Agency employee assigned to their county as needed and/or upon completion of their assignment after at least one year of employment at their discretion, and to forward this evaluation to the Agency's Human Resources Director. Client may complete the performance evaluation of either the form provided by the Agency or a comparable form of their choosing.
11. CONFIDENTIAL INFORMATION. Client shall comply with HIPAA regulations, keep confidential all Confidential Information of Agency, and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without Agency's express written consent, unless required to do so by law, court order or subpoena in which case Client shall not disclose such information until it has provided advance notice to Agency such that Agency may timely act to protect such disclosure. Agency shall comply with all HIPAA regulations, keep confidential all Confidential Information of Client, and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without Client's express written consent, unless required to do so by law, court order or subpoena in which case Agency shall not disclose such information until it has provided advance notice to Client such that Client may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about Agency and its employees that is disclosed or becomes known to Client or Agency as a consequence or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Public Health Personnel and prospective Public Health Personnel names and information, bill rates, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature. Notwithstanding any other provision in this Agreement, Client and Agency recognize that Client is subject to and must fully comply with the public records laws of the State of North Carolina.

12. CONSENT TO FAX, CALL, EMAIL. In order to ensure that Agency is in compliance with all FCC regulations, Client hereby expressly grants permission to Agency to telephone and email Client and its employees, and to send any and all future facsimile communications to all Client fax numbers.
13. TERMS. The term of this Agreement shall be for a period of one (1) year, ending **June 30, 2016**. Either party may terminate the contract at any time upon provision of thirty (30) days written notice to the other party. In the event of termination of this Agreement, nothing herein shall prevent Client from contracting with Public Health Personnel directly for employment.
14. CLIENT TRAINING. Client agrees to comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. The Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide the Public Health Personnel with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Public Health Personnel. Client agrees to provide copies of all records of post-exposure care to Agency.

Client agrees to orient Public Health Personnel to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures.

AGREED AND ACCEPTED

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

AGENCY:

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

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

Client Finance Director:

Dorothy E. [Signature]

**EXHIBIT A
RATE SCHEDULE**

- A. **COMPENSATION OF PUBLIC HEALTH PERSONNEL.** Client will designate a representative to report to Agency all time worked by each Public Health Personnel on a mutually agreed schedule. Agency has responsibility for all compensation of Public Health Personnel working at Client's facility(ies) under this Agreement, including payment of wages, tax withholdings, workers' compensation premiums, Social Security and all other obligations imposed on employers by federal, state and/or local laws and regulations. If the Public Health Personnel does not report to work for illness or some other reason outside of Client's control, Client will not be billed for these hours except in the case of salaried Public Health Personnel, with leave concession addressed at time of hire. Agency will obtain and keep on file all documentation required by the U.S. Immigration and Naturalization Service to prove legal status to work and reside in the United States.
- B. **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing Public Health Personnel's workers' compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of the Public Health Personnel's assignment under Client's supervision, including but not limited to JCAHO regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Healthcare Professional a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Public Health Personnel with all necessary site-specific training, orientation and evaluations that may be required by federal, state or local occupational safety laws or rules, including JCAHO and HIPAA, for members of Client's workforce. Further, Client will only assign Public Health Personnel to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any actual or threatened claim arising out of or relating to the acts of omissions of the Public Health Personnel, Client shall provide Agency written notice of such claim promptly and, in no event, later than 30 days after Client knew, or reasonably should have known of such claim.
- C. **SCHEDULE OF RATES.** Hourly rates are determined by the Agency with the Client plus a 33% administrative fee. For Salaried Public Health Personnel whose annual salary, excluding the administrative fee, is less than \$100,000, and works a fixed schedule and receives the same salary each pay period, an administrative fee of 24% will apply. For Salaried Public Health Personnel whose annual salary, excluding the administrative fee, total more than \$100,000, an administrative fee of 19% will apply. Travel and work-related expenses will be based on the approved county travel reimbursement rate. Environmental Health professionals will be compensated for travel, meals and lodging at the approved county travel

reimbursement rate. Travel and work-related expenses are exempt from the administrative fee.

- D. OVERTIME. Client will be billed one and one-half (1.5) times the rate set by the Client for time worked by Public Health Personnel for all hours worked more than forty (40) hours per week and in accordance with state and federal wage and hours laws. If, during the terms of this Agreement or at any time, any applicable law requires Agency to pay overtime to its Public Health Personnel based on any standard other than 40 hours per week, Agency shall bill the overtime rate pursuant to the applicable law. Agency may comply with Client's policies regarding overtime when they follow state and/or federal wage and hours laws and are communicated at the time of the contract or communicated to Agency at least thirty (30) days prior to the effective date of such changes.

EXHIBIT B
REQUIREMENT GUIDELINES

<u>REQUIRED:</u>	Schedule	Interpretation
Hepatitis B	2 doses ,4 weeks apart; 3 rd dose ,5 months after 2 nd ; booster not necessary	The Alliance's policy follows CDC recommendations. Documentation of 3 doses of Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.
MMR (Measles, Mumps, Rubella)	2 doses ,4 weeks apart	The Alliance's policy follows CDC recommendations for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination give 2 doses of MMR, 4 weeks apart. For HCP born prior to 1957, is considered acceptable evidence of measles, mumps and rubella immunity, however the Alliance follows CDC recommendation that a HCP get a titer but it is not required (unless a work site requirement.)
Varicella (chicken pox)	2 doses,4 weeks apart	The Alliance follows CDC recommendation all HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart; all HCP be immune to varicella with proof of Titer.
<u>HIGHLY RECOMMENDED:</u>	<i>[Not Required]</i>	<u>Employee must obtain if required by their work site.</u>
Influenza	Annual influenza vaccine	Highly recommended by the Alliance (must be obtained if required by employee's work site.)
Tetanus, diphtheria, pertussis	Td booster every 10 years after one Tdap	The Alliance follows CDC recommendation all HCP get a Td booster does every 10 years, following the completion of the primary 3-dose series. Also, All HCP younger than 65 get a 1-time does of Tdap, if they have direct patient contact.
Tuberculosis Skin Test Screening	Upon Hire –Two step TST; Annual TB skin test for settings classified as medium risk for HCWs who have the potential for exposure to M.	The Alliance's policy for Tuberculosis screening follows CDC recommendations.

	Tuberculosis through air space shared with persons with TB disease	
State license, registration or certification (when required)	Per state board of nursing or other licensing agency	The Alliance contacts the State Board or other licensing agency prior to the Public Health Personnel's start date to confirm that the license, registration or certification is active and in good standing. The Alliance will not knowingly employ a professional that has an action against their license.
BCLS (CPR)	Current Card	The Alliance accepts current BCLS certification from either AHA, Red Cross, or hospital issued cards as long as they are the standard requirements for Public Health Personnel.
I-9	Upon hire and if documents expire	The Alliance collects a completed I-9 and the appropriate INS required documentation on every Public Health Personnel member prior to their start date.
Criminal Background Check	Performed upon hiring	The Alliance's policy is to conduct Criminal Background Checks upon hire on all Public Health Personnel unless otherwise instructed by client. If there is a gap in employment or the Public Health Personnel leaves the company for more than 6 months, a criminal background check will need to be updated prior to the start of the next assignment.
OIG Sanctions Check	Upon application	The Alliance has a check procedure in place. Each applicant is checked against the OIG database upon application.

Management Matters:

There were no items for Management Matters.

Citizens/Board Comments:

Chairwoman Greene called for Citizens comments.

None were heard.

Chairwoman Greene called for Board comments.

Commissioner Spruill mentioned that she enjoyed the meeting between the Mayors and Commissioners that was held last week, and thought the Mayors enjoyed it as well.

Vice-Chairman Barrett concurred.

A motion was made by Joseph Barrett and seconded by Robert Carter to recess regular session.

Question Called: All present voting yes. Motion carried.

A motion was made by Joseph Barrett to enter into closed session for the purpose of G.S. 143-318.11(a)(6) for personnel and G.S. 143-318.11(a)(3) regarding the joint meeting with the Board of Education. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene called for a five minute break.

Closed Session- G.S. 143-318.11(a)(6) and G.S. 143-318.11(a)(3):

A motion was made by Robert Carter and seconded by Joseph Barrett to adjourn closed session.

Question Called: All present voting yes. Motion carried.

A motion was made by Joseph Barrett and seconded by Robert Carter to enter into regular session. **Question Called: All present voting yes. Motion carried.**

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