

**NORTHAMPTON COUNTY  
REGULAR SESSION  
June 18, 2018**

Be It Remembered that the Board of Commissioners of Northampton County met on June 18, 2018 with the following present: Robert Carter, Fannie Greene, Chester Deloatch, Charles Tyner and Geneva Faulkner.

Others Present: Leslie Edwards, Scott McKellar, Nathan Pearce, and Komita Hendricks.

**Absent: Kimberly Turner**

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to enter into Closed Session for G.S. 143-318.11 (a)(3). **Question Called: All present voting yes. Motion carried.**

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

**Chairman Carter called the meeting to order.**

**Agenda Work Session:**

A work session was held to discuss today's agenda items. Chairman Carter called upon Assistant County Manager Nathan Pearce for input. Mr. Pearce had no changes. Chairman Carter called upon Commissioners for input. Commissioners had no changes.

**Regular Session:**

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments. Chairman Carter called for a moment of silence and invited everyone to participate in the Pledge of Allegiance.

**Approval of Regular Session Minutes for June 4, 2018:**

A motion was made by Chester Deloatch and seconded by Fannie Greene to approve the Regular Session Minutes for June 4, 2018. **Question Called: All present voting yes. Motion carried.**

**Approval of Closed Session Minutes for June 4, 2018:**

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the Closed Session Minutes for June 4, 2018. **Question Called: All present voting yes. Motion carried.**

**Approval of Agenda for June 18, 2018:**

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the agenda for June 18, 2018. **Question Called: All present voting yes. Motion carried.**

**Resolution for Butcher's Lane:**

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to obtain approval of a resolution for Butcher's Lane to be added to the state maintained secondary road system.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the resolution for Butcher's Lane. **Question Called:** *All present voting yes.* **Motion carried.**

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

## Northampton County

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

BOARD OF COMMISSIONERS

P. O. BOX 800

JACKSON, N. C. 27845

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

### NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAY SAFETY REQUEST FOR ADDITION TO STATE MAINTAINED SECONDARY ROAD SYSTEM

*North Carolina*

*County of Northampton*

*Road description:* Butcher's Lane off of NC 46 located about 2 1/2 miles west of  
Gaston, NC.

**WHEREAS**, the attached petition has been filed with the Board of Commissioners of the County of Northampton requesting that the above described road, the location of which has been indicated on the attached map, be added to the Secondary Road System; and

**WHEREAS**, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation and Highway Safety for the addition of roads to the System.

**NOW, THEREFORE** be it resolved by the Board of Commissioners of the County of Northampton that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

#### CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Northampton at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and appears in the minutes of the said Commission,

**WITNESS** my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Komita Hendricks, Clerk to the Board  
Northampton County Board Commissioners



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

February 27, 2018

County: Northampton

Subject: Request for Addition- Butcher's Lane off of NC 46

Mr. James Arrington  
PO Box 1844  
Gaston, NC 27832

Dear Mr. Arrington:

Attached you will find the "Petition for Road Addition Form" as requested. From looking at files in our office, it appears this road was being considered for addition in 1999. Our investigation stopped due to owners that were in not willing to dedicate the necessary right of way.

Once you complete the form, please forward to the Northampton Board of County Commissioners. Once they approve they will return the form to our office for further handling. If you need further information or assistance, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott L. Emory".

Scott L. Emory, P. E.  
District Engineer

Attachments



Mailing Address:  
NC DEPARTMENT OF TRANSPORTATION  
DISTRICT ENGINEER'S OFFICE  
230 NC 42 WEST  
AHOSKIE, NC 27910

Telephone: (252) 332-4021  
Fax: (252) 332-3040  
Customer Service: 1-877-368-4968  
Website: [www.ncdot.gov](http://www.ncdot.gov)

Location:  
NC DEPARTMENT OF  
TRANSPORTATION  
DISTRICT ENGINEER'S OFFICE  
230 NC 42 WEST  
AHOSKIE, NC 27910

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**PETITION FOR ROAD ADDITION**  
**FORM SR-1 REVISED Jan-2010**

**ROADWAY INFORMATION:** (Please Print)

County: Northampton Road Name: Butcher Lane  
 (Please list additional street names and lengths on the back of this form.)

Subdivision Name: \_\_\_\_\_ Length (miles): 1'

Number of occupied homes having street frontage: \_\_\_\_\_

Location: \_\_\_\_\_ miles N S E W of the intersection of Route \_\_\_\_\_ and Route \_\_\_\_\_  
 (Circle one) (SR, NC or US) (SR, NC or US)

We, the undersigned, being property owners and/or developer of \_\_\_\_\_ in \_\_\_\_\_ County, do hereby request the Division of Highways to add the above described road.

**CONTACT PERSON:** Name and Address of First Petitioner. (Please Print)

Name: James Arrington Phone Number: (252) 578-7489  
 Street Address: 151 Butcher Lane  
 Mailing Address: P.O. Box 844 Gaston N.C. 27832

NAME	PROPERTY OWNERS MAILING ADDRESS	TELEPHONE
James & Sylvia Arrington		(252) 535-2430
Cynthia Mason		252-676-7769
Celine D. Butcher		804-314-0483
Butcher owner		5354389
Maryanne B. Jones		252-535-1219
Cora Butcher		535-3379
Janet High		676-2946
James High		252-532-4281
Shirley Arrington		252-578-9898
Heather Amis		252-57-9604
Tony Butcher		252-537-0185
Lyndia P. Butcher		252-326-1095
Elizabeth Butcher		252-535-2788
Jill Butcher Roberts		252-532-6466
Kenneth Bruce Peterson <sup>33</sup>		252-535-4661
George Owens		252-537-8569
Linwood Putnam		252-535-3342

**INSTRUCTIONS FOR COMPLETING PETITION:**

1. Complete Information Section
2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
3. Attach Two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
6. Submit to District Engineer's Office.

Form SR-1

**FOR NCDOT USE ONLY: Please check the appropriate block**

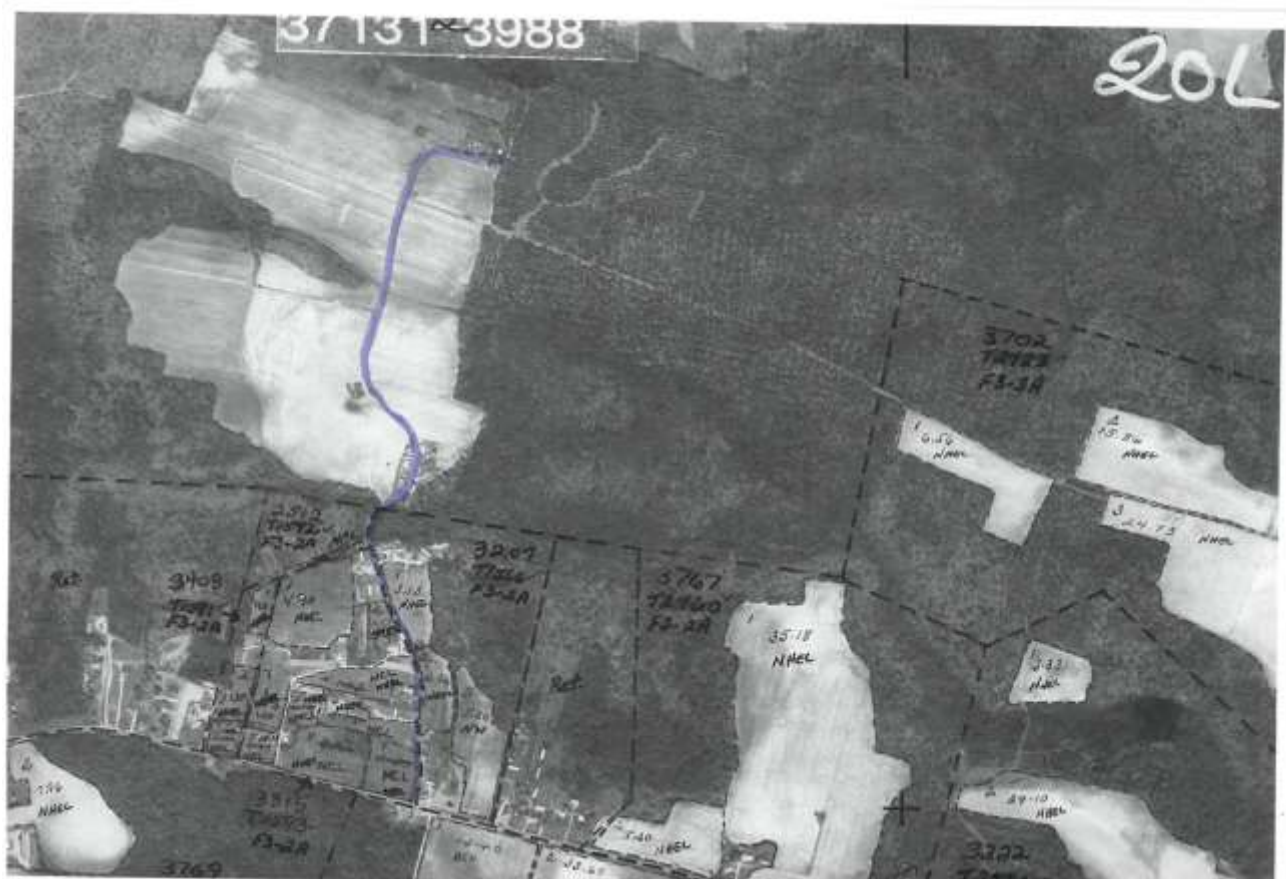
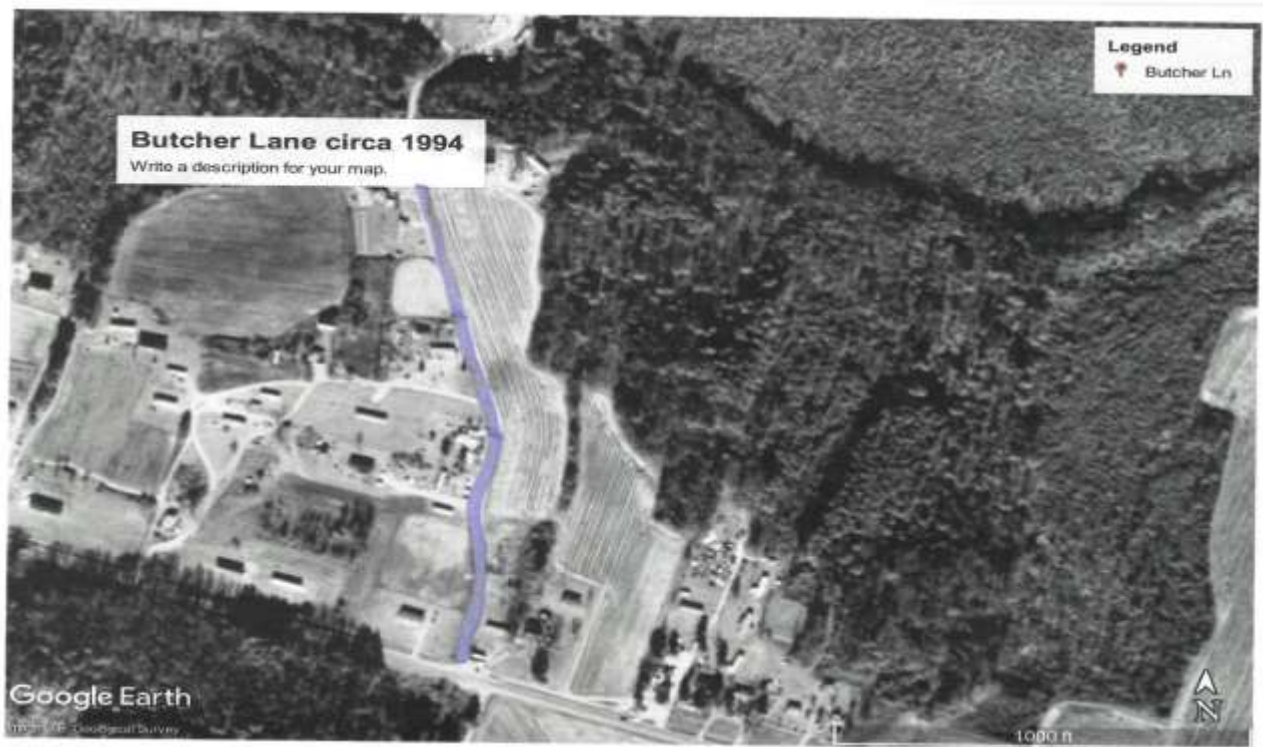
- ☐ Rural Road      ☐ Subdivision established prior to October 1, 1975      ☐ Subdivision established after October 1, 1975

**REQUIREMENTS FOR ADDITION**

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. This right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and to execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>









**MOU between NC DHHS and DSS:**

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to obtain approval of a Memorandum of Understanding between NC Department of Health & Human Services and Northampton County.

A motion was made by Geneva Faulkner and seconded by Fannie Greene to approve the Memorandum of Understanding between NC Department of Health & Human Services and Northampton County. **Question Called:** *All present voting yes.* **Motion carried.**

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

## DECISION PAPER

**TO:** The Northampton County Board of Commissioners

**FM:** Ms. Kimberly L. Turner, County Manager 

**DT:** June 18, 2018

**RF:** Memorandum of Understanding between NC DHHS and Northampton County

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### **PURPOSE:**

To obtain the Board's approval of a Memorandum of Understanding between NC Department of Health & Human Services and Northampton County.

### **FACTS:**

1. Session Law 2017-41 requires all counties to enter into an annual written agreement with the DHHS for all social services programs excluding medical assistance (Medicaid).
2. The law requires the agreement to contain certain performance requirements and administrative responsibilities related to social services programs.
3. DHHS has been working with NCACC, DSS Directors Association, and County DSS Directors in drafting this agreement.
4. County Managers were asked to review the agreement about a week prior to it being finalized.
5. All performance measurements will be tracked monthly and a report will be sent out to counties each month.
6. If the County DSS fails to satisfy the mandated performance requirements or fails to comply with the terms of this MOU, DHHS may withhold State and/or Federal funding.

### **DISCUSSION:**

Due to Session Law 2017-41, counties are required to enter into an annual Memorandum of Understanding with the NC Department of Health and Human Services to meet performance requirements and administrative responsibilities for all social services programs excluding Medicaid. If the county fails to satisfy the mandated performance requirements or fails to comply with the MOU, State and/or Federal funds may be withheld.

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**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN  
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
NORTHAMPTON COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly**

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and Northampton County a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

**TERMS OF UNDERSTANDING**

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

**1.0 Parties to the MOU**

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Northampton County, a political subdivision of the State of North Carolina.

**1.1 Relationships of the Parties**

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

**Subcontracting:** The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

**Assignment:** No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

## **2.0 Terms of the MOU**

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

### **2.1 Default and Modification**

**Default:** In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

**Performance Improvement/Corrective Action:** Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

**Waiver of Default:** Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

**Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Modification:** The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

## **3.0 MOU Documents**

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

#### **4.0 Entire MOU**

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

#### **5.0 Definitions**

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

#### **6.0 Audit Requirements**

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

#### **7.0 Record Retention**

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

#### **8.0 Liabilities and Legal Obligations**

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

#### **9.0 Confidentiality**

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

#### **10.0 Secretary's Authority Undiminished**

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

#### **11.0 MOU does not Diminish Other Legal Obligations**

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

**12.0 Notice**

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

**For the Department of Health and Human Services, Division of Social Services**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director,	Wayne Black, Director
Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Kimberly L. Turner, Northampton County Manager P.O. Box 808 Jackson, NC 27845	Kimberly L. Turner, Northampton County Manager 108 West Jefferson Street Jackson, NC 27845

**13.0 Responsibilities of the Department**

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through X.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
  - a. Staff Training and Workforce Development:
    - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.



- ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
- iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
- iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
- v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Compliance Monitoring:
  - i. Evaluate county compliance with applicable federal and state laws, rules and policies.
  - ii. Provide feedback to counties with recommended changes when necessary.
  - iii. Monitor county compliance with federal and state law, rule and policy.
  - iv. Monitor all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
  - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
  - ii. Provide counties with reliable data (related to accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
  - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
  - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
  - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
  - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
  - iv. Provide counties with a timely response to requests for technical assistance or guidance.
  - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
  - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
  - vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU.
  - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

e. Inter-agency Coordination:

- i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
- ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
- iii. Coordinate with and communicate to county DSS agencies available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
- iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

**14.0 Responsibilities of the County**

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through X.
- (2) The County shall comply with the following administrative responsibilities:
  - a. Staff Requirements and Workforce Development:
    - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
  - b. Compliance:
    - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
    - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
    - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
  - c. Data Submission:
    - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
    - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
  - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if measures are not being accomplished.
- d. Communication:
- i. Respond and provide related action in a timely manner to all communications received from the Department.
  - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
  - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board, or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
  - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
  - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
  - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

#### **15.0 Data Security and Reporting**

**Data Security:** The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

**Duty to Report:** The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department's Contract Administrator and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs

covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

**16.0 Miscellaneous**

**Choice of Law:** The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agrees and submits, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

**Effective Date:** This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

**Signature Warranty:** Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

**Northampton County**

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

County: \_\_\_\_\_

DATE: \_\_\_\_\_

Witness: \_\_\_\_\_

BY: \_\_\_\_\_  
Name

TITLE: \_\_\_\_\_

County: \_\_\_\_\_

DATE: \_\_\_\_\_

Witness: \_\_\_\_\_

**North Carolina Department of Health and Human Services**

BY: \_\_\_\_\_  
Secretary, Department of Health and Human Services

DATE: \_\_\_\_\_

This Instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Leslie A. Edwards  
Finance Officer

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - CPS Assessments**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services; Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:  
Child Welfare - Foster Care**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109-288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	<b>System Performance Measure</b>	<b>Authority for the system performance measure</b>
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care.  DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge.  DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%.  DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement  CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III — MANDATED PERFORMANCE REQUIREMENTS:  
Child Support**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200  NCGS 110- 129.1  Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives



**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:  
Energy Programs**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
<b>2</b>	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:  
Work First**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
<b>2</b>	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that the they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
<b>3</b>	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
<b>4</b>	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:  
Food and Nutrition Services**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
<b>1</b>	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
<b>2</b>	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
<b>3</b>	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
<b>4</b>	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:  
Adult Protective Services (APS)**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:  
Special Assistance (SA)**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:  
Child Care Subsidy**

	<b>Performance Measure</b>	<b>Authority for the performance measure</b>
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

#### **ATTACHMENT X— CORRECTIVE ACTION**

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

##### **1. Non-Compliance with performance requirements or terms of the MOU**

- a. In the event a County Department of Social Services (County DSS)\*\* fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS significantly contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

##### **2. Performance Improvement Plan**

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
  - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
  - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.



- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

**3. Continued Non-Compliance**

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
  - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
  - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
  - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
  - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

**4. Failure to Complete Corrective Action Plan/Urgent Circumstances**

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

**\*\*** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.

**FY 18-19 DHHS/County Agreement Final Draft Talking Points**

*5/31/2018*

- Session Law 2017-41 requires all counties to enter into an annual written agreement with the Department of Health and Human Services for all social services programs excluding medical assistance (Medicaid). The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs.
- The Department issued three previous drafts of this agreement to the NC Association of County Commissioners and the DSS Directors Association, as well as all county DSS directors. In response, these groups, along with other county representatives from across the state, provided lengthy and detailed feedback on the agreement and proposed performance requirements.
- The three growth measures in foster care are designed to show progress over time. DHHS considered similar feedback for two of the child support measures, however, these measures were not changed for a number of reasons:
  - Counties have been provided annual performance measures for Child Support Enforcement for a number of years. These county-specific performance measures are based on the counties prior years' performance.
  - The State of North Carolina draws down incentive dollars from the federal government based on performance in these five federal performance measures. 85% of those incentive dollars are sent to the counties based on their individual performance.
- The Department considered every comment received in developing this final draft of the agreement. Highlights of comments and subsequent changes made to the agreement in response to the feedback include:
  - Throughout the drafting process, many counties expressed concern over the formalistic nature of the written agreement. In an effort to compromise with counties on the format of this agreement, we have changed the name of the document from "Annual Written Agreement" to a "Memorandum of Understanding". While this change does not alter the binding nature of the agreement as is required by HB 630, we hope this change reflects the Department's commitment to working collaboratively with counties in providing social services the people of North Carolinians.
  - The Department recognizes the critical role it plays in engaging with other state-level and system-level partners to work towards improving the delivery of social services. To reflect this concept, under Section 13.0, the Department has add the following language: "The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety."
  - Multiple commenters expressed concern with the provision requiring the County to provide the name of any subcontractors within 30 days of execution of a contract. We have clarified that the subcontractors the Department wants to be notified about are

- The Department will make the commitment to publish a system-wide training calendar quarterly, not just semi-annually.
- We have also removed the provision under Section 14.0 related to the qualifications of county personnel. We recognize that staff qualifications is an HR matters more appropriately addressed outside of this agreement.
- All Performance Measurements will be tracked monthly and a report will be sent out to counties each month. More information will be forthcoming on the process, including specific dates on which the monthly report will be run and dispersed to counties.
- Several updates have been made to Attachment X, Corrective Action. The Department has included a specific process by which the relevant Division Director will review any disagreement submitted to the Department regarding a notice of non-compliance. In the event the Division Director sides with the County, the notice of non-compliance will be rescinded. If the Division Director makes a decision to proceed with the performance improvement plan, the parties shall work collaboratively to address the issues raised in the disagreement letter in the performance improvement plan.

**Water Survey for Jasper Jones Road:**

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to obtain approval to proceed with the waterline surveying of Jasper Jones Road by providing the estimates from Odom Land Surveying or Michael Cullom Land Surveyor.

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve Michael Cullom to complete the waterline surveying for Jasper Jones Road. **Question Called:** *All present voting yes.* **Motion carried.**

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

***Water Survey for Jasper Jones Road***

**Decision Paper**

To: The Northampton County Board of Commissioners  
From: Nathan Pearce, Assistant County Manager  
Date: June 18, 2018  
Subject: Water Survey for Jasper Jones Rd.

**PURPOSE:**

To obtain the Northampton County Board of Commissioners' approval to proceed with the waterline surveying of Jasper Jones Rd. based off of the estimates received by Odom Land Surveying Company and Michael Cullom Land Surveyor.

**FACTS:**

1. Mr. Kirk Rogers, Public Works Director, contacted multiple surveying companies about Jasper Jones Rd.
2. Mr. Rogers received estimates from two (2) surveying companies: Odom Land Surveying Company and Michael Cullom Land Surveyor.
3. Odom Land Surveying Company provided an estimate of \$1,300 while Michael Cullom Land Surveyor provided an estimate of \$1,200.
4. Odom Land Surveying Company would like three (3) weeks to complete the survey and Michael Cullom Land Surveyor would like a week to complete the survey.

**RECOMMENDATION:**

That the Board approve the waterline surveying of Jasper Jones Rd. to be completed, at the Board's discretion, by either Odom Land Surveying Company or Michael Cullom Land Surveyor.

Action by the Commissioners:

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Other: \_\_\_\_\_

 / Asst. County Manager  
County Manager

  
Finance Officer

**Michael Cullom Land Surveyor**

605 Park Ave.  
Roanoke Rapids, NC 27870

Phone # 252-532-4219      cullomssurveying@yahoo.com

**Estimate**

Date	Estimate #
6/7/2018	8

Name / Address
Northampton County

			Project
Description	Qty	Rate	Total
Survey of the existing water line and water meters along the Jasper Jones Rd in Northampton County. A new map will be provided showing all property owners adjoining the road.		1,200.00	1,200.00
		<b>Total</b>	\$1,200.00

Odom Land Surveying Company  
 130 Mina Street  
 Roanoke Rapids, NC 27870  
 (252) 537-4566

## Estimate

DATE	ESTIMATE...
5/28/2018	132

NAME / ADDRESS
Northampton County Public Works C/O Kirk Rogers

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Survey and map of existing water line on Jasper Jones Road in Gaston Township, Northampton County, NC I would like 3 weeks to complete		1,300.00	1,300.00
Please call when you need this work done.			<b>TOTAL</b> \$1,300.00



**NACo Voting Delegate:**

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to ask for a voting delegate for the NACo 83<sup>rd</sup> Annual Conference taking place in Nashville-Davidson County on July 13-16.

A motion was made by Charles Tyner and seconded by Chester Deloatch to appoint Fannie Greene as the voting delegate at the NACo 83<sup>rd</sup> Annual Conference. **Question Called:** *All present voting yes.* **Motion carried.**

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



## MEMORANDUM

### ELECTION OF NACo OFFICERS AND VOTING ON POLICY

To: County Board Chairpersons, Parish Presidents, Borough Mayors,  
County Judges, Elected County Executives and County Clerks  
From: Roy Charles Brooks, NACo President  
Date: May 18, 2018  
Subject: Voting Credentials—2018 Annual Conference

NACo is preparing for the 83rd Annual Conference to be held July 13-16, 2018, in Nashville-Davidson County, Tenn. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form.** A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- **elected** county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JUNE 29.***

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (866) 370-9421

Credentials Committee  
Attn: Alex Koroknay-Palicz  
National Association of Counties  
660 North Capitol St, NW, Suite 400  
Washington, DC 20001

[AKPalicz@naco.org](mailto:AKPalicz@naco.org)

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or [akpalicz@naco.org](mailto:akpalicz@naco.org). We look forward to seeing you in Nashville-Davidson County!

## 2018 Credentials Process Frequently Asked Questions

### **On what issues or for which candidates do counties/parishes/boroughs vote?**

Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The position of second vice president is usually the one position that is contested.

### **How can my county vote?**

A county must be a NACo member "in good standing" in order to vote. This means your county's dues for 2018 must be paid before the voting occurs. **Also, the county must have at least one paid registration for the annual conference and have proper credentials.**

### **What are credentials?**

Credentials attest to a county's eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county's vote.

### **How is the credentials form distributed?**

The form is mailed to the clerk and chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Conference registrants will receive an e-mail with a link to the credentials form as well. Only counties that have paid their 2018 NACo dues will receive a credentials form. This form is mailed in May. Please return this form by Friday, June 29, 2018.

### **Why did I receive a credentials form?**

You are receiving this form because you are the chief elected official at your county, your county's clerk, or you registered for the 2018 NACo Annual Conference. If you wish to vote, please bring the credentials form to your chief elected official to fill out and return to us. Please see this packet for more instructions on the form.

### **My county has misplaced the credentials form. What should I do?**

The credentials form will be available in the Elections and Voting Credentials section of the NACo website ([www.naco.org/credentials](http://www.naco.org/credentials)) shortly after it is mailed. After you download, print, and fill out the form correctly, you can return it to NACo. Please call Alex Koroknay-Palicz at 888.407.NACo (6226) x291 if you need assistance.

### **If my county is not registering for the Annual Conference, does my county have to send in the credentials form?**

No. Only counties who register are able to vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

### **What is a voting delegate?**

A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county's votes at the annual conference. The delegate must have a paid registration to the conference.

### **Who may be a voting delegate?**

Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

### **What is an alternate?**

An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference.

- The delegate OR alternate listed on the credentials form may pick up your county's ballot.

**How does NACo determine the number of votes each county receives?**

The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than \$1,199 in dues are entitled to one additional vote for each additional \$1,200 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of \$450 to \$1,199 receive one vote.
- Counties with dues of \$1,200 to \$2,399 receive two votes, and so on.
- The maximum number of votes a county can receive is 51.

**My county has 10 votes. How can our 25 commissioners divide or share the votes?**

That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

**I've heard the term "unit vote" used. What is that?**

Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

**When does the voting take place?**

This year's election will be held on Monday, July 16, 2018 at 9:30 a.m. at the NACo Annual Business Meeting.

**How does the voting occur?**

Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority of the total number of votes being cast. Voting may still continue after a majority has been reached.

**What is a roll call?**

Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." This will continue until all votes have been cast.

**What happens if there is a dispute over the election process?**

It is rare, but sometimes irregularities occur with how votes are cast or counted, or how the credentialing process is conducted. As a safeguard elections may be challenged during the voting process at the NACo Annual Business Meeting. Challenges are allowed under two circumstances: A voting delegate may challenge the vote for his/her state, and his/her state only. A candidate running to become a NACo officer may challenge the vote of any state. If a challenge is made, the NACo Credentials Committee may audit the ballots of a state delegation to ensure that the number of votes the state is casting matches the number of ballots the state has. The committee may also audit the ballot transfer records on the back of each ballot and the State Voting Totals Form, which is a form states fill out showing the number of votes cast for each candidate.

# 2018 CREDENTIALS VOTING FORM

☐ If my ballot is not picked up, **I DO NOT AUTHORIZE** my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.

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[illegible]

State

**Adoption of FY 2018--2019 General Fund Operating Budget:**

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to obtain approval and formal adoption by the Board of Commissioners of Northampton County's Fiscal Year 2018-2019 General Fund Operating Budget.

A motion was made by Chester Deloatch and seconded by Geneva Faulkner to approve and adopt the FY 2018-2019 General Fund Operating Budget as presented in the amount of \$32,973,679. **Question Called:** *All present voting yes.* **Motion carried.**

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

**DECISION PAPER**

**TO:** The Northampton County Board of Commissioners

**FM:** Ms. Kimberly L. Turner, County Manager 

**DT:** June 18, 2018

**RF:** Adoption of FY 2018-2019 General Fund Operating Budget

**PURPOSE:**

The purpose of this decision paper is to obtain approval and formal adoption by the Board of Commissioners of Northampton County's Fiscal Year 2018-2019 General Fund Operating Budget.

**FACTS:**

1. The total general fund operating budget is \$32,973,679 and reflects an increase of \$236,557 or a 1% increase compared to current year budget.
2. This budget requires a \$1,995,714 appropriation from the un-designated fund balance.
3. This budget satisfies a debt liquidation schedule of \$1,521,511.
4. This budget requires no increase in the ad valorem tax rate of \$0.92 cents per \$100 of assessed value.
5. This budget does provide for a 5 % cost of living adjustment, merit increases, longevity pay, and Christmas bonuses for employees; health insurance premium costs of 90/10 wherein the County pays 90 percent and employees pay 10 percent; and critical capital outlay in the amount of \$607,937.
6. This budget provides for a mileage reimbursement rate of \$0.55 per mile.

**DISCUSSION:**

The FY 18-19 operating budget was formulated based on goals and direction set by the Board of Commissioners, expected revenues from all sources, an appropriation of \$1,995,714 from the undesignated fund balance, and expenditures that meet expected revenues in providing services and operations of county government.

**RECOMMENDATION:**

That the Board of Commissioners approve and adopt the Fiscal Year 2018-2019 General Fund Operating Budget as presented and in the amount of \$32,973,679.

**Coordination:**

Finance Officer:

Concur  \_\_\_\_\_

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

Concur with comments \_\_\_\_\_

Action by the Commissioners:

Approved: \_\_\_\_\_  
Disapproved: \_\_\_\_\_  
Other: \_\_\_\_\_

**FISCAL YEAR 2018-2019**

**NORTHAMPTON COUNTY BUDGET ORDINANCE**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF  
NORTHAMPTON COUNTY, NORTH CAROLINA:**

**SECTION 1:** The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019 in accordance with the chart of accounts heretofore established for Northampton County:

**I. General Government:**

1 Governing Body	116,387	
2 Administration	276,481	
3 Human Resources	217,848	
4 Finance	676,149	
5 Tax	894,716	
6 Land Records Management	194,372	
7 Legal	201,960	
8 Court System	23,601	
9 Board of Elections	208,656	
10 Register of Deeds	222,815	
11 Buildings and Grounds	1,060,691	
12 MIS	283,809	
13 Central Stores	200	
14 Insurance-Retirees	363,957	
15 Central Garage	85,519	
16 Bulk Fuel	5,000	
Total General Government		\$ 4,832,161

**II. Public Safety:**

17 Building Inspector	173,116
18 Sheriff	2,677,570
19 Sheriff's Execution Account	13,000
20 Sheriff's School Resource Officers	125,778
21 Jail	1,477,648
22 Youth Detention	50,000
23 Emergency Communications	1,064,329
24 Emergency Management	179,435



25 Volunteer Fire Department	14,500		
26 Medical Examiner	12,000		
27 Ambulance Service	3,397,390		
28 Animal Control	82,187		
29 Tri County Airport	20,000		
30 Regional Airport Contribution	25,000		
31 CPTA	2,500		
32 Contribution to Rescue Squads	30,000		
33 Recidivism Reduction Services	310,858		
Total Public Safety		\$	9,655,311

III. Environmental Protection:

34 Soil Conservation	113,807		
35 Forestry Program	120,108		
36 Drainage and Watershed	4,000		
37 Lake Gaston Weed Control	100,000		
38 Four Rivers	-		
39 RR Partners	1,000		
Total Environmental Protection		\$	338,915

IV. Contributions to Outside Agencies

40 Upper Coastal Plains	9,605		
41 Senior Tarheel Leg.	600		
42 Caswell	390		
43 CADA	2,500		
44 Rest Home Committee	1,200		
Total Contributions to Outside Agencies		\$	14,295

V. Economic/Physical Development:

45 Planning	157,410		
46 Economic Dev. Commission	186,635		
47 Talon Building	-		
48 Cooperative Extension	289,498		
49 Northampton Chamber of Commerce	15,569		
50 Lowe's Solid Waste Pick-Up	170,000		
51 Enviva Incentive	360,557		
Total Economic/Physical Development		\$	1,179,669

VI. Human Services:

Health:

52 Health	799,532	
53 Communicable Diseases	19,131	
54 Healthy Start Initiative	-	
55 Immunization Plan	9,484	
56 Aid to Counties	117,202	
57 Family Planning Outreach	-	
58 Carolina Access III	-	
59 TB Program	36,523	
60 Community Health	-	
61 Jail Site Testing	58,587	
62 Breast and Cervical Cancer	-	
63 Home Health	1,044,992	
64 School Nurse Funding	150,000	
65 Healthy Communities	44,718	
66 Child Health	76,192	
67 Child Service Coordinator	48,915	
68 Health Check	44,556	
69 Maternal Child Health	60,102	
70 Family Planning	246,153	
71 Adult Health	22,820	
72 Head Start	36,862	
73 WIC Programs	126,305	
74 Wise Woman Project	-	
75 Bioterrorism	31,664	
76 Environmental Health	198,389	
77 Home Delivered Meals	99,832	
78 Wic Breastfeeding Peer Counselor	10,558	
79 Nurse Family Partnership	525,788	
80 Nurse Family Partnership - Nash	125,000	
81 Pregnancy Care Mgmt.	68,278	
82 Aids Program	16,403	
83 Prescription Drugs	1,123	
84 Mosquito Control	-	
85 STD Prevention	100	
86 Susan G. Komen	-	
Sub-Total Health	\$	4,019,209

VII. Other Human Services:

87 CBA	90,873		
88 Mental Health	81,614		
89 Veterans Service	55,267		
90 DSS's County Share	2,178,203		
91 Elderly & Handicapped Tran.	111,153		
92 JCPC	3,241		
93 Office on Aging	59,781		
94 Home & Community Block Grant	88,612		
95 Family Care Giver	-		
96 RPO	6,649		
97 Block Grant Match	-		
98 County Match -CBA Programs	9,087		
99 Roanoke Domestic Violence	-		
100 Kings Kitchen	1,000		
Subtotal Other Human Services		\$	2,685,480

VIII. Education:

101 School's Current Expense	3,000,000		
102 Fines & Forfeitures	50,000		
103 School's Capital Outlay	595,000		
104 Halifax Community College	260,000		
105 Roanoke-Chowan Community College	30,000		
106 NCHS - Electric Vehicle Rally	-		
Total Education		\$	3,935,000

IX. Cultural and Recreation:

107 Library	156,430		
108 Recreation	283,989		
109 Recreation Programs	-		
110 Museum	4,000		
111 Cultural Arts/Recreation	10,027		
Total Cultural and Recreation		\$	454,446

X. Transfers:

112 Debt Service	1,301,511		
113 Tax Revaluation	50,000		
114 Transfer to Solid Waste Fund	-		
115 Transfer to schools capital reserve	-		
Total Transfers		\$	1,351,511

XI.	<u>Contingency:</u>		
	116 Contingency	150,000	
	Total Contingency	\$	150,000
XII	Less COL	\$	-
	Less Insurance Saving	\$	-
	Total General Fund Expenditures	\$	28,615,997
XIII	<u>DSS Federal and State</u>		
XIV	Expenditures		\$4,357,682
	<b>TOTAL OPERATING BUDGET</b>	\$	32,973,679

**SECTION II.** It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

I.	<u>Taxes Ad Valorem:</u>		
	1 Current Year Taxes	17,730,672	
	2 Prior Year Taxes	530,000	
	3 Interest on Back Taxes	165,000	
	4 Penalty on Back Taxes	12,000	
	5 Return Check Charge	1,200	
	6 Ahoskie Drainage	5,900	
	7 Tax Foreclosure	-	
	Sub-Total Taxes	\$	18,444,772
II.	<u>Other Taxes and Licenses:</u>		
	8 Occupancy Tax	2,400	
	9 Privilege Licenses	1,000	
	10 Excise Tax	140,000	
	11 Beer and Wine Tax	62,000	
	12 Utility Tax	5,000	
	Sub Total Other Taxes	\$	210,400

III. Sales Tax:

13 ½ Cent Sales Tax	-	
14 1% County	350,000	
15 ½ Cent –County	850,000	
16 ½ Cent - School	500,000	
17 Additional Sales Tax	650,000	
Sub-Total Sales Tax	\$	2,350,000

IV. Intergovernmental-Unrestricted:

18 Court Costs	14,000	
19 Indirect Cost-Enterprise	101,705	
20 ABC Profits	-	
21 Emergency Food	2,400	
22 DSS Indirect Cost Reimbursement	-	
Sub-total Intergovernmental	\$	118,105

V. Grants:

23 Aging Block Grant	88,612	
24 Recidivism Reduction Services	310,858	
25 Soil/Water	18,000	
26 Emergency Management	39,342	
27 ROAP	-	
28 DOT-Rural Public Transportation	51,181	
29 Cultural Arts Grant	10,027	
Sub-Total Grants	\$	518,020

VI. Inter-Governmental Restricted:

30 ABC 5 cent Bottle Tax	4,000	
31 ABC 1 cent Bottle Tax	270	
32 Court Facility Fees	20,000	
33 Fines and Forfeitures	50,000	
34 Elderly and Handicapped	59,972	
35 Recreation Booster	8,000	
36 CBA	94,114	
Sub-Total Inter-Governmental Restricted	\$	236,356

VII. Health Revenues:

39 Health Aid-Designated (Aid to Counties)	83,036	
40 Health Aid (Regular Health)	21,240	
41 Communicable Disease	2,440	
42 Immunization Action	9,014	
43 TB	17,186	
44 Comprehensive Breast/Cervical Cancer	-	
45 Smart Start	-	
46 Mosquito Control	-	
47 Child Health	39,062	
48 Child Health Medicaid	12,000	
49 Child Service	48,915	
50 Child Service Medicaid	-	
51 United Way	-	
52 MCH	17,152	
53 MCH-Medicaid	10,000	
54 Family Planning	69,795	
55 Family Planning-Medicaid	15,000	
56 Adult Health-Medicaid	3,500	
57 Head Start	37,116	
58 WIC	116,027	
59 Aging Block Grant	70,000	
60 AIDS (State - TB)	16,403	
61 Aging-USDA	7,971	
62 Wic Breast Feeding Peer Counseling	8,000	
63 Wise Woman	-	
64 Healthy Start-Initiative	-	
65 Environmental Health Fees	-	
66 Bioterrorism Prepared Response	31,664	
67 VD Medicaid Reimbursement	3,500	
68 HIV-STD	1,123	
69 Family Planning Outreach	-	
70 Community Health Grant	-	
71 Jail Site Testing	58,587	
72 Pregnancy Care Management	66,000	
73 School Nurse Funding	150,000	
74 BCCCP	-	
75 Healthy Communities	39,946	
76 Nurse Family Partnership	505,228	
77 Nurse Family Partnership - Nash	125,000	
78 Susan K Grant	-	
79 STD Preventive	100	
Sub-total Health	\$	1,585,005

VIII. Permits and Fees:

77 Civil Licenses Revocation	900	
78 Insulation Fees	3,000	
79 Register of Deed Fees	72,000	
80 Marriage Licenses	2,500	
81 Building Permits Fees	75,000	
82 Plumbing Fees	5,100	
83 Mechanical Fees	13,000	
84 Electrical Inspections	35,000	
85 Home Owner	3,000	
86 Zoning Permits	8,000	
87 Fire Safety Inspection	1,500	
88 Concealed Weapons Permits	18,000	
89 Jail-Social Security Reimb	2,500	
90 Re-inspection Fees (Other)	7,500	
91 Wellness Center Membership	8,500	
Sub-Total Permits and Fees		\$ 255,500

IX. Sales and Services:

92 Computer Generated Revenue	500	
93 Sheriff's Fees	15,500	
94 Reimbursement - School Resource Officers	125,778	
95 Jail Fees-Clerk of Court	1,400	
96 Inmate Housing-SMCP Program	200,000	
97 Inmate Housing-State	150,000	
98 Rescue Squad Fees	850,000	
99 Town Motor Vehicle Collection Fees	22,300	
100 Ambulance Medicaid Reimbursement	340,000	
101 Municipal Elections	500	
102 Refund For Imaging-Sheriff	3,000	
Sub-Total Sales & Services		\$ 1,708,978

X. Sales & Services-Health:

103 Animal Control Fees	-	
104 Clinic Fees	8,000	
105 Pap Smears	-	
106 Home Health Third Party	917,414	
107 Environmental Health Fees	-	
108 Meals Program Income	-	
109 General Clinic	2,500	
110 Vaccine Reimbursement	8,000	

111 Contribution for meals	-	
112 CR III	-	
113 MCH Fees	-	
114 Family Planning Client Fee	3,000	
115 Adult Health	4,000	
116 Child Health Fees	600	
117 Head Start Revenue	37,116	
118 Meals-United Way	-	
119 Health Check	45,339	
120 Drug Screening	1,000	
Sub-Total Health Sales & Services	\$	1,026,969

XI. Miscellaneous Revenue:

121 ASCS Rent	22,178	
122 Miscellaneous	25,000	
123 Interest Earned	6,000	
124 Investment Earnings	20,000	
125 Sheriff's Special Accounts	25,000	
126 Insurance Reimbursement	30,000	
127 Sale of Assets	10,000	
128 Wellness Center Rents	10,000	
129 Special Project Revenue	18,000	
130 Recreation Vending Proceeds	-	
131 Receipt of Bank Financing	-	
Sub-Total Miscellaneous	\$	166,178

XIII. Fund Balance

132 Fund Balance Appropriation	1,995,714	
Sub-Total Fund Balance Appropriated	\$	1,995,714
Total General Fund Revenues	\$	28,615,997

XIV. DSS Federal and State

DSS Fed & State Revenue	\$4,357,682
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<b>TOTAL OPERATING BUDGET</b>	\$	32,973,679
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**SECTION III.** The Following amounts are hereby appropriated in the Revaluation Fund for future revaluation of property in Northampton County during the fiscal year beginning July 1, 2018 and ending June 30, 2019, in accordance with the chart of accounts heretofore established for Northampton County:

Tax Revaluation Operating Budget	17,142		
Revaluation Fund on Investment	32,858		
Total Estimated Expenditures		\$	50,000

**SECTION IV:** It is estimated that the following revenues will be available in the Revaluation Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Contributions from General Fund	50,000		
Total Estimated Revenue		\$	50,000

**SECTION V:** The following amounts are hereby appropriated in the Enterprise Fund for the operation of the County Water and Sewer System for the fiscal beginning July 1, 2018 and ending June 30, 2019 in accordance with the chart of accounts heretofore established for Northampton County:

Operation Budget	2,162,090		
Debt Service	1,050,104		
Capital Purchases	-		
Total Appropriations		\$	3,212,194

**SECTION VI:** It is estimated the following revenues will be available in the Enterprise Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Farm Water	8,000		
Water & Sewer Sales	3,181,994		
Installation Fees	20,000		
Interest Income	2,200		
Total Estimated Water/Sewer Revenue		\$	3,212,194

**SECTION VII:** The following amounts are hereby appropriated in the Enterprise Fund. For the operation of the Solid Waste Program for the fiscal year beginning July 1, 2018 and ending June 30, 2019 in accordance with the chart of accounts heretofore established for Northampton County:

Operating Budget	2,343,436		
Total Appropriations		\$	2,343,436

**SECTION VIII:** It is estimated the following revenues will be available in the Solid Waste fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019 in accordance with the chart of accounts heretofore established for Northampton County:

White Goods Tax	-		
Scrap Tire Tax	28,000		
Solid Waste Availability Fees	2,202,432		
Tipping Fees	42,002		
Interest on Solid Waste Fees	50,000		
Grant Revenue	3,000		
Electronic Revenue	1,600		
Solid Waste Disposal Tax	11,000		
Scrap Metal	5,402		
Total Estimated Revenues		\$	2,343,436

**SECTION IX:** The following amounts are hereby appropriated in the Debt Service Fund for the payment of principal and interest on the outstanding debt of the County and the expenses relating thereto for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Principal/Interest on Bonds maturing And/or Loans	908,068		
Interest/Principal on USDA Loans(Non Water)	613,443		
Total Appropriations		\$	1,521,511

**SECTION X:** It is estimated that the following revenues will be available in the Debt Service fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Contribution from General Fund	1,301,511		
DSS Fed/State	220,000		
Total Estimated Revenue		\$	1,521,511

**SECTION XI.** The following amounts are hereby appropriated in the E-911 Fund for the operations of the County's E-911 program for the fiscal year beginning July 1, 2018 and ending June 30, 2019 in accordance with the chart of accounts heretofore established for Northampton County:

Operating Budget	389,481		
Reserve on Investment	-		
Total Appropriations		\$	389,481

**SECTION XII** It is estimated that the following revenues will be available in the E-911 Fund beginning July 1, 2018 and ending June 30, 2019:

E-911 Fund	228,207		
Fund Balance	161,274		
Total Estimated Revenues		\$	389,481

**SECTION XIII.** The following amounts are hereby appropriated in the Volunteer Rescue Squad fund for fiscal year beginning July 1, 2018 and ending June 30, 2019 for the following Rescue squads:

Gaston Rescue Squad	50,000		
Jackson Rescue Squad	-		
Eastside Rescue Squad	145,000		
Total Appropriations		\$	195,000

**SECTION XIV** It is estimated that the following revenues will be available in the Volunteer Rescue Squad fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Rescue Squad fees	195,000		
Total Estimated revenues		\$	195,000

**SECTION XV.** The following amounts are hereby appropriated in the Town ad valorem tax fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Town Ad Valorem Tax	717,300		
Total Appropriations		\$	717,300

**SECTION XVI.** It is estimated the following revenues will be available in the Town ad valorem fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Town Ad Valorem Tax	717,300	
Total Estimated revenues	\$	717,300

**SECTION XVII:** There is hereby levied a tax at the rate of ninety two hundredths (\$.92) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018, for the purpose of raising revenue included in "Ad valorem Taxes Current Year" in the General Fund in Section II of the Ordinance.

This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$2,031,460,869. The estimated collection rate is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XVIII:** There is hereby levied a tax rate of thirty one thousandths (\$.031) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$119,449,016 located within the **Fire Service District A supported by the Roanoke-Wildwood Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XIX:** There is hereby levied a tax rate of thirty one thousandths (\$.031) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$479,650,246 located within the Fire Service District supported by the **Roanoke-Wildwood Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XX** There is hereby levied a tax rate of five hundredths (\$.05) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$111,949,175 located within the Fire Service District supported by the **Rich Square Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XXI:** There is hereby levied a tax rate of seven five thousandths (\$.075) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$301,655,357 located within the Fire Service District supported by the **Gaston Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XXII:** There is hereby levied a tax rate of three hundred ninety-three ten thousandths (\$.0393) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$95,136,924 within the Fire Service District supported by the **Jackson Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XXIII:** There is hereby levied a tax rate of five hundred and nine ten thousandths (\$.0509) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$47,494,031 within the Fire Service District supported by the **Lasker Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XXIV:** There is hereby levied a tax rate of six hundredths (\$.06) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$152,349,794 within the Fire Service District supported by the **Garysburg Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION: XXVII.** There is hereby levied a tax rate of five hundred and seventy-five ten thousandths (\$.0575) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$132,586,385 within the Fire Service District supported by the **Seaboard Volunteer Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION: XXVIII.** There is hereby levied a tax rate of seven hundred and forty-two ten thousandths (\$.0742) per one hundred dollars (\$100) valuation of property listed as of January 1, 2018 for the purpose of raising revenue to provide fire service protection within a Fire Service District.

This rate of levy is based on the estimated total valuation of property for the purpose of taxation of \$82,106,719 within the Fire Service District supported by the **Woodland Fire Department**. The estimated rate of collection is 94.87%. The estimated rate of collection is based on current year collections.

**SECTION XXV:** The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He/she may transfer amounts between line item expenditures within a department without limitations and without a report being required. These changes should not result in increases in recurring obligations such as salaries.
- b. He/she may transfer amounts up to \$5,000 between departments including contingency appropriations, within the same fund. He/she must make an official report on such transfer at the next regular meeting of the Board of Commissioners.

c. He/she may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

**SECTION XXVI:** The Finance Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Board of County Commissioners. The Board must approve any advances that extend beyond 60 days. The Board must approve all advances that will be outstanding at the end of the fiscal year.

**SECTION XXVII:** All fixed assets costing \$5,000 or more will be capitalized in the accounts for General Fixed Assets.

**SECTION XXVIII:** A purchase order must be issued for the purchase of \$300 or more. The Department Head may approve purchases valued at \$299.99 or less. This authority may not be further delegated. Purchases divided into multiple purchases of \$299.99 are not authorized and will be viewed as intent to circumvent this ordinance.

**SECTION XXIX:** Travel reimbursement is \$.55 per mile for the year beginning July 1, 2018 and ending June 30, 2019.

**SECTION XXX:** Copies of the Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted the 18th day of June, 2018.

SEAL

ATTEST:

_____ Clerk to the Board	_____ Chairman, Board of Commissioners
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_____ Clerk to the Board	_____ Budget Officer
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_____ Clerk to the Board	_____ Finance Officer
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**County Rating from S & P Global:**

Ms. Leslie Edwards, Finance Officer, appeared before the Board to provide information about the Northampton County Rating from S & P Global. Ms. Edwards stated that the county currently has an A+ rating.

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



**Northampton County, North Carolina, General Obligation**

S&P Global Ratings affirmed its 'A+' rating on Northampton County, N.C.'s general obligation (GO) bonds. The outlook has been revised from Creditwatch Negative to stable after receiving timely and sufficient information, including the 2016 audit, to maintain the rating.

The bonds are general obligations of the county, secured by a pledge of the faith and credit and taxing power of the county.

The rating reflects our opinion of the following credit factors:

- Very weak economy, with significant population decline;
- Adequate management, with "standard" financial policies and practices under our Financial Management Assessment methodology;
- Strong budgetary performance, with slight operating surpluses in the general fund and at the total governmental fund level in fiscal 2016;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2016 of 30% of operating expenditures;
- Very strong liquidity, with total government available cash at 34.1% of total governmental fund expenditures and 5.9x governmental debt service, and access to external liquidity we consider strong;
- Strong debt and contingent liability position, with debt service carrying charges at 5.8% of expenditures and net direct debt that is 64.0% of total governmental fund revenue, as well as low overall net debt at less than 3% of market value; and
- Very strong institutional framework score.

**Very weak economy**

We consider Northampton County's economy very weak. The county has an estimated population of 20,305. The county has a projected per capita effective buying income of 61.3% of the national level and per capita market value of \$99,539. Overall, the county's market value grew by 1.0% over the past year to \$2.0 billion in 2018. Weakening Northampton County's economy is its demographic profile, which includes significant population decline of negative 7%. The county unemployment rate was 6.3% in 2017, which is trending above the state and nation.

The county is located 90 miles northeast of Raleigh and 90 miles southeast of Norfolk, Va. Primary industries include agriculture and manufacturing. The county's tax base is relatively diverse, with the top ten taxpayers making up 16.5% of assessed value. The county's assessed value has been relatively stable in recent years, management reports the typical growth rate is about 0.25% per year. Officials pointed to four economic development projects that are underway that are expected to create jobs and capital investment in the county, including a new natural gas pipeline, facility modernization for a lumber manufacturer, extension of a highway to improve interstate access, and a new agricultural plant.

**Adequate management**

We view the county's management as adequate, with "standard" financial policies and practices under our Financial Management Assessment methodology, indicating the finance department maintains adequate policies in some but not all key areas.

The county relies mainly on historical trends for its revenue and expenditure assumptions. The county conducts a formal midyear update of the budget, reports to the board and the auditor, and then makes modification as needed. The

county does not have long-term financial planning for operations, but it does prepare a five-year capital improvement plan. The plan does not identify funding sources or future borrowing needs, but is updated annually. The county follows state guidelines regarding debt and investment management policies. Investments are primarily kept with the North Carolina Capital Management Trust's Cash Portfolio and are reviewed annually. While not formally adopted, the county follows the state's reserve policy of maintaining a minimum fund balance equal to at least 8% of expenditures, and has an internal target of maintaining its fund balance equal to at least 25% of expenditures, which it is currently meeting.

#### **Strong budgetary performance**

Northampton County's budgetary performance is strong in our opinion. The county had slight operating surpluses of 0.9% of expenditures in the general fund and of 1.0% across all governmental funds in fiscal 2016.

After making adjustments for recurring transfers out of the general fund and for principal repayment associated with refunding bonds, the county experienced positive operating results in each of the last three fiscal years. In fiscal years 2014 and 2015, the county realized surpluses of \$2.8 million and \$2.6 million, or between 9.0% and 9.7% of general fund. This was followed by a surplus of \$305,000 or 1.0% of expenditures in fiscal 2016. The county also experienced positive operating results to varying extents across all governmental funds in each of the past three audited fiscal years.

While the county initially budgeted for deficit results in fiscal 2017, management estimates a general fund surplus of \$993,407 at fiscal year-end, which is attributable to conservative budgeting practices that lead to revenues and expenditures outperforming budget. Management also expects to end fiscal 2018 with a small surplus, absent any unforeseen expenses arising prior to year-end. Based on recent trends, conservative budget practices, and expectations for fiscal 2017 and 2018, we expect budgetary performance to remain strong over the outlook horizon.

#### **Very strong budgetary flexibility**

Northampton County's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2016 of 30% of operating expenditures, or \$9.6 million.

The county has consistently maintained very strong fund balance in each of the past three audited fiscal years. In fiscal 2014, available reserves were \$5.8 million or about 21% of general fund expenditures, which complied with the county's internal reserve policy at the time of 20% of expenditures. Since then, the available fund balance has increased to \$8.8 to \$9.6 million in fiscal 2015 and 2016, amounts equal to about 30% of general fund expenditures. Since our last review, the county increased their internal reserve policy to 25% of expenditures, which it has met and exceeded in each of the last two fiscal years. Management expects to end fiscal years 2017 and 2018 with small surpluses, and to grow reserves by those amounts. Given recent trends and expectations for the next two fiscal years, we expect budgetary flexibility to remain very strong throughout the two-year outlook period.

#### **Very strong liquidity**

In our opinion, Northampton County's liquidity is very strong, with total government available cash at 34.1% of total governmental fund expenditures and 5.9x governmental debt service in 2016. In our view, the county has strong access to external liquidity if necessary.

The county has demonstrated its access to external liquidity through its issuance of GO bonds over the past ten years. As of June 30, 2016, the county's investments were held in the North Carolina Capital Management Trust's Cash Portfolio.

We do not consider these investments to be aggressive. We do not believe the county has any contingent liability risks at this time, and therefore expect liquidity to remain very strong over the outlook period.

**Strong debt and contingent liability profile**

In our view, Northampton County's debt and contingent liability profile is strong. Total governmental fund debt service is 5.8% of total governmental fund expenditures, and net direct debt is 64.0% of total governmental fund revenue. Overall net debt is low at 1.1% of market value, which is in our view a positive credit factor.

Management reports plans to issue \$2.2 million of new debt within the next two years to renovate an existing building in order to create additional office space in a government-owned building and reduce the need to lease some office space elsewhere. We do not believe the issuance of this additional debt will adversely impact the county's debt profile, as it will likely be offset by a similar amount of existing debt retiring within the next two years.

Northampton County's combined required pension and actual other postemployment benefits (OPEB) contributions totaled 2.9% of total governmental fund expenditures in 2016. The county made 97% of its annual required pension contribution in 2016.

The county participates in the North Carolina Local Governmental Employees' Retirement System (LGERS), which is a cost-sharing multiple-employer defined benefit pension plan administered by the state. Membership is comprised of general employees and law enforcement officers (LEOs). The county consistently meets its actuarially determined contributions each year. For fiscal 2016, the county contributed \$780,212 for LGERS general employees and \$45,000 for LEO members, for a combined contribution of \$825,000 or 2.5% of total governmental fund expenditures. The plan's funded ratio was 94.2% in fiscal 2016.

The county also provides other post-employment benefits (OPEB) in the form of health insurance for retirees up until the time they are eligible for Medicare. The plan is funded on a pay-as-you-go basis, and the county's contribution in fiscal 2016 was \$157,000 or 0.5% of total governmental fund expenditures.

**Very strong institutional framework**

The institutional framework score for North Carolina counties is very strong.

**Outlook**

The stable outlook reflects our opinion that the county will maintain its very strong budgetary flexibility and strong budgetary performance. We do not expect to change the rating within the two-year outlook period.

**Upside scenario**

We could raise the rating if the county's economic metrics improve to levels we consider comparable with higher-rated peers, and the county formalizes additional management practices and policies.

**Downside scenario**

We could lower the rating if the county experiences financial pressures that result in structural budget imbalance and substantial declines in reserves.

**Motor Vehicle Refunds:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$1,687.82 on twenty-nine (29) appeals.

A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the release or refund of Ad Valorem taxes assessed in the amount of \$1,687.82 on twenty-nine (29) appeals.

**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

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals  
Motor Vehicle Refunds

DT: June 5, 2018

THIS IS A DECISION PAPER.

**PURPOSE:**

To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$1,687.82** on twenty-nine (29) appeals.

**FACTS:**

Attached hereto is a listing of property owners who have requested that I appeal to the Board of Commissioners on their behalf for a release or refund of tax to which they seek relief as provided in G.S. 105-381.

**DISCUSSION:**

G.S. 105-381 Provides that a taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property may appeal to the Board of Commissioners for relief of such tax. Such appeal must be presented within five years after the tax first became due or within six months after the payment of such tax, whichever is later.

The Board of Commissioners may, upon receiving a taxpayer's written statement of a valid defense, release or refund such tax if the valid defense is one of the following:

- (1) A tax imposed through clerical error
- (2) An illegal tax
- (3) A tax levied for an illegal purpose

**CONCLUSION:**

The Board of Commissioners have the authority to grant, release, or refund due to the above three reasons.

**RECOMMENDATION:**

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

Respectfully submitted,

CATHY B. ALLEN  
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE & DATE: \_\_\_\_\_

May-18				
AD VALOREM TAX APPEALS				
MOTOR VEHICLE REFUND ADJUSTMENTS				

**Present Use Application Approval-Group:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval of a group of late Present Use Applications submitted due to a transfer of property, when the application meets all requirements of G.S. 105-277.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to approve the late Present Use Application received on the list of parcels and property owners for 2018. **Question Called: All present voting yes. Motion carried.**

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

### POSITION PAPER

**TO:** Northampton County Board of Equalization and Review / Commissioners  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Present Use Application  
**DT:** June 05, 2018

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**PURPOSE:** To obtain the Board's approval of the attached list of late Present Use Applications submitted due to a transfer of property, when the application meets all requirements of General Statute 105-277.

**FACTS:** North Carolina General Statute 105-277.4 states "A new application is not required to be submitted unless the property is transferred" and "An application required due to transfer of the land may be submitted at any time during the calendar year but must be submitted within 60 days of the date of the property's transfer."

Based on a position paper approved by the Board of Commissioners on September 13, 2012, the Tax Assessor is allowed to submit a group of late applications who have met all requirements of G.S. 105-277 due to the transfer of property for approval when the following proof or documentation has been submitted to the Assessor.

Proof that the transfer is from a lineal individual to another lineal individual (Can only be lineal individuals. Does not apply to LLCs, businesses, or corporations) and they failed to do a timely application.

- (1) Taxpayer(s) has made an appeal for a late application.
- (2) Taxpayer(s) submitted a Present Use Application.
- (3) The application would have been approved if submitted in a timely matter.
- (4) The Tax Office has proof that the transfer is from one lineal individual to another lineal individual who failed to submit a timely application. (This does not apply to LLCs, businesses, or corporations).



The following list of property owners has met the above requirements.

PARCEL	ACCOUNT NUMBER	NAME
04-04456	UNKNOWN	BEST, WILLIE AMSTER
03-04378	129584	BURGESS, GURNEY O III & OTHERS
03-03279	129656	DAVIS, KELLY M & REBA B
03-03536	129656	DAVIS, KELLY M & REBA B
09-00202	129656	DAVIS, KELLY M & REBA B
09-00912	129656	DAVIS, KELLY M & REBA B
09-02189	129656	DAVIS, KELLY M & REBA B
13-01617	129656	DAVIS, KELLY M & REBA B
03-00821	129301	DAVIS, PEGGY L & GARNER, JANE L
03-00822	129301	DAVIS, PEGGY L & GARNER, JANE L
03-03461	129301	DAVIS, PEGGY L & GARNER, JANE L
03-01065	129618	JOYNER, MAJORIE & OTHERS
03-01435	129618	JOYNER, MAJORIE & OTHERS
03-02266	129458	TAYLOR, GEORGIA BOONE
03-02270	129458	TAYLOR, GEORGIA BOONE
03-03402	129458	TAYLOR, GEORGIA BOONE
01-01738	126492	PORCH, DRUSILLA S
03-03073	UNKNOWN	VINSON, WILLIAM K & OTHERS
03-04821	UNKNOWN	VINSON, WILLIAM K & OTHERS
03-04822	UNKNOWN	VINSON, WILLIAM K & OTHERS

**DISCUSSION:** The appellant(s) have met the four requirements listed in this paper.

**CONCLUSION:** Only the Board of Equalization and Review / Commissioners has the authority to approve a Present Use Application that is not timely submitted.

**RECOMMENDATION:** The Board of Equalization and Review/Commissioners approves the late Present Use Applications received on the above list of parcels and property owners for 2018.

ACTION BY THE BOARD:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

SIGNATURE & DATE \_\_\_\_\_

Mr. Avery L Davis, Chief Appraiser  
Northampton County Tax Department  
Post Office Box 637, 104 Thomas Bragg Drive  
Jackson, North Carolina 27845

Dear Mr. Davis,

I am requesting a late application for present use value for the property now in my name.

The following heirs are listed:

Arthur Lee Best

Shirley Best

Cynthia Ann Best

Brenda Annette Yarborough

~~Arthur L. Best~~

Jennifer Mae Tabrom

Johnnie Tabrom

Willie Pearl Best

Thank you for this consideration.

Yours truly,

*Willie A. Best*  
Willie A. Best

Date 3/16/18

To whom it may concern,

I would like to make a late application for Present Use Value on parcel(s) 03-04378.

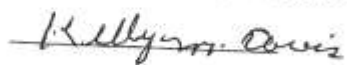
Thank you,

Signature:

David Henry Jones 3/15/18

March 15, 2018

I would like to appeal for late application for Present Use Value on parcels 03-03279, 03-03536, 09-00202, 09-00912, 09-02189, and 13-01617.



Signature

3/21/18

I would like to appeal  
late land present use  
Please.

Peggy L. Davis

John Jenkins

P.O. Box 175

Ph. 919-810-3030

Wilson's Mills, N.C. 27593

TO : Mr. Avery Davis

RE : Present Use Application

I would like to appeal for a late application. Your help in this matter would be greatly appreciated.

Thank you

John Jenkins

Date 3/21/18

To whom it may concern,

I would like to make a late application for Present Use Value on parcel(s) 03-02266, 03-02270 and 03-03402.

Thank you,

Signature:

Georgia B. Taylor

0000

I want to appeal for late application  
for present use value.

Dusilla S. Rich



I William Kelly Vinson would like to make an appeal.  
There are 3 owners of this property, each living several  
hours away making it difficult to get any paper work  
completed in a timely manner. We apologize for the incon-  
venience

V. Kelly Vinson

Mr Davis the Farmer James Vinson Jr 252-587-9251 has  
been sent a copy of this form to complete & return to  
your office,

**Public Hearing-Special Use Permit-Grounds and Facilities for Open Air Games and Sporting Events:**

*Chairman Carter recessed the regular session to go into a Public Hearing.*

*Chairman Carter asked Mr. William Flynn, Planning and Zoning Director, if all requirements for a public hearing have been met.*

Mr. Flynn replied, "Yes Sir".

*Chairman Carter asked Mr. William Flynn, Planning and Zoning Director, to present his evidence for Special Used Permit.*

Mr. William Flynn, Planning and Zoning Director, stated that the purpose of this public hearing is to receive and consider public input regarding a Special Use Request that, if granted, will allow the applicant to re-open the carting track in Margarettsville, NC.

*Chairman Carter asked the applicant if they had any question for Mr. William Flynn, Planning and Zoning Director.*

None was heard.

*Chairman Carter asked the County Attorney, Mr. Scott McKellar, if he had any questions for Mr. William Flynn, Planning and Zoning Director.*

Attorney McKellar asked Mr. Flynn if he could address the seven conditions that this Board has to consider individually from a county staff position.

Mr. Flynn addressed each of the conditions individually as instructed by Attorney McKellar.

*Chairman Carter asked the Commissioners if they had any questions for Mr. William Flynn, Planning and Zoning Director.*

None was heard.

*Chairman Carter asked the applicant to come forward.*

Mr. Paul Fisher, Owner, appeared before the Board and just asked the Board to reconsider the special use permit because before closing this was a successful operating business.

*Chairman Carter asked the Commissioners if they had any questions for Mr. Fisher.*

None was heard.

*Chairman Carter called for Public Comments.*

None was heard.

*Chairman Carter closed the Public Hearing to enter into regular session.*

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the special use permit after considering the seven (7) factors that was presented. **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, Code Enforcement Director  
DATE: June 18, 2018  
SUBJECT: Special Use Request - Grounds and facilities for open-air games and sporting events

**PURPOSE:**

The purpose of this public hearing is to receive and consider public input on a Special Use request that, if granted, will allow the re-opening of the carting track in Margarettsville, NC

**FACTS:**

1. The property is located at 151 Race Track Lane in Margarettsville, NC.
2. The parcel number is 09-03416
3. The parcel is zoned Agricultural-Residential (AR)
4. The parcel is 20.3 acres in size and has several structures on it.
5. The property was operated for years as a competitive carting track.
6. Carting tracks best fit under the heading of "Grounds and facilities for open-air games and sporting events" in the Northampton County Zoning Ordinance. This type of activity is not a permitted use by right in an AR zoning district but it is permissible as a Special Use.
7. The cart track was operating as a pre-existing, non-conforming use of land up until the time it closed for business and remained closed for a period of 180 consecutive days. After 180 consecutive days had passed, it lost its pre-existing, non-conforming, or "grandfather" status and is no longer allowed to operate without the Special Use Permit.

**DISCUSSION:**

In order to issue a Special Use Permit, the Board shall consider each of the following conditions, and based on the evidence presented the hearings(s) make findings in regards to each and must find that the issuance of the Special Use Permit is in the best interest of the County.

1. All application specific conditions pertaining to the proposed use have been or will be satisfied.

Staff: There are no current specific conditions pertaining to the proposed use.

2. Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency.

Staff: The driveway entrance/exit measures approximately 30' wide at the road connection and tapers down to a travel way width of approximately 18' wide. Staff is not aware of any past issues with traffic flow problems. Large trucks with long trailers have historically entered and exited this site without any problems.

3. Off-street parking, loading, refuse and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties in the general neighborhood.

Staff: Off street parking, loading and refuse areas are located away from the viewing area for the races. There are natural vegetative buffers surrounding most of the property with the exception of the western boundary line. The property is bound on the west by Tower Road.

4. Utilities, schools, fire, law enforcement, and other necessary public and private facilities and services will be adequate to handle the proposed use.

Staff: The proposed use of the property is the same as the previous use. There is no anticipation of needing additional law enforcement or fire/rescue that is above and beyond what it typically required in the County on a day to day basis.

5. The location and arrangement of the use on the site, screening, buffering, landscaping, and other features harmonize with adjoining properties and the general area and minimize adverse impact.

Staff: The property has natural vegetative buffers on all sides with the exception of the western boundary of the property that abuts Tower Road.

6. The type, size, and intensity of the proposed use, including such consideration as the hours, of operation and number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood.

Staff: If approved, the cart track will produce some noise. The operation of the track will be mostly on weekends and will be seasonal. It is possible that large numbers of people would travel to the site to compete and observe.

7. The Board may continue the hearing until a certain date and time. If the board of Commissioners approves a Special Use Permit, it may, as part of the terms of such approval, impose any additional reasonable conditions and safeguards as may be necessary to insure that the criteria for the granting of such a permit will be complied with and to reduce or minimize any potentially injurious effect of the use on adjoining

properties, the character of the neighborhood, or the health, safety, morals, or general welfare of the community. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provision be made for recreational space and facilities.

**CONCLUSION:**

The property is being petitioned for a Special Use Permit to operate a cart track under the provisions of the zoning ordinance listed as grounds and facilities for open-air games and sporting events. The property is zoned Agricultural Residential (AR) and was previously used as a cart track. The cart track operated as a pre-existing, non-conforming use until operations ceased for 180 consecutive days. It was at this point that it lost its grandfather status and cannot re-open for business without a Special Use Permit. Staff has commented on six (6) of the seven (7) requirements that must be considered before granting a special use permit. This Board must consider all the items listed in the discussion section of this paper and give them adequate weight when making the decision whether to grant or deny the Special Use Application.



**Public Hearing- Home and Community Care Block Grant:**

*Chairman Carter recessed Regular Session to enter into a Public Hearing.*

Mrs. Joslyn Reagor, Office on Aging Director, appeared before the Board to obtain approval of the Home and Community Care Block Grant allocations and services for FY 2018-2019.

*Chairman Carter called for Board comments.*

None were heard.

*Chairman Carter called for public comments.*

None were heard.

*Chairman Carter closed the Public Hearing to enter back into the Regular Session.*

A motion was made by Fannie Greene and seconded by Chester Deloatch that the Board of Commissioners approve the Home and Community Care Block Grant allocations and the local match for county agencies as identified in attachment number 1. **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: Office on Aging  
Date: June 18, 2018  
Reference: Home and Community Care Block Grant Allocations for FY 2018-2019

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**Purpose:** To obtain the Board's approval of the Home and Community Care Block Grant allocations and services for FY 2018-2019.

**Facts:**

- 1) Each year Northampton County is allocated monies through the Home and Community Care Block Grant for services for eligible senior adults.
- 2) The Office on Aging was appointed Lead Agency by the County Board of Commissioners in 1995 and an Advisory Board on Aging was also formed to serve as the Block Grant Committee.
- 3) It is the responsibility of the Office on Aging Financial Advisory Board to recommend which services to fund and how much is to be allocated to each service. (see Attachment 1)
- 4) The Financial Advisory committee has reviewed the sealed proposals.
- 5) The preliminary schedule of federal and state funding for fiscal year 2018-2019 for Northampton County is \$279,367.

**Discussion:**

The Financial Advisory Board met on May 24, 2018 to review sealed proposals and to receive block grant providers' presentations. Providers and allocations were voted on by the Office on Aging Advisory Committee. The J. W. Faison Senior Center, Lake Gaston Retirement Village Foundation, Inc. and Department of Social Services, are responsible for their own 10% match and the county Match the Health Department.

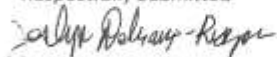
**Conclusion:**

Approval of this funding will allow senior adults in Northampton County to continue to receive services as listed on Attachment 1.

**Recommendation:**

That the Board of Commissioners approves the Home and Community Care Block Grant allocations and local match for county agencies as identified in Attachment 1.

Respectfully Submitted



Joslyn Debraux-Reagor  
Northampton County Office on Aging

Attachment 1

HCCBG Allocation FY 2018-2019

<b>Health Department</b>	
Home Delivered Meals	69,672
<b><u>Lake Gaston RVF, INC.</u></b>	
Medical Trans	
Home Improvement	4,272
	4,272
<b><u>J. W. Faison Senior Center</u></b>	
Senior Operations	44,045
Congregate	20,411
Medical Trans.	7,250
General Trans.	12,634
	84,340
<b><u>DSS</u></b>	
In Home Level I	28,483
In Home Level II	82,450
Adult Care	3,531
Adult Day Health	6,619
	121,083
<b><u>TOTAL</u></b>	<b><u>279,367</u></b>

Coordination:

Kimberly Turner, County Manager

Concur Kimberly Turner 4/15/12

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

Non-Concur \_\_\_\_\_

Leslie Edwards, County Finance Director

Concur Leslie A. Edwards

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

Non-Concur \_\_\_\_\_

**Citizens/Board Comments:**

***Chairman Carter called for Citizens Comments.***

Mr. Jerry McDaniel, citizen, made a comment in reference to coal ash and he also presented a jar of coal ash.

***Chairman Carter called for Board Comments.***

Commissioner Tyner thanked everyone for attending the meeting. He made comments in reference to making the county better, budget, fund balance appropriation, and economic development.

Vice-Chairperson Greene invited everyone to the Annual July 4 Celebration/County Day.

Commissioner Deloatch thanked everyone for attending.

Commissioner Faulkner made comments in reference to moving the county forward with a change, investment, economic development, budget, and revenue. She also stated that if anyone has ideas about economic development for Northampton County to please share with the Commissioners. She also thanked everyone for attending tonight.

Chairman Carter thanked everyone for coming. He also thanked the Board and citizens for their comments.

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

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

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

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Komita Hendricks, Clerk to the Board  
"r.m. 06-18-18"