

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

DECEMBER 5, 2011
OTHERS PRESENT

Jimmy B. Clayton
Kyle W. Puryear
B. Ray Jeffers
Samuel R. Kennington
Frances P. Blalock

Heidi York, County Manager
C. Ronald Aycock, County Attorney
Brenda B. Reaves, Clerk to the Board

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, December 5, 2011 at 7:00 p.m. in the Commissioners' meeting room in the Person County Office Building.

Chairman Clayton called the meeting to order and led the invocation. Chairman Clayton asked Commissioner Kennington to recognize the boy scouts in attendance earning their Citizenship in the Community Merit Badge. Commissioner Kennington introduced the following attendees and asked Boy Scout Aaron Frisbee to lead the group in the Pledge of Allegiance:

- Troop 295: Joseph Clayton, Ethan Smith, Casey Dunn, Austin Holder, Aaron Adams, Caleb Smith
- Troop 200: Aaron Frisbee and Jeff Frisbee, Leader
- Troop 239 Preston Mayberry
- Troop 249 Jonah Mayo and Ron Johnson, Troop Leader
- Troop 295 Samuel Day and Vincent Juska, Scout Master, Derek Day, Leader, Larry Holder, Assistant Scout Master, David Dillehay, Assistant Scout Leader
- Troop 439 Leon Evans

APPROVAL OF MINUTES:

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** to approve the minutes of November 7, 2011 and November 14, 2011.

ORGANIZATION OF BOARD:

County Attorney, Ron Aycock presided over the meeting and explained the rules of procedure for the election of Chairman and Vice-Chairman.

Mr. Aycock presided over the election of the Chairman of the Board of Commissioners and opened the floor for nominations. Commissioner Jeffers nominated Commissioner Clayton as Chairman. A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried 5-0**, to close the nominations for Chairman and elect Commissioner Clayton by acclamation.

Mr. Aycock passed the gavel to the newly elected Chairman Clayton to preside over the meeting. Chairman Clayton thanked his fellow commissioners for having confidence in him as their Chairman.

Chairman Clayton opened the floor for nominations for Vice-Chairman of the Board. Commissioner Kennington nominated Commissioner Puryear as Vice-Chairman. A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried 5-0**, to close the nominations for Vice-Chairman and elect Commissioner Puryear by acclamation.

APPROVAL OF BONDS FOR THE REGISTER OF DEEDS, TAX ADMINISTRATOR, AND FINANCE DIRECTOR:

County Attorney, Ron Aycock stated Chapter 161(Register of Deeds) and 162 (Sheriff) of the North Carolina General Statutes requires the Board of County Commissioners to approve the official bonds at the first meeting in December. The Bonds are a continuation of existing bonds amounts and were secured for those elected officials by the County Human Resources Director, who also serves as Insurance Liaison. Mr. Aycock noted the Human Resources Director provided information that the Sheriff's bond is for the length of his term, currently to December, 2014.

Mr. Aycock requested the Board to approve the annual Bonds of the Register of Deeds in the amount of \$50,000 and \$100,000 each for the Tax Administrator and Finance Director (amount of each Bond is dictated by legislature).

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Blalock, and **carried 5-0** to approve the Bonds of the Register of Deeds, Tax Administrator and Finance Director as presented by the County Attorney.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear and **carried 5-0** to approve the agenda including adding to the agenda an update on the Elton Yancey appeal seeking a tax refund and a Closed Session for personnel.

INFORMAL COMMENTS:

There were no comments from the public.

TAX ADMINISTRATIVE REPORT:

A **motion** was made by Commissioner Blalock, **seconded** by Commissioner Jeffers, and **carried 5-0** to approve the Tax Administrative Report noting the Releases for the month of October, 2011.

APPROVE REVISIONS OF ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH EATON CORPORATION:

County Attorney, Ron Aycock reminded the Board that on May 16, 2011 the Person County Board of Commissioners held a public hearing and approved an Economic Incentive Agreement with Eaton for an amount not to exceed \$2 million payable over the next seven years. Payable out of the General Fund, these funds will be used to pay expenses associated with the development of the VVL line and the relocation of the Three Rivers product line to the Roxboro facility resulting in the creation of approximately 160 new jobs and a capital investment in Person County of approximately \$50 million. Each dollar of the incentive agreement will generate approximately \$4 in additional payroll and \$33 in capital investment. These funds will also be used as the County's match for One NC Fund and Rural Center grants.

Mr. Aycock stated the terms of the incentive agreement with Eaton Corporation have been finalized and presented to the Board for approval. The major component that has been revised since the May meeting has been the terms related to the claw back provision (see sections 3.0, 4.0, and 6.0). Originally, the agreement required a 100% payback in the event that any portion of the hiring requirement was not met. After discussions, the incentive agreement was revised to a pro rata claw back, whereby Eaton Corporation would be responsible to reimburse Person County a proportional percentage of the deficit in their required performance. For example, if Eaton only generated or retained after 2 years 80% of the promised jobs, Eaton would be required to reimburse the County 10% of the disbursed funds (90% job creation is the industry standard threshold for incentive agreements per the State, giving Eaton a 10% allowance to fulfill the provisions of the agreement). Commissioner Kennington asked if the \$200,000 payment to Eaton budget in this fiscal year's budget. The County Manager, Heidi York confirmed it was budgeted and set aside. Ms. York confirmed the project includes \$1.5 million in incentives and \$500,000 for the Golden Leaf grant award to the county for equipment to be used at Eaton.

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to approve the Economic Development Incentive Agreement with Eaton Corporation as presented.

STATE OF NORTH CAROLINA

COUNTY OF PERSON

This Agreement (the "Agreement"), effective the 5th day of December, 2011, by and between Eaton Corporation, a corporation authorized to do business in North Carolina (the "Company"), and **County of Person, North Carolina** (the "County");

WITNESSETH:

WHEREAS, the County finds that in order to aid and encourage the expansion of the Company's manufacturing facility in Person County, it is necessary and desirable to provide inducements for the Company to expand in Person County; and

WHEREAS, pursuant to G.S. §§ 158-7.1 and 158-7.2, the County and the Company may enter into an agreement in connection therewith; and

WHEREAS, the County finds that the consideration the County receives, based on prospective tax revenues from the expansion of the Company's manufacturing facility in Person County to be generated in the area in the next ten years, will be equal to or greater than the value of the inducements; and

WHEREAS, the County finds that providing the inducements will increase taxable property and increase business prospects in the Person County, as well as result in a number of jobs in the County that pay at or above the median average wage in the County;

WHEREAS, the Company received a One North Carolina Fund grant from the **North Carolina Department of Commerce** (the "DOC") which requires a match from Person County; and

NOW, THEREFORE, in consideration of the representations set forth above and the mutual covenants and promises set forth below, the Company and the County hereby agree as follows.

1.0 PERFORMANCE CRITERIA

- 1.1 The Company agrees to make good faith efforts to undertake and operate in a timely manner the following project at the following location:
An expansion of an existing automotive component manufacturing plant (the "Facility") located in the City of Roxboro in Person County (the "Project").
- 1.2 The Company agrees to make good faith efforts to create and maintain as part of the Project, one hundred sixty (160) new permanent full-time jobs (the "New Jobs") within 5 years of the date of this agreement and shall end on the earlier of June 30, 2016 or five (5) years from the date of this agreement.

The New Jobs will be new jobs and cannot be existing North Carolina positions or employees of the Company or any of its related members that are transferred or shifted such that a previously existing North Carolina job, or a North Carolina job that was not previously part of the Project, is counted towards performance under this Agreement.
- 1.3 The average weekly wage of the group the New Jobs, will equal or exceed Seven Hundred Thirty Dollars (\$730) per week (the "Wage Standard").
- 1.4 The Company agrees to provide health insurance for all permanent full-time employees at the Facility in at least the minimum amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d) as the Act exists on the date of this Agreement.
- 1.5 The Company agrees to make good faith efforts to make a privately funded investment in real property and/or machinery and equipment as part of the Project, which will amount to approximately Fifty Million Dollars (\$50,000,000) (the "Required Investment"), by the Closing Date.

1.6 The proceeds of this Agreement may be used only to offset statutorily qualifying expenses as set out in N.C. Gen. Stat. § 143B-437.71(b) ("Statutorily Qualifying Expenses"). Those expenses are installation or purchase of equipment; structural repairs, improvements, or renovations to existing buildings to be used for expansion; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for existing buildings; construction of or improvements to new or existing water, sewer, gas or electric utility distribution lines or equipment for new or proposed buildings to be used for manufacturing and industrial operations; or such other expenses as specifically provided for by an act of the General Assembly.

1.7 Release of any Grant funds under this Agreement is contingent on the Company providing verification that the Project has received all of its required environmental permits.

2.0 DISBURSEMENT OF FUNDS

2.1 Proceeds in the amount of Two Million Dollars (\$2,000,000) will be disbursed by the County to the Company in seven installments and three phases based on creation and maintenance of the New Jobs and satisfaction of other Performance Criteria set out in Section I .0 above ("Performance Criteria"). The number of New Jobs created shall be determined as provided in paragraph 7.1 hereof. At the time of any requested disbursement, the Company must certify its performance by submitting a duly executed disbursement request in the form of Exhibit A hereto. Disbursement will occur on the following schedule and will be subject to any adjustments required by this Agreement:

- a. The first phase is for a total payment of \$800,000 for the development of the VVL line in the Roxboro facility. These payments will be made in four annual installments of \$200,000 each starting no later than December 31, 2011 and ending on December 31, 2014.
- b. The second phase is for a total payment of \$1,000,000 for the relocation of the Three Rivers product line to the Roxboro facility. These payments will be made in five annual installments. The first three payments will be in the amount of \$100,000 each starting no later than December 31, 2011 and ending on December 31, 2013. The final two payments will be in the amount of \$350,000 each starting no later than December 31, 2014 and ending on December 31, 2015.
- c. The third phase is for a total payment of \$200,000 for the total completion of the first and second phase as described above and the possibility of the Roxboro facility being named the Technology Center of Excellence. These payments will be made in two annual payments of \$100,000 each starting no later than December 31, 2016 and ending on December 31, 2017.

The Company will submit to the County with each disbursement request, proof of the creation and maintaining of the required percentage of New Jobs and the satisfaction of all other Performance Criteria necessary for disbursement. Following receipt of such proof, the County will disburse funds to the Company pursuant to the terms of this Agreement.

- 2.2. The County will close out the Agreement on the first to occur of:
- (i) The date as of which the County shall have received and accepted proof reasonably satisfactory to it that the Project has been completed and the Performance Criteria satisfied.
 - (ii) The Closing Date ("Closeout").

Following Closeout, to the extent any proceeds may be due and upon the Company's request, a final payment of those funds will be disbursed. A request for final payment, if not made previously, must be made to the County within 30 days following Closeout.

3.0 OBLIGATION TO REPAY DURING THE TERM OF THE AGREEMENT

3.1 If, at any time during the Matching Grant Period, the Company fails to provide health insurance to all permanent full-time employees at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this Agreement and will forego any future payments and reimburse the County any disbursed funds at a percentage equivalent to the percentage of the workforce described above that is not provided health insurance.

4.0 OBLIGATION TO REPAY AT CLOSEOUT

- 4.1 If, at Closeout, the average weekly wage of the group of all new permanent full-time jobs at the Facility fails to equal or exceed the Wage Standard, the Company will be in default of this Agreement, no final payment will be made, and the Company will reimburse the County any disbursed funds at a percentage equivalent to the percentage of the new permanent full-time jobs that fail to equal or exceed the wage standard.
- 4.2 If, at Closeout, the Company fails to provide health insurance for all permanent full-time jobs at the Facility in the amount required for eligibility for tax credits under Article 3J in N.C. Gen. Stat. § 105-129.83(d), the Company will be in default of this Agreement, will forego any future payments and reimburse the County any disbursed funds at a percentage equivalent to the percentage of the workforce described above that is not provided health insurance.

5.0 ADJUSTMENTS TO DISBURSED FUNDS AT CLOSEOUT

- 5.1 If Closeout occurs on the Closing Date and the Company has failed to create and retain 90% of the New Jobs (i.e., 144 jobs), has failed to make 90% of the Required Investment (i.e., \$45 million), or has failed to invest an amount equal to 100% of the disbursements per this Agreement in Statutorily Qualifying Expenses, the amount of the total disbursement shall be reduced to the smallest of the following amounts (the "Adjusted Fund Disbursement"):
- a. The amount obtained by multiplying the total Agreement disbursement by a fraction the denominator of which is 90% of the New Jobs and the numerator of which is the number of new jobs actually created and retained as of that date, as expressed in the following formula:

$$\text{Adjusted Fund Disbursement} = \text{Original Fund Disbursement Amount} \times \frac{\text{Jobs Actually Created and Retained}}{.90 \times \text{New Jobs}}$$
 - b. The amount obtained by multiplying the total Agreement disbursement by a fraction the denominator of which is 90% of the Required Investment and the numerator of which is the investment actually made as of that date, as expressed in the following formula:

$$\text{Adjusted Fund Disbursement} = \text{Original Fund Disbursement Amount} \times \frac{\text{Investment Actually Made}}{.90 \times \text{Required Investment}}$$
 - c. The amount the Company has spent on Statutorily Qualifying Expenses
- 5.2 To the extent the amount of the Adjusted Fund Disbursement is less than the amount that has been previously disbursed to the Company, the Company shall reimburse the County for the difference between the Adjusted Fund Disbursement and the amount previously disbursed.

6.0 OBLIGATIONS BEYOND CLOSEOUT

- 6.1 If Closeout occurs on or before one year prior to the Closing Date, the Company will maintain at least ninety percent (90%) of the number of permanent full-time jobs in place at Closeout for two (2) years after the date of Closeout.
- 6.2 If Closeout occurs after one year prior to the Closing Date, the Company will maintain at least ninety percent (90%) of the number of permanent full-time jobs in place at Closeout until January 1, 2018.
- 6.3 If the Company fails to maintain at least ninety percent (90%) of the number of permanent full-time jobs in place at Closeout for the required time period following the date of Closeout, the Company will be in default of this Agreement, will forego any future payments and reimburse the County any disbursed funds at a percentage equivalent to the percentage of the shortfall in retained jobs as described above less the 10% allowance. For example, if the Company has retained 80% of the jobs as of January 1, 2018, The County will be reimbursed 10% of any disbursed funds. Likewise, 70% retention would result in a 20% reimbursement.

7.0 ADDITIONAL PROVISIONS

- 7.1 The Company shall provide to the County all documentation deemed necessary by the County to verify creation and retention of New Jobs, salary levels, investments: Statutorily Qualifying Expenses, environmental permits and other Performance Criteria specified in this Agreement, including copies of N.C. Employment Security Commission worksite forms described in the Program Guidelines, a list of all positions used in the accounting for the Agreement and the names of the individuals filling those positions. The threshold numbers of New Jobs created for the Company, shall be measured by adding the three figures that represent the average number of new jobs that have been created and have been retained during each of the three months of the quarter reported in the Company's NCUI 101, and dividing that sum by three, or in such other manner determined by the County to reasonably reflect New Job creation. The Company shall not include in such count, any temporary, seasonal, contract, or part-time employees, employees that were hired prior to the date of the grant award, or employees that were hired from affiliates of the Company in North Carolina. The Company's compliance with the job creation and/or retention: investment, Statutorily Qualifying Expense, environmental permit and other Performance Criteria set out in this Agreement shall be attested to under oath by an officer of the Company.
- 7.2 If unforeseen calamity, an Act of God, or financial disaster is the cause of the Company's failure to satisfy or perform its obligations under this Agreement, the Company may request an extraordinary modification of this Agreement from the County. The parties agree that any decision to allow such modification shall be at the sole discretion of the County and that the County's decision regarding any extraordinary modification shall be final and not subject to review or appeal.
- 7.3 The Company shall keep and maintain books, records, and other documents relating to the receipt and disbursement of the Agreement disbursement and fulfillment of this Agreement, including, but not limited to, records to verify employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits.

Subject to any applicable federal or North Carolina laws or regulations respecting employee privacy, the Company agrees that any duly authorized representative of the County shall, at all reasonable times and on reasonable notice, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Agreement and the fulfillment of this Agreement throughout the Agreement period and for a period of six years thereafter.

If the Company fails to keep and maintain books and records necessary for verifying fulfillment of this Agreement, including, but not limited to, adequate records for the verification of employment, salaries, investment amounts, Statutorily Qualifying Expenses and environmental permits, or if the Company fails to provide access and right of inspection sufficient to verify compliance with this Agreement, the County may in its discretion declare this Agreement to be in default, withhold payments for or under this Agreement and/or require reimbursement of all or any portion of Matching Grant funds previously paid.

Prior to taking such action, the County will endeavor to communicate with the Company to discuss the circumstances and the actions being contemplated.

- 7.4 To the extent any information or documents gathered by or provided to the County would be regarded as confidential or not subject to disclosure under federal law or the North Carolina General Statutes (to include, without limitation, N.C. Gen. Stat. § 5 132-1 et seq., commonly referred to as the "Public Records Act"), the Company shall clearly identify and mark them as such and that information will, to the extent allowed by law, be treated as confidential and not subject to disclosure by the County and their authorized representatives.
- 7.5 If the Company has an overdue tax debt owing to the County, no payments will be made under this Agreement until that tax debt has been satisfied.
- 7.6 This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose that the only venue for any legal proceedings shall be Person County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall

be Person County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement, shall be determined.

Signature Page Follows

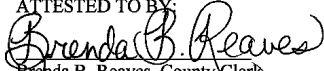
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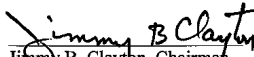
*Company Performance Agreement
Signature Page*

IN WITNESS WHEREOF, the Company and the County have executed this Agreement effective as of the day and year first written above, and certify that the official signing below on its behalf has been duly authorized to execute this Agreement, which is its legally valid and binding obligation.

ATTESTED TO BY:


Brenda B. Reaves, County Clerk


PERSON COUNTY


Jimmy B. Clayton, Chairman

ATTESTED TO BY:

EATON CORPORATION

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


County Finance Officer

PERSON COUNTY HEALTH DEPARTMENT FEE SCHEDULE:

Health Director and Interim Assistant County Manager, Janet Clayton informed the Board that due to changes in the Medicaid Cost Settlement process, health departments have been instructed to assess current fee schedules and change fees accordingly. In accordance with the NC General Statute 13-A-39(g), the Person County Board of Health approved the amended fee schedule on November 28, 2011 and requested the Board of Commissioners to approve the amended fee schedule effective December 1, 2011 or January 1, 2012.

Commissioner Kennington asked Ms. Clayton how the Health Department would communicate a change in the fee schedule to their clients. Ms. Clayton stated fee schedule changes would be posted and clients are told of the changes prior to being administered any service. It was the consensus of the Board to recommend any such changes effective January 1, 2012 to allow time for proper notice to any recipients of the fee schedule changes.

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Blalock and **carried 5-0** to approve the Health Department Fee Schedule as presented to be effective January 1, 2012.

Person
Annual Charge Determination Worksheet
July 2011 to June 2012

Enter your Applicable Risk Factor

5%

This column is designed to identify all service codes where the Medicaid Rate is higher than cost.

CPT Code	Service Type	Cost Per Service	Medicaid Rate	LHD Charge	Current Fee	Proposed Change
36415	ROUTINE VENIPUNCTURE	\$10.81	\$11.35	\$2.78	\$162.31	\$16.00
58300	IUD INSERT	\$154.58	\$60.97	\$162.31	\$150.00	\$16.00
58301	IUD REMOVAL	\$197.66	\$74.87	\$207.55	\$175.00	\$208
59025	NON-STRESS TEST	\$94.51	\$36.22	\$99.24	\$50.00	\$99
59426	AP CARE (7 OR MORE VISITS)	\$1,672.26	\$1,755.88	\$608.62	\$1,706.00	1756
81003	URINALYSIS, AUTO, W/O SCOPE	\$6.90	\$7.25	\$2.86	\$10.00	10
81025	PREGNANCY TEST (URINE)	\$20.69	\$21.72	\$8.04	\$25.00	25
82120	VAGINAL AMINES	\$11.50	\$12.08	\$4.78	\$10.00	12
82465	CHOLESTEROL	\$13.80	\$5.53	\$14.49	\$19.00	19
82467	GLUCOSE	\$12.27	\$12.88	\$4.99	\$19.00	19
82950	Glucose Test	\$14.67	\$15.30	\$6.84	\$20.00	20
82951	GTT 3 HR	\$38.88	\$41.87	\$16.37	\$48.00	48
82952	GTT 1 HR	\$12.27	\$12.88	\$4.99	\$19.00	19
85018	HEMOGLOBIN	\$7.67	\$8.05	\$3.01	\$12.00	12
86580	TB Skin Test	\$14.33	\$15.05	\$5.59	\$25.00	25
87070	GC CULT	\$26.84	\$28.18	\$10.95	\$21.00	28
87086	URINE CULTURE	\$25.31	\$26.57	\$10.26	\$30.00	30
87210	WET PREP	\$13.04	\$13.69	\$4.85	\$19.00	19
88175	CYTOPATH C/V AUTO FLUID REDO	\$82.06	\$86.16	\$33.04	\$86.16	\$86
90472	IM ADMIN	\$45.67	\$47.95	\$15.70	\$28.00	48
90472	IM ADMIN	\$23.35	\$24.52	\$8.84	\$12.00	25
90632	HEP A (ADULT), FOREIGN TRAVEL	\$19.11	\$20.07	\$4.16	\$28.00	48
90636	TWINRIX	\$43.15	\$45.31	\$16.50	\$70.00	70
90649	HPV	\$127.85	\$134.24	\$51.73	\$100.00	100
90658	FLU VACCINE, 3 YRS & >, IM	\$9.44	\$9.91	\$3.74	\$156.00	156
90732	PNEUMOCOCCAL	\$38.26	\$40.17	\$12.24	\$30.00	30
90732	PNEUMOCOCCAL	\$38.26	\$40.17	\$12.24	\$30.00	30
90732	HEP B/PROPH/DIAG INJ, SC/IM	\$45.26	\$47.56	\$16.17	\$47.00	47
90732	HEP B/PROPH/DIAG INJ, SC/IM	\$45.26	\$47.56	\$16.17	\$47.00	47
92551	AUDIOMETER	\$22.00	\$23.10	\$8.27	\$25.00	25
96110	DEVE SCREENING	\$15.10	\$15.85	\$8.75	\$35.00	35
96372	THER/PROPH/DIAG INJ, SC/IM	\$45.67	\$47.95	\$17.04	\$25.00	48
99000	HANDLING FEE (INS)	\$12.50	\$13.13	\$5.13	\$25.00	25
99001	SPECIMEN HANDLING	\$14.84	\$15.59	\$6.59	\$25.00	25
99173	VISION SCREENING	\$5.13	\$5.38	\$2.38	\$20.00	20
99201	OV, NEW, MINIMAL	\$83.98	\$88.17	\$33.10	\$75.00	88
99202	OV, NEW, LIMITED	\$145.59	\$152.87	\$59.15	\$120.00	153
99204	OV, NEW, DETAILED	\$327.72	\$344.11	\$134.11	\$240.00	344
99211	OV, EST, MINIMAL	\$41.11	\$43.16	\$16.16	\$50.00	50
99212	OV, EST, LIMITED	\$83.98	\$88.17	\$33.10	\$100.00	100
99213	OV, EST, EXPANDED	\$142.15	\$149.26	\$57.11	\$125.00	149
99214	OV, EST, DETAILED	\$213.28	\$223.95	\$86.67	\$165.00	224

99381	NEW PREVENTIVE AGE 0-1	\$246.85	\$259.19	\$50.00	\$259.19	\$	150.00	259	
99382	NEW PREVENTIVE AGE 1-4	\$265.67	\$278.96	\$50.00	\$278.96	\$	165.00	279	
99383	NEW EP PREVENTIVE AGE 5-11	\$264.14	\$277.35	\$50.00	\$277.35	\$	190.00	277	
99384	NEW PREVENTIVE AGE 12-17	\$232.68	\$244.21	\$50.00	\$244.21	\$	210.00	244	
99385	NEW PREVENTIVE AGE 18-39	\$232.68	\$244.21	\$50.00	\$244.21	\$	210.00	244	
99386	NEW PREVENTIVE AGE 40-64	\$272.05	\$285.65	\$199.00	\$285.65	\$	225.00	286	
99392	EST PREVENTIVE AGE 1-4	\$234.58	\$246.31	\$90.00	\$246.31	\$	135.00	246	
99393	EST PREVENTIVE AGE 5-11	\$233.81	\$245.50	\$90.00	\$245.50	\$	145.00	245	
99394	EST PREVENTIVE AGE 12-17	\$202.25	\$212.36	\$90.00	\$212.36	\$	195.00	212	
99395	EST PREVENTIVE AGE 18-39	\$203.01	\$213.16	\$90.00	\$213.16	\$	195.00	213	
99396	EST PREVENTIVE AGE 40-64	\$221.84	\$232.93	\$158.00	\$232.93	\$	215.00	233	
99420	HEALTH RISK ASSESS TEST	\$19.70	\$8.14	\$8.14	\$20.68	\$	15.00	21	
99501	POSTNATAL HOME VISIT	\$265.22	\$278.48	\$59.09	\$278.48	\$	65.00	278	
99502	NEWBORN HOME VISIT	\$265.22	\$278.48	\$50.00	\$278.48	\$	65.00	278	
90477-EP	IMMUNIZATION ADMIN	\$45.67	\$47.95		\$47.95	\$	28.00	48	
99384-EP	PREVENTIVE VISIT NEW PAT 12-17	\$282.97	\$297.12		\$297.12	\$	210.00	297	
99385-EP	PREVENTIVE VISIT NEW PAT 18-39	\$282.97	\$297.12		\$297.12	\$	210.00	297	
99394-EP	PREVENTIVE VISIT EST PAT 12-17	\$262.64	\$265.27		\$265.27	\$	195.00	265	
D0145-CH	ORL EVAL PT<3 YR CNSL PRIM CAREGNR	\$56.65	\$59.48		\$59.48	\$	43.00	59	
D1205-CH	TOP FLUORIDE, TX APPL MOD-HI RISK	\$48.17	\$50.57		\$50.57	\$	28.00	51	
J1055	DEPO	\$1.57	\$1.65	\$39.04	\$1.65	Medicaid Rate is Higher Than Cost	\$	60.00	60
J2790	RHO D IMMUNE GLOBULIN INJECT	\$94.36	\$99.08	\$86.49	\$99.08	Medicaid Rate is Higher Than Cost	\$	140.00	140
J7300	IUD DEVICE	\$225.57	\$236.85	\$386.89	\$236.85	Medicaid Rate is Higher Than Cost	\$	387.00	387
J7302	LEVONORGESTREL IU CONTRACEPTIVE	\$347.86	\$385.25	\$477.20	\$385.25	Medicaid Rate is Higher Than Cost	\$	535.00	535
S4993	CONTRACEPTIVE PILLS FOR BC	\$27.71	\$28.85	\$3.03	\$28.85	Medicaid Rate is Higher Than Cost	\$	6.50	7
S9443	LACTATION CLASS	\$26.70	\$28.03		\$28.03		\$		
T1002	RN SERVICES	\$80.09	\$84.10	\$18.59	\$84.10		\$		
T1016	CASE MANAGEMENT	\$44.41	\$46.63	\$17.52	\$46.63		\$		
T1017	TARGETED CASE MANAGEMENT	\$44.28	\$46.49	\$23.61	\$46.49		\$		

Change Fee (These fees subject to appropriate sliding fee scale)
 Full these charges would be a barrier, left at current rate

“TEAMING FOR TECHNOLOGY” AND PERSON COUNTY’S PARTNERSHIPS:

County Manager, Heidi York and IT Director, Gary Latta told the Board that Person County is now an active participant in a program through the United Way called Teaming for Technology. Mr. Latta stated 20 of the County’s out-of-date computers have been donated to United Way so that they can be distributed to needy families identified by the Department of Social Services (DSS) noting United Way wipes out all data and loads the computers with a licensed Microsoft operating system and Microsoft Office Software at a fraction of the costs using Teaming for Technology non-profit licensing. Person County’s cost per computer is \$40.00 to cover the licenses. Mr. Latta noted Piedmont Community College has donated the flat panel screens to go with the County’s computers that they replaced for their staff.

Ms. Jayne Bremer, United Way Director, spoke of the excellent collaboration provided to Person County United Way by Triangle United Way that extended to many community partners including Person County Government, IT, DSS, and Piedmont Community College that is reaching children and college students, non profits, Youth for Christ with used, refurbished computer equipment. Chairman Clayton commended all partnering agencies for their efforts and participation.

A RESOLUTION TO CLARIFY THE ETHICAL RESPONSIBILITIES OF CERTAIN BOARDS AND COMMISSIONS APPOINTED BY THE PERSON COUNTY BOARD OF COUNTY COMMISSIONERS:

County Attorney, Ron Aycock and County Manager, Heidi York presented the Board with a Resolution to Clarify the Ethical Responsibilities of Certain Board and Commissions Appointed by the Person County Board of County Commissioners for consideration. Ms. York reminded the Board of Commissioners had directed the County Attorney to draft an ethics policy that would pertain to volunteer, Board appointed members of boards and commissions covering standards of conduct, fraud and also addressing investigations and sanctions.

Mr. Aycock pointed out an additional sentence he recommended to add to Section 6 that was left at their place that would provide for a stronger sanction resulting in a censure of the individual and removal from membership on the advisory board.

Commissioner Kennington inquired about Section 3, part (d) Disclosure of information – specifically related to sharing or disclosing confidential information without any gain. Mr. Aycock noted the sanction would have enforcement for a individual’s personal financial gain and not for disclosure of confidential information. Commissioner Kennington requested a sanction for disclosure of confidential information and breach of confidentiality. Mr. Aycock stated there was a legal obligation for the Board of Commissioners to keep information confidential but nothing written into the law or case law for punishment of such disclosure and the request by Commissioner Kennington would create more stringent sanction than what the Board is even required.

Mr. Aycock suggested adding a further sanction for disclosure of confidential information not related to an individual's financial interest which will have the censure or expulsion from the committee. Commissioner Kennington advocated for adding such provision.

A **motion** was made by Commissioner Kennington, **seconded** by Vice Chairman Puryear and **carried 5-0** to table consideration of the Resolution to Clarify the Ethical Responsibilities of Certain Board and Commissions Appointed by the Person County Board of County Commissioners until its January, 2012 meeting.

BOARD OF COMMISSIONERS 2012 SCHEDULE OF MEETINGS:

Clerk to the Board, Brenda Reaves stated North Carolina General Statute 153A-40 requires the Board of Commissioners to hold a regular meeting at least once a month. Ms. Reaves presented the Board with a proposed schedule of 2012 meetings dates excluding dates that conflict with the NACo Legislative Conference (March 3 – 7 Washington DC) and NACo Annual Conference (July 13-17 Pittsburgh, PA) noting historically the Board has approved holding one Board meeting in the months of March, July and December. Ms. Reaves further noted to accommodate the Local Government Day participation, the March 2012 meeting is proposed to be held on the second Monday of the month. Ms. Reaves stated Person County Schools' staff has not advised the date of the Fall 2012 Local Government Day noting the second Monday in November, 2012 is a holiday. Ms. Reaves requested to Board to consider when the Local Government Day date is set, the Board meeting will be relocated to the County Auditorium to accommodate attendance.

Ms. Reaves asked the Board to consider the proposed dates and take action to set the 2012 Schedule of Meeting dates to cause copy of such to be posted on the bulletin board and county website.

Commissioner Blalock requested consideration to hold the April 2, 2012 Board meeting in the County Auditorium so to follow a planned Public Awareness event the Juvenile Crime Prevention Council (JCPC) is participating and which the Board will be invited to attend. The group agreed with Commissioner Blalock's request.

Vice Chairman Puryear requested consideration to hold the Board meeting on the second and fourth Mondays in January. After discussion, the group decided to hold one regular meeting in January along with the Board Retreat, at which time, business could be taken if needed.

A **motion** was made by Commissioner Kennington, **seconded** by Vice Chairman Puryear and **carried 5-0** to approve the Person County Board of Commissioners 2012 Schedule of Meetings as follows:



Person County Board of Commissioners 2012 Schedule of Meetings

To be held in Room 215 at the Person County Office Building unless otherwise noted

January 9, 2012	7:00 p.m.
January 30, 2012 (Board Retreat)	9:00 a.m. Location TBD
February 6, 2012	7:00 p.m.
February 20, 2012	9:00 a.m.
March 12, 2012 (Local Gov't. Day)	9:00 a.m. Co. Auditorium
April 2, 2012	7:00 p.m. Co. Auditorium
April 16, 2012	9:00 a.m.
April 30, 2012 (Community Conversations)	6:30 p.m. Location TBD
May 7, 2012	7:00 p.m.
May 21, 2012	9:00 a.m.
June 4, 2012	7:00 p.m. Co. Auditorium
June 18, 2012	9:00 a.m.
July 2, 2012	7:00 p.m.
August 6, 2012	7:00 p.m.
August 20, 2012	9:00 a.m.
September 4, 2012 (Tuesday)	7:00 p.m.
September 17, 2012	9:00 a.m.
October 1, 2012	7:00 p.m.
October 15, 2012	9:00 a.m.
October 29, 2012 (Community Conversations)	6:30 p.m. Location TBD
November 5, 2012	7:00 p.m.
November 19, 2012	9:00 a.m.
December 3, 2012 (Organizational Mtg)	6:30 p.m.
December 3, 2012	7:00 p.m.

ADOPTED BY THE BOARD OF COMMISSIONERS: DECEMBER 6, 2011

December 5, 2011

FISCAL YEAR 2012-2013 BUDGET CALENDAR:

County Manager, Heidi York presented the Board with the Fiscal Year 2012-2013 Budget Calendar for approval.

Commissioner Kennington requested Board consideration to add a Community Conversations Meeting in the fall of 2012. October 29, 2012 was selected and made a part of the finalized 2012 Schedule of Meetings (as listed above in the minutes).

A **motion** was made by Commissioner Kennington, **seconded** by Vice Chairman Puryear and **carried 5-0** to approve the Fiscal Year 2012-2013 Budget Calendar as well as add the Community Conversations Meeting on October 29, 2012 at 6:30 p.m.



**PERSON COUNTY GOVERNMENT
FISCAL YEAR 2012-2013 BUDGET CALENDAR**

Date	Task
Friday/January 6, 2012	Distribution of CIP Requests to Departments
Friday/January 20, 2012	CIP Requests due to Finance Office
Monday/January 30, 2012	Board of County Commissioners Annual Retreat
Friday/February 3, 2012	Non-profit applications available to agencies (via PC website)
Friday/February 3, 2012	Distribution of Budget Materials for Personnel to Departments (via email)
Friday/February 17, 2012	Distribution of Budget Materials for Operating & Capital to Departments (via email)
Friday/ February 17, 2012	Departmental Budget Requests for Personnel Due to Finance Office
Friday/March 2, 2012	Departmental Budget Requests for Operating & Capital Due to Finance
Friday/ March 2, 2012	Non-profit applications due to Finance Department
Monday/March 12, 2012	Finance Director presents FY 12-13 CIP to Board of Commissioners at regular BOCC Meeting at 9:00 a.m.
Mon-Fri/March 19-30, 2012	Departmental Budget Presentations with County Manager
Wednesday/April 4, 2012	Notice of Public Hearing to be published for April 16 Public Hearing
Monday/April 16, 2012	Public Hearing for Non-profit Funding Applicants & Board adopts CIP
Monday/April 30, 2012	Community Conversations Meeting (location to be announced)
Monday/ May 21, 2012	County Manager delivers Recommended Budget to Board of County Commissioners at regular BOCC Meeting at 9:00a.m
Tues-Fri/May 22-June 15, 2012	Potential BOCC Budget work sessions (specific dates to be scheduled)
Wednesday/May 23, 2012 & Wednesday/May 30, 2012	Notices of Public Hearing to be published for June 4 Public Hearing
Monday/June 4, 2012	Board holds Public Hearing on Recommended Budget
Monday/June 18, 2012	Board Adoption of FY 12-13 Annual Budget Ordinance
Thursday/June 21, 2012	Non-profit contracts sent out (due back to Finance Department July 2, 2012)
Thursday/July 12, 2012	FY 12-13 Budget available in Logics System

Adopted by the Board of County Commissioners on December 5, 2011.

December 5, 2011

AN UPDATE ON THE ELTON YANCEY APPEAL SEEKING A TAX REFUND:

Tax Administrator, Russell Jones stated this item was added to the Board agenda as a result of the Board's recent Community Conversations meeting whereby Mr. and Mrs. Elton Yancey addressed the Board to their appeal seeking a tax refund. Mr. Jones reminded the Board the request by the Yancey's was heard by the Board of Equalization & Review which was denied. Mr. Jones stated the Board of Equalization & Review has adjourned and the Board of Commissioners can hear the same case and re-hear the case if the Assessor has found new information that the Board should consider. Mr. Jones stated he reviewed the case once again whereby he discovered the hand-drawn document the appraiser submitted to the clerical staff to be entered was difficult to read and redrawn on graph paper which both documents indicate a discrepancy where the field document shows a full story over garage and the office document indicates a ½ story over garage. Mr. Jones confirmed the Yanceys, in fact, have a ½ story over their garage. Mr. Jones noted in his opinion the data entered was indeed a clerical error, further noting the law 105-381 states the taxpayer is entitled in the case of a clerical error and shall be granted a 6-year refund. Mr. Jones stated the 6-year refund would be \$1,281.95 and recommended the Board to approve the refund.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Blalock and **carried 5-0** to approve the recommendation from the Tax Collector to issue a refund to Mr. and Mrs. Elton Yancey in the amount of \$1,281.95.

County Attorney, Ron Aycock told the group that he and Mr. Jones had meet with the Yanceys prior to the Board meeting. Commissioner Kennington asked the County Attorney and Tax Administrator to pursue a written document to state legislators requesting a review of the present law. Mr. Aycock recommended the Board to consider submitting a request to the NC Association of County Commissioners (NCACC) for a review and change in the legislative goal process. Commissioner Jeffers and NCACC Vice President stated he would do it and make the Board aware when the legislative process begins.

CHAIRMAN'S REPORT:

Chairman Clayton noted the Thoroughfare Advisory Committee had met this date and commended the efforts of Leigh Woodall and Mike Cirello for Person County. Chairman Clayton stated he would be attending a ribbon cutting at Community Counseling Services located at 606 N. Madison Boulevard, Roxboro and a Work Force Development Board meeting on December 6, 2011. Chairman Clayton noted on December 7, 2011 the County Holiday Luncheon would be held at 11:30 a.m. and at 6:00 pm at the American Tobacco Complex, the Goodman Award will be given to the Upper Neuse River Basin Association (UNRBA) and the Triangle K Council for their collaboration of regional partnerships. Chairman Clayton stated the Tree Lighting ceremony uptown would take place on December 8 and the Tourism Development Office would be having a ribbon cutting at their new location on December 16, 2011.

MANAGER'S REPORT:

County Manager, Heidi York told the group the County Employee's Holiday Luncheon, as mentioned by Chairman Clayton, would recognize employee's service award in 5-year milestones as well as would name the 2nd Annual Employee of the Year. Ms. York told the Board she would like to have the Board members there to thank and extend congratulations to the employees.

COMMISSIONER REPORT/COMMENTS:

Commissioner Kennington commented on the following:

- Requested to discuss at the Board's work session in January ways to change the perception of the public that the Board is doing nothing in regards to the Senior Center, EDC, employee pay compensation, etc.
- Requested the County Manager extend a letter of appreciation to the Girl Scouts and others aiding in the landscaping of the lot adjacent to the County Office Building
- Announced the Roxboro Development Group Director had resigned

Commissioner Blalock commented on the state law gaming continues article she had read noting the requirement to post in the corner of the gaming computer for 15 seconds whether or not money could be won before the individual pays.

Commissioner Jeffers introduced to the group his wife, Mrs. Brannon Ray Jeffers. Commissioner Jeffers requested to update the Board on his discussions related to a recreation center and the sentiments of the Recreation Board at the Board Retreat. Commissioner Jeffers updated the group on the Back Pack Buddies program noting 15 students at each South and North Elementary Schools will be served at an approximate cost of \$7,000 per year, further noting, donation are welcome to the Christian Help Center. Commissioner Jeffers stated the Durham Chamber meeting at the Washington Duke Inn will be held on December 6, 2011.

Vice Chairman Puryear stated he recently attended the ribbon cutting for the new manufacturer of pork rinds. Vice Chairman Puryear also requested the County Manager to have some dialogue with the Disabled American Veterans related to a small meeting place for possible lease.

County Attorney, Ron Aycock told the group that another internet sweepstakes located on 501 North was attempting to operate without compliance was forced to cease operations when Person County Inspections, Planning and Health had the power cut off. Ms. York noted the Planning Director informed her that internet sweepstakes are illegal in Virginia. Commissioner Jeffers inquired about Person County implementing an ordinance to regulate internet sweepstakes machines with a fee per machine. Mr. Aycock reminded the Board of the two pending court of appeals cases for each Guilford County whereby internet sweepstakes are permissible and in Wake County where internet sweepstakes are prohibited.

CLOSED SESSION:

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** to enter into Closed Session per General Statute 143-318,11(a)(6) for the purpose to discuss personnel and obtain legal advice from the county attorney at 8:30 p.m. Chairman Clayton announced a brief recess prior to entering Closed Session.

Closed Session was called to order at 8:36 p.m.

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to return to open session at 9:06 p.m.

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** to request staff write a letter on Chairman Clayton's behalf to the Board of Education requesting the Helena School property transfer back to the county by the end of January noting the understanding that the Alternative School will remain intact at that site until such time of their move into their new facility.

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Kennington, and **carried 5-0** to reinstate the County Manager to full time, restore the full time salary plus 5% salary adjustment related to the MAPS increase.

ADJOURNMENT:

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried 5-0** to adjourn the meeting at 9:08 p.m.

Brenda B. Reaves
Clerk to the Board

Jimmy B. Clayton
Chairman