

**REGULAR SESSION MINUTES OF THE  
PAMLICO COUNTY BOARD OF COMMISSIONERS  
MONDAY, SEPTEMBER 18, 2017**

The Pamlico County Board of Commissioners met in regular session on Monday, September 18, 2017 at 7:00 pm in the Patsy H. Sadler Room of the Pamlico County Courthouse. All Commissioners were present with the exception of Commissioner Paul Delamar. Also present were County Attorney Dave Baxter, County Manager Tim Buck, Finance Officer Bill Fentress, and Clerk to the Board Courtney L. Norfleet.

Vice-Chairman Pat Prescott called the meeting to order.

Vice-Chairman Pat Prescott asked if there were any corrections, additions, and/or deletions to the regular and closed session minutes of the September 5, 2017 meeting. There being none, on a motion made by Commissioner Candy Bohmert and seconded by Commissioner Ed Riggs, the following resolution was unanimously approved.

**BE IT RESOLVED, the regular and closed session minutes of the Monday, September 5, 2017 meeting are hereby approved with the Chairman's signature authorized thereon.**

The Board then turned their attention to the Correspondence Agenda.

On a motion made by Commissioner Carl Ollison and seconded by Commissioner Candy Bohmert, the following resolutions were unanimously approved.

**BE IT RESOLVED, the Tax Collection Agreements with Towns are hereby approved.**

NORTH CAROLINA

**INTERLOCAL TAX COLLECTION AGREEMENT**

PAMLICO COUNTY

This **INTERLOCAL TAX COLLECTION AGREEMENT** made and entered into as of the Contract Date, and effective as of the Effective Date by and between **PAMLICO COUNTY**, a body politic and corporate of the State of North Carolina, and the **TOWN OF \_\_\_\_\_**, a municipal corporation of the State of North Carolina;

**WITNESSETH:**

**ARTICLE 1  
DEFINITIONS**

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The

defined terms appearing in this Article are set forth in the Agreement in boldface type and in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical boldfaced and capitalized form. Otherwise, the meaning shall be used in the context of the sentence in which it appears and not necessarily that as defined herein.

**1.1 “Agreement”** – means this Interlocal Tax Collection Agreement.

**1.2 “Contract Date”** – means and refers to the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**1.3 “County”** – means and refers to Pamlico County, a body politic and corporate of the State of North Carolina.

**1.4 “Effective Date”** – means and refers to July 1, 2017.

**1.5 “Town”** – means and refers to the Town of Mesic, a municipal corporation of the State of North Carolina.

## **ARTICLE 2**

### **Authority for the Agreement**

This Agreement is entered into pursuant to the authority set forth in the General Statutes of North Carolina, including, but not limited to N.C.G.S Chapter 160A Article 20, Part 1, “*Interlocal Corporation.*”

## **ARTICLE 3**

### **Tax Office Consolidation**

**3.1** The County and Town tax offices will be consolidated under the jurisdiction of the County for tax collections effective as of the Effective Date.

**3.2** In so far as practicable, and permitted by law, all steps in the collecting of County and Town taxes shall be combined to the end of consolidation of the two tax collecting departments shall be given the full scope authorized by law.

## **Article 4**

### **County Services**

**4.1** The County shall list, bill, and collect all ad valorem taxes due to the Town with exception of 13.1, including current and previous years’ taxes, interests, penalties, and costs. The County will seek a thorough listing of taxable property and will aggressively seek collection of current taxes due to the Town and delinquent taxes due to the Town after 2008. The County will maintain adequate qualified personnel and other resources to carry out these functions in an accurate, efficient, and timely manner. County tax office records shall be maintained in a manner which segregates information related to taxes due to and collected for the Town.

## **Article 5**

### **Tax Collector Appointment**

**5.1** The County Tax Collector is also designated as tax collector for the Town of Mesic, with all the powers, authority, duties, and responsibilities accompanying that office, as set forth in G.S. §§105-349 and 105-350. The Tax Collector shall be under the sole jurisdiction of the County Board of Commissioners. References to County responsibilities in this Agreement shall include the County acting through its Tax Administrator and/or Tax Collector.

**5.2** The Town shall maintain, appoint and bond its own tax collector under the sole jurisdiction of the Town Council, as relating to taxes delinquent prior to 2008.

## **Article 6** **Continuing Cooperation**

**6.1** The County and Town staffs will communicate and cooperate regularly on matters affecting the operation of the consolidated tax office, including listing and collection practices, funds management, reporting, delinquent collections, lien sales, foreclosures, releases, and records. The County Manager and County Tax Administrator and the Town Tax Collector and Town Finance Director shall function as an interlocal liaison committee for this purpose and for consideration of operational improvements. Questions involving interpretation, administration, or supplementation of this Agreement shall be initially referred to this committee for resolution or recommendation.

**6.2** The County and Town mutually acknowledge that in order for the cooperative undertaking to be and remain advantageous to both jurisdictions, existing collection rates, cumulative collection schedules and cash flow for each unit must be maintained or improved and net tax billing and collection costs must be stabilized or reduced.

## **Article 7** **Records and Maps**

**7.1** The Town shall have full access to maps, abstracts, bills, receipts, and other records or documents generated by the county Tax Office which are related to town taxes. The Town shall have a right to copies, at cost, of maps, aerial photographs, and other public record generated in connection with the county Tax office operations. If this Agreement is terminated, the Town shall have the right to copies, in a convenient and useful form, of all county Tax Office information related to Town taxes.

## **Article 8** **Reports**

**8.1** The County will provide the Town with monthly reports and reasonable special reports of assessed valuations, discoveries, releases, levies, collections, and collections in comparison to budgeted revenue in a form mutually agreed upon by the Town and County. The County will, as soon as possible each year, provide the Town with an estimate of valuations, levies, and collections for the upcoming fiscal year. The Tax Collector will provide the Town Council with an annual settlement report and any other reports required by law.

**Article 9**  
**Listing**

**9.1** The County will thoroughly list all property within the Town which is subject to taxation. Taxes will be listed in a manner which carefully, clearly, and accurately identifies all property subject to Town taxes. Property listing procedures will insure accurate identification of all property subject to Town taxes (e.g. listing of Town and non-Town personal property on separate abstracts). The County will cooperate in providing listing information, such as vehicle identification numbers, helpful in insuring a complete levy and assisting collection of other Town revenues. The Town will promptly advise the County tax office of all annexations or other alterations to its corporate limits and provide good maps of such changes. The Town will cooperate by providing the County with any building permit data or other reasonable information which will assist the County in the efficient and accurate listing and assessment of property.

**Article 10**  
**Billing**

**10.1** Town tax bills will be mailed as early as possible each year (no later than September 1, if possible). Taxes due to both taxing units shall be included on a single tax bill, separately identified.

**Article 11**  
**Collections and Deposits**

**11.1** All Towns taxes collected (including principal, interest penalties, costs) shall be credited monthly, to the Town's central depository, unless the Town requests otherwise. Deposit reporting shall be made in a mutually agreed manner. When partial payments are received, the amounts shall be credited proportionately to the amount of taxes due to the county and town respectively. Proceeds from penalties, interest, foreclosures, sales, settlements, costs, or other amounts collected shall be apportioned to the Town and County in proportion of each taxing unit's share of the principal amounts which were the basis for the collection.

**Article 12**  
**Releases; Exemptions and Exclusions; Discovered Property**

**12.1** Town taxes proposed for release and refund shall be presented to the Pamlico County Board of Commissioners at reasonable intervals for their consideration and action under the provisions of state law. No Town taxes shall be adjusted, or released or refunded except by action of the Pamlico County Board of Commissioners. Release, adjustment and refund requests and adjustment requests shall be accompanied by adequate information concerning ownership, property, valuation, levy, and the reasons and the authority for the proposed release or adjustment. (References: G.S. §§105-312(k), 105-380, 105-381, 105-381(b)).

**12.2** Applications from tax payers authorized by law to have their property considered for the exemption or exclusion from ad valorem taxes, coming before the Tax Assessor shall be considered by him/her for both the County and the Town.

**12.3** Requests by tax payers to be released from taxes and penalties imposed upon discovered property under G.S. §105-312(k), shall be considered by the Pamlico County Board of Commissioners and its decision shall be reported to the Town.

**Article 13**  
**Foreclosures**

**13.1** The County legal department shall, at the direction of its governing body, bring actions for foreclosure of tax liens on delinquent taxes, except that the Town shall have the option of having its own counsel pursue foreclosure of taxes owed only to the Town. The cost of foreclosure actions shall be borne proportionately by each taxing unit in relation to its share of the delinquent amount due. In the event of any joint tax foreclosure concluded by the county attorney, the parties agree that each party shall be notified of the date and time of the sale. The Tax Collector shall annually notify the Town of all tax accounts which will become nine years delinquent during that year.

**Article 14**  
**Bonds**

**14.1** Separate bonds shall be given by the Tax Collector and his personnel to the respective taxing unit as required by law. Each taxing unit shall approve the bonds given for its protection and shall pay the premiums for same.

**Article 15**  
**Audits**

**15.1** All county tax records shall be audited annually by an independent certified public accountant selected by the County. Adequate procedures and internal controls will be employed to insure that an audit trail is present and that necessary auditing procedures and tests can be performed. The Town, may at its own expense, arrange for auditing of records relating to Town taxes.

**Article 16**  
**Payment of Services**

**16.1** The County shall be compensated for services provided under this Agreement under the following formula:

2% of all collections on the current and delinquent levies for non-DMV taxes; and 1.5% of all DMV collections.

This formula shall be applied to all principal, interest, penalties, and costs collected. Compensation shall be paid monthly based on collection reports provided by the County, unless otherwise mutually agreed.

**Article 17**  
**Effective Date and Term**

**17.1** This Agreement shall be initially effective for the 2017 listing of all taxes and the collection of fiscal 2017-2018 tax levies, including all necessary work or actions related thereto, following its approval by the Town and County governing boards and its execution by authorized officials. The term of the Agreement shall be from fiscal year to fiscal year.

**Article 18**  
**Annual Review**

**18.1** The liaison committee shall annually review the results of this undertaking, the provisions of this Agreement, and the terms of compensation, and shall report to the respective governing boards any recommended changes.

**Article 19**  
**Duration and Termination**

**19.1** This Agreement shall continue in effect from year to year unless terminated as provided herein.

**19.2** This Agreement may be terminated by either party upon written notice authorized by its governing body to the other party prior to March 1 of that year. If such notice is given, the Agreement shall be terminated on the following June 30 or such later date as may be mutually agreed. This Agreement may be terminated upon 30 days notice by either party if the other party has failed to fulfill its obligations under the Agreement in a manner which seriously affects the financial security or stability of the terminating party.

**Article 20**  
**Miscellaneous**

**20.1 Entire Agreement; Modification:** This agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument in writing executed by both parties.

**20.2 Notices and Communications:** Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or by recognized courier or mailed by certified mail, postage prepaid, and addressed to the addressee at the last known mailing address unless such addressee has notified the other in writing of a different address.

**20.3 Non-Waiver:** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**20.4 Headings:** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

**20.5 Governing Law:** This Agreement shall be construed in accordance with and governed by the Laws of the State or North Carolina.

**20.6 Counterparts:** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**20.7 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

**20.8 Consideration:** The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

**20.9 Condition Precedent:** This Agreement shall not be binding on either party until the same has in fact been duly executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of each parties.

**PAMLICO COUNTY**

BY: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**TOWN OF \_\_\_\_\_**

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

**BE IT RESOLVED, the request from the ABC Board to retain \$10,000 in sales to be placed into a building/repair fund is hereby approved.**

**BE IT RESOLVED, the request to apply for CDBG Grant is hereby approved.**

**BE IT FURTHER RESOLVED, the Public Hearings are hereby approved to take place on October 2, 2017 and October 16, 2017.**

There being no further business, on a motion made by Commissioner Ann Holton and seconded by Commissioner Candy Bohmert, the Board adjourned until Monday, October 2, 2017 at 7:00 pm.

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Chairman

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Clerk to the Board