

**NORTHAMPTON COUNTY  
REGULAR SESSION  
October 15, 2018**

Be It Remembered that the Board of Commissioners of Northampton County met on October 15, 2018 with the following present: Robert Carter, Fannie Greene, Chester Deloatch, Charles Tyner and Geneva Faulkner.

Others Present: Kimberly Turner, Scott McKellar, Nathan Pearce, and Komita Hendricks.

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

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

**Geneva Faulkner entered the meeting.**

**Chester Deloatch entered the meeting.**

A motion was made by Geneva Faulkner and seconded by Charles Tyner to adjourn the closed session. **Question Called:** *All present voting yes.* **Motion carried.**

**Agenda Work Session:**

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner reported that Tab #11 will be presented by her and that Tab #13 Item #1 will receive no action today. 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 October 1, 2018:**

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the Regular Session Minutes for October 1, 2018. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Closed Session Minutes for October 1, 2018:**

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the Closed Session Minutes for October 1, 2018. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Special Called Meeting Minutes for October 8, 2018:**

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the Special Called Meeting Minutes for October 8, 2018. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Closed Session Minutes for October 8, 2018:**

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the Closed Session Minutes for October 8, 2018. **Question Called:** *All present voting yes.* **Motion carried.**

**Approval of Agenda for October 15, 2018:**

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the agenda for October 15, 2018 with the stated changes. **Question Called:** *All present voting yes.* **Motion carried.**

**Public Hearing- Rural Operating Assistance Program (ROAP):**

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

Mrs. Joslyn Debraux-Reagor, Office on Aging Director, stated that the purpose of the public hearing is to receive and hear public comments in reference to the ROAP Grant Application for Fiscal Year 2018-2019. Mrs. Reagor stated that the total amount of the grant was \$123,385.00.

Mrs. Reagor noted that no local match is required from the county for the funds.

*Chairman Carter called for Commissioners comments.*

None were heard.

*Chairman Carter called for public comments.*

None were heard.

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

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve Northampton County Rural Operating Assistance Program (ROAP) Grant Application for Fiscal Year 2018-2019. **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

**FROM:** Office on Aging

**DATE:** October 15, 2018

**REFERENCE:** Rural Operating Assistance Program Application

---

**PURPOSE:**

To obtain the Board's approval of the Northampton County Rural Operating Assistance Program (ROAP) Grant Application FY 2018-2019.

**FACTS:**

1. The Rural Operating Assistance Program (ROAP) consolidates the Elderly and Disabled Transportation Assistance Program, Rural General Public Transportation Program and Work Transitional-Employment Program into one application
2. Northampton County has been allocated \$58,961.00 for Elderly and Disabled Transportation Program, \$7,323.00 for the Employment program and \$57,101.00 for Rural General Public Transportation through the North Carolina Department of Transportation. This years' amount is 505.00 less than last year's.
3. No local match is required for Northampton County.
4. Choanoke Public Transportation Authority (CPTA) has applied for the Rural General Public funds and Aging has applied for the Work First Transitional-Employment funding.
5. It is the responsibility of the Northampton County Office on Aging Financial Advisory Board to recommend allocations and Service Providers for the elderly and Disabled Transportation funding. (Attachment 1).

**Discussion:**

The Elderly and Disabled Transportation Assistance Program provide transportation to seniors and disabled residents. The Employment program provides operating assistance for general public employment transportation needs. The Rural General Public Program provides

transportation services to individuals who are not human services agency clients. The Office on Aging Financial Advisory Board has prioritized transportation needs as medical, multipurpose, nutrition, education, employment and social, recreational for the elderly and Disabled Transportation Assistance Program.

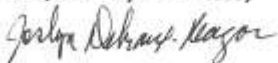
**Conclusion:**

Approval of the Rural Operating Assistance Program (ROAP) applicants and recommended allocations will allow Northampton County to submit the grant application and thereby, continuing transportation services.

**Recommendation:**

That the Board of County Commissioners approve the Rural Operating Assistance Program Application and recommended allocations as identified in Attachment 1.

**Respectively submitted,**



**Joslyn Debraux-Reagor, Director**

Coordination:

Kimberly Turner, County Manager

Concur: Kimberly Turner

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

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

Leslie Edwards, County Finance Director

Concur: Leslie Edwards

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

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

Joslyn Debraux-Reagor, Office on Aging Director

Concur: Joslyn Debraux-Reagor

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

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

**Attachment 1  
ROAP FY 2018-2019**

**Elderly and Disabled Transportation Assistance Program**

<b>Provider</b>	<b>Funding</b>
J. W. Faison Senior Center	\$38,961.00
Roanoke Valley Adult Day	<u>20,000.00</u>
	\$58,961.00

**Employment transportation program**

<b>Provider</b>	<b>Funding</b>
Aging	\$ 7,323.00

**Rural General Public Transportation Program**

<b>Provider</b>	<b>Funding</b>
CPTA	\$57,101.00
Total Allocated amount.....	\$ 123,385.00

**Rural Operating Assistance Program (ROAP) Application MOU:**

Mrs. Joslyn Reagor, Office on Aging Director, appeared before the Board to obtain approval of the Memorandum of Understanding with Choanoke Public Transportation Authority for FY 2018-2019.

A motion was made by Charles Tyner and seconded by Fannie Greene that the Board approves the Memorandum of Understanding with Choanoke Public Transportation Authority. **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  
**FROM:** Office on Aging  
**DATE:** October 15, 2018

**REFERENCE:** Rural Operating Assistance Program Application MOU

---

**PURPOSE:**

To obtain the Board's approval of the Choanoke Public Transportation Authority Memorandum of Understanding FY 2018-2019.

**FACTS:**

1. The Director of transportation has the Memorandum of Understanding in place to be able to transfer money if needed from one county to the other; in the event Northampton County go over or need to provide services when the providers run out of allocated money for services provided.

**Discussion:**

The Elderly and Disabled Transportation Assistance Program provide transportation to seniors and disabled residents. The Employment program provides operating assistance for general public employment transportation needs. The Rural General Public Program provides transportation services to individuals who are not human services agency clients. The Office on Aging Financial Advisory Board has prioritized transportation needs as medical, multipurpose, nutrition, education, employment and social, recreational for the elderly and Disabled Transportation Assistance Program.

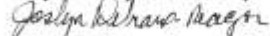
**Conclusion:**

Approval of the Rural Operating Assistance Program (ROAP) Memorandum of Understanding and recommended the Board's approval.

**Recommendation:**

That the Board of County Commissioners approves the Memorandum of Understanding with Choanoke Public Transportation Authority.

Respectively submitted,



Joslyn Debraux-Reagor, Director



Coordination:

Kimberly Turner, County Manager

Concur: Kimberly L. Turner

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

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

Leslie Edwards, County Finance Director

Concur: Leslie H. Edwards

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

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

Joslyn Debraux-Reagor, Office on Aging Director

Concur: Joslyn Debraux-Reagor

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

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

Memorandum of Understanding  
Choanoke Public Transportation Authority  
Rural General Public Funds

**In accordance with the North Carolina Department of Transportation Rural Operating Assistance Program (ROAP) State Management Plan, Choanoke Public Transportation Authority (CPTA) is eligible for an additional flexibility to be able to transfer funds between Counties being a Regional Transit System.**

**When General Funds are depleted in one of the following counties (Bertie, Halifax, Hertford and Northampton), Choanoke Public Transportation Authority will have the need to transfer funds from one County to another due to the transportation service demands.**

\_\_\_\_\_  
County Manager

Date \_\_\_\_\_

\_\_\_\_\_  
County Finance

Date \_\_\_\_\_

\_\_\_\_\_  
CPTA Transportation Director

Date \_\_\_\_\_

**Van Lease for Nurse-Family Partnership Travel:**

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval to lease a 2019 Honda Odyssey van for Nurse-Family Partnership travel from Honda of Roanoke Rapids.

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the lease from Honda of Roanoke Rapids for Nurse-Family Partnership after further research has been done to inquire about leasing from Northampton County. *Yes (Fannie Greene, Charles Tyner, Chester Deloatch) No (Geneva Faulkner). Motion carried.*

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



## NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



### DECISION PAPER

**TO:** Northampton County Board of County Commissioners  
**FROM:** Northampton County Health Department  
**MEETING DATE:** October 15, 2018  
**RE:** Van Lease for Nurse-Family Partnership Travel

#### PURPOSE:

The purpose of this decision paper is to request approval from the Board of Commissioners for Northampton County Health Department to lease a 2019 Honda Odyssey van for Nurse-Family Partnership (NFP) travel from Honda of Roanoke Rapids.

#### FACTS:

1. Northampton County leased a 2015 Honda Odyssey van for Nurse-Family Partnership travel from Honda of Roanoke Rapids in September 2015.
2. Vehicle lease agreements cannot be renewed on the same vehicle; therefore, a new agreement will need to be issued.
3. State restrictions for the NFP program will only allow the lease of a vehicle, not a purchase.
4. The van is used for out of county group travel to save on travel expense.
5. Three quotes were obtained from different vendors for vehicles that would allow all Nurse-Family Partnership employees to travel comfortably in the same vehicle:

<u>Vendor</u>	<u>Vehicle</u>	<u>3 Year Lease Price</u>
Honda of Roanoke Rapids	2019 Honda Odyssey	\$14,042.39
White Motors of Roanoke Rapids	2018 Chrysler Pacifica	\$18,979.50
Bone's Toyota, Inc.	2018 Toyota Sienna	\$19,717.64

6. No local funding will be used to lease this vehicle. Total cost will be incurred by the Nurse-Family Partnership Program.
7. The van is used to deliver supplies, client support materials and equipment to the NFP sites within the 5 counties that the Northeastern Collaborative of NFP serves.
8. The Honda Odyssey includes the following safety features: Bluetooth hands free phone system, Hands free and phone free GPS navigation, Review monitor and camera, 5-star safety ratings, Blind spot information system, Traction Control System, Anti-lock Brake System
9. Electronic copies of the vehicle quotes were emailed to county attorney Mr. Scott McKellar, to go through the contract process, on September 4, 2018.
10. The lease renewal was presented to and adopted by the Board of Health at their July 10, 2018 meeting.
11. The current lease for the 2015 Honda Odyssey expires September 30, 2018.

**DISCUSSION:**

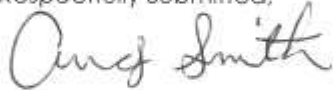
In September 2015, Northampton County entered into a lease agreement with Honda of Roanoke Rapids for a 2015 Honda Odyssey van for the Nurse-Family Partnership Program. The current lease expires on September 30, 2018. Lease agreements cannot be renewed on the same vehicle. State restrictions will not allow the purchase of a vehicle for the NFP program. Lease agreements, however, are allowed. The Nurse-Family Partnership Program has 11 locations across the state of North Carolina and our NFP staff serves clients in Northampton, Hertford, Halifax, Nash and Edgecombe counties. The staff are required to attend meetings and trainings at the different locations throughout the year. The van allows all NFP staff to travel together and eliminates the travel expense for the use of personal vehicles. The NFP program will absorb the total cost of the lease agreement. No local funding is needed.

**RECOMMENDATIONS:**

The Northampton County Health Department recommends that the Commissioners approve a 3-year lease agreement for a 2019 Honda Odyssey van from Honda of Roanoke Rapids to be used for travel by the Nurse-Family Partnership Program.

---

Respectfully Submitted,



Andy Smith  
Health Director

**COORDINATION:**

County Manager:

Concur Kimberly E. Dean  
Concur with Comment 10/2/18  
Non-concur \_\_\_\_\_

Finance Director:

Concur Bessie H. Edwards  
Concur with Comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

26270

## Honda Leadership Leasing®

## CLOSED-END VEHICLE LEASE AGREEMENT

Lease Date: 09/25/2018

 DEAL 18822  
 CUST: 121797  
 STOCK HN9826

 HONDA  
 Financial  
 Services

LESSEE(S) (Print Name & Address)		VEHICLE GARAGING ADDRESS (if different)		LESSOR (Dealer)	
Name of Lessee: <b>NORTHAMPTON COUNTY</b> Street Address:  City: State: Zip: Name of Co-Lessee: <b>N/A</b>		Name of Lessor: <b>N/A</b> Street Address: <b>N/A</b> City: <b>N/A</b> State: <b>N/A</b> Zip: <b>N/A</b> Drive Phone Number: <b>N/A</b>		Name of Lessor: <b>HONDA OF ROANOKE RAPIDS</b> Street Address: <b>403 PREMIER BLVD</b> City: <b>ROANOKE RAPIDS</b> State: <b>NC</b> Zip: <b>27870</b> Dealer Number: <b>71305</b>	

By signing this Lease, Lessee and each Co-Lessee (collectively, "I", "my", "me") individually and together agree to lease the Vehicle, described below, according to the terms on all pages of this Lease and Lessee and each Co-Lessee are jointly and severally liable for all obligations under this Lease. I accept delivery of the Vehicle and acknowledge that it is in good operating order and has the odometer reading recorded below. "Lessor" refers to the Lessor (Dealer) named above and Assignee. Assignee is Honda Lease Trust, the assignee for all Honda and Acura leases. American Honda Finance Corporation ("AHFC") serves as the administrator of the Lease on behalf of Honda Lease Trust. American Honda Finance Corporation is doing business as Honda Financial Services ("HFS").

LEASE TERM: 1 MONTHS

VEHICLE DESCRIPTION					
NEW	2019	HONDA	ODY88EV	5FNRL6H7XKB025219	5
Year/Model	Year	Make & Model	Body Style	Vehicle Identification Number	Odometer Reading

TRADE-IN VEHICLE AND ITS ALLOWANCE					
Year	N/A	Make	N/A	Model	N/A
Gross Amount of Trade-In Allowance	\$ 21000.00				
Prior Contract or Lease Balance	\$ 16363.05				
**Net Trade-In Allowance	\$ 1636.35 (if less than zero, enter zero)				

Primary use of Vehicle is for Personal, Family, or Household purposes unless the following box is checked: ☐ Business, Commercial, Agricultural, or Lessee is an organization or governmental entity.

FEDERAL CONSUMER LEASING ACT DISCLOSURES			
1. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized Below):	2. MONTHLY PAYMENTS My first Monthly Payment of \$ 12406.04 is due on 09/25/2018, followed by N/A payments of \$ 12406.04 due on the 25th of each month. The total of my Monthly Payments is \$ 12406.04	3. OTHER CHARGES (not part of my Monthly Payment) Turn-in Fee (if I do not purchase the Vehicle) \$ 350.00 N/A \$ N/A Total \$ 350.00	4. TOTAL OF PAYMENTS (The amount I will have paid by the end of the Lease.) \$ 14392.39

5. ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY:	
A. AMOUNT DUE AT LEASE SIGNING OR DELIVERY:	B. HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID
(1) Capitalized Cost Reduction (Amount Paid in Cash) \$ N/A	(1) Credit for Net Trade-In Allowance** \$ 1636.35
Sales/Use Tax on Amount Paid in Cash N/A	(2) Manufacturer Contribution N/A
(2) Capitalized Cost Reduction (Credit for Net Trade-In Allowance) 1636.35	(3) Dealer Contribution 12406.04
Sales/Use Tax on Credit for Net Trade-In Allowance N/A	(4) Amount to be Paid in Cash N/A
(3) Advance Monthly Payment (1st Month) 12406.04	(5) N/A N/A
(4) Refundable Security Deposit N/A	(6) N/A N/A
(5) Initial Title Fees N/A	(7) N/A N/A
(6) Initial Registration Fees N/A	(8) N/A N/A
(7) Other: N/A	(9) N/A N/A
(8) Other: N/A	
(9) Other: N/A	
(10) TOTAL \$ 14042.39	(10) TOTAL \$ 14042.39

6. MY MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:	
A. GROSS CAPITALIZED COST: The agreed upon value of the Vehicle (\$ 37185.00) and any items I pay for over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) \$ 37892.50	F. RENT CHARGE: The amount charged in addition to the depreciation and any amortized amounts. + 161.85
B. CAPITALIZED COST REDUCTION: The amount of any net trade-in allowance, rebate, noncash credit, or cash I pay that reduces the gross capitalized cost - 1636.35	G. TOTAL OF BASE PAYMENT(S): The depreciation and any amortized amounts plus the rent charge = 12044.70
C. ADJUSTED CAPITALIZED COST: The amount used in calculating my base monthly payment = 36256.15	H. LEASE PAYMENTS: The number of payments required during the term of my Lease. + 1
D. RESIDUAL VALUE: The value of the Vehicle at the scheduled end of the Lease Term used in calculating my base monthly payment - 24363.00	I. BASE MONTHLY PAYMENT: = 12044.70
E. DEPRECIATION AND ANY AMORTIZED AMOUNTS: The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term. = 11663.15	J. MONTHLY SALES/USE TAX: + 361.34
	K. OTHER: N/A + N/A
	L. OTHER: N/A + N/A
	M. TOTAL MONTHLY PAYMENT ("MONTHLY PAYMENT") = \$ 12406.04

EARLY TERMINATION. I may have to pay a substantial charge if I end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier I end the Lease, the greater this charge is likely to be.

7. EXCESSIVE WEAR AND USE. I may be charged for excessive wear based on Lessor's standards for normal use and for mileage in excess of 12000 miles per year at the rate of 20 cents per mile.
8. PURCHASE OPTION AT END OF LEASE TERM. I have an option to purchase the at the end of the Lease Term for \$ 24363.00, plus any required taxes and fees.
9. OTHER IMPORTANT TERMS. Review this Lease for additional information on early termination, purchase options, maintenance responsibilities, warranties, title and default charges, insurance, and any security interests, if applicable.

HFS LS AOS 08/15

HONDA FINANCIAL SERVICES

60689\*1\*HRR

Lessee's Initials: / Co-Lessee's Initials: N/A

Page 1 of 8

500/2002

HONDA FINANCIAL SERVICES 12/21/2018 8:05/52/60

10. ITEMIZATION OF GROSS CAPITALIZED COST (See Section 5A)					
A. Agreed upon Value of Vehicle	\$	37189.00	H. Optional Vehicle Service Contract	\$	N/A
B. Sales/Uplift/Other Tax	\$		I. N/A	\$	N/A
C. License, Title, and Registration Fees	\$	107.80	J. N/A	\$	N/A
D. Outstanding Prior Credit or Lease Balance	\$	N/A	K. N/A	\$	N/A
E. Dealer Documentation/Preparation/Service Fee	\$	599.00	L. N/A	\$	N/A
F. Acquisition Fee	\$	N/A			
G. Optional Maintenance Contract	\$	N/A	M. Total = Gross Capitalized Cost	\$	37892.50

#### 11. WARRANTIES

If the Vehicle is new, the Vehicle is covered by the manufacturer's standard new car warranty. If the Vehicle is not new, there is no express warranty on the Vehicle unless indicated below.

☐ Used vehicle limited warranty provided by the manufacturer. ☐ Remainder of standard new vehicle limited warranty provided by the manufacturer.

☐ Other:

LESSOR LEASES THE VEHICLE TO ME "AS IS", EXCEPT AS PROVIDED IN THIS LEASE (AND UNLESS PROHIBITED BY LAW), LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE VEHICLE'S (OR ANY OF ITS PARTS OR ACCESSORIES) CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND LESSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER. If this Lease is entered into in Kansas, Maine, Massachusetts, Mississippi, Vermont (if the Vehicle is new) or West Virginia, Lessor does not disclaim any implied warranty of merchantability or fitness for any particular purpose.

#### 12. OPTIONAL SERVICE CONTRACT, INSURANCE AND OTHER PRODUCTS

I do not have to purchase any of the optional products or services listed below to enter into this Lease, and they are not a factor in Lessor's credit decision. If I have indicated so below, it means I want to purchase the products and/or services for the price(s) listed below. If I have decided to purchase any of the products and/or services, I acknowledge that I have read the separate contract or notice which describes its terms and conditions. Coverage may be subject to approval by the provider. If the price of any products and/or services I bought is not part of the Itemization of Gross Capitalized Cost, I will pay for them upon Lease signing or delivery. Lessor may receive a portion of the price of any optional products and/or services I buy.

Optional Maintenance Contract	N/A	\$	N/A	N/A	1 / N/A	N/A / N/A
			Provider		Term	Lease (100%)
Optional Vehicle Service Contract	N/A	\$	N/A	N/A	N/A	N/A / N/A
			Provider		Term	Lease (100%)
Other	N/A	\$	N/A	N/A	N/A	N/A / N/A
	Product Description		Provider		Term	Lease (100%)
Other	N/A	\$	N/A	N/A	N/A	N/A / N/A
	Product Description		Provider		Term	Lease (100%)
Other	N/A	\$	N/A	N/A	N/A	N/A / N/A
	Product Description		Provider		Term	Lease (100%)
Other	N/A	\$	N/A	N/A	N/A	N/A / N/A
	Product Description		Provider		Term	Lease (100%)

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.

#### 13. ESTIMATED FEES AND TAXES DURING LEASE TERM

I agree to pay when due or reimburse Lessor for all title/license/registration/official fees and taxes over the term of my Lease (including any extensions), whether paid at Lease signing, included in my Monthly Payments or billed otherwise by Lessor or my taxing jurisdiction, including personal property taxes. Lessor estimates this amount to be: \$ 2042.93. The actual total of fees and taxes may be higher, or lower, depending upon whether the garaging address of the Vehicle changes, and on the tax rates in effect, or the value of the Vehicle at the time a fee or tax is assessed. Some taxes and fees may come due after the Lease terminates. I agree to pay any such amounts within 10 days of being invoiced or otherwise when indicated by the taxing authority. I will be responsible for any fines or penalties if I fail to pay the bill when due.

#### 14. VEHICLE INSURANCE (See Section 24 for Additional Requirements)

I affirm that the following insurance coverage is in force as of the Lease Date. I must instruct my insurance agent to add as an additional loss payee and as an additional insured, and send the Insurance Policy, Endorsement, or Certificate to Honda Lease Trust c/o POP Services, P.O. Box 650201, Hunt Valley, Maryland 21065-0201.

Insurance Provider	Policy Number
Agent's Name	Agent's Address
City	State
Zip	Agent's Phone Number

#### 15. ARBITRATION

The parties agree that any unresolved disputes shall be submitted to arbitration in accordance with the Arbitration clause (Section 53). By initialing this Section, I am confirming that I have read this Section and the Arbitration clause, including the method of opting out of arbitration.

Lessee's Initials \_\_\_\_\_ / Co-Lessee's Initials N/A \_\_\_\_\_

(Continued on Page 3)



**16. NOTICES**

**FOR PURPOSES OF THE NOTICES BELOW "YOU" REFERS TO LESSEE**

If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER.

**WARNING** - Unless a charge is included in this Lease for public liability or property damage insurance, none is provided by Lessor.

**NOTICE TO MICHIGAN LESSEES:** The early termination payoff balance of the Vehicle as determined by Lessor may be different than the actual cash value of the Vehicle as determined by the insurer of the Vehicle. Except to the extent the GAP Waiver in Section 28 applies, Lessee is responsible for the amount by which the Adjusted Lease Balance defined in Section 28 exceeds the proceeds from the insurer of the Vehicle. By initialing this box, you represent that you have read and understand this notice. Lessee's Initials N/A ✓ Co-Lessee's Initials N/A ✓

**THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.**

**YOU AGREE THAT ASSIGNEE AND AHFC MAY OBTAIN YOUR CREDIT REPORT, CREDIT SCORE OR OTHER CONSUMER REPORT FOR USE IN CONNECTION WITH COLLECTION OF AMOUNTS OWED UNDER THIS LEASE, ENFORCEMENT OF THIS LEASE, AND MARKETING SOLICITATIONS FOR RETAIL INSTALLMENT FINANCING OR LEASE PROGRAMS AFTER LEASE DATE.**

**THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US.** No agreements exist between you and Lessor except as set forth in this Lease. The agreement between the parties may only be modified by a writing signed by you and Lessor, except that the Lease may be extended by agreement over the phone or an agreement formed through other electronic means of communication for a period of no more than six months. No course of performance will modify the agreement between the parties or constitute a waiver of any right under this Lease. Lessee's Initials N/A ✓ Co-Lessee's Initials N/A ✓

**NOTICE: (1) BY SIGNING BELOW, YOU AGREE TO ALL THE PROVISIONS OF THIS LEASE. (2) YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE LEASE. (3) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETELY FILLED-IN COPY OF THIS LEASE AND OF ANY OTHER AGREEMENTS, POLICIES OR CERTIFICATES THAT YOU SIGNED.**

**NOTICE TO CONSUMER:** 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time in accordance with the terms set forth in the lease agreement.

**17. SIGNATURES**

**A. INDIVIDUAL LESSEE SIGNATURE(S)**

<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>	<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>
Lessee Signature	Name	Co-Lessee Signature	Name
<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>	<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>
Co-Lessee Signature	Name	Co-Lessee Signature	Name

**B. BUSINESS LESSEE SIGNATURE**

☒ NORTHAMPTON COUNTY

Lessee Signature \_\_\_\_\_ Business Name \_\_\_\_\_ Signor's Name \_\_\_\_\_ Title \_\_\_\_\_

**C. LESSOR SIGNATURE AND ASSIGNMENT**

The authorized signature of the Lessor below has the effect of: (a) accepting the terms and conditions of this Lease, (b) acknowledging verification of the Lessee's insurance coverage required by this Lease; and (c) assigning to Honda Lease Trust, or its successors and assigns all of its right, use and interest in and to this Lease, the proceeds of this Lease and the Vehicle, according to the terms and conditions of the Lease Plan Agreement between Honda Lease Trust and the Lessor.

☒ HONDA OF ROANOKE RAPIDS

Authorized Signature \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

**18. CO-SIGNER SIGNATURE**

**GUARANTY:** I/We jointly and severally guaranty payment of all amounts owed under this Lease. This means that if the Lessee(s) fails to pay any money owed, I/We will pay it. Upon default under the Lease, Lessor may proceed immediately against me/us for payment, without first proceeding against the Lessee(s). Any other guarantor, or any security, I/We also will be liable for all fees, including attorneys' fees, that the Lessor incurs in enforcing the Lease or this guaranty. My/Our guaranty of payment is unconditional, and will not be affected by any settlement, extension, renewal or amendment of the Lease, or the release of any person or security. I/We waive all notices of every kind and nature and also waive all rights to demand and presentment.

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Co-Signer/Guarantor Signature	Print Name	Co-Signer/Guarantor Signature	Print Name

SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS

## PAYMENTS

**19. PAYMENT SCHEDULE:** I agree to make payments to Lessor according to the schedule shown on page 1. The first Monthly Payment is due on the Lease Date. The second Monthly Payment must be due on or between the 1st and 28th of the month. If the total Monthly Payment includes sales or use tax, this payment amount may vary in the event of any tax increase or decrease. I will not change or stop any Lease payments for any reason, even if the Vehicle is stolen, destroyed, seized by a governmental authority or experiences mechanical problems.

**20. LATE CHARGE/RETURNED CHECK CHARGE:** Unless prohibited by law, I will pay a late charge of the lesser of \$25 or 8% of the unpaid portion of any Monthly Payment that is not received within 10 days after it is due, except if the Dealer is located in Colorado, Iowa or Maine. If the Dealer is located in Colorado, I will pay a late charge of \$16 of any Monthly Payment that is not received within 10 days after it is due. If the Dealer is located in Iowa or Mississippi, I will not owe late charges. If the Dealer is located in Maine, I will pay a late charge of the lesser of \$10 or 6% of the unpaid portion of any Monthly Payment that is not received within 15 days after it is due. **Returned Check Charge:** I will also pay a \$20 charge for any check or deposit instrument returned for any reason, unless prohibited by law.

**21. SECURITY DEPOSIT:** A refundable security deposit may be part of the payment I make when I sign this Lease. At Lease termination, whether early or as scheduled, Lessor will deduct from the security deposit any amounts I owe under this Lease and do not pay. If I fully perform my obligations under this Lease, upon termination any portion of the security deposit not credited will be refunded to me. In the event Lessor has not been paid for personal property taxes for the Vehicle for the year (or part thereof) in which the Lease terminates, I authorize Lessor to retain a portion of the security deposit allocated to cover any personal property tax allocation for such year and apply it to the tax when due. Unless prohibited by applicable law, no interest, increase or profits will accrue or be paid to me on the security deposit.

## VEHICLE MAINTENANCE AND USE

**24. VEHICLE INSURANCE:** I will pay for and maintain during the Lease term, and until the Vehicle is returned to Lessor, insurance on the Vehicle which has the state required minimum for: (a) Public Liability Insurance for bodily injuries and property damage; and (b) Physical Damage Insurance covering loss or damage to the Vehicle, with deductibles of no more than \$1,000 for collision and upward less and \$1,000 for comprehensive fire and theft loss. The Policy of Public Liability Insurance must show Assigned as loss payee. I may choose to get the required coverage myself or through any person. The policies must be written by an insurance company acceptable to Lessor. I agree to provide written proof of insurance to Lessor upon request, and authorize Lessor, and its agents, to contact my insurance agent and insurance company to verify coverage as required by the Lease. I further authorize Lessor to endorse my name(s) on any check or draft from my insurance company for any claim and agree that any such payments shall be delivered directly to Lessor. Lessor may change the amounts of required insurance. I acknowledge that the limits required under this Lease may not be sufficient for my needs, and will rely on my insurance agent. If I fail to meet those insurance requirements, the Lessor may obtain insurance on my behalf at my expense. If the Vehicle is damaged, the Lessor will decide if it is repairable and if it should be repaired. If the Vehicle is repaired, the Lessor will apply to the costs of repair any insurance proceeds I receive for its loss or damage. I must pay for any loss or damage that is not paid by insurance proceeds. I must also keep making any payments as they come due during the Lease even if the Vehicle is damaged or unusable for a period of time.

**25. VEHICLE MAINTENANCE AND OPERATING COSTS:** I will maintain the Vehicle in good working order and condition and have all necessary repairs made, using genuine manufacturer's replacement parts. I will pay all expenses for Vehicle use and operation, including maintenance,

**22. OTHER CHARGES/TOTAL OF PAYMENTS:** I understand that Section 2 of the Lease ("Other Charges") and Section 5 of the Lease ("Total of Payments") do not reflect amounts collected on behalf of third parties (such as property taxes, fines, or fees) or charges imposed if I fail to abide by or modify the terms of this Lease. I am also responsible for these amounts and will refer to all other terms and conditions of the Lease for a description of all charges due. In addition, unless prohibited by law, the Lessor or a third-party may charge me for additional services provided outside the ordinary terms of the Lease. Before performing the additional services, the Lessor or third-party will tell me about the charges verbally or in writing, including by text message, email, or other electronic means. The additional services will not be performed unless I agree to pay the additional charges disclosed. As an example, additional charges may apply to special handling of payments made by telephone, via Internet, or other electronic payment systems. Unless prohibited by law, all or any portion of the additional charges may be waived by the Lessor or by third parties or agents involved in the payment processing or additional services.

**23. PAYOFF AGREEMENT:** Lessor agrees to pay the payoff amount owed on my instant vehicle, if any. This amount is the Prior Contract or Lease Balance disclosed in the box on the first page entitled, "Trade-In Vehicle and Its Allowance." To determine this amount, the Lessor is relying on information from me, the credit beneficiary, and/or lessor of my trade-in vehicle. If the actual payoff amount is more than the disclosed Prior Contract or Lease Balance, I agree to immediately pay the remaining amount owed to the contract beneficiary or lessor of my trade-in vehicle or to immediately repay you if the Lessor repays it. If the actual payoff amount is less than the amount disclosed and the Lessor receives a refund of the difference, the Lessor will refund it to me or submit it from the amount I owe under the Lease, at the Lessor's option, unless otherwise required by law.

repair, fuel, tires and other expenses. At my expense, I will have the Vehicle serviced in accordance with the manufacturer's minimum recommendations and as requested by the manufacturer in connection with any recall campaign, have the service validated, and be able to provide proof of such service. As work performed by Lessor may impact the Vehicle at any reasonable time.

**26. USE:** I will notify my insurance company and AFS immediately of any damage to or loss of the Vehicle, and will cooperate following any such incident. I will not:

- (a) allow unauthorized drivers to operate the Vehicle;
- (b) use or allow the Vehicle to be used illegally, improperly, or to transport goods or people for pay;
- (c) use the Vehicle in a way that causes cancellation or suspension of insurance or causes the manufacturer's warranty to become void;
- (d) use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
- (e) remove the Vehicle from the 48 contiguous United States without Lessor's written consent (unless the Vehicle was originally titled in Alaska or Hawaii);
- (f) change make or initial equipment in the Vehicle without Lessor's written consent;
- (g) use the Vehicle in any form of auto racing, or high performance driving event or school, or related activities; or
- (h) use the Vehicle in any off-road activity, unless the Vehicle is a sport utility vehicle.

**27. REGISTRATION:** I will register the Vehicle, as required in the state where the Vehicle is garaged and pay for all license, title and registration costs. If I move or change the Vehicle's garaging address, I will notify HFS immediately and pay for all renewing taxes and title, registration or other fees.

## ENDING MY LEASE

**28. PURCHASE OPTION PRIOR TO THE END OF LEASE TERM:** I have the option to purchase the Vehicle at any time (unless a governmental agency has seized the Vehicle and instructed Lessor not to release the Vehicle to me). This purchase option may be exercised only by the Lessee. If I purchase the Vehicle prior to the end of the Lease Term, the purchase price will be the Adjusted Lease Balance (defined below), plus (a) any payments or other charges due and unpaid under this Lease (except Excess Mileage and Excessive Wear and Use charges) and (b) any taxes or fees required by law in connection with the purchase. The "Adjusted Lease Balance" is the unamortized portion of the Adjusted Capitalized Cost, determined on an Actualized basis, where earnings are accrued on the first day of every period. "Actualized basis" means the method of allocating Base Monthly Payments between: (i) the reduction of the Adjusted Capitalized Cost to the Residual Value over the Lease Term; and (ii) Rent Charges. Under this method, a Base Monthly Payment is applied first to the accumulated Rent Charges and any remainder is subtracted from, or any deficiency is added to, the balance of the Adjusted Capitalized Cost. I will register and title the Vehicle in my name at the time I purchase it. If I fail to do so, Lessor may cancel this negotiation.

**29. NOTICE:** If I exercise the Purchase Option under this Lease, I acknowledge that HFS, on behalf of Assigned, does hereby transfer, sell over and assign all of its rights (but not its obligations) in and to the Vehicle to Honda Finance Exchange, Inc. pursuant to the Sub-Servicing and Master Exchange Agreement between HFS and Honda Finance Exchange, Inc. Notice is hereby given that all of the rights (but not the obligations) to sell the Vehicle have been assigned to Honda Finance Exchange, Inc. pursuant to such Master Exchange Agreement.

**30. EARLY TERMINATION LIABILITY:** If I am not in default, I may terminate this Lease early. If I decide to terminate this Lease early, upon return of the Vehicle to Lessor, I will owe to Lessor:

- (a) any monthly payments already due and unpaid and any other amounts owed arising from my failure to keep promises under the Lease; plus
- (b) any official fees and taxes imposed in connection with the termination; plus
- (c) the Early Termination Charge, which is the amount, if any, by which the free Adjusted Lease Balance (determined as described in Section 28 above) exceeds the Realized Value of the Vehicle (determined as described in Section 31 below); plus
- (d) the Turn-In Fee, as described in Section 2 above.

Lessor may terminate this Lease at any time if the Lessee is in default, in which case, in addition to the foregoing amounts, I also agree to pay Lessor's costs of repossession, storing and transporting the Vehicle as well as Lessor's costs of collection, including court costs and reasonable attorney's fees, to the extent permitted by law and provided that if this Lease is governed by Iowa, Maine or Ohio law, attorney's fees will not be owed.

**31. DETERMINATION OF REALIZED VALUE OF THE VEHICLE:** If the Vehicle is lost, stolen or destroyed, the Vehicle will be a "Total Loss" and the Realized Value will be the actual proceeds Lessor receives from my insurer or any other party in payment for the loss. If no proceeds are received, the Realized Value will be zero. In all other situations, the Realized Value of the Vehicle upon early termination will be determined in one of the following ways: (a) by written agreement between Lessor and me, provided it is signed within 10 days (or as required by law) after I return the Vehicle to Lessor; (b) by a professional appraisal of the wholesale value of the Vehicle, if I choose to obtain one at my sole expense within 10 business days (or as required by law) after returning the Vehicle to Lessor. Lessee may select an independent third party appraiser who is acceptable to Lessor to make the appraisal; the appraised value will then be the Realized Value; or (c) if the Realized Value is not determined by (a) or (b) above within 10 days (or

as required by law) after I return the Vehicle to Lessor, Lessor will proceed to sell the Vehicle at wholesale in a commercially reasonable manner. If the law requires a specific method or process, the Lessor will follow it as required.

**32. SCHEDULED END OF LEASE LIABILITY:** I agree that if I do not purchase the Vehicle at the end of the Lease, my payment liability at that time will be the sum of:

- (a) any Monthly Payments already due and unpaid and any other amounts arising from my failure to keep promises under this Lease; plus
- (b) any Excessive Wear and Use amounts, defined below; plus
- (c) any Excess Mileage charges; plus
- (d) any official fees and taxes imposed in connection with Lease termination; plus
- (e) the Turn-In Fee, as described in Section 2 above.

**33. EXCESSIVE WEAR AND USE/EXCESS MILEAGE:** If I do not purchase the Vehicle at the end of my scheduled Lease term, and subject to the limited waiver below, I will reimburse Lessor for the amount it would cost Lessor to repair excessive wear and use to the Vehicle, whether or not Lessor makes repairs. "Excessive Wear and Use" includes, but is not limited to:

- (a) any mechanical defect or failure;
- (b) broken or missing parts or accessories (including missing keys or remote entry devices);
- (c) damaged body, fenders, bumpers, metal work, lights or trim, or damaged or broken glass;
- (d) paint which is chipped;
- (e) interior rips, stains, burns, or excessively worn areas;
- (f) missing or unsafe wheels or tires (including spars, tires with less than 1/8th inch of tread remaining at the shallowest point);
- (g) damage or any other condition that makes the Vehicle unsafe or unlawful to operate; or
- (h) safety and emission control equipment not in proper working order.

I also agree to pay for Excess Mileage as stated in Section 7.

**34. LIMITED EXCESSIVE WEAR AND USE WAIVER:** Lessor agrees to waive Excessive Wear and Use charges up to \$500, at the end of the scheduled termination date. I am in compliance with all the terms and conditions of the Lease including, without limitation, payment obligations and insurance requirements. I remain responsible for any damage and for Excessive Wear and Use charges that are in excess of the \$500 waiver. The waiver does not apply to Excess Mileage charges.

**35. RETURN OF THE VEHICLE:** Whether the Lease is terminated early or as scheduled, I agree to return the Vehicle to the Dealer's address as shown on this Lease or to any address HFS specifies. I am aware that if I am not in default, Lessor may agree to extend this Lease for a period of no more than six months by agreement over the telephone or an agreement formed through other electronic means of communication. I agree to contact Lessor for additional details. Otherwise, if I keep possession of the Vehicle past the Lease Term, I agree to continue Monthly Payments, but I understand that continued payment does not permit me to keep the Vehicle. I agree to pay for any damages that Lessor may suffer because I failed to return the Vehicle at Lease termination.

**36. ODOMETER DISCLOSURE STATEMENT:** On termination of this Lease (or upon election to purchase the Vehicle), I agree to provide a signed written disclosure to Lessor of the correct odometer mileage on the Vehicle, as required by federal law, and understand that the failure to do so may result in fines and/or imprisonment. I agree to pay Lessor for any loss, claims, damage, costs and expenses (including legal expenses) which result from my failure to promptly provide Lessor with a correct written odometer disclosure statement.

6098811HRR-FI

09/25/2018 01:01 pm

HFS LS AOS 09/18

HONDA FINANCIAL SERVICES

Lessee's Initials: \_\_\_\_\_ / Co-Lessee's Initials: N/A

Page 4 of 6

010/9002

HFS 09/25/2018 01:01 PM

# DEFAULT OR LOSS OF THE VEHICLE

**37. DEFAULT:** Unless otherwise prohibited by applicable law, I will be in default if:

- (a) I fail to make any payment when due under this Lease and any required period before a default may occur has elapsed;
- (b) a bankruptcy petition is filed by or against me;
- (c) a proceeding in reorganization is filed by or against me or my property, or I make an assignment for the benefit of creditors;
- (d) I fail to comply with the insurance requirements of this Lease;
- (e) I do not repair or maintain the Vehicle as the Lease requires;
- (f) the Vehicle is lost, stolen, destroyed or determined by Lessor to be unavailable for use ("Total Loss");
- (g) I fail to answer traffic summons or pay any traffic tickets or other fines when due;
- (h) the Vehicle becomes subject to a lien; (i) the Vehicle is seized or confiscated for any reason by a law enforcement agency;
- (j) I break any of my other agreements in the Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle; or
- (k) I die.

In Iowa, Kansas, and Utah the events described in (b) through (k) will only be considered a default if the event has materially impaired the condition, value or production of the Vehicle and Lessor's rights in the Vehicle or the event has materially impaired the Lessee's prospect to pay amounts due under the Lease.

**Remedies:** In the event of default, Lessor may do any or all of the following:

- (a) take any reasonable measures designed either to correct the default or to save Lessor from loss, in which case I will pay Lessor upon Lessor's request for the costs and expenses incurred;
- (b) terminate the Lease and my right to possess and use the Vehicle;
- (c) take possession of the Vehicle by any method or manner permitted by law;
- (d) commence my termination liability on an early termination basis which I agree to pay immediately;

- (e) apply my security deposit to any amounts I owe, and
- (f) pursue any other remedy permitted by law. All of Lessor's rights are cumulative and the taking of any action will not prevent the taking of any other action. I also agree to pay Lessor for all collection and legal costs, including all reasonable attorneys' fees and court costs Lessor incurs, to the extent permitted by law.

**38. TOTAL LOSS:** If the Vehicle is lost, stolen, destroyed or determined by Lessor to be unavailable for use, the Vehicle is a Total Loss and I am in default and I will owe the Early Termination Liability set forth in Section 30, less the Turn-In Fee.

**39. GAP WAIVER:** If I promptly report a Total Loss and I have maintained the required insurance coverage and Lessor receives all insurance proceeds, Lessor will waive the Early Termination Charge described in Section 30(a) (the "GAP Waiver"), unless an exclusion applies. If the GAP Waiver applies, I will only owe Lessor for the Early Termination Charge described in Sections 30(a) and 30(c), for any insurance deductible and for any amount deducted from the insurance settlement, for other, prior damage, excessive wear, excessive use or excessive mileage. Ancillary products will be canceled directly with the provider and any refunds received will be applied to my outstanding balance prior to applying the GAP Waiver. **Exclusions:** The GAP Waiver does not apply if:

- (a) The Vehicle has been seized or confiscated for any reason by a law enforcement agency;
- (b) I failed to file a police report after a Vehicle theft;
- (c) The Total Loss occurred while the Vehicle was outside the United States;
- (d) The Total Loss was caused by my wrongful act or omission, or gross negligence;
- (e) A Default, other than a payment default, has occurred and I am in Default;
- (f) I fail to provide information or documents requested by the Lessor in connection with the Total Loss, such as insurance information.

## ADDITIONAL INFORMATION

**40. OWNERSHIP:** This is a lease agreement. Lessor owns the Vehicle. I agree that this Lease is a true lease for tax and other purposes and that Lessor will receive the benefits of ownership. Lessor has not given me any information or advice regarding any possible tax consequences or benefits under this Lease.

**41. REIMBURSEMENT AGREEMENT:** I understand and agree that I am responsible for promptly paying any fines incurred on the Vehicle, such as traffic or parking tickets, and that this liability is joint and several if this Lease is signed by more than one Lessee. I authorize Lessor to provide any information about me requested or required by a state parking or traffic authority in connection with any such parking or traffic ticket. If Lessor pays any repair bills, storage bills, taxes, fines, tickets or other charges on the Vehicle, I agree to repay the amount to Lessor immediately upon demand. If I do not pay, I will reimburse HFS and pay a \$20 administrative fee, unless prohibited by law, for every such fine, ticket, penalty, or other charge paid on my behalf.

**42. LESSEE'S REPRESENTATIONS:** I promise that I have given true and correct information in the application for credit, and have no knowledge that would make that information untrue in the future. Lessor has relied on the truth and accuracy of that information in entering into this Lease. I promise that I have given a true payoff amount on any Vehicle trades in and I will compensate Lessor to the extent the payoff amount is inaccurate.

**43. NOTICES/NO WAIVER:** I agree to notify Lessor within 30 days of any change in my address. Unless I notify Lessor in writing of any change in my address, any notices Lessor sends me are sufficient if sent to my address as shown on this Lease. Lessor's waiver or excuse of a Default is not a waiver or excuse of any future default and any delay in exercising any remedies under this Lease is not a waiver of Lessor's right to exercise those remedies. I waive all right to demand, prior notice of demand, notice of acceleration and notice of intent to accelerate. Lessor can waive or delay the enforcement of its rights as to any person signing this Lease without affecting its rights as to any other person signing this Lease. I also agree that Lessor can release any signer from his or her obligations without releasing any other signer from their obligations.

**44. SECURITY INTEREST:** I authorize HFS, on my behalf, to sell or release any claim under the insurance related to Lessor's ownership of the Vehicle, to receive and endorse any checks or drafts representing premium rebates and/or proceeds of such insurance, and to apply such amounts to my obligations under this Lease. HFS may make and receive claims for all proceeds paid or payable under any service contract purchased under this Lease for application to my obligations under this Lease. In the event I am in default under this Lease, HFS may cancel any service contracts and receive any funds paid or payable as a rebate, refund, return or otherwise.

**45. COMMUNICATION WITH LESSOR:** Calls to or from Lessor, Assignee and AHFC are monitored and recorded. I consent to receive emails, pre-recorded messages and/or automated calls (including live messages) relating to this Lease, the Vehicle, my account, lease and options, and promises. These communications may be made by Lessor, Assignee, AHFC or their agents or assignees, even if my phone number is registered on any state or federal Do Not Call list. I may incur a charge for calls by my telephone carrier. Lessor, Assignee or AHFC may obtain and contact email addresses and phone numbers provided by me directly or obtained through other lawful means. I agree to provide notice within 30 days of any change to my email address or phone numbers by writing to HFS at Honda Financial Services, P.O. Box 165007, Irving, TX 75016. My consent to this provision is not required to execute this Lease.

**46. ASSIGNMENT:** I agree not to transfer, sublease, rent, or assign this Lease, the Vehicle, or my right to use the Vehicle. This Lease will be assigned to the Assignee identified on page 1. HFS will administer this Lease. I agree to make all payments and perform all other obligations under the Lease to HFS. I acknowledge that HFS (not Assignee, if different)

will not have to make any repairs, maintain the Vehicle or perform any of Dealer's duties under this Lease. HFS has the power to act on behalf of Assignee to administer, enforce and defend this Lease.

**47. LIMITED POWER OF ATTORNEY:** I irrevocably appoint Lessor or my attorney-in-fact to (a) settle all insurance claims related to the Vehicle (b) endorse my name on all checks I receive for loss or damage to the Vehicle, and (c) execute my name on all title, registration and other documents related to the Vehicle, such as a state Department of Motor Vehicles application for certificate of title or lien notation. This power of attorney is irrevocable and coupled with an interest.

**48. CREDIT REPORTING:** I authorize HFS and its affiliates, at any time, to re-investigate any information provided on my credit application and to verify my current credit standing and, in the course of doing so, request and receive credit bureau reports. If I default under this Lease, I authorize HFS and its affiliates to make any credit inquiry HFS and its affiliates deem appropriate, and understand that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency. I authorize HFS and its affiliates and others to exchange credit, account, and financial information about me at any time, except to the extent I have instructed Lessor otherwise and only to the extent permitted by applicable law.

**49. MODIFICATIONS/GOVERNING LAW:** This Lease sets forth all of the agreements between Lessor and Lessee for the lease of the Vehicle, and no modification of this Lease shall be valid unless it is made in writing and signed by Lessor and Lessee. Notwithstanding the foregoing provision and unless otherwise prohibited by law, a continuation, verbally agreed to or agreed to through electronic means of communication by Lessor and Lessee, of a Lease Term not to exceed six months beyond the originally scheduled end of Lease Term shall be valid. If any provision of this Lease is unenforceable or invalid, that provision shall be severed from the remainder of the Lease and the validity and enforceability of the remaining provisions shall not be affected or impaired. This Lease is to be governed by the laws of the state in which the Dealer is located as of the date of execution of this Lease.

**50. LIMITATION OF LIABILITY:** I agree that Lessor is not responsible for indirect or consequential damages such as loss of profits and personal injury which are caused by any Vehicle defect, Vehicle damage or related to the time elapsed during which I do not have use of the Vehicle because it is being repaired or serviced.

**51. CLASS ACTION WAIVER, I HEREBY WAIVE ANY RIGHT I MAY HAVE TO PARTICIPATE IN A CLASS ACTION, BRING A CLASS ACTION, OR PROCEED ON A CLASS BASIS.**

## 52. ADDITIONAL STATE LAW NOTICES.

**A. NOTICE TO COLORADO LESSEES IN EVENT OF TOLL VIOLATIONS:** Pursuant to the requirements of Colorado law, I will be liable for payment of all toll evasion violation civil penalties incurred on or after the date I take possession of the Vehicle. The Lessor will provide my name, address and state driver's license number to the proper authorities when a toll evasion violation civil penalty is incurred during the term of this Lease.

**B. NOTICE TO MISSISSIPPI LESSEES: A DOCUMENTARY/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.**

This instrument has been pre-audited in the manner as

CS 159-28 (a) Leslie A. Edwards  
Finance Officer

(Continued on Page 6)

60989\*1\*HRR-FI

09/25/2016 01:01 pm

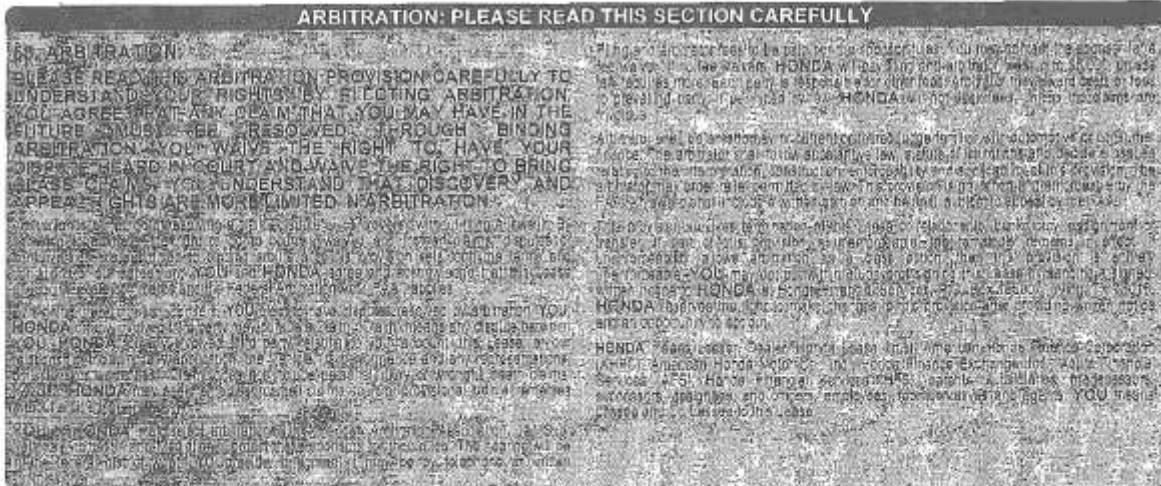
HFS LS AOS 08/16 HONDA FINANCIAL SERVICES

Lessee's Initials: \_\_\_\_\_ / Co-Lessee's Initials: N/A

Page 5 of 6

500/P000

NR 8P000H 80780A 74800H KYA 22:21 HNS 8102/52/60



0000011HRR-FI

09/25/2018 01:01 pm

HFS LS AOS 08/16 HONDA FINANCIAL SERVICES

Lessee's Initials: \_\_\_\_\_ / Co-Lessee's Initials: N/A

Page 6 of 8

010/8002

09/25/2018 TUE 12:24 FAX Hubert Westar RX

09/25/2018

09/25/2018 TUE 12:23 FAX Hubert Vester Honda SR

**H of Roanoke Rapids**  
 400 Premier Blvd., Roanoke Rapids, NC 27870  
 (252) 537-3300

SOLD TO **NORTHAMPTON COUNTY**  
 (H) (B)  
 ADDRESS

YEAR	MAKE	MODEL	TYPE	VEHICLE IDENTIFICATION NO.
2019	HONDA	ODYSSEY	NEW	5FNRLGH7XX8025219
Color	WHITE			
<p>I agree to provide free and clear title to trade in.</p> <p>Mileage: 5</p> <p>Accepted by: _____</p>				
NAME OF FINANCE COMPANY				
HONDA LEASE TRUST				

DATE	121797	PRICE	37186.00
ACCT. #		VEHICLE DEAL NO.	
ROADWAY USE TAX - RETAIL		ROADWAY USE TAX - LEASE	
LICENSE & TITLE FEE		TOTAL CASH PRICE	37274.00
FINANCING		TOTAL 5-11 INSURANCE	N/A
		ROAD HAZARD MAINTENANCE	N/A
		GAP	N/A
		DOCUMENT FEE	193.00
			N/A
			N/A
			N/A
		ELEC FILING FEE	14.00
			N/A
			N/A
		TOTAL TIME PRICE	14042.39
		CASH ON DELIVERY	1800.00
		FRONT	N/A
			N/A
		PAY GET BILL	1938.00
		OWNING FINANCE CO. FEE	1938.00
		PAYMENTS/MONTH	21000.00
		MONTHS	1
		DOLLARS	12406.04
		PER MONTH	12406.04
		TOTAL	14042.39

Any warranties on the item/items sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.



NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR	
VENDOR # 17573		Honda of Roanoke Rapids	
CONTRACT # 2019 - 4		Address 401 Premier Blvd Roanoke Rapids, NC 27870	
New Contract Yes		Contact Shawn Robinson, Representative	
Renewal		2 Originals 0 Copies	
Cost or Material Changes None		Amount \$ 14,042.39	
Original Contract sent to Contract Administrator		Date originally approved by the Board of Commissioners 9/6/2015	
Originating Department/Individual: Andy Smith, Health Director		Item or Service: Vehicle Lease	
Department Involved: Health Department		Type of Contract: Lease Agreement	
Line Item Budgeted: 115143-543202		Period of Coverage: 9/30/2018 - 9/29/2021	
<b>GRANTS</b>			
Board approval for Application		Approved	Set
Board approval for Acceptance		Approved	Set
COUNTY ATTORNEY		Date Received: 9/14/2018	Date Approved: 9/25/2018
Approved as to Form: YES		Approved as to Legal Sufficiency: YES	
Revisions Necessary? YES		Board Action Necessary? YES	
Date Revisions were made? 9/25, PAYMENT		Signature: [Signature]	
FINANCE [Signature]		Date Received: 9/26/18	Date Audited: 9/26/18
Non encumbered contract Yes No			
ASSISTANT COUNTY MANAGER		Date Received	Date Approved:
COUNTY MANAGER KED		Date Received 9/27/18	Date Approved: 9/27/18
BOARD OF COMMISSIONERS		CLERK TO THE BOARD	
Date approved by Board		Date Received	Date Attested:
<b>CONTRACT ADMINISTRATOR</b>			
Attorney	Finance	Asst City Mgr	City Mgr
Outside Agency Signatures:	Date Sent:	Date received:	
Copies Delivered to Appropriate Departments:		ORIGINATING	FINANCE
Original to Outside Agency: (Departments to deliver)		Date	
File County Original / Add to Database:		Date	
<b>NOTES:</b> 2015 Honda Odyssey was leased September 2015. Can not renew a lease on the same vehicle.			
____ copies sent to originating department with instruction to obtain signatures and return. Executed original to Legal			
____ copies sent to originating departments with note to forward to vendor			
<b>PROBLEMS:</b>			
Corrective Action:			
		Date:	
		Initial:	

**DDI Medical Technology Group, LLC:**

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of a contract with DDI Medical Technology Group, LLC for the purpose of managing software developed with applications for patient disease and case management.

A motion was made by Charles Tyner and seconded by Geneva Faulkner to approve the proposed contract for DDI Medical Technology Group, LLC for case management software license. **Question Called:** *All present voting yes.* **Motion carried.**

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



## NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



### DECISION PAPER

**TO:** Northampton County Board of County Commissioners  
**FROM:** Northampton County Health Department  
**MEETING DATE:** 10/15/18  
**RE:** DDI Medical Technology Group, LLC

---

#### **PURPOSE:**

The purpose of this decision paper is to request the Board of Commissioners' approval of a contract between DDI Medical Technology Group, LLC and Northampton County Health Department's Home Health Agency for the purpose of managing software developed with applications for patient disease and case management.

#### **FACTS:**

1. DDI Medical Technology Group, LLC is a software company that focuses on delivering superior products and professional consulting services in the areas of finance, healthcare, environment and government DDI Medical Technology Group, LLC.
2. DDI Medical Technology Group, LLC was originally approved by the board in June of 2014.
3. Through ongoing home visits, Health Department Nurse Family Partnership Program provides low income, first-time mothers care and support needed to have a healthy pregnancy and is in need of a software system to assist them in meeting their patients' needs.
4. The State Agreement Addendum requires the NFP program to participate in data collection.
5. DDI Medical Technology Group, LLC offers a software system with applications to help these nurses achieve the required data collection for their case management
6. The cost of the agreement has a license fee DDI Medical Technology Group, LLC of \$7295 annually with automatic renewal until terminated. Right after we implemented DDI, they doubled their license fee to better serve their customers and sustain the program for NFP.
7. Costs for this software program will be paid by Nurse Family Partnership State funding.
8. The lease renewal was presented to and adopted by the Board of Health at their July 10, 2018 meeting.
9. Electronic copies of the vehicle quotes were emailed to county attorney Mr. Scott McKellar, to go through the contract process, on April 23, 2018.

PHONE: (252) 534-5841

PHONE: (252) 534-1291 (Home Health)

FAX (252) 534-1207 Adm.

MAIN FAX: (252) 534-1045



**DISCUSSION:**

The Health Department's Nurse Family Partnership program (a collaboration which serves citizens in Edgecombe, Halifax, Hertford, Nash and Northampton Counties) provides ongoing home visits to low income, first-time mothers that includes care and support needed to have a healthy pregnancy. As a condition of the State Agreement Addendum, the program is required to maintain resource and referral systems that are kept current and made accessible to the team of nurse home visitors. They must also participate in data collection for federally mandated MIECHV (Maternal, Infant, and Early Childhood Home Visiting) program benchmarks by collecting and reviewing data using appropriate software. DDI Medical Technology Group, LLC has developed certain proprietary software with applications to meet the needs of the program's case management services. During the term of the agreement, DDI Medical Technology Group shall provide installation support, training, help desk support, error corrections, consulting and customization of existing assessment and encounter forms. As payment for the Software license and services, the NFP program shall pay with State funding through the Stated Agreement Addendum a license fee of \$7295.00 annually.

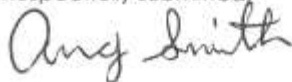
---

**RECOMMENDATIONS:**

The Northampton County Health Department recommends that the Commissioners approve the proposed contract between Northampton County Health Department and DDI Medical Technology Group LLC for case management software license.

---

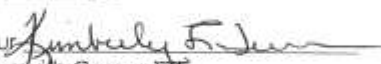
Respectfully submitted,



Andy Smith  
Health Director

**COORDINATION:**

County Manager:

Concur   
Concur with Comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

Finance Director:

Concur   
Concur with Comment \_\_\_\_\_  
Non-concur \_\_\_\_\_

### **DMCN LICENSE AND SERVICES AGREEMENT**

This License and Services Agreement hereinafter (the "Agreement") is entered into as of the **1st day of May 2018**, (the "Effective Date") between **DDI Medical Technology Group, LLC** and **Northampton County, North Carolina** ("Licensee"). In this Agreement, DDI Medical Technology Group and Licensee shall sometimes be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, DDI Medical Technology Group has developed certain proprietary software (the "Software") and

WHEREAS, the Software is a secure Web-based software application for client monitoring and case management; the Software will enable Licensee to gather client information from Licensee's electronic files, including registrations and data files, and disparate points of care and provide the information to Licensee to support their effort in managing the clients cases, (provided that the Software shall not be a substitute for any health care decision which shall be the sole responsibility of the Licensee, if applicable); and

WHEREAS, DDI Medical Technology Group provides certain services in conjunction with the Software, and

WHEREAS, Licensee desires to license the Software and utilize certain services as set forth in this Agreement for the purposes of providing case management services to certain clients;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Recitals**

The above-referenced recitals are hereby incorporated into this Agreement as stated above.

**2. License**

DDI Medical Technology Group hereby grants Licensee a non-exclusive, non-transferable right to access and use the Software in accordance with this Agreement for the period beginning on the Effective Date and ending one (1) year thereafter. Licensee's failure to comply with the terms of this Agreement shall be deemed a breach of this Agreement. Nothing in this Agreement shall allow Licensee the right to allow use or access to the Software to any DDI Medical Technology Group competitor. The rights granted pursuant to this license are subject to the following limitations and obligations:

- A. The Software shall be accessed and used exclusively by Licensee.
- B. Licensee may use the Software only for its internal purposes. Licensee shall not use the Software to perform any data or information processing services for any third party in return for a fee or other pecuniary benefit of any kind.
- C. Except as otherwise specifically set forth in this Agreement, Licensee shall not re-license, sublicense, or otherwise transfer or distribute to any person, any part of the Software, or any right, title or interest therein of any kind.
- D. Upon termination of this Agreement, Licensee shall within a reasonable time cease use of the Software and return to DDI Medical Technology Group all user manuals or other documentation.
- E. Licensee acknowledges that it obtains no right, title or interest in any DDI Medical Technology Group copyright, trademark, patent or other proprietary right relating to the Software and agrees not to remove, alter, cover, or obscure any copyright, trademark, patent or other proprietary rights notice on the Software.
- F. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to identify or create any derivative works of the Software. To the extent any such derivative works are created, then such works shall constitute work for hire and the title shall vest thereto in DDI Medical Technology Group. All Software shall remain the sole property of DDI Medical Technology Group and Licensee shall be entitled only to those rights specifically granted hereunder.
- G. Licensee shall use the Software only for lawful purposes and in compliance with all applicable laws and regulations.

**3. Services**

During the term of this Agreement, DDI Medical Technology Group shall provide software installation on a DDI server within a secure DDI facility for Licensee use, support, training, help desk support, error corrections consulting, customization of existing assessment and encounter forms. DDI Medical Technology Group shall provide software support during the hours of 8:30 AM to 5:00 PM (ET) Monday through Friday. Routine requests by Licensee for Services shall be responded to by DDI Medical Technology Group within a reasonable time. Urgent requests for services shall be responded to within three hours of any request. "Installation support" shall include all support necessary to ensure that

software is fully functional for all program needs including availability on line to authorized program users. The following Services shall be included:

- A. providing error corrections so as to correct any non-conformity of the Software with the printed Software documentation which DDI Medical Technology Group provides to Licensee ("Documentation");
- B. providing telephone consultation support to answer technical questions regarding the operation of the Software;

**4. Licensee Responsibilities**

Except as specifically set forth herein, Licensee shall be responsible for the operation and use of the computer equipment used to gain access to the Software, including the communication services required. Licensee further is solely responsible except as specifically set forth herein for each of the following:

- A. the use and operation of the Software in accordance with DDI Medical Technology Group's reasonable specifications;
- B. the Software's operational results;
- C. all data input into any Software;
- D. the use of the Software in compliance with applicable laws and regulations; and
- E. the suitability of the Software for Licensee's intended use.

**5. Charges and Payment**

As payment for the Software license and services granted hereunder, Licensee shall pay DDI Medical Technology Group an annual license fee of \$7,295. Licensee is responsible for any state fees and/or sales taxes. An invoice will be generated on or around the anniversary date of the Agreement execution.

**6. Term and Termination**

This Agreement shall commence on the Effective Date and remain in effect for a period of twelve (12) months (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew on an annual basis for successive one (1) year terms (Renewal Term(s)) until terminated by either party as provided in this Section 6. Either Party may terminate this Agreement at any time, without

cause and without penalty, upon the provision of sixty (60) days' prior written notice to the other Party.

At any time, DDI Medical Technology Group may terminate this Agreement, if Licensee is in breach of any material obligation under this Agreement and such breach is not cured within thirty (30) days of written notice of said breach. Licensee may terminate this Agreement if DDI Medical Technology Group is in breach of any material obligations under this Agreement and such breach is not cured within thirty (30) days of written notice of said breach.

7. **Warranties**

DDI Medical Technology Group warrants that for the term of this Agreement, the Software will operate in substantial conformance within the Documentation. DDI Medical Technology Group warrants that at the time of delivery, the Software shall not infringe upon the patent, copyright or trademark of any other person. These warranties shall not apply to any breach resulting from operation or use of the Software, other than in accordance with DDI Medical Technology Group's specifications and Documentation or to alteration or modification of the Software by any person or entity other than DDI Medical Technology Group.

**EXCEPT AS SPECIFICALLY SET FORTH ABOVE, ALL SOFTWARE AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DDI MEDICAL TECHNOLOGY GROUP EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA INTEGRITY, ABSCENCE OF ANOMOLIES OR NONCONFORMITIES, ERROR-FREE OPERATION OR UNINTERRUPTED SERVICE.**

8. **LIMITATION OF REMEDIES**

**NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, LICENSEE'S EXCLUSIVE REMEDY IN RESPECT OR RELATED IN ANY WAY TO ANY SOFTWARE OR SERVICES PROVIDED HEREIN SHALL BE FOR DDI MEDICAL TECHNOLOGY GROUP, AT ITS OPTION, TO EITHER:**

- A. REPAIR OR CORRECT THE NONCONFORMITY WITHIN A REASONABLE TIME, OR**
- B. REFUND TO LICENSEE ALL CHARGES OF ANY NATURE PAID BY LICENSEE TO DDI MEDICAL TECHNOLOGY GROUP DURING THE PERIOD IN WHICH THE SOFTWARE FAILED TO OPERATE AS WARRANTED IN RESPECT TO THE SOFTWARE.**

9. **LIMITATION OF DAMAGES**

IF NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, LICENSEE IS ENTITLED TO DAMAGES IN RESPECT TO ANY CLAIM ARISING UNDER THIS AGREEMENT, THE TOTAL AMOUNT OF SUCH DAMAGES SHALL BE LIMITED TO THE AMOUNT WHICH LICENSEE HAS PAID TO DDI MEDICAL TECHNOLOGY GROUP PURSUANT TO THIS AGREEMENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DDI MEDICAL TECHNOLOGY GROUP HAVE ANY LIABILITY FOR ANY INCIDENTAL CONSEQUENTIAL, PUNITIVE, SPECIAL DAMAGES OR DAMAGES FOR LOST PROFITS. THE PARTIES AGREE THAT THE PROVISIONS OF SECTIONS 7, 8 AND 9 ARE A FAIR AND REASONABLE ALLOCATION OF RISK AND THAT DDI MEDICAL TECHNOLOGY GROUP IS UNWILLING TO PROCEED WITH THIS TRANSACTION WITHOUT SUCH PROVISIONS.

10. **Indemnification**

To the extent allowed by law, Licensee and DDI Medical Technology Group agree to mutually indemnify, defend and hold each other and their shareholders, directors, officers, employees, agents and other representatives harmless from and against any damage, loss or expense or liability, including reasonable attorney's fees, directly or indirectly arising out of a breach of this Agreement by the indemnifying party or any negligent, grossly negligent, willful or wanton act on the part of the indemnifying party.

11. **Confidentiality**

Licensee and DDI Medical Technology Group agree that confidential information or materials of whatsoever nature provided under the terms and operation of this Agreement shall be deemed confidential and shall not be disclosed to any other person or entity. Licensee and DDI Medical Technology Group shall take such actions to preserve and protect the confidential information which, at a minimum, are equal to those actions taken by each Party to preserve and protect their most valuable trade secrets or other proprietary or Confidential Information. The terms of this Agreement also shall be considered Confidential Information. Notwithstanding the above, any obligation of confidentiality shall not apply to any information which:

- A. was lawfully or rightfully in the Party's possession at the time of the disclosure, or
- B. was lawfully and rightfully acquired by the Party through proper means and through no breach of confidentiality, or

C. is part of the public domain by publication or otherwise.

**12. Attorney's Fees**

In any action, proceeding or arbitration brought by either Party regarding this Agreement, the prevailing Party shall be entitled to the payment of reasonable costs and attorneys' fees.

**13. Governing Law**

This Agreement shall be governed and construed according to the laws of the State of South Carolina.

**14. Force Majeure**

Force Majeure is any cause or circumstance beyond the Party's control such as, but not limited to, acts of God, changes in government regulations, acts of governmental bodies or their employees or agents, weather, strikes, lockouts, boycotts and inability to secure labor or any materials, fire, transportation delays, unavoidable casualties, et cetera. All periods of time specified for performance of any obligation in this Agreement by either Party shall be subject to an extension for a period of time equal to the delay caused by Force Majeure provided that any obligation of payment hereunder shall not be extended because of Force Majeure.

**15. Notices**

Notices, requests, demands or other communications directed to a Party shall be in writing and shall be personally delivered or sent by certified, return receipt requested, registered mail, postage prepaid or via nationally recognized overnight delivery service to the following addresses:

Northampton County Health Department  
Attention: Andy Smith, Health Director  
P.O. Box 635  
Jackson, NC 27845

DDI Medical Technology Group  
Attention: Glenn Thames  
PO Box 2078  
Lexington, SC 29071

**16. Waivers**

The failure of either Party to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any rights or remedies of such Party in respect to any other provision or in respect of any subsequent breach or default under such term or condition.

**17. Effect of Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns.

**18. Assignment**

Neither party shall be entitled to assign this Agreement nor any right granted hereunder without the express written permission of the other party.

**19. Amendments**

This Agreement shall not be modified, altered or amended except by written amendment executed by all Parties.

**20. Relationship with the Parties**

The Parties agree that in the performance of this Agreement, DDI Medical Technology Group is acting as an independent contractor and is not a partner, joint venturer, employee or agent of any other Party.



IN WITNESS WHEREOF, THIS AGREEMENT IS EXECUTED AS OF THE  
EFFECTIVE DATE.

DDI Medical Technology Group

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

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

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

Northampton County, North Carolina

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

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

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

This instrument has been pre-audited in the manner as

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

**Board of E&R:**

*Chairman Carter recessed Regular Session to enter into the Board of Equalization and Review.*

**Approval of May 21, 2018 Minutes:**

Mrs. Cathy Allen appeared before the Board to obtain approval of minutes for May 21, 2018.

A motion was made by Fannie Greene and seconded by Charles Tyner to approve the minutes for May 21, 2018. **Question Called: All present voting yes. Motion carried.**

**Approval of 2018 Amended Tax Scroll:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval of the Amended 2018 Tax Scroll.

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the Amended 2018 Scroll adding \$1,603,875.01 to the Tax Scroll that was presented and adopted by the Board on August 20, 2018 and directing the Tax Collector to collect the taxes charged in the tax records and receipts of \$21,198,656.46. **Question Called: All present voting yes. Motion carried.**

Mrs. Allen administered the oath to Mr. Charles Lane and Mr. Kenneth Hardin.

**Holder, Gary L & Georgia:**

Mrs. Allen recommended to the Board to change the assessed value of parcel No. 01-00564 from \$717,110 to \$655,837 for the year 2018 due to the adjustment of lot value to reflect what other lots in the area were being assessed.

A motion was made by Charles Tyner and seconded by Chester Deloatch to approve the request from Mrs. Allen to change assessed value of Parcel No. 01-00564 to \$655, 837. **Question Called: All present voting yes. Motion carried.**

**Johnson, John R:**

Mrs. Allen recommended to the Board to change the assessed value of Parcel No. 03-00475 to \$25,763 due to the condition of the house.

A motion was made by Fannie Greene and seconded by Geneva Riddick to approve the request from Mrs. Allen to change assessed value of Parcel No. 03-00475 to \$25,763. **Question Called: All present voting yes. Motion carried.**

**Grimm, Harry L. & Toni:**

Mrs. Allen stated that Mr. Grimm was not present.

The Board consensus was to table the manner until next meeting to allow them a chance to attend.

**Lane, Charles H. Jr.:**

Mr. Lane appeared before the Board to request that his appraised value of Parcel No. 02-00527 be reduced to \$85,000. He provided the Board with information from a licensed appraiser to support this request.

A motion was made by Fannie Greene and seconded by Geneva Faulkner to deny his request. ***Question Called: Yes (Fannie Greene, Geneva Faulkner, Robert Carter) No (Charles Tyner, Chester Deloatch). Motion carried.***

**Hardin, Kenneth W:**

Mr. Hardin appeared before the Board to request that his appraised value on Parcel 01-10293 be reduced by \$92,500. He provided the Board with information that supports this request.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to approve the request from Mr. Hardin to reduce the appraised value of 01-10293 by \$92,500. ***Question Called: All present voting yes. Motion carried.***

***Chairman Carter recessed the Board of Equalization and Review to resume Regular Session.***

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

The Northampton County Board of Equalization and Review will meet in Regular Session on Monday, October 15, 2018 at 6:25 p.m. in the Commissioners' Meeting Room located at 100 West Jefferson Jackson, North Carolina. The purpose of the meeting is to conduct public business as indicated on the following agenda.

NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW

AGENDA

6:25 P.M. MONDAY OCTOBER 15, 2018

1. Reconvene the Board of Equalization and Review  
(Chair states) I call to order this meeting of the Northampton County Board of Equalization and Review.
2. Approval of the May 21, 2018 Minutes (ATTACHED)
3. Approval of 2018 amended Tax Scroll
4. Administer Oath to Appellants

APPELLANT	PARCEL NUMBER	APPRAISED VALUE	REQUESTED VALUE	BOARD ACTION	MOTION BY	SECONDED BY
Holder, Gary L & Georgia	01-00564	\$ 717,110	\$655,837	_____	_____	_____
Johnson, John R	03-00475	31,923	25,763	_____	_____	_____
Grimm, Harry L & Toni	02-00042	40,129	28,000	_____	_____	_____
	02-02289	6,289	0	_____	_____	_____
Lane, Charles H. Jr.	02-00527	102,834	85,000	_____	_____	_____
Hardin, Kenneth W.	01-10293	727,057	0	_____	_____	_____
	01-10294	92,500	0	_____	_____	_____

5. Recess/Adjourn

Ec: ER101518

NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW  
MINUTES OF MEETING

Jackson, NC  
May 21, 2018

The Northampton County Board of Commissioners convened as the Northampton County Board of Equalization and Review in the Commissioners Room on Court House Square in Jackson, NC at 6:15 P.M.

Board Members present were as follows: Vice-Chairman Fannie P. Greene, and Commissioners Chester J Deloatch, Geneva Riddick-Faulkner and Charles R. Tyner.

The first order of business was that of approving the minutes of the previous meeting, which had been provided to the Board at this time. Reading of the minutes was waived.

On motion by Commissioner Deloatch, seconded by Commissioner Riddick-Faulkner, the Board approved the minutes of the previous meeting as presented.

Avery L. Davis, Chief Appraiser, stated that the purpose of the meeting was that of receiving appeals to the Board. That those persons making appeals would be asked to present in writing their opinion of the value of the property being appealed and give evidence supporting their opinion and presented to Cathy Allen, Clerk to the Board by 5:00 p.m. or postmark by the US Postal Service today for the 2018 tax year.

Upon a recommendation from the County Attorney, A Scott McKellar, the recommendation was changed to 6:20 p.m.

On motion from Commissioner Tyner and seconded by Commissioner Deloatch, the change in the recommendation by Cathy B Allen, Clerk to the Board, was approved.

There being no other business, the Board adjourned for the purpose of receiving appeals of value for the year 2018.

Respectfully

Cathy B. Allen  
Clerk to Board of E & R

Approved: \_\_\_\_\_  
Fannie P Greene, Vice- Chairman

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

Ec: erm052118

**DECISION PAPER**

**TO:** NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Approval of additional levy, penalties and fees to the year 2018 Tax Scroll  
**DT:** October 3, 2018

---

**THIS IS A DECISION PAPER**

**PURPOSE:** To obtain the Board's approval of additional levy, penalties and fees to the 2018 Tax scroll.

**FACTS:** The Board has the duty to review and approve the tax list for the current year before adjourning, pursuant to G.S. 105-322 (g) (1)

**DISCUSSION:** The Assessor has prepared additional levy, penalties and fees to be collected for 2018 and charged to the Tax Collector for collection as follows:

TOTAL adopted August 20, 2018	\$19,594,781.45
General County Government	\$ 1,494,875.56
Ahoskie Drainage	.00
Town of Gaston	9,061.20
Town of Lasker	335.70
Town of Rich Square	14,101.89
Town of Seaboard	7,806.50
Town of Woodland	32,104.26
Garysburg fire Service District	12,036.91
Gaston Fire Service District	12,486.24
Jackson Fire Service District	685.02
Lasker Fire Service District	150.94
Rich Square Fire Service District	2,177.04
Seaboard Fire Service District	6,780.43
Roanoke Wildwood Fire Service District	765.70
Roanoke Wildwood Fire Service District A	448.48
Woodland Fire Service District	5,613.50
Solid Waste Fees	4,445.64
TOTAL ADDED	1,603,875.01

**GRAND TOTAL** **\$21,198,656.46**

**RECOMMENDATION:** That the Board approves an addition of \$1,603,875.01 to be added to the 2018 Scroll that was presented and adopt by the board on 20<sup>th</sup> day of August, 2018. Also, directing the Tax Collector to collect the taxes charged in the tax records and receipts of \$21,198,656.46.

**ACTION BY THE BOARD:**

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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

**PROPOSAL PAPER**

**TO:** NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Appeals of real property  
**DT:** July 10, 2018

---

**PURPOSE:** To obtain the Board's action concerning the assessed value of the attached parcels.

**FACTS:** Attached are appeals that the appellants have requested the Tax Assessor to make on their behalf.

**DISCUSSION:** The Assessor received these appeals prior to the Board's closing for accepting appeal of valuation for the year of 2018. (May 21, 2018)

**CONCLUSION:** Please act on each individual appeal.

Parcel 01-00564, owned by Gary L & Georgia C. Holder located at 105 Pinewood Acres Dr.

Mr. & Mrs. Holder appealed the value of their parcel on May 18, 2018. (See Attached)

After an onsite review of this parcel on June 8, 2018, the appraiser saw a need to adjust the assessed value of this parcel to be assessed in line with other similar parcels.

The reasons for the adjustment were (1) Adjusted the lot value to reflect what other lots in the area were being assessed. (2) Adjusted the value of the house to be similar and in line with the 2015 Schedule of Values.

Mr. & Mrs. Holder agreed to the new value (See Attached Letter)

The Tax Office recommends that the Board of Equalization and Review approve the change of the assessed value of parcel 01-00564 from \$717,110 to \$655,837 for the year of 2018 and to release \$563.71 of county taxes and \$18.99 in Wildwood Fire District Taxes for a total of \$582.70.

ACTION BY THE BOARD:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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





# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

June 15, 2018

HOLDER, GARY L & GEORGIA C  
105 PINWOOD ACRES DRIVE  
HENRICO, NC 27842

Dear Property Owner,

I am writing in reference to your parcel number 01-00564 of which HOLDER, GARY L & GEORGIA C owns 100%. This parcel is known as the C G WINSTON LOT 3 tract and has a physical address of 105 PINWOOD ACRES DR. Your account number is 85757.

Upon your request, I have reviewed the above parcel. The Tax Office recommendation to the Board of Equalization and Review will be to change the value of parcel number 01-00564 from \$717,110 to \$655,837 for 2018. This value represents 100% of the value assessed to this parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

If you would like for the Tax Office to appeal on your behalf to the Board of Equalization and Review with the above recommendation please sign and return this letter in the enclosed envelope within 15 days (July 2, 2018) of this letter.

Gary L Holder Georgia C Holder Date 6/19/2018

If you do not return this letter an appointment will be made and you will be notified of the date and time for your appearance before the Board of Equalization & Review.

Sincerely,

AVERY L. DAVIS  
Chief Appraiser

Parcel 03-00475, owned by Johnson, Robert Walter Heirs, located at 703 W Main St, Conway, NC.

Mr. John R. Johnson (son) appealed the value on May 18, 2018. (See attached)

After an onsite review of this parcel on June 14, 2018, the appraiser saw a need to adjust the assessed value of this parcel to be assessed in line with other similar parcels.

The reason for the adjustment is due to the condition of the house.

Mr. John Johnson agreed to the value. (See Attached Letter)

The Tax Office recommends that the Board of Equalization and Review approve a change in the assessed value from \$31,923 to \$25,763 on parcel 03-00475 for the year of 2018 and the release \$56.67 of the County Taxes and to recommend that the Town of Conway release \$28.95 of their taxes.

ACTION BY THE BOARD:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

June 15, 2018

JOHNSON, ROBERT WALTER (DEC)  
C/O JOHN R JOHNSON  
475 ZION CHURCH ROAD  
CONWAY, NC 27820

Dear Property Owner,

I am writing in reference to your parcel number 03-00475 of which JOHNSON, ROBERT WALTER (DEC) owns 100%. This parcel is known as the HOME OLD tract and has a physical address of 703 W MAIN ST. Your account number is 106021.

Upon your request, I have reviewed the above parcel. The Tax Office recommendation to the Board of Equalization and Review will be to change the value of parcel number 03-00475 from \$31,923 to \$25,763 for 2018. This value represents 100% of the value assessed to this parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

If you would like for the Tax Office to appeal on your behalf to the Board of Equalization and Review with the above recommendation please sign and return this letter in the enclosed envelope within 15 days (July 2, 2018) of this letter.

Date 6/25/2018

If you do not return this letter an appointment will be made and you will be notified of the date and time for your appearance before the Board of Equalization & Review.

Sincerely,

AVERY L. DAVIS  
Chief Appraiser

### PROPOSAL PAPER

**TO:** NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Grimm, Harry L & Toni Appeal of Value on Parcels 02-00042 and 02-02289  
**DT:** July 1, 2018

---

**PURPOSE:** For the Board of Equalization and Review to either confirm or reduce the appraised value of Northampton County Tax Parcels No. 02-00042 and 02-02289.

**FACTS:** Mr. & Mrs. Grimm appealed the assessed value of Northampton County Parcel No. 02-00042, known as LOT & RES with an address of 305 W Calhoun St, Jackson, NC that has an assessed value of \$40,129 and Parcel No. 02-02289 known as BUFFALOE LOTS 4 5 that has an assessed value of \$6,289. (See attached appeal, received on May 21, 2018).

Mr. & Mrs. Grimm did present evidence to the Tax Assessor in the form of a private appraisal of these parcels as of August 14, 2017. Mr. & Mrs. Grimm's opinion of value for parcels 02-00042 and 02-02289 is \$28,000 based on that appraisal and the purchase of the parcels per deed book 1032 page 224. No other basis for this appeal was presented to the Tax Assessor.

Mr. & Mrs. Grimm were mailed a letter dated May 25, 2018 informing them of receipt of a timely informal appeal. Included in that letter was a copy of North Carolina General Statute Section 105-287.

After receiving the evidence presented to the Tax Assessor, Mr. Davis reviewed the evidence and concluded the following; (1) All of the Comparables were sold after January 1, 2015. (2) None of the Comparables were from the Town of Jackson. The closest one was from Garysburg and that one was a family sale. (3) Their appraiser appraised these parcels as one property. Based on the decision of The Supreme Court of North Carolina for the case of Corbett verse Pender County, we are required to appraise each parcel separately based on our Schedule of Values. To our knowledge, no evidence has been submitted that these parcels cannot be sold separately.

A deed was recorded on November 21, 2017 (book 1032 page 224), transferring parcels 02-00042 and 02-02289 from the Grantor, Toni K. Grimm, as executor of the Estate of Peggy B. Bright, to the Grantees, Harry L. & Toni K. Grimm for the sale price of \$28,000. Therefore, this deed is considered a family deed, whereas one family member is deeding the property to another family member. This is not considered an arm's length transfer and should not be used in the appraisal of any property. To make this sale even more questionable, a Deed of Trust was recorded (book 1032 page 229) for \$50,000. The total assessed value of the parcels is \$46,418.

Mr. Avery Davis, Northampton County Chief Appraiser, made a personal visit to this property on June 6, 2018 and found no reason to adjust the value of parcels 02-00042 and 02-02289.

**DISCUSSION:**

Pursuant to North Carolina General Statute Section 105-287, in a year in which a general reappraisal of real property in the county is not made (the effective date for the last general reappraisal for Northampton county is January 1, 2015), the Tax Assessor cannot decrease or increase the appraised value of real property except to:

- a) Correct a clerical error,
- b) Correct an appraisal error resulting from a misapplication of the schedules, standards and rules used in the last appraisal,
- c) Recognize a decrease or increase resulting from conservation or preservation agreement,
- d) Recognize a decrease or increase resulting from a physical change to the land or improvements,
- e) Recognize a decrease or increase resulting from a legally permitted use, or
- f) Recognize a decrease or increase from a factor other than normal, physical depreciation of betterments, repainting buildings, soil conservation, landscape gardening, forest fire protection and impounding water for non-commercial purpose to preserve natural habitat.

The International Association of Assessing Officers has set mass residential appraisal guidelines of + or - 10%. Therefore, when there are two or more appraisals on residual property, and the appraised value is within 10%, then the appraised value is acceptable.

The house on parcel 02-00042 has 1316 sq ft. of living space. This parcel has an assessed value of \$40,129

Attached are three sales that were before January 1, 2015. The adjusted mean of these sales is \$39,464 and the adjusted median is \$41,156. The average of the mean and median is \$40,311. The mean is 1.66% lower than the assessed value and the median is 2.57% higher than the assessed value.

Parcel 02-02289 is a vacant lot. The assessed value per acre for this parcel is \$16,997 and has a size of .37 acres for a tax value of \$6,289.

Attached are three sales that were before January 1, 2015. The following information is based on a per acre value. The mean per acre of these sales is \$17,501 and the median per acre is \$20,000. The average of the mean and median is \$18,750. The mean is 2.96% higher than the assessed value and the median is 17.67% higher than the assessed value.

**CONCLUSION:**

Taxpayer, Mr. & Mrs. Grimm, failed to provide further proof to establish one of the legally permitted reasons authorizing a change in the property's value set forth in North Carolina General Statute Section 105-287.

**RECOMMENDATION:**

I, therefore, recommend that their appeal be denied.

Cc: dp02-00042 and 02-02289

ACTION BY THE BOARD:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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

May 21, 2018

I would like to appeal the value of parcel 02-02289 and 02-00042. My opinion of the value is \$28,000.

I can be contact at this phone # 252-538-5341.

Harry L. Hermin

5,21,18





# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

---

May 25, 2018

GRIMM, HARRY L & TONI K  
305 WEST CALHOUN ST  
JACKSON, NC 27845

**PARCEL(S):** 02-02289  
**ACCOUNT NUMBER:** 129627  
**DESCRIPTION:** BUFFALOE LOTS 4 5  
**PHYSICAL ADDRESS:** NONE  
**PERCENTAGE OWNED:** 100%

Dear Taxpayer,

The Northampton County Tax Office has received your appeal on the above parcel. This appeal is for the 2018 tax year.

A Northampton County Tax Appraiser will do an on-site review of the above parcel(s). You will receive a letter informing you of their decision. This decision can be appealed by following the guidelines of the letter.

Northampton County's last revaluation was effective as of January 1, 2015. Therefore, the tax values are based on the market values as of that date. **Sales of property after January 1, 2015 cannot be considered in determining the assessed value of real property.** North Carolina General Statute 105-287 lists the reasons which the Tax Office can and cannot make value changes between revaluations. (See enclosed Statute)

**If you have any information supporting your opinion of value, please provide it to the tax office as soon as possible. You can provide the following items to support your opinion of value: (1) A health department statement stating that this parcel does not perk, (2) Pictures of the property (A visit by a Tax Appraiser to review the inside may be requested), (3) An appraisal by an independent appraiser based on the sales of property during the years 2011 thru 2015, (4) Other similar parcels for comparison that is located in Northampton County that is appraised significantly lower or higher than your parcel(s).**

Sincerely,  
AVERY L DAVIS  
Chief Appraiser





# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive  
Jackson, North Carolina 27845  
(252) 534-1309 Ext 161  
Fax (252) 534-1406  
Avery L. Davis Chief Appraiser

May 25, 2018

GRIMM, HARRY L & TONIK  
305 WEST CALHOUN ST  
JACKSON, NC 27845

**PARCEL(S):** 02-00042  
**ACCOUNT NUMBER:** 129627  
**DESCRIPTION:** LOT & RES  
**PHYSICAL ADDRESS:** 305 W CALHOUN ST  
**PERCENTAGE OWNED:** 100%

Dear Taxpayer,

The Northampton County Tax Office has received your appeal on the above parcel. This appeal is for the 2018 tax year.

A Northampton County Tax Appraiser will do an on-site review of the above parcel(s). You will receive a letter informing you of their decision. This decision can be appealed by following the guidelines of the letter.

Northampton County's last revaluation was effective as of January 1, 2015. Therefore, the tax values are based on the market values as of that date. **Sales of property after January 1, 2015 cannot be considered in determining the assessed value of real property.** North Carolina General Statute 105-287 lists the reasons which the Tax Office can and cannot make value changes between revaluations. (See enclosed Statute)

**If you have any information supporting your opinion of value, please provide it to the tax office as soon as possible. You can provide the following items to support your opinion of value: (1) A health department statement stating that this parcel does not perk, (2) Pictures of the property (A visit by a Tax Appraiser to review the inside may be requested), (3) An appraisal by an independent appraiser based on the sales of property during the years 2011 thru 2015, (4) Other similar parcels for comparison that is located in Northampton County that is appraised significantly lower or higher than your parcel(s).**

Sincerely,  
AVERY L DAVIS  
Chief Appraiser

**§ 105-287. Changing appraised value of real property in years in which general reappraisal is not made.**

(a) In a year in which a general reappraisal of real property in the county is not made under G.S. 105-286, the property shall be listed at the value assigned when last appraised unless the value is changed in accordance with this section. The assessor shall increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in the property's value resulting from one or more of the following reasons:

- (1) Correct a clerical or mathematical error.
- (2) Correct an appraisal error resulting from a misapplication of the schedules, standards, and rules used in the county's most recent general reappraisal.
- (2a) Recognize an increase or decrease in the value of the property resulting from a conservation or preservation agreement subject to Article 4 of Chapter 121 of the General Statutes, the Conservation and Historic Preservation Agreements Act.
- (2b) Recognize an increase or decrease in the value of the property resulting from a physical change to the land or to the improvements on the land, other than a change listed in subsection (b) of this section.
- (2c) Recognize an increase or decrease in the value of the property resulting from a change in the legally permitted use of the property.
- (3) Recognize an increase or decrease in the value of the property resulting from a factor other than one listed in subsection (b).

**(b) In a year in which a general reappraisal of real property in the county is not made, the assessor may not increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in value caused by:**

- (1) Normal, physical depreciation of improvements;
- (2) **Inflation, deflation, or other economic changes affecting the county in general;**  
**or**
- (3) Betterments to the property made by:
  - a. Repainting buildings or other structures;
  - b. Terracing or other methods of soil conservation;
  - c. Landscape gardening;
  - d. Protecting forests against fire; or
  - e. Impounding water on marshland for non-commercial purposes to preserve or enhance the natural habitat of wildlife.

(c) An increase or decrease in the appraised value of real property authorized by this section shall be made in accordance with the schedules, standards, and rules used in the county's most recent general reappraisal. An increase or decrease in appraised value made under this section is effective as of January 1 of the year in which it is made and is not retroactive. The reason for an increase or decrease in appraised value made under this section need not be under the control of or at the request of the owner of the affected property. This section does not modify or restrict the provisions of G.S. 105-312 concerning the appraisal of discovered property.

(d) Notwithstanding subsection (a), if a tract of land has been subdivided into lots and more than five acres of the tract remain unsold by the owner of the tract, the assessor may appraise the unsold portion as land acreage rather than as lots. A tract is considered subdivided into lots when the lots are located on streets laid out and open for travel and the lots have been sold or offered for sale as lots since the last appraisal of the property. (1939, c. 310, ss. 301, 500; 1953, c. 970, s. 5; 1955, c. 901; c. 1100, s. 2; 1959, c. 682; c. 704, s. 2; 1963, c. 414; 1967, c. 892, s. 7; 1969, c. 945, s. 1; 1971, c. 806, s. 1; 1973, c. 695, s. 10; c. 790, s. 2; 1987, c. 655; 1997-226, s. 4; 2001-139, s. 2; 2008-146, s. 1.2.)

[illegible]

[illegible]

### PROPOSAL PAPER

**TO:** NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Lane, Charles H. Jr. Appeal of Value on Parcels 02-00527  
**DT:** July 10, 2018

---

**PURPOSE:** For the Board of Equalization and Review to either confirm or reduce the appraised value of Northampton County Tax Parcel No. 02-00527.

**FACTS:** Mr. Lane appealed the assessed value of Northampton County Parcel No. 02-00527, known as PEEBLES HILL P/O D with an address of 404 Calvert St, Jackson, NC that has an assessed value of \$102,834. (See attached appeal, received on May 16, 2018).

Mr. Lane did present evidence to the Tax Assessor in the form of a private appraisal of this parcel as of October 13, 2016. Mr. Lane's opinion of value for parcel 02-00527 is \$85,000 based on that appraisal. No other basis for this appeal was presented to the Tax Assessor.

Mr. Lane was mailed a letter dated May 25, 2018 informing him of receipt of a timely informal appeal. Included in that letter was a copy of North Carolina General Statute Section 105-287.

After receiving the evidence presented to the Tax Assessor, Mr. Davis reviewed the evidence and concluded the following; (1) All of the Comparables were sold after January 1, 2015. (2) Shortly after Ms. Mary Parks (Mr. Lane's mother) & Mr. Dean F. Davis purchased this parcel in 2008, they remodeled the home. No adjustment was made to reflect the condition of the house on parcel 02-00527 versus the Comparables. Three of the four Comparables had been vacant for a period of time before they were sold. (3) Based on our tax records, the gross living areas on three of the four Comparables were incorrect. (4) Comparable three sold on August 2, 2016 for \$92,000 (This was a sale from a Bank), then on August 25, 2016 sold for \$42,500. This was all due to the condition of the house. (5) No adjustment was made due to location on comparable four which is located in the Town Of Rich Square.

Mr. Avery Davis, Northampton County Chief Appraiser made a personal visit to this property on April 26, 2017. At that time the value was adjusted from \$124,802 to \$102,834 for the year of 2017. Mr. Davis visited the property on June 8, 2018 and found no reason to adjust the value of \$102,834.

**DISCUSSION:**

Pursuant to North Carolina General Statute Section 105-287, in a year in which a general reappraisal of real property in the county is not made (the effective date for the last general reappraisal for Northampton county is January 1, 2015), the Tax Assessor cannot decrease or increase the appraised value of real property except to:

- a) Correct a clerical error,
- b) Correct an appraisal error resulting from a misapplication of the schedules, standards and rules used in the last appraisal,
- c) Recognize a decrease or increase resulting from conservation or preservation agreement,
- d) Recognize a decrease or increase resulting from a physical change to the land or improvements,
- e) Recognize a decrease or increase resulting from a legally permitted use, or
- f) Recognize a decrease or increase from a factor other than normal, physical depreciation of betterments, repainting buildings, soil conservation, landscape gardening, forest fire protection and impounding water for non-commercial purpose to preserve natural habitat.

The International Association of Assessing Officers has set mass residential appraisal guidelines of + or - 10%. Therefore, when there are two or more appraisals on residual property, and the appraised value is within 10%, then the appraised value is acceptable.

The house on parcel 02-00527 has 2,421 sq ft of living space and a 371 sq. ft. basement.

Attached are four sales that were before January 1, 2015. The adjusted mean of these sales is \$104,137 and the adjusted median is \$101,377. The average of the mean and median is \$102,757. The mean is 1% higher than the assessed value and the median is 1% lower than the assessed value.

**CONCLUSION:**

Taxpayer, Mr. Lane, failed to provide further proof to establish one of the legally permitted reasons authorizing a change in the property's value set forth in North Carolina General Statute Section 105-287.

**RECOMMENDATION:**

I, therefore, recommend that their appeal be denied.

Cc: dp02-00527

ACTION BY THE BOARD:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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

Charles H. Lane Jr.  
2378 Sanders Road  
Willow Spring, NC 27592  
Phone: 919-892-5192

**Reference: Appeal of Parcel Tax Value on 02-00527 Acct. 128771**

May 16, 2018

Northampton County Tax Department  
P.O. Box 637, 104 Thomas Bragg Drive  
Jackson, NC 27845  
Attn: Mr. Avery L. Davis



Dear Mr. Davis,

I write you this letter of appeal in hopes that the assessed tax value of our property at 404 Calvert Street Jackson NC 27845 might be adjusted in the tax assessment period from 2020 - 2024 to \$85,000.00. As evidence of the real market value I have enclosed a real estate appraisal dated Oct 13, 2016.

My mother Mary E. Parks passed away suddenly on June 1, 2016. As a recourse of this life-changing event, the property was divided three ways: David Lane 25%, Dean Davis 50% and Charles Lane 25%. This did not represent a windfall for either person as the current mortgage is nearly equal to the appraised value as represented in the appraisal dated Oct 13, 2016. I made a vow to my mother before she passed that if something ever happen to her that I would care for Dean Davis and make sure he was provided for. I have worked diligently since her passing to make sure all Mr. Davis' affairs are in order. Mr. Davis has given me Power of Attorney so that I can act on his behalf should that become necessary.

My desire here is not to skimp on paying the additional \$171.03 in property taxes but to make sure that when the dreadful day comes that Dean Davis' ownership is divided 50/50 between David Lane and myself that I am able to proceed in a manner that will not damage either of us. As a licensed but non-practicing Real Estate Broker I know that the higher tax assessment value versus real market value will drive down the sales offer prices should it be necessary for David and I to sell the property to service the current mortgage obligation. The out of pocket impact to the two of us could potentially be in the tens of thousands of dollars with the current tax assessment scenario. My objective here is simply to give us a fighting chance should we be cast into the unfortunate scenario of having to sell the house to keep from losing it.

I appreciate your thoughtful consideration and will await your decision.

Yours sincerely,

A handwritten signature in black ink that reads 'Charles H. Lane Jr.'.

Charles H. Lane Jr.





# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

May 25, 2018

LANE, CHARLES H JR & OTHERS  
2378 SANDERS RD  
WILLOW SPRINGS, NC 27592

**PARCEL(S):** 02-00527

**ACCOUNT NUMBER:** 128771

**DESCRIPTION:** PEEBLES HILL P/O D

**PHYSICAL ADDRESS:** 404 CALVERT ST

**PERCENTAGE OWNED:** 100%

Dear Taxpayer,

The Northampton County Tax Office has received your appeal on the above parcel. This appeal is for the 2018 tax year.

A Northampton County Tax Appraiser will do an on-site review of the above parcel(s). You will receive a letter informing you of their decision. This decision can be appealed by following the guidelines of the letter.

Northampton County's last revaluation was effective as of January 1, 2015. Therefore, the tax values are based on the market values as of that date. **Sales of property after January 1, 2015 cannot be considered in determining the assessed value of real property.** North Carolina General Statute 105-287 lists the reasons which the Tax Office can and cannot make value changes between revaluations. (See enclosed Statute)

**If you have any information supporting your opinion of value, please provide it to the tax office as soon as possible. You can provide the following items to support your opinion of value: (1) A health department statement stating that this parcel does not perk, (2) Pictures of the property (A visit by a Tax Appraiser to review the inside may be requested), (3) An appraisal by an independent appraiser based on the sales of property during the years 2011 thru 2015, (4) Other similar parcels for comparison that is located in Northampton County that is appraised significantly lower or higher than your parcel(s).**

Sincerely,  
AVERY L DAVIS  
Chief Appraiser

**§ 105-287. Changing appraised value of real property in years in which general reappraisal is not made.**

(a) In a year in which a general reappraisal of real property in the county is not made under G.S. 105-286, the property shall be listed at the value assigned when last appraised unless the value is changed in accordance with this section. The assessor shall increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in the property's value resulting from one or more of the following reasons:

- (1) Correct a clerical or mathematical error.
- (2) Correct an appraisal error resulting from a misapplication of the schedules, standards, and rules used in the county's most recent general reappraisal.
- (2a) Recognize an increase or decrease in the value of the property resulting from a conservation or preservation agreement subject to Article 4 of Chapter 121 of the General Statutes, the Conservation and Historic Preservation Agreements Act.
- (2b) Recognize an increase or decrease in the value of the property resulting from a physical change to the land or to the improvements on the land, other than a change listed in subsection (b) of this section.
- (2c) Recognize an increase or decrease in the value of the property resulting from a change in the legally permitted use of the property.
- (3) Recognize an increase or decrease in the value of the property resulting from a factor other than one listed in subsection (b).

**(b) In a year in which a general reappraisal of real property in the county is not made, the assessor may not increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in value caused by:**

- (1) Normal, physical depreciation of improvements;
- (2) **Inflation, deflation, or other economic changes affecting the county in general;**  
**or**
- (3) Betterments to the property made by:
  - a. Repainting buildings or other structures;
  - b. Terracing or other methods of soil conservation;
  - c. Landscape gardening;
  - d. Protecting forests against fire; or
  - e. Impounding water on marshland for non-commercial purposes to preserve or enhance the natural habitat of wildlife.

(c) An increase or decrease in the appraised value of real property authorized by this section shall be made in accordance with the schedules, standards, and rules used in the county's most recent general reappraisal. An increase or decrease in appraised value made under this section is effective as of January 1 of the year in which it is made and is not retroactive. The reason for an increase or decrease in appraised value made under this section need not be under the control of or at the request of the owner of the affected property. This section does not modify or restrict the provisions of G.S. 105-312 concerning the appraisal of discovered property.

(d) Notwithstanding subsection (a), if a tract of land has been subdivided into lots and more than five acres of the tract remain unsold by the owner of the tract, the assessor may appraise the unsold portion as land acreage rather than as lots. A tract is considered subdivided into lots when the lots are located on streets laid out and open for travel and the lots have been sold or offered for sale as lots since the last appraisal of the property. (1939, c. 310, ss. 301, 500; 1953, c. 970, s. 5; 1955, c. 901; c. 1100, s. 2; 1959, c. 682; c. 704, s. 2; 1963, c. 414; 1967, c. 892, s. 7; 1969, c. 945, s. 1; 1971, c. 806, s. 1; 1973, c. 695, s. 10; c. 790, s. 2; 1987, c. 655; 1997-226, s. 4; 2001-139, s. 2; 2008-146, s. 1.2.)

[illegible]

### PROPOSAL PAPER

**TO:** NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW  
**FM:** Cathy Allen, Tax Administrator  
**RE:** Hardin, Kenneth W appeal of parcels 01-10293 and 01-10294  
**DT:** August 6, 2018

---

**PURPOSE:** For the Board of Equalization and Review to either confirm or reduce the appraised values of Northampton County Tax Parcels No. 01-10293 and 01-10294.

**FACTS:** Mr. Hardin appealed the assessed value of Northampton County Parcels No. 01-10293, known as LULA BREWE P/O 9, with an address of 245 Lulas Way, Henrico, NC, that has an assessed value of \$727,057 and Parcel No. 01-10294, known as LULA BREWER P/O 9, with an assessed value of \$92,500. (See -attached appeal, received on May 21, 2018).

Mr. Hardin did not present evidence to the Tax Assessor indicating why the assessed values were wrong, nor did he give us his opinion of the assessed value of the parcels. Mr. Hardin was sent a letter dated February 9, 2018 informing him of his timely informal appeal, this letter included a copy of G. S. 105-287. (See attached)

Mr. Avery Davis, Northampton County Chief Appraiser made a personal visit to the properties on April 3, 2018. At that time, the values were adjusted.

Located on parcel 01-10293 is a 2 Story Log house with a full basement. The tax office lists the living area as follows (1) 1<sup>st</sup> floor 2800 sq. ft., (2) the 2<sup>nd</sup> floor 2800 sq. ft., (3) Basement 2800 sq. ft., (4) two car garage with a bonus room. (5) Associated with this is a pier. These areas are based on outside measurements, which is standard for the way the tax office measures houses. The house is listed as being 61% complete as of January 1, 2018; this is based on the steps of construction on page 119 of the 2015 Market Value Schedule. The adjustments to value were based on the correction of the square feet and changing the basement to unfinished. The value on parcel 01-10293 was changed from \$786,544 to \$727,057. (Attached are pictures of the house)

Parcel 01-10294 is vacant but there is a boat house and pier that will be listed to this parcel. The value was changed on this parcel (land only) from \$185,000 to \$92,000. The reason for the change in value was a change in zoning which requires all new buildable parcels have a size of 30,000 sq. ft. Parcel 01-10294 has size of .47 acres (20,473.2 sq. ft.). (Attached Maps)

Mr. Hardin was sent a letter informing him of these changes on April 13, 2018. (See attached)

Based on the decision of The Supreme Court of North Carolina for the case of Corbett verse Pender County, we are required to appraise each parcel separately based on our Schedule of Values. To our knowledge, no evidence has been submitted that these parcels cannot be sold separately.

**DISCUSSION:**

Pursuant to North Carolina General Statute Section 105-287, in a year in which a general reappraisal of real property in the county is not made (the effective date for the last general reappraisal for Northampton county is January 1, 2015), the Tax Assessor cannot decrease or increase the appraised value of real property except to:

- a) Correct a clerical error,
- b) Correct an appraisal error resulting from a misapplication of the schedules, standards and rules used in the last appraisal,
- c) Recognize a decrease or increase resulting from conservation or preservation agreement,
- d) Recognize a decrease or increase resulting from a physical change to the land or improvements,
- e) Recognize a decrease or increase resulting from a legally permitted use, or
- f) Recognize a decrease or increase from a factor other than normal, physical depreciation of betterments, repainting buildings, soil conservation, landscape gardening, forest fire protection and impounding water for non-commercial purpose to preserve natural habitat.

Upon review of parcel 01-10293, a clerical error was observed. The pier listed to this parcel was coded as being 100% complete as of January 1, 2018. It should have been 0% complete.

Dominion North Carolina Power owner of Gaston Lake, allows one boat house per parcel. Mr. Hardin has built two; therefore, he subdivided his parcel into two parcels. The case of Corbett verse Pender County requires the tax office to appraise each parcel separately based on our Schedule of Values.

On May 19, 2017, a Deed of Trust was recorded in the Register of Deeds office (1025/867) in the amount of \$700,000. Our research indicates that there was a lien on the land. Therefore, we are assuming this was for the house only.

When the house is 100% complete, along with the pier, on parcel 01-10293 the assessed value of the buildings is estimated to be \$767,054.

Under the current zoning regulation, parcel 01-10294 is too small to build on. There are 51 vacant parcels on Lake Gaston that do not meet this size requirement, but will probably be built on due to the grandfather effect. We found 14 of these parcels may not be allowed to build a boathouse. The median assessed value of these parcels is \$60,000. The remaining 37 of these parcels should be able to get a boathouse. The median assessed on these parcel is \$220,000. The mean of these medians is \$140,000. Parcel 01-10294 has an assessed value of \$92,500.

**CONCLUSION:**

Taxpayer, Mr. Hardin, failed to provide further proof to establish one of the legally permitted reasons authorizing a change in the property's value set forth in North Carolina General Statute Section 105-287.

**RECOMMENDATION:**

That the Board approves the value change on parcel 01-10293 from \$727,057 to \$703,585 for 2018 and the release of \$214.94 of Northampton County Tax and \$7.28 of the Wildwood Fire district for a total of \$223.22.

The Board makes no changes in the value for parcel 01-10294.

Cc: dp01-10293 & 01-10294

**ACTION BY THE BOARD:**

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

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

**Kenneth Hardin**

PO Box 35636  
Fayetteville, NC 28303

Phone: 910-237-2827  
Fax: 910-868-3643

**May 15, 2018**

Tax Department  
PO Box 637  
104 Thomas Bragg Drive  
Jackson, NC 27845



Attention: Avery L Davis

Upon receiving your re-evaluation of the following properties:

Parcel: 01-10293

Parcel: 01-10294

I am requesting a meeting with the board to discuss this matter further. I do not agree with your findings.

Sincerely,

Kenneth Hardin  
910-237-2827

PO Box 35636  
Fayetteville, NC 28303



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

February 19, 2018

HARDIN, KENNETH W

PO BOX 477

HENRICO, NC 27842

**PARCEL(S):** 01-10293

**ACCOUNT NUMBER:** 128929

**DESCRIPTION:** LULA BREWER P/O 9

**PHYSICAL ADDRESS:** 245 LULAS WAY

**PERCENTAGE OWNED:** 100%

Dear Taxpayer,

The Northampton County Tax Office has received your appeal on the above parcel. This appeal is for the 2018 tax year.

A Northampton County Tax Appraiser will do an on-site review of the above parcel(s). You will receive a letter informing you of their decision. This decision can be appealed by following the guidelines of the letter.

Northampton County's last revaluation was effective as of January 1, 2015. Therefore, the tax values are based on the market values as of that date. **Sales of property after January 1, 2015 cannot be considered in determining the assessed value of real property.** North Carolina General Statue 105-287 lists the reasons which the Tax Office can and cannot make value changes between revaluations. (See enclosed Statue)

**If you have any information supporting your opinion of value, please provide it to the tax office as soon as possible. You can provide the following items to support your opinion of value: (1) A health department statement stating that this parcel does not perk, (2) Pictures of the property (A visit by a Tax Appraiser to review the inside may be requested), (3) An appraisal by an independent appraiser based on the sales of property during the years 2011 thru 2015, (4) Other similar parcels for comparison that is located in Northampton County that is appraised significantly lower or higher than your parcel(s).**

Sincerely,  
AVERY L DAVIS  
Chief Appraiser





# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

---

February 19, 2018

HARDIN, KENNETH W  
PO BOX 477  
HENRICO, NC 27842

**PARCEL(S):** 01-10294

**ACCOUNT NUMBER:** 128929

**DESCRIPTION:** LULA BREWER P/O 9

**PHYSICAL ADDRESS:** NONE

**PERCENTAGE OWNED:** 100%

Dear Taxpayer,

The Northampton County Tax Office has received your appeal on the above parcel. This appeal is for the 2018 tax year.

A Northampton County Tax Appraiser will do an on-site review of the above parcel(s). You will receive a letter informing you of their decision. This decision can be appealed by following the guidelines of the letter.

Northampton County's last revaluation was effective as of January 1, 2015. Therefore, the tax values are based on the market values as of that date. **Sales of property after January 1, 2015 cannot be considered in determining the assessed value of real property.** North Carolina General Statute 105-287 lists the reasons which the Tax Office can and cannot make value changes between revaluations. (See enclosed Statute)

**If you have any information supporting your opinion of value, please provide it to the tax office as soon as possible. You can provide the following items to support your opinion of value: (1) A health department statement stating that this parcel does not perk, (2) Pictures of the property (A visit by a Tax Appraiser to review the inside may be requested), (3) An appraisal by an independent appraiser based on the sales of property during the years 2011 thru 2015, (4) Other similar parcels for comparison that is located in Northampton County that is appraised significantly lower or higher than your parcel(s).**

Sincerely,  
AVERY L DAVIS  
Chief Appraiser

**§ 105-287. Changing appraised value of real property in years in which general reappraisal is not made.**

(a) In a year in which a general reappraisal of real property in the county is not made under G.S. 105-286, the property shall be listed at the value assigned when last appraised unless the value is changed in accordance with this section. The assessor shall increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in the property's value resulting from one or more of the following reasons:

- (1) Correct a clerical or mathematical error.
- (2) Correct an appraisal error resulting from a misapplication of the schedules, standards, and rules used in the county's most recent general reappraisal.
- (2a) Recognize an increase or decrease in the value of the property resulting from a conservation or preservation agreement subject to Article 4 of Chapter 121 of the General Statutes, the Conservation and Historic Preservation Agreements Act.
- (2b) Recognize an increase or decrease in the value of the property resulting from a physical change to the land or to the improvements on the land, other than a change listed in subsection (b) of this section.
- (2c) Recognize an increase or decrease in the value of the property resulting from a change in the legally permitted use of the property.
- (3) Recognize an increase or decrease in the value of the property resulting from a factor other than one listed in subsection (b).

**(b) In a year in which a general reappraisal of real property in the county is not made, the assessor may not increase or decrease the appraised value of real property, as determined under G.S. 105-286, to recognize a change in value caused by:**

- (1) Normal, physical depreciation of improvements;
- (2) Inflation, deflation, or other economic changes affecting the county in general;**  
**or**
- (3) Betterments to the property made by:
  - a. Repainting buildings or other structures;
  - b. Terracing or other methods of soil conservation;
  - c. Landscape gardening;
  - d. Protecting forests against fire; or
  - e. Impounding water on marshland for non-commercial purposes to preserve or enhance the natural habitat of wildlife.

(c) An increase or decrease in the appraised value of real property authorized by this section shall be made in accordance with the schedules, standards, and rules used in the county's most recent general reappraisal. An increase or decrease in appraised value made under this section is effective as of January 1 of the year in which it is made and is not retroactive. The reason for an increase or decrease in appraised value made under this section need not be under the control of or at the request of the owner of the affected property. This section does not modify or restrict the provisions of G.S. 105-312 concerning the appraisal of discovered property.

(d) Notwithstanding subsection (a), if a tract of land has been subdivided into lots and more than five acres of the tract remain unsold by the owner of the tract, the assessor may appraise the unsold portion as land acreage rather than as lots. A tract is considered subdivided into lots when the lots are located on streets laid out and open for travel and the lots have been sold or offered for sale as lots since the last appraisal of the property. (1939, c. 310, ss. 301, 500; 1953, c. 979, s. 5; 1955, c. 901; c. 1100, s. 2; 1959, c. 682; c. 704, s. 2; 1963, c. 414; 1967, c. 892, s. 7; 1969, c. 945, s. 1; 1971, c. 806, s. 1; 1973, c. 695, s. 10; c. 790, s. 2; 1987, c. 655; 1997-226, s. 4; 2001-139, s. 2; 2008-146, s. 1.2.)



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

April 13, 2018

HARDIN, KENNETH W

PO BOX 477

HENRICO, NC 27842

Dear Property Owner,

I am writing in reference to your parcel number 01-10293 of which HARDIN, KENNETH W owns 100%. This parcel is known as the LULA BREWER P/O 9 tract and has a physical address of 245 LULAS WAY. The assessed value has changed from \$867,029 to \$727,057. This value represents 100% of the value assessed to this parcel. Your account number is 128929.

Upon your request or upon my own initiative, I have reviewed the above parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

It is my duty to inform you that any Property Owner may appeal a decision of the County Assessor to the Board of Equalization and Review, by making your request known in writing by **May 21, 2018**. You will need to state your opinion of value of the property and provide proof supporting your opinion. Please provide a phone number where you may be contacted.

Mail your written request to Cathy Allen, Clerk to the Board of E & R, PO Box 637, Jackson, NC 27845. An appointment will be made and you will be notified of the date and time for your appearance before the Board of Equalization & Review.

Sincerely,

AVERY L. DAVIS

Chief Appraiser



# NORTHAMPTON COUNTY

## Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

April 13, 2018

HARDIN, KENNETH W

PO BOX 477

HENRICO, NC 27842

Dear Property Owner,

I am writing in reference to your parcel number 01-10294 of which HARDIN, KENNETH W owns 100%. This parcel is known as the LULA BREWER P/O 9 tract and has a physical address of NONE. The assessed value has changed from \$185,000 to \$92,500. This value represents 100% of the value assessed to this parcel. Your account number is 128929.

Upon your request or upon my own initiative, I have reviewed the above parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

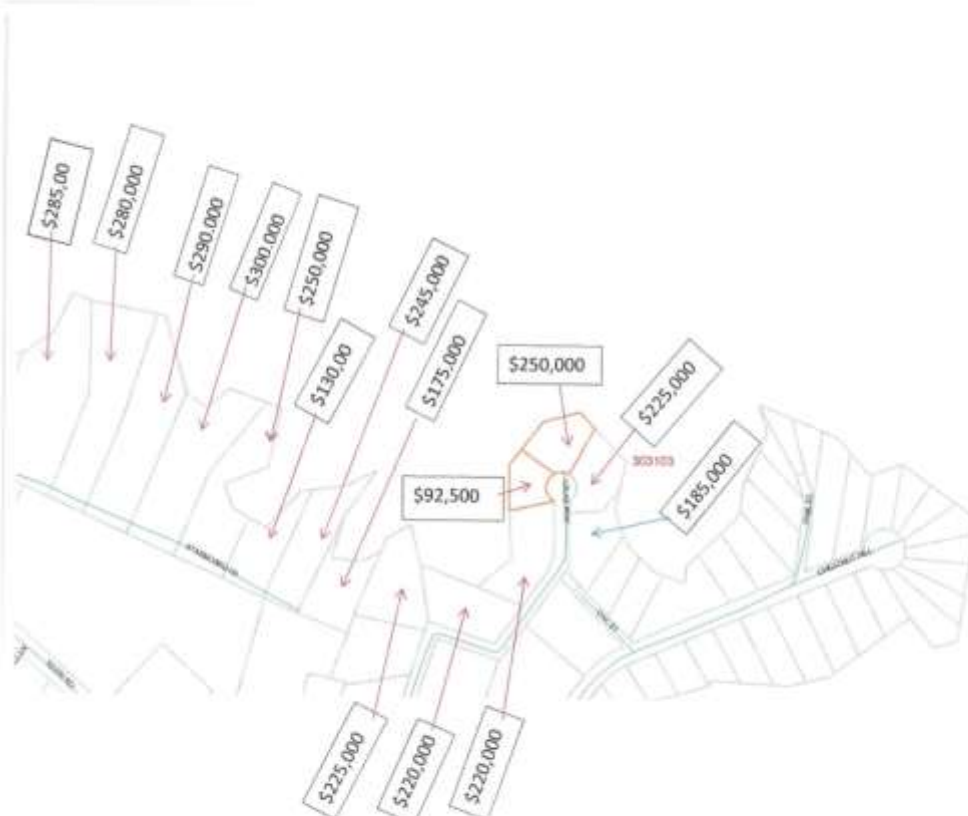
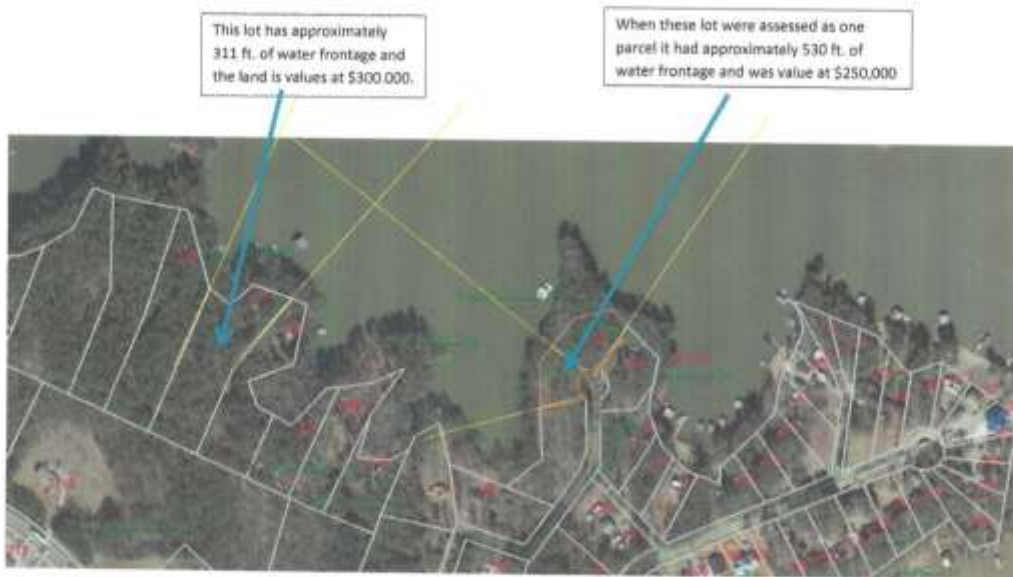
It is my duty to inform you that any Property Owner may appeal a decision of the County Assessor to the Board of Equalization and Review, by making your request known in writing by **May 21, 2018**. You will need to state your opinion of value of the property and provide proof supporting your opinion. Please provide a phone number where you may be contacted.

Mail your written request to Cathy Allen, Clerk to the Board of E & R, PO Box 637, Jackson, NC 27845. An appointment will be made and you will be notified of the date and time for your appearance before the Board of Equalization & Review.

Sincerely,

AVERY L. DAVIS

Chief Appraiser





























**Ad Valorem Tax Appeals:**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$811.64 on five (5) appeals.

A motion was made by Charles Tyner and seconded by Geneva Faulkner to approve the release or refund of Ad Valorem taxes assessed in the amount of \$811.64 on five (5) 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

DT: October 8, 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 **\$811.64** on five (5) appeals.

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

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

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

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

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

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

Respectfully submitted,

CATHY B. ALLEN  
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED \_\_\_\_\_  
DISAPPROVED \_\_\_\_\_  
OTHER \_\_\_\_\_  
SIGNATURE & DATE: \_\_\_\_\_



October 8, 2018

Ad Valorem Tax Appeals

NAME	ACCOUNT	ACTION	AMOUNT	REASON
Bowman, Daniel D Jr	127647	Release	\$ 296.71	Illegal Tax
Grettum, Audrey F	99263	Release	40.90	Illegal Tax
Johnson, Anthony	99261	Release	29.56	Illegal Tax
Luther, Mary	31202	Release	245.19	Illegal Tax
Mills, Michael	103028	Release	199.28	Illegal Tax
<b>TOTAL REFUNDS/RELEASES</b>			<b>\$ 811.64</b>	

Respectfully submitted,

CATHY B. ALLEN  
TAX ADMINISTRATOR

CBA/br

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

**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 \$689.05 on fourteen (14) appeals.

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve the release or refund of Ad Valorem taxes assessed in the amount of \$689.05 on fourteen (14) 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

FROM: CATHY B. ALLEN, TAX ADMINISTRATOR

RE: AD VALOREM TAX APPEALS (MOTOR VEHICLES)

DATE: OCTOBER 15, 2018

THIS IS A DECISION PAPER

**PURPOSE:** To obtain the Board's approval to refund Ad Valorem taxes assessed in the amount of \$689.05 on fourteen (14) 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 of 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 a 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.

Respectfully submitted,

CATHY B. ALLEN

TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

OTHER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SEPTEMBER 2018 REFUNDS

AD VALOREM TAX APPEALS  
MOTOR VEHICLE REFUND ADJUSTMENTS

NAME	ACTION	AMOUNT	REASON
BONANNO, NICHOLAS JOSEPH	REFUND	\$ 58.19	VEHICLE TOTALLED
CANADY, GLENDA JEFFERSON	REFUND	\$ 86.96	VEHICLE SOLD
CANADY, JEREMY NOLAN	REFUND	\$ 7.04	VEHICLE SOLD
CONNER, MICHAEL WAYNE	REFUND	\$ 38.34	VEHICLE SOLD
COOK, LONNIE EARL	REFUND	\$ 56.77	VEHICLE TOTALLED
EDWARDS, ALPHONZA	REFUND	\$ 47.06	VEHICLE SOLD
HARRIS, MICHAEL EUGENE	REFUND	\$ 13.11	VEHICLE SOLD
HOLLINGSWORTH, WILLIAM WADE	REFUND	\$ 1.81	VEHICLE SOLD
HUMPHREY, MICHAEL LYNN	REFUND	\$ 341.48	REG. OUT OF STATE
KING, GLENFORD RAY	REFUND	\$ 1.32	VEHICLE SOLD
MOODY, SHEILA ANN	REFUND	\$ 21.94	VEHICLE TOTALLED
OSBON, WALTER FRANKLIN	REFUND	\$ 3.40	VEHICLE SOLD
TEGL, MARSHA FAYE	REFUND	\$ 4.95	VEHICLE SOLD
WARD, TYRONE LEE JR	REFUND	\$ 6.68	VEHICLE TOTALLED

TOTAL REFUND AMOUNT	\$ 689.05
---------------------	-----------

Respectfully submitted,

CATHY B. ALLEN  
TAX ADMINISTRATOR

CBA/epj  
CC: Board of Commissioners (7)  
County Manager (1)  
Clerk to Board (6)

[illegible]

**Rental Agreement:**

Ms. Karen Lee, Recidivism Reduction Services Director, appeared before the Board to obtain approval of a Rental Agreement between United Methodist Church and Northampton Recidivism Reduction Services.

A motion was made by Geneva Faulkner and seconded by Chester Deloatch that the Board approve the proposed rental agreement. **Question Called:** *All present voting yes.* **Motion carried.**

**DECISION PAPER**

**To:** Northampton County Board of Commissioners  
**FROM:** Northampton County Recidivism Reduction Services  
**DATE:** October 9, 2018  
**Re:** Rental Agreement with United Methodist Church

---

**Purpose:**

The purpose of this decision paper is to request the Board of Commissioner's approval of the rental agreement between United Methodist Church and Northampton County's Recidivism Reduction Services.

---

**Facts:**

1. The Northampton RRS presently rent space from Newport News Shipyard Commuter's Club for the amount of \$200.00 per month in Winton, NC. United Methodist Church, Ahoskie, NC, has office space available for rent in the amount of \$100.00 per month.
  2. The proposed contract was sent to Scott Mckellar, County Attorney, for review.
- 

**DISCUSSION**

Northampton County's RRS program will use the \$1,200.00 saving to enhance the RRS programs by providing additional staff development for facilitators, increasing the rewards to offenders for perfect attendance/good behavior and purchasing additional workbooks for offenders to use during group. With an office in Ahoskie instead of Winton, offenders will be using less transportation services, therefore saving the RRS program additional money.

---

**RECOMMENDATION**

The Northampton County Recidivism Reduction Services recommends that the Board of Commissioners approve the rental agreement with United Methodist Church, Ahoskie, NC.

---

Respectfully Submitted,



Karen Lee, Director  
Recidivism Reduction Services

COORDINATION:

County Manager:

Concur Kimberly L. Durr  
Concur with comment 10/10/18  
Non-concur \_\_\_\_\_

Finance Director:

Concur Leslie A. Edwards  
Concur with comment \_\_\_\_\_  
Non-concur \_\_\_\_\_



## LEASE AGREEMENT

This Agreement is between \_\_Ahoskie United Methodist Church of \_212 W. Church St in the  
Town of \_\_Ahoskie\_\_\_\_\_, State of \_\_North Carolina\_\_ hereinafter known as the  
"Landlord"

AND

\_\_\_\_Northampton County,

hereinafter known as the "Tenant(s)" agree to the following:

**OCCUPANT(S):** The Premises are to be rented by Northampton County.

Here in after known as the "Occupant(s)".

**OFFER TO RENT:** The Landlord hereby rents to the Tenant(s), subject to the following terms  
and conditions of this Agreement, rooms in the Sanctuary Building of Ahoskie UMC with the  
following mailing address \_\_212 W. Church St in the Town of \_\_Ahoskie\_\_\_\_\_, State of  
\_\_North Carolina consisting of \_\_2\_\_ Bathrooms and \_\_2\_\_ Classrooms hereinafter known as the  
"Premises".

**FURNISHINGS:** The Premises is:

To be furnished with the following items: \_table and chairs

---

with all other furnishings needed to be provided by the Tenant(s). Any damage to the Landlord's  
furnishings shall be the liability of the Tenant(s), reasonable wear-and-tear excepted

**APPLIANCES:** The Landlord shall:

Not provide any appliances on the Premises.

**LEASE TERM:** This Agreement shall begin on the \_1st\_ day of \_\_November\_, 2018\_\_ and  
end on the \_31st\_ day of \_October\_, 2019\_\_ hereinafter known as the "Lease Term".

**RENT:** The Tenant(s) shall pay the Landlord in equal monthly installments of \$ \_\_\_\_ 100 \_\_\_\_ (US Dollars) hereinafter known as the "Rent". The Rent will be due on the 15th\_ of every month and paid via the following instructions: Check written out to Ahooskie United Methodist Church.

**LATE FEE:** If Rent is not paid on the Due Date:

There shall be no late fee if rent is late.

**FIRST (1ST) MONTH'S RENT:**

Upon the first (1<sup>st</sup>) day of the Lease Term.

**PRORATION PERIOD:** The Tenant(s):

The Tenant has agreed to help move items in the present room that the Tenant wants to use and to set up the room in a manner which is needed by the Tenant.

**SECURITY DEPOSIT:** No Security deposit is needed.

**POSSESSION:** Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

**ACCESS:** Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord.

**MOVE-IN INSPECTION:** Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s):

XX ☐ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - Agree to not inspect the Premises.

**SUBLETTING:** The Tenant(s) shall not be able to sublet the Premises.

**ABANDONMENT:** If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

**ASSIGNMENT:** Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

**PARKING:** The Landlord:

XX ☐ - Shall provide \_\_\_ parking space(s) to the Tenant(s).

**RIGHT OF ENTRY:** The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose.

**UTILITIES:** The Landlord shall provide the following utilities and services to the Tenant(s):  
\_\_\_ Heating and Air conditioning as needed for the three days a week.

Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

**MAINTENANCE, REPAIRS, OR ALTERATIONS:** The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender

the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building.

**EARLY TERMINATION:** The Tenant(s):

XX ☐ - Shall have the right to terminate this Agreement at anytime by providing at least 30 \_\_\_\_ days' written notice to the Landlord

**NOISE/WASTE:** The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

**Smoking** is Prohibited on the Premises and Common Areas.

**COMPLIANCE WITH LAW:** The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

**DEFAULT:** If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within 30 days after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter,

the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

**DISPUTES:** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**RETALIATION:** The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

**WAIVER:** A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

**HAZARDOUS MATERIALS:** The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

**INDEMNIFICATION:** To the extent allowed by law, the Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence.

**COVENANTS:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

**NOTICES:** Any notice to be sent by the Landlord or the Tenant(s) to each other shall use the following mailing addresses:

Landlord's or Agent's Mailing Address

Ahoskie UMC, 212 W. Church St, Ahoskie, NC 27910

Tenant(s)'s Mailing Address: Northampton County Recidivism Reduction Services  
P.O. Box 975, Jackson, NC 27845

---

**AGENT/MANAGER:**

The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at: Telephone \_\_910-262-3831

E-Mail \_\_revbillh@nccumc.org

**PREMISES DEEMED UNINHABITABLE:** If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

**GOVERNING LAW:** This Agreement is to be governed under the laws located in the State of \_\_North Carolina.

**ENTIRE AGREEMENT:** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on the \_\_ day of \_\_\_\_\_,  
20\_\_.

**Landlord's Signature** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

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

**Tenant:**

Northampton County

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

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

Robert V. Carter, Chair

Board of Commissioners

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) *Russell T. Edwards*  
Finance Officer

## AMOUNT (\$) DUE AT SIGNING

First (1st) Month's Rent: \$ 100 (US Dollars)



**Resolution Awarding Service Sidearm and Badge to Lt. Hawkins.:**

Mr. Jack Smith, Sheriff, appeared before the Board to obtain approval of a Resolution Awarding Service Sidearm and Badge to Retiring Lt. Barbara Hawkins.


A motion was made by Fannie Greene and seconded by Chester Deloatch to approve the Resolution Awarding Service Sidearm and Badge to Retiring Lt. Barbara Hawkins. **Question Called:** *All present voting yes.* **Motion carried.**



**OFFICE OF THE SHERIFF  
NORTHAMPTON COUNTY**

**JACK E. SMITH, SHERIFF**

P.O. BOX 176  
JACKSON, NC 27845  
Phone: (252)534-2611  
Fax: (252)534-1408

**Date: October 3, 2018**  
**To: Ms. Kimberly L. Turner, County Manager**  
**From: Sheriff Jack Smith**   
**Ref: Lt. Barbara Hawkins's Badge and Service Weapon**

Lt. Barbara Hawkins is retiring from the Northampton County Sheriff's Office with 30 years of service on 10/31/2018. I am requesting that Lt. Barbara Hawkins's issued gold Lieutenant badge and service weapon, Sig Sauer SP2022 9MM handgun serial# 24B346705, be turned over to her along with two ammo magazines.



Sheriff Jack Smith

# *Northampton County*

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

BOARD OF COMMISSIONERS

P. O. BOX 808

JACKSON, N. C. 27845

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

## **RESOLUTION AWARDING BADGE AND SERVICE SIDEARM TO RETIRING LIEUTENANT BARBARA L. HAWKINS**

**WHEREAS**, Lieutenant Barbara L. Hawkins served the Northampton County Sheriff's Office from 1988 to 2018; and,

**WHEREAS**, Lieutenant Barbara L. Hawkins has dedicated her life to law enforcement and public service in Northampton County; and,

**WHEREAS**, NC G.S. 20-187.2 provides that retiring members of county law enforcement agencies may receive, at the time of their retirement, the badge and sidearm worn or carried by them during their service with the County; and,

**WHEREAS**, in accordance with NC G.S. 20-187.2, the attached permit has been issued on the following weapon: Sig Sauer SP2022 9mm, Serial # 24B346705 and this weapon is officially declared as surplus.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Northampton County does hereby declare said property as surplus and in accordance with the provisions of NC G.S. 20-187.2, authorizes the transfer of the badge and above referenced service sidearm to Lieutenant Barbara Hawkins at no cost in honor of her retirement.

**Adopted this 15<sup>th</sup> day of October 2018.**

\_\_\_\_\_  
Robert V. Carter, Chairman  
Northampton County Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Komita Hendricks, Clerk to the Board

**§ 20-187.2. Badges and service side arms of deceased or retiring members of State, city and county law-enforcement agencies; weapons of active members.**

(a) Surviving spouses, or in the event such members die unsurvived by a spouse, surviving children of members of North Carolina State, city and county law-enforcement agencies killed in the line of duty or who are members of such agencies at the time of their deaths; and retiring members of such agencies shall receive upon request and at no cost to them, the badge worn or carried by such deceased or retiring member. The governing body of a law-enforcement agency may, in its discretion, also award to a retiring member or surviving relatives as provided herein, upon request, the service side arm of such deceased or retiring members, at a price determined by such governing body, upon determining that the person receiving the weapon is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law, or if the weapon has been rendered incapable of being fired. Governing body shall mean for county and local alcohol beverage control officers, the county or local board of alcoholic control; for all other law-enforcement officers with jurisdiction limited to a municipality or town, the city or town council; for all other law-enforcement officers with countywide jurisdiction, the board of county commissioners; for all State law-enforcement officers, the head of the department.

(b) Active members of North Carolina State law-enforcement agencies, upon change of type of weapons, may purchase the weapon worn or carried by such member at a price which shall be the average yield to the State from the sale of similar weapons during the preceding year.

(c) For purposes of this section, certified probation and parole officers shall be considered members of a North Carolina State law enforcement agency. (1971, c. 669; 1973, c. 1424; 1975, c. 44; 1977, c. 548; 1979, c. 882; 1987, c. 122; 2013-369, s. 19; 2016-77, s. 9(b).)



# OFFICE OF THE SHERIFF NORTHAMPTON COUNTY

**JACK E. SMITH, SHERIFF**

P.O. BOX 176  
JACKSON, NC 27845  
Phone: (252)534-2611  
Fax: (252)534-1408

This is to certify that on November 1<sup>st</sup> 2018 the service weapon Sig Sauer, SP2022, 9mm serial# 24B346705 belonging to Lt. Barbara Hawkins was transferred from Northampton County Sheriff Office by Sheriff Jack E. Smith to the personal ownership of Lt. Barbara Hawkins.

Barbara Hawkins  
Lt. Barbara Hawkins

Sheriff Jack Smith  
Sheriff Jack Smith

State of North Carolina

County of Northampton

Sworn and subscribe before me, this the 8<sup>th</sup> day of October, 2018.

Cheryl T. DeLoatch

Notary Public

My Commission expires 05/23/2023



**PERMIT TO PURCHASE/RECEIVE A HANDGUN**

State of North Carolina

NORTHAMPTON County

Permit Number 5B4SDJHBQ-I

I, JACK E. SMITH, Sheriff of said County, do hereby certify that I have conducted a criminal background check of the applicant, BARBARA LASSITER HAWKINS, whose place of residence is 3464 NC HWY 305 in RICH SQUARE (or) in \_\_\_\_\_ Township, NORTHAMPTON County, North Carolina, and have received no information to indicate that it would be a violation of State or federal law for the applicant to purchase, transfer, receive, or possess a handgun. The applicant has further satisfied me as to his, her (or) their good moral character. Therefore, a permit is issued to BARBARA LASSITER HAWKINS to purchase one pistol from any person, firm or corporation authorized to dispose of the same.

This permit expires five years from its date of issuance listed below.

Issued this the 8TH day of OCTOBER, 20 18.

Expires the 8TH day of OCTOBER, 20 23.



Jack E. Smith  
Sheriff of NORTHAMPTON County

**Budget Amendments:**

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of Budget Amendments #6 to 8 for Fiscal Year 2018-2019.

A motion was made by Geneva Faulkner and seconded by Fannie Greene that the Budget Amendments #6 to 8 be adopted as presented. **Question Called:** *All present voting yes.*  
**Motion carried.**

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

## BUDGET AMENDMENT

DATE 10/09/18

JE-NO 6

[illegible]

PREPARED BY Leslie Edwards POSTED BY \_\_\_\_\_

APPROVED BY Kimberly L. ... 10/11/12

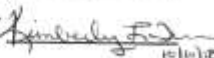
DATE 10/09/18

BOARD APPROVED



**BUDGET AMENDMENT**DATE 10/09/18JE-NO 7

GENERAL LEDGER ACCOUNT NUMBER		INCREASE	TO AMEND BUDGET	INCREASE
			<b>Cooperative Extension</b>	
114950	529008	1,558.00	Oil Recycling	
114950	529502	1,703.00	4-H Grant	
114950	531106	2,546.00	Travel Contributions	
114950	531108	198.00	Oil Recycling Travel	
114956	529000	987.52	Nourishing NC Grant	
115866	529000	828.85	Ag Carolina Grant - Supplies	
115866	555000	3,000.00	Ag Carolina Grant - Equipment	
114955	529000	439.08	Supplies - Animal Ag Day	
114955	531100	150.00	Travel - Animal Ag Day	
114955	543200	716.79	Equipment - Animal Ag Day	
114955	545100	109.70	Liability Insurance - Animal Ag Day	
113990	499000		Fund Balance Appropriated	12,236.94
			To move unexpended Grant Funds forward from prior year.	
		12,236.94		12,236.94

PREPARED BY Leslie Edwards POSTED BY \_\_\_\_\_APPROVED BY DATE 10/09/18

BOARD APPROVED \_\_\_\_\_



**Update on Audit:**

Ms. Kimberly Turner, County Manager, also provided the Board with information in regards to the Audit for FY 2015-2016.

**Resolution to Apply for CDBG-Infrastructure Funding for Barrow's Wastewater Project:**

Mr. Gary Brown, EDC Director, appeared before the Board to obtain approval to apply for Community Development Block Grant-Infrastructure funding from the North Carolina Department of Environmental Quality for the Barrow's Mill Road Wastewater Project.

A motion was made by Geneva Faulkner and seconded by Chester Deloatch to approve to apply for Community Development Block Grant-Infrastructure funding from the North Carolina Department of Environmental Quality for the Barrow's Mill Road Wastewater Project. **Question Called: All present voting yes. Motion carried.**

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

### **Decision Paper**

To: Northampton County Board of Commissioners  
From: Gary Brown, Northampton County Economic Development Commission  
Date: October 9, 2018  
Subject: Resolution of the Board of Commissioners in Support of the CDBG-I Funding Application for the Barrow's Mill Road Wastewater Project

#### **PURPOSE:**

To secure approval of the Northampton County Board of Commissioners of a Resolution to apply for Community Development Block Grant - Infrastructure funding from the North Carolina Department of Environmental Quality for the Barrow's Mill Road Wastewater Project.

#### **FACTS:**

1. At the September 17, 2018 meeting of the Northampton County Board of Commissioners, authorized staff to proceed in preparing an application for Community Development Block Grant – Infrastructure (CDBG-I) funding to provide wastewater (sewer service) to twelve residences in the Barrow's Mill Road community. All of the households to be served by the project are experiencing failing septic systems. 90% of the resident households are low and moderate-income individuals based on individual household surveys previously performed by Northampton County.
2. The CDBG-I project will involve installation of gravity sewer collector service, construction of a wastewater pump station, and installation of a wastewater force main to connect with the Town of Jackson's wastewater system.
3. Consistent with requirements of the North Carolina Department of Environmental Quality, a Resolution of the Board of Commissioners (copy attached) in support of the funding application is required as a part of the complete CDBG-I application package

#### **RECOMMENDATION:**

Staff recommends the approval of the Northampton County Board of Commissioners as follows:

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

- 1: Approve the Resolution in support of the application to the North Carolina Department of Environmental Quality for CDBG – Infrastructure funding for the Barrow's Mill Road Wastewater Project; and,
2. Authorize the Chairman, the County Attorney, County Manager and other staff as appropriate to execute all subsequent related documents as may be necessary to administer the project.

Decision Paper: Resolution, CDBG-I Funding Application, Barrows Mill Road Wastewater Project  
October 9, 2018  
Page 2

**ROUTED FOR CONCURRENCE/COMMENT TO:**

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly Turner Non-Concur: \_\_\_\_\_  
10/9/18

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

*Northampton County*  
"A GREAT PLACE TO RAISE FAMILIES, PROFITS AND EXPECTATIONS"  
BOARD OF COMMISSIONERS  
P. O. BOX 808  
JACKSON, N. C. 27845  
PHONE (252) 534-2501 • FAX (252) 534-1168

**RESOLUTION BY GOVERNING BODY OF NORTHAMPTON COUNTY**

- WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, has established the U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, and has authorized the making of grants to aid eligible units of government in funding the cost of construction, replacement, or rehabilitation of water and wastewater infrastructure, and that the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Infrastructure (DWI) was delegated the authority by the state legislature to administer the water and wastewater infrastructure portion of the state grant monies received from the U.S. HUD CDBG program by Session Law 2013-360, Section 15.15(a) as amended by Section 5.3 of Session Law 2013-363, and
- WHEREAS, Northampton County has need for and intends to construct a wastewater collection system project described as the Barrows Mill Road Sewer Project, and
- WHEREAS, Northampton County intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF NORTHAMPTON COUNTY:**

That Northampton County, the **Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Mr. Robert V. Carter, Chairman and successors so titled and Kimberley Turner, County Manager and successors so titled, the **Authorized Officials**, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Officials**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 15<sup>th</sup> Day of October 2018 at Jackson, North Carolina.

---

Robert V. Carter

Chairman, Northampton County Board of Commissioners

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Northampton County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Northampton County Board of Commissioners duly held on the 15<sup>th</sup> day of October, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October 2018.

---

Komita Hendricks

---

Clerk to the Board

**Secure Anonymous & Fair Employee Hotline Service Policy:**

Ms. Kimberly Turner, County Manager, appeared before the Board to obtain approval of the Secure Anonymous & Fair Employee Hotline Services Policy for County employees.

A motion was made by Geneva Faulkner and seconded by Fannie Greene to approve the Secure Anonymous & Fair Employee Hotline Services Policy for County employees. **Question Called:**  
**All present voting yes. Motion carried.**

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



## **Secure Anonymous & Fair Employee Hotline Services Policy**

### **Introduction**

**SAFE** Hotline offers a 24/7/365 anonymous and confidential formal complaint hotline for active employees only. This is an anonymous and confidential ethics reporting service as a means for employees to report potential fraud, ethics violations and other concerns. We want the employee of Northampton County Local Government to know that we take your complaints seriously. Our anonymous employee hotline (**SAFE**) gives the employees an outlet to lodge complaints while maintaining their anonymity.

### **Purpose**

This formal complaint process is designed to resolve problems, issues or complaints that cannot be resolved informally through working with the appropriate supervisor(s) and department head. Although the process is confidential, if specific people are identified as potential causes for workplace problems, they will be notified of the specific issues or complaints. If there is a specific complaint, the complainant's identity cannot be withheld from the person they are identifying as the source of a problem.

Disciplinary action resulting from this complaint will be applied only after the complaint has been fully investigated. During this process, the complainant and all parties identified as sources of the problem are not to contact each other about the complaint, unless this is arranged as part of the resolution. Retaliation against the complainant is expressly forbidden. Disciplinary action up to and including termination will be applied for all violations of this policy.

### **Timelines**

The formal complaint procedure is set up to take no more than 30 working days. To have remedy under this formal complaint process, complaints must be filed within six months of the last incident. Complaints filed more than six months after the last incident will not be accepted.

### **Applicability**

Only a regular full-time or part-time employee, i.e. one who has completed his/her probationary period, is entitled to initiate the formal complaint procedure.

### **How to File a Formal Complaint**

The complainants call the hotline (252) 534-1411 or dial extension 440.

***Important Note:** Workplace conflicts that allege violations of employment laws, equal opportunity laws or affirmative action violations (or County policies related to these laws) will be referred to the County's Discrimination and Harassment complaint process.*

---

County Manager

---

Date

**Appointment to Northampton Memorial Library Board:**

Ms. Turner provided the Board with information regarding boards that have members with expired term dates. She reminded everyone that we currently have a lot of need for citizen participation and to please encourage them to fill out an application.

**Management Matters:**

Ms. Turner appeared before the Board to request that Veterans Day's observed by the county be changed from November 9, 2018 to November 12, 2018.

A motion was made by Chester Deloatch and seconded by Charles Tyner to approve the request that Veterans Day's be observed on November 12, 2018. . **Question Called: All present voting yes. Motion carried.**

Ms. Turner also provided the Board with an explanation of a memo that was sent to the Economic Development Commission Board in regards to the reorganization of the Economic Development Department.

Ms. Turner also appeared before the Board to obtain approval of the sale of Boone's grocery for \$75,000. She explained that it was advertised on September 25, 2018 and received no upset bids.

A motion was made by Charles Tyner and seconded by Geneva Faulkner to approve the sale of Boone's grocery for \$75,000. **Question Called: All present voting yes. Motion carried.**

**Citizens/Board Comments:**

*Chairman Carter called for Citizens Comments.*

Mrs. Shirley Kwasikpui, Chairwoman of the Northampton County Recreation Advisory Board, appeared before the Board to invite them to the 6<sup>th</sup> Annual All Hallow's Eve Spooktacular on October 24, 2018 from 7pm until 9pm.

*Chairman Carter called for Board Comments.*

Commissioner Tyner thanked everyone for attending the meeting. He also stated that he takes this job seriously and asked everyone to continue to pray for this Board.

Commissioner Greene had no comments.

Commissioner Deloatch thanked everyone for coming.

Commissioner Faulkner also thanked everyone for coming. She encouraged everyone to attend the ribbon cutting ceremony for A Price was paid the History of W.S. Creecy High School an Exhibition on October 20, 2018 at 12pm at the Northampton Memorial Library. She also made remarks about the new grocery store coming to Jackson.

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

---

Komita Hendricks, Clerk to the Board  
“r.m. 10-15-18”