

Bertie County Board of Commissioners



April 3, 2017

	Ronald “Ron” Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V

Bertie County Board of Commissioners



**April 3, 2017
1:00 PM**

	Ronald "Ron" Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V

BERTIE COUNTY BOARD OF COMMISSIONERS

April 3, 2017

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

1:00 – 3:00 “Report to the People” report by Cooperative Extension Director, William “Billy” Barrow, Heritage House Restaurant

3:00 – 4:00 Tour – proposed temporary Lawrence Memorial Library location – Food Lion Shopping Center, previous temporary Post Office

4:00-4:05 Call to Order and Welcome by Chairman Trent

4:05-4:15 Invocation and Pledge of Allegiance by Vice Chairman Bazemore

4:15–4:25 Public Comments (3 minute time limit per speaker)

(A)

***** APPOINTMENTS *****

4:25 – 4:35 (1) Presentation by Dr. Karen Ray about the 350th Albemarle Anniversary Celebration in 2018

4:35 – 4:45 (2) Update by Venita Thompson, Council on Aging Director, about the home based meal program

4:45 – 4:55 (3) Bertie County Schools Superintendent, Dr. Steven Hill, will provide updates from March 20th re: deficit reduction plan

4:55 – 5:05 (4) Update and discussion about upcoming 2017 Board of Equalization and Review meeting dates by Tax Administrator, Jodie Rhea

Board Appointments (B)

- 1. There are no Board Appointments.

Consent Agenda (C)

- 1. Approve Minutes for Regular Meeting 3-20-17
- 2. Approve Minutes for Work Session 3-20-17
- 3. Register of Deeds Fees Report – March 2017
- 4. Officially accept surplus property bid for 603 Holley Avenue in Windsor
- 5. Approve amount for 2017 Relay for Life donation – 2016’s donation was \$2,000
- 6. Budget Amendment

*****OTHER ITEMS*****

Discussion Agenda (D)

- 1. Discuss timeframe for completion of lease, and opening of temporary Lawrence Memorial Library location – Food Lion Shopping Center
- 2. Discuss PARTF grant reimbursement conditions
- 3. Water District III – Agribusiness extension proposal
- 4. Discuss appreciation lunch for faith based community leaders and volunteers for both Tropical Storm Julia and Hurricane Matthew
- 5. Discuss sponsorships for upcoming community events:
 - a. NAACP 34th Annual Freedom Fund Banquet – April 15, 2017
 - b. Three Hundred Years of Indian Woods, 1717-2017: North Carolina’s Tuscarora Reservation – October 7-9, 2017

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

Closed Session

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Adjourn



Bertie County

WS#1

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: Work Sessions #1

DEPARTMENT: Governing Body

SUBJECT: "Report to the People," by Cooperative Extension Director,
William "Billy" Barrow

COUNTY MANAGER RECOMMENDATION OR COMMENTS: No action required.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): No action required.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: Work Session #2

DEPARTMENT: Governing Body

SUBJECT: Tour – proposed temporary Lawrence Memorial Library location – Food Lion Shopping Center, previous temporary Post Office

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Bertie County Board of Commissioners



**April 3, 2017
4:00 PM**

	Ronald "Ron" Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V

BERTIE COUNTY BOARD OF COMMISSIONERS

April 3, 2017

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

1:00 – 3:00 “Report to the People” report by Cooperative Extension Director, William “Billy” Barrow, Heritage House Restaurant

3:00 – 4:00 Tour – proposed temporary Lawrence Memorial Library location – Food Lion Shopping Center, previous temporary Post Office

4:00-4:05 Call to Order and Welcome by Chairman Trent

4:05-4:15 Invocation and Pledge of Allegiance by Vice Chairman Bazemore

4:15–4:25 Public Comments (3 minute time limit per speaker)

(A)

***** APPOINTMENTS *****

4:25 – 4:35 (1) Presentation by Dr. Karen Ray about the 350th Albemarle Anniversary Celebration in 2018

4:35 – 4:45 (2) Update by Venita Thompson, Council on Aging Director, about the home based meal program

4:45 – 4:55 (3) Bertie County Schools Superintendent, Dr. Steven Hill, will provide updates from March 20th re: deficit reduction plan

4:55 – 5:05 (4) Update and discussion about upcoming 2017 Board of Equalization and Review meeting dates by Tax Administrator, Jodie Rhea

Board Appointments (B)

- 1. There are no Board Appointments.

Consent Agenda (C)

- 1. Approve Minutes for Regular Meeting 3-20-17
- 2. Approve Minutes for Work Session 3-20-17
- 3. Register of Deeds Fees Report – March 2017
- 4. Officially accept surplus property bid for 603 Holley Avenue in Windsor
- 5. Approve amount for 2017 Relay for Life donation – 2016’s donation was \$2,000
- 6. Budget Amendment

*****OTHER ITEMS*****

Discussion Agenda (D)

- 1. Discuss timeframe for completion of lease, and opening of temporary Lawrence Memorial Library location – Food Lion Shopping Center
- 2. Discuss PARTF grant reimbursement conditions
- 3. Water District III – Agribusiness extension proposal
- 4. Discuss appreciation lunch for faith based community leaders and volunteers for both Tropical Storm Julia and Hurricane Matthew
- 5. Discuss sponsorships for upcoming community events:
 - a. NAACP 34th Annual Freedom Fund Banquet – April 15, 2017
 - b. Three Hundred Years of Indian Woods, 1717-2017: North Carolina’s Tuscarora Reservation – October 7-9, 2017

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

Closed Session

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Adjourn



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: A-1

DEPARTMENT: Governing Body

SUBJECT: Presentation by Dr. Karen Ray about the 350th Anniversary Celebration in 2018

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: A-2

DEPARTMENT: Governing Body

SUBJECT: Update by Venita Thompson, Council on Aging Director, about the homebased meal program

COUNTY MANAGER RECOMMENDATION OR COMMENTS: FYI only.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): FYI only.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Home & Community Care Block Grant Update

July 1, 2016 – February 28, 2017

<u>SERVICE</u>	<u>BUDGETED AMOUNT (F/S ONLY)</u>	<u>GROSS YTD EXPENDITURES</u>	<u>% USED</u>
Medical Transportation	\$ 2,900	\$ 1,784	55%
General Transportation	\$13,000	\$18,249 (\$-582) *CS	71%
Congregate Nutrition	\$50,000	\$35,414 (\$-5,076) *CS	55%
Home-Delivered Meals	\$44,000	\$29,461 (\$-2,473) *CS	55%
Housing & Home Improve.	\$38,300	\$48,505	71%
Senior Center Operations	\$16,000	\$14,224	71%
In-Home Personal Care	\$41,700	\$43,500	71%

AS OF FEBRUARY 2017, WE SHOULD HAVE BEEN AT 67%

- CS = Cost Sharing has to be subtracted from the expenditures

NORTH CAROLINA DIVISION OF AGING AND ADULT SERVICES

ZGA537-3 - SERVICE INFORMATION REPORT by COUNTY

PRINT DATE: 03/27/2017 5:29:08PM

FISCAL YEAR: 2017

Region: All

County: All

Provider: Q009

	UNITS SERVED	PEOPLE SERVED	AT/BELOW POVERTY LEVEL
COUNTY: 008 - Bertie			
CONGREGATE NUTRITION	6,388	158	59
HOME DELIVERED MEALS	5,346	49	26
HOUSING AND HOME IMPROVEMENT	48,505	34	22
IN-HOME LEVEL 2 - PERSONAL CARE	3,082	19	8
TRANSPORTATION	1,837	24	14
TRANSPORTATION (MEDICAL)	180	3	1

Eligibility For Nutrition Services (Federal & State Requirements)

The term “homebound” is clarified in federal OAA rules as “homebound by reason of illness or incapacitating disability” [45 CFR 1321.69(a)]. Inevitably there are questions about how homebound you have to be to receive home-delivered meals, even when you are talking about chronically disabled people who leave their homes only for short periods of time or infrequently. This question has also been an issue for Medicare services in the past, when leaving the home for any reason other than a medical one could be grounds for terminating Medicare home health care. In 2000, Congress expanded the definition of homebound for Medicare purposes to allow people to attend adult day care programs or religious services. New instructions issued in 2003 make clear that people who are homebound and chronically disabled may leave their homes infrequently for special occasions and for short periods of time without being disqualified. Being homebound is part of the eligibility criteria for home-delivered meals.

Eligibility for home-delivered nutrition services:

1. People age 60+ who are physically or mentally unable to obtain food or prepare meals, who have no responsible person who is able and willing to perform this service, and who are unable to participate in congregate nutrition program because of physical or mental impairment. The person does not have to be bedridden to be generally confined to his or her home.
2. The spouse of an older person, if one or the other is homebound by reason of illness or incapacitating disability.
3. The family caregiver of an eligible homebound older adult.
4. Local option to offer home-delivered meals to people under age 60 with disabilities who reside at home with an eligible older adult.

The Area Agency on Aging will establish written procedures outlining the documentation required to be in client records at the local level to certify special eligibility for volunteers and people under age 60 with disabilities receiving meals. Disability status must be demonstrated with some form of notice of disability award.

Ineligibility criteria:

1. People whose dietary needs cannot be met through the meals offered.
2. People residing in long-term care facilities or enrolled in care-providing programs (including adult day care/day health, except people attending day care/day health centers may receive meals on the days they do not participate in the adult day program).

Special Eligibility Rules:

1. Providers are not required to enroll any other category of special eligibility client other than spouses, but they have the option to offer meals to other categories of special eligibility people on the same basis as eligible older adults. The AAA is responsible for developing written procedures to guide providers who want to exercise their option to offer meals to special eligibility clients.

2. An underage spouse is eligible for home-delivered meals if either person is homebound by reason of illness or incapacitating disability.

Professional caregivers sometimes cloud the eligibility picture. If an aide is in the home at midday and is able to prepare a meal, then a provider could legitimately deny services and give the meal to a person ranked higher on the priority list. On the other hand, the presence of an aide in the home very early in the morning for personal care tasks would not necessarily preclude the authorization of a lunch for the homebound older adult. An example of an ineligible person is someone whose meal is already provided by another publicly funded program, such as the CAP program.

THIS PAGE WAS INTENTIONALLY LEFT BLANK.

From: Annette Eubanks [<mailto:aeubanks@mideastcom.org>]
Sent: Friday, March 31, 2017 12:11 PM
To: Scott Sauer
Subject:

Scott,

I have attached bits and pieces of the service standards concerning the congregate nutrition program site. I have also included the eligibility requirements for home-delivered meals (HDM). The questions that need to be answered concerning home-delivered meals are : are there enough homebound seniors that meet requirements to establish a route (have staff complete DAAS 101 assessments); are there enough volunteers to deliver the meals; will current funding support additional meals (budget is 55% spent as of March 1st). The questions concerning a congregate meal site are: will current funding support additional meals (also 55% spent as of March 1); will site pass health dept. inspection and meet service standards (attached); will funding support a nutrition site manager (required) and activities (required)? Venita is at 71 % spent for most services with an additional \$37,509 adjustment to be reimbursed should funding allow. System will only pay a percentage each month –reimbursement request is more than allowed for period in time. She may need to move funds out of congregate and HDM to cover other service expenditures. She will have to speak to this- as I can speak to her budget plans.

I will have my cellphone with me. Please call me if there are additional questions @ 252-258-6170.

Annette Eubanks

Aging Program Director
Mid-East Commission Area Agency on Aging
(252) 974-1835 office (252) 946-5489 fax

**We have moved as of February 27, 2017. Our new address is:
1502 N Market Street, Suite A
Washington, NC 27889**

Serving Beaufort, Bertie, Hertford, Martin and Pitt Counties. Email correspondence to and from this address is subject to the NC Public Records Law and is considered public information

ELIGIBILITY FOR NUTRITION SERVICES

IV. Eligibility for Service

Summary of federal and state requirements

- **Eligibility for congregate nutrition services:**
 - People 60+ and their spouses regardless of age when the older adult is a nutrition client.
 - Local option, based on AAA's written procedures, to offer congregate meals to volunteers who work during meal hours
 - Local option to offer congregate meals to people under age 60 with disabilities who reside with and accompany eligible people to meal sites.
Local option to offer congregate meals to people under age 60 with disabilities who reside in housing facilities occupied primarily by older adults at which a congregate nutrition site is located.
- **Eligibility for home-delivered nutrition services:**
 - People age 60+ who are physically or mentally unable to obtain food or prepare meals, who have no responsible person who is able and willing to perform this service, and who are unable to participate in congregate nutrition program because of physical or mental impairment.
 - The spouse of an older person, if one or the other is homebound by reason of illness or incapacitating disability.
 - The family caregiver of an eligible homebound older adult.
 - Local option to offer home-delivered meals to volunteers who work during meal hours.
 - Local option to offer home-delivered meals to people under age 60 with disabilities who reside at home with an eligible older adult.
- The Area Agency on Aging will establish written procedures outlining the documentation required to be in client records at the local level to certify special eligibility for volunteers and people under age 60 with disabilities receiving meals. Disability status must be demonstrated with some form of notice of disability award.
- **Ineligibility criteria:**
 - People whose dietary needs cannot be met through the meals offered.
 - People residing in long-term care facilities or enrolled in care-providing programs (including adult day care/day health, except that people attending day/care/day health centers may receive meals on the days they do not participate in the adult day program).
- **Congregate nutrition service priority:**

FOOD PREPARATION AND SAFETY REQUIREMENTS

- **All foods used in the meals must be from sources approved by federal or state agencies (USDA, FDA, the NC Dept. of Agriculture and Consumer Services, or other agencies having regulatory authority). All foods used in meals must be in compliance with applicable state and local laws, ordinances, and regulations. They must be clean, wholesome, free from spoilage, free from adulteration and mislabeling, and safe for human consumption.**
 - **Fresh raw fish must bear the PUFI (Packed Under Federal Inspection) Shield.**
 - **Prior to use, all fruits and vegetables must be washed to remove dirt or insecticide residues. Fresh fruits and vegetables free from disease and infestation may be donated and incorporated into the menu only when they can be used to serve all participants.**
 - **Whether food is prepared on-site or prepared off-site and delivered, recipes need to provide a consistent quality and quantity of meals.**
 - **Food preparation needs to present optimum flavor and appearance, while retaining nutrients and food value.**
- **Home-delivered meal packaging and packing –**
 - **Meals packaged at nutrition sites must be individually packaged before congregate meals are served. Whether home-delivered meals are packaged at nutrition sites or pre-plated at food preparation centers, they must be individually packaged, packed in insulated food carriers, and transported immediately.**
 - **All food delivery carriers must meet National Sanitation Foundation standards and must be sanitized daily by the food service provider.**
 - **Divided containers with air-tight seals must be used for hot food.**
 - **Bread must not be placed on top of other food.**
 - **Cold and hot food must be packaged and packed separately.**
 - **Individual containers with tight-fitting coverings must be used for all cold food. Sealable "sandwich" type bags may be used for bread.**

Practice Guidelines

Permits/Inspections/Grade Cards

Each congregate nutrition program site should be located at an approved public or private facility meeting the following requirements:

- (a) Each site has a "Permit to Operate" from the local health department prior to opening.
- (b) Each site has a current Health Department inspection "grade card" posted.

Nutrition sites with on-site food preparation are inspected like restaurants on a quarterly basis. On the other hand, catered congregate nutrition sites are

FOOD PREPARATION AND SAFETY REQUIREMENTS

inspected by local health departments only one time per calendar year. It is possible for more than 12 months to lapse between inspections and perhaps be closer to 2 years if a site is inspected at the beginning of one calendar year and then again near the end of the next.

Since nutrition sites are inspected or monitored by both Environmental Health Specialists and AAAs, both may be involved in corrective actions by a nutrition program. The Division of Aging expects local programs to maintain the highest quality of service delivery possible with a sanitation grade of "A" or 90%. However, a facility where food is prepared or served may drop below a grade of "A" or 90% and still be allowed to operate by the health department. Points may be deducted for deficiencies in buildings used by other programs not subject to Environmental Health rules or in buildings managed by entities not willing to address deficiencies identified by the Environmental Health Specialist. Communities are not always able to locate nutrition programs in ideal buildings if they want to offer meals in areas where people need them the most. These competing factors need to be resolved in the best interest of participants by nutrition providers, local health specialists, and AAAs. The main purpose of the DOA Administrative requirement is to have the AAA be informed and actively participating in providing support and oversight to a local nutrition program that falls below a grade of "A" or 90% as required by the Division's nutrition standards. The nutrition program may continue to operate at the AAA's discretion while efforts are made to resolve deficiencies, so long as the health department does not withdraw its permit to operate. The nutrition program must take corrective action within 7 days of the sanitation rating falling below an "A" or 90%.

Overview of Food Temperature Requirements

Providers are expected to comply with the temperature requirements of 15A NCAC 18A .2600 [specifically .2609 (g)], but all holding time requirements have been deleted from the Division of Aging service standards. The length of time between end of preparation and delivery must now be controlled through food contracts, and providers are strongly encouraged to assure the shortest holding time possible by the caterer or the agency. Maintaining temperatures at safe levels while preserving food quality, taste, and appearance depends on these contract provisions and fast delivery.

Temperature control is a part of the risk management procedures that an agency undertakes to protect all parties. There are clear challenges in maintaining temperatures in Older Americans Act nutrition programs. Whereas restaurants cook and serve food, most of our nutrition programs cook, hold, and then serve meals. Challenges include the length of time between preparation and serving, the adequacy of equipment for maintaining temperatures, the number of people



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: A-3

DEPARTMENT: Governing Body

SUBJECT: Bertie County Schools Superintendent, Dr. Steven Hill, will provide updates from March 20th re: deficit reduction plan

COUNTY MANAGER RECOMMENDATION OR COMMENTS: FYI only.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): FYI only.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: A-4

DEPARTMENT: Governing Body

SUBJECT: Update and discussion about upcoming 2017 Board of Equalization and Review meeting dates by Tax Administrator, Jodie Rhea

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: C-1

DEPARTMENT: Governing Body

SUBJECT: Approve Minutes for Regular Meeting 3-20-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Windsor, North Carolina
March 20, 2017
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I
Stewart White, District II
Tammy A. Lee, District III
John Trent, District IV
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
Assistant County Attorney Jonathan Huddleston
Finance Officer William Roberson
Economic Development Director Steve Biggs
Sheriff John Holley
Chief Deputy Kenneth Perry
Deputy Jonathan Price

Gene Motley of the Roanoke-Chowan News Herald was present from the media.

CALL TO ORDER

Chairman Trent called the meeting to order and thanked those present for their attendance. He also thanked the Town of Roxobel for hosting tonight's meeting.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Lee led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

Bailey Parker, Mayor of the Town of Kelford, was present to thank Barry Anderson, County Nuisance and Abatement Officer, for his assistance in helping to get the Town of Kelford cleaned up of junk vehicles, and other items in yards of Bertie citizens. He also expressed his concerns for the amount of trash, and large household items being dumped in and around the Lewiston-Woodville areas. He reported that he had recently seen washing machines discarded on sides of the road, as well as old trailers sitting in the yards to rust and be covered by weeds while a replacement trailer is purchased for the same family. He requested clarification as to why some citizens are being held accountable to clean up their properties while others are not being held accountable.

Norman Cherry of Piney Woods Road echoed the same concerns as Mr. Parker, and added that after contacting Mr. Anderson for help with a matter in his neighborhood, Mr. Cherry was told that due to the location of the home, Mr. Anderson did not have the authority to issue a violation.

The Board asked that the County Manager follow up with this matter as soon as possible.

Monica Lassiter of Governors Road also presented similar concerns, and asked that the Board be consistent in how it handles the junkyard ordinances in each circumstance. She also thanked the Board for its recent work, and commended them for all of the good things they are currently doing for the County.

Lisa Briley of the Roxobel Revitalization Committee announced that Roxobel's first annual Ag Day was coming up on April 1st. The event will be held from 11:30 AM to 6:00 PM and will begin with a parade and fun run. It will end with the Roxobel Fire Department's Annual BBQ Chicken Dinner. Ms. Briley encouraged all Commissioners to come out and participate at the event is scheduled to feature of 15 vendors and the Bertie High School band.

Alvin Simmons, Mayor of Roxobel, thanked the Board for visiting, and the Sheriff's Office for their efforts in securing a satellite office in this location. A sign was also discussed for the building, and Chairman Trent mentioned that a sign company in the area was interested in donating a sign with a value of up to \$200.00.

APPOINTMENTS

Economic Development Report by Steve Biggs, Economic Development Director

Economic Development Director, Steve Biggs, thanked Bakers' Southern Traditions Peanuts for the tour, and reported that 8 new positions have been filled with full benefits. The positions were a part of a \$100,000 grant received by the local Roxobel business.

Mr. Biggs also updated the Board about a meeting that was held with AVOCA and Nutriati. Nutriati is looking to expand with AVOCA at their current facility in Merry Hill. AVOCA is behind the project, and Mr. Biggs noted that he would be in ongoing conversations with the Tobacco Trust to get Nutriati in line for the next grant cycle.

On another note, Mr. Biggs reported that he had been in conversations with a developer who was looking to possibly place a Family Dollar Store in the Roxobel community. There is no word yet on the location, or when a final decision would be made on the matter. He also discussed the possibility of a Family Dollar being placed in the Town of Powellsville, but at this time, the developer was no longer interested as it is so close to a Wal-Mart store.

On February 23rd, Mr. Biggs met with Representative Howard Hunter and other area Representatives about finding a business for the prison shell building in Windsor, and was currently in discussions with a Kenneth Lassiter to secure a business in that facility. Also, he discussed the needed replacement terminal at the Tri-County Airport in Rich Square, NC.

Mr. Biggs also discussed the efforts being made on a re-entry counsel for released inmates so that employment and transportation needs can be met to make these individuals productive citizens of the County.

Additionally, Mr. Biggs announced that Abrams was looking to receive a building re-use permit to place a location in the Town of Windsor.

The Board commended Mr. Biggs for his efforts, and thanked him for his report.

Update regarding new Sheriff's Office substation in old Southern Bank building in Roxobel

Sheriff John Holley thanked the Town of Roxobel for their cooperation to bring the satellite office here to the old Southern Bank Building. He also stated that he was in discussion with the Towns of Aulander, Colerain, and Powellsville to do the same thing in those areas.

Chief Deputy, Kenneth "Kenny" Perry, echoed the same sentiments, and thanked Scott Pearce and Joe Wilkes of the Bertie IT Center for getting the satellite office up and running with a computer and Wi-Fi capability. He also introduced a new deputy, Jonathan Price.

The Board thanked the Sheriff's Office and the Town of Roxobel for letting the County use this space for tonight's meeting.

Update and presentation of proposed Memorandum of Understanding with Holland Consulting

Chris Hilbert of Holland Consulting was present to request that the Board approve the Memorandum of Understanding that was also just approved by the Town of Windsor. Holland Consulting is requesting the approval so that 78 applications for mitigations can be submitted by March 31st.

Commissioner Wesson made a **MOTION** to approve the Memorandum of Understanding with Holland Consulting. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Presentation by Dave Peterson, Central Regional Director for Trillium Health Resources

Dave Peterson, Central Regional Director for Trillium Health Resources, was present on behalf of Bland Baker to request the Board's support in a resolution to restore funding, or stop the additional cuts to funding, to Trillium Health Resources annual state allotment.

After a brief discussion, Vice Chairman Bazemore made a **MOTION** to approve the Resolution as proposed. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Wesson also briefly discussed his concerns with the lack of mental health funding being set aside for Bertie County residents. He stated that he understood Trillium's need to focus on opioid addiction efforts, but stated that are still very limited options for

mental health services for Bertie residents. He stated that he would like to see Trillium place additional funding in this area to better serve Eastern North Carolina.

BOARD APPOINTMENTS

There were no Board Appointments.

CONSENT AGENDA

Upon review by Chairman Trent, Commissioner Lee made a **MOTION** to approve the Consent Agenda. Vice Chairman Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 3-6-17, Work Session 3-13-17, Closed Session 3-6-17
2. **Release Journal** – February 2017
4. **Budget Amendments** – below

BUDGET AMENDMENT

# 17-07				
DECREASE			DECREASE	
12-0025-4531-03	\$ 65,101	DSS	12-5380-5399-57	\$ 65,101
TO DECREASE BUDGET TO MATCH ACTUAL DAY CARE FUNDS RECEIVED				
INCREASE			INCREASE	
10-0011-4111-35	\$ 2,400		10-4140-5399-01	\$ 2,400
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				
INCREASE			INCREASE	
10-0025-4431-23	\$ 24,500		10-4310-5499-97	\$ 24,500
SETUP BUDGET FOR 2016 BLOCK GRANT FROM NCDPS				
APPROVED / /2017				

BUDGET AMENDMENT				
		# 17-07		
	DECREASE			DECREASE
12-0025-4531-03	\$	65,101	DSS	12-5380-5399-57 \$ 65,101
TO DECREASE BUDGET TO MATCH ACTUAL DAY CARE FUNDS RECEIVED				

William Roberson

From: Melissa Surgeon
Sent: Friday, February 24, 2017 1:40 PM
To: William Roberson
Subject: Day Care Allocation

Hi William,

The State reallocated Day Care funds throughout the counties. Some counties picked up additional funding where others lost funding. Bertie County lost funds through the reallocation so instead of the \$671,889 initially listed on the general ledger at the beginning of the fiscal year, it should now read \$606,788.

-65,101.00

Thanks,

Melissa Surgeon
Administrative Officer
melissa.surgeon@bertie.nc.gov
Bertie County DSS
PO Box 627
Windsor, NC 27983
Telephone: (252) 794-5320, Ext. 6274
Fax: (252) 794-5344

"Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties."

BUDGET AMENDMENT				
		# 17-07		
	INCREASE			INCREASE
10-0011-4111-35	\$	2,400	10-4140-5399-01	\$ 2,400
INCREASE BUD FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				

William Roberson

From: Jodi Rhea
Sent: Thursday, March 02, 2017 11:39 AM
To: William Roberson
Subject: CTS Invoice

I've got audit invoice from County Tax services for \$2,400.00 | need added to do the PO.

Thanks,

Jodie Rhea
Tax Administrator
Bertie County
252-794-6152
Jodi.rhea@bertie.nc.gov

BUDGET AMENDMENT				
		# 17-07		
		INCREASE		INCREASE
10-0025-4431-23	\$	24,500	10-4310-5499-97	\$ 24,500
SETUP BUDGET FOR 2016 BLOCK GRANT FROM NCDPS				

Grant Enterprise Management System

Home	My Projects	My Profile	Event Registration
Project Management			
Project Overview			
Project Attachments			
Expense Reimbursement			
Budget Adjustment			
Non Budgetary Adjustment			
Notice of Implementation			
Project Progress Reports			
PMT Reports			

Project Overview

Project Reimbursements Summary

Action	Period Dates	Paid Date	Reimbursement Requested	Match Requested	Reimbursement Approved	Match Approved	Status
Review Edit Cancel	01/01/2017 - 03/31/2017		\$0.00	\$0.00	\$0.00	\$0.00	New

Project Budget Summary

Type	Description	Budget Amount	Requested Amount	Funds Paid	Match Recorded	Funds Remaining	Match Remaining	Total Remaining
EQUIPMENT	uniform pants 40.00 x 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	uniform shirts 40.00 x 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	footwear	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	web gear	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	holsters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	rifles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	patrol car lights	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER EXPENSES	Surplus	\$24,500.00	\$0.00	\$0.00	\$0.00	\$24,500.00	\$0.00	\$24,500.00

[Governor's Web Site](#)



[Disclaimers](#) | [Privacy Policy](#)

THIS PAGE WAS INTENTIONALLY LEFT BLANK.

PROJECT ORDINANCE					
# PROJ 17-02					
	INCREASE			INCREASE	
33-0025-4301-06	\$	72,262		33-4946-5396-01	\$ 72,262
CARRY OVER FROM PREVIOUS PROJECT - DO NOT POST AGAIN					
33-0070-3981-65	\$	125,458		33-4946-5396-29	\$ 330
				33-4946-5396-12	\$ 29,400
				33-4946-5396-01	\$ 95,728
	\$	197,720			\$ 197,720
60-7110-5980-69	\$	125,458		60-0090-4991-99	\$ 125,458
TO SETUP BUDGET FOR KELFORD UPGRADES - RURAL CENTER GRANT					
	INCREASE			INCREASE	
44-0025-4301-03	\$	88,800		44-8404-5396-12	\$ 91,908
44-0070-3981-65	\$	4,440		44-8404-5396-19	\$ 1,332
	\$	93,240			\$ 93,240
60-7110-5980-70	\$	4,440		60-0090-4991-99	\$ 4,440
TO SETUP BUDGET FOR ASSET INVENTORY AND ASSESSMENT - WD IV (RESOLUTION ADOPTED ON 11/07/16.)					
APPROVED ___ / ___ /2016					

PROJECT ORDINANCE			
# PROJ 17-02			
INCREASE		INCREASE	
33-0025-4301-06	\$ 72,262	33-4946-5396-01	\$ 72,262
CARRY OVER FROM PREVIOUS PROJECT - DO NOT POST AGAIN			
33-0070-3981-65	\$ 125,458	33-4946-5396-29	\$ 330
		33-4946-5396-12	\$ 29,400
		33-4946-5396-01	\$ 95,728
	\$ 197,720		\$ 197,720
60-7110-5980-69	\$ 125,458	60-0090-4991-99	\$ 125,458
TO SETUP BUDGET FOR KELFORD UPGRADES - RURAL CENTER GRANT			

Bertie County
 Project Ordinance - Water District IV
 2009 NC Rural Center Grant Amendment
 September 2015

BE IT ORDAINED by the Governing Board of the County of Bertie, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I. The Governing Board of the County of Bertie, sitting as the Board of Commissioners for Water District IV unanimously accepted and approved the NC Rural Economic Development Center grant for Kelford waterline upgrades in January 2009.

Section II. Bertie County Water District IV proposes to utilize the remaining 2009 grant funds to continue to make improvements to serve Kelford area customers. Additionally, Bertie County Water District IV appropriated fund balance reserves will be provided to extend a six inch water line connecting the Towns of Kelford and Roxobel.

Section III. These improvements are consistent with the capital improvement plan for Bertie County's regional water system consisting of Water Districts I, II, III, and IV; and

BE IT RESOLVED, that the Chairman and County Manager are directed to execute the amended grant agreement and all permit applications associated with this project.

The following revenue is anticipated to be available to complete this project:

Water District IV (local) Appropriated fund balance	\$125,458
NC Rural Economic Development	\$72,262
<hr/>	
Total Project Funding	\$197,720

The following amounts are appropriated for the project:

*Construction, Engineering Fees, and Easement Acquisition Fees for 8,170 feet of six inch water line will total \$130,720. The following costs will also be included for a final total of \$197,720.

*Construction	130,720
Motors	29,506
Water Services	7,500
<hr/>	
Total Project Cost	\$197,720

29,400 ENG. FEES
 330 PERMITS / FEES
 160,490
 7,500
 167,990 CONSTRUCTION

Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, and to the County Manager and to the Finance Officer for direction in carrying out this project.

Adopted this day 21st day of September, 2015.


 Ronald D. Wesson, Chairman
 Board of Commissioners for Water District IV


 Sarah S. Tinkham, Clerk to the Board

PROJECT ORDINANCE				
# PROJ 17-02				
INCREASE			INCREASE	
44-0025-4301-03	\$	88,800	44-8404-5396-12	\$ 91,908
44-0070-3981-65	\$	4,440	44-8404-5396-19	\$ 1,332
	\$	93,240		\$ 93,240
60-7110-5980-70	\$	4,440	60-0090-4991-99	\$ 4,440
TO SETUP BUDGET FOR ASSET INVENTORY AND ASSESSMENT - WD IV				
(RESOLUTION ADOPTED ON 11/07/16.)				

Project Schedule
Bertie County, North Carolina
Water System Asset Inventory and Assessment Grant
Water District IV
Project No. H-AIA-D-16-0036
 August 30, 2016

Project Tasks	Project Budget	October 2016	November 2016	December 2016	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017
Meeting With Bertie County Public Utility Staff	\$1,000.00													
Prepare List of Assets & Attributes to Survey	\$1,250.00													
Development of Assessment Criteria	\$1,750.00													
Perform Asset Inventory/Assessment (GPS Survey)	\$70,908.00													
Download/Reduce Field Collect Data	\$4,000.00													
Shapefile / Database Delivery to Utility Staff	\$1,000.00													
Prioritize Assessed Assets for Replacement/Rehabilitation	\$5,000.00													
Budget Development for Inclusion into CIP	\$4,500.00													
County Review and Comment on Budget Recommendations	\$2,500.00													
Total Project Budget (Excluding 1.50% Grant Fee)	\$91,908.00													

Project Budget = \$88,800.00 (Total Grant) + \$4,400.00 (5% Local Match) - \$1,332.00 (Grant Fee = 1.5% of \$88,800.00 Grant Award) = \$91,908.00

Project Scope: The project scope for this project will include the asset inventory and assessment of all fire hydrants, valves, meters, booster pumping stations and storage tanks within the Bertie County Water District IV water distribution system.

DISCUSSION AGENDA

Legislative Items:

Bertie-Martin Regional Jail proposal to expand Jail Commission by two (2) seats, proposed by Commissioner Trent and Commissioner Bond of Martin County

After a brief discussion, Commissioner Wesson made a **MOTION** to approve this resolution. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

House Bill 353 – add Salmon Creek Natural Area to the State Park System

At this time, County Manager Sauer briefly summarized these items as they had previously been discussed in the Board's 2:00 PM Work Session today back in Windsor.

Item D-1b is House Bill 353 as proposed by Representative Howard Hunter. The bill would add the Salmon Creek Natural Area to the NC State Park System.

Mr. Sauer mentioned that this bill could have a positive impact of the County's piece of waterfront property directly adjacent to the Salmon Creek Natural Area, and that the State may be inclined to combine the County's waterfront property to make one very large NC State Park.

This item was purely informational, and no action is needed at this time.

House Bill 378 - garnishment of wages for unpaid ambulance fees as proposed by Rep. Howard Hunter

Item D-1c is House Bill 378 as proposed again by Representative Howard Hunter. The bill, if passed, would add Bertie and Gates Counties to the list of counties that could garnish wages to fulfill unpaid ambulance fees. Mr. Sauer reported that so far, the bill is moving right along in the House.

This item was purely informational, and no action is needed at this time.

School System Finances

The County Manager and Board also briefly summarized the joint meet that was held today with the Board of Education.

Citizens shared their concerns, and commended the Board for their forthright response to address the situation at hand. One citizen, Monica Lassiter, also mentioned that the Board of Education should host a public hearing so that the citizens are aware of their current financial situation, and so that citizens can get the answers as to why and how the problems occurred.

COMMISSIONER'S REPORTS

Commissioner White asked that if any citizens had pictures of the volunteers who participated in the original founding of the Rescue Square to please send them to the County. A banquet is being planned for any and all original founding members, and a history book is being gathered to feature photos and other items.

Chairman Trent reported that the County is still working diligently with geologist and hydrologists to address the flooding in the Windsor area. Also, he reiterated that the County was just made aware that they are being considered for a \$289,000 grant to construct a new EMS Station 1 on County Farm road in Windsor.

Commissioner Lee stated that the Charters of Freedom monument was close to being started, and that concrete was the only hold up. She also asked for suggestions from the community about what she and the other Commissioners should write in their letters that will be placed in a time capsule as a part of the monument. The letters from the Commissioners will not be opened until the 300th Anniversary of the Charters of Freedom in 2087.

Commissioner Wesson thanked the Town of Roxobel for hosting tonight's meeting, and stated that the best turn outs are usually in the community meetings where the Commissioners go on the road. He also thanked each citizen for attended the resiliency meeting on March 9th in Windsor.

Vice Chairman Bazemore thanked Steve Biggs for his diligence in securing new businesses in Bertie County, as well as for the potential of a Family Dollar in Roxobel.

COUNTY MANAGER'S REPORTS

The County Manager gave no reports at this time.

COUNTY ATTORNEY'S REPORTS

County Attorney Lloyd Smith requested a brief Closed Session.

PUBLIC COMMENTS

There were no Public Comments during this section.

ADJOURN

Chairman Trent **ADJOURNED** the meeting at 8:40 PM.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Approve Minutes for Work Session 3-20-17

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Windsor, North Carolina
March 20, 2017
Work Session

The Bertie County Board of Commissioners met for their regularly scheduled meeting inside the Commissioners Room located at 106 Dundee Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I
Stewart White, District II
Tammy A. Lee, District III
John Trent, District IV
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
County Attorney Lloyd Smith
Finance Officer William Roberson
Economic Development Director Steve Biggs

School Board Members Present: Bobby Oceana, Chair
Barry McGlone, Vice Chair
Emma Johnson
Jo Davis Johnson

School Board Members Absent: Tarsha Dudley

Bertie County Schools Staff Present: Superintendent Dr. Steven Hill
Finance Officer Lisa Rabon
Assistant Superintendent Sandra Hardy

Gene Motley of the Roanoke-Chowan News Herald was present from the media.

CALL TO ORDER

Chairman John Trent of the Bertie County Board of Commissioners called the meeting to order. He began by delivering a prepared statement which summarized the reasons for today's Work Session, as well as to express concern for the students of Bertie County during uncertain financial times.

The statement in full reads as follows:

Good Afternoon, and thank you for attending this important meeting of the Bertie County Board of Commissioners.

First, I want to welcome our guests from Raleigh, Ms. Alexis Schauss from the NC Department of Public Instruction and Ms. Sharon Edmundson from the NC Local Government Commission. Thank you both for participating in this discussion.

Two weeks ago today, Vice Chairman Bazemore and I received Superintendent Hill's response to the financial audit for the fiscal year ended June 30, 2016. We also received a copy of the Auditor's letter dated January 6, 2017 which outlines twenty-nine (29) items that are "an opportunity for strengthening internal controls and operating efficiency."

In his first item, the Auditor—Mr. Dale Smith who is with us today, notes that "Failure to address these matters in timely manner could result in prompt corrective action being taken by the district's oversight agencies."

The Board of Commissioners has sought advice and assistance from the State Board of Education, and as of this date there has been no formal response from this "oversight agency." In an email received by the County Manager over the weekend, the County has received a brief note from the State Superintendent of Schools, Mr. Mark Johnson who conveyed his willingness to review the matter.

Ladies and Gentlemen, this is a serious financial crisis for the Bertie County school system and the taxpayers who ultimately pay the bills, and support the school system with \$2,497,750 in annual school debt service payments and \$3,009,500 in current expense payments for operations as reported in the County's audit for the fiscal year ended June 30, 2016.

Today's meeting is solely about the children of Bertie County, and protecting their future.

This Board of Commissioners has worked very hard to build for the future of this County and for its children. The Commissioners were quick to support the advancement of welding courses at the request of Martin Community College last year and we made the funds available to the school system.

This Board has worked to create job opportunities for Bertie high school students with the establishment of two CADET programs, one for EMTs and one for criminal justice and law enforcement which are both offered in partnership with Roanoke Chowan Community College.

And this Board has considered and supported smaller initiatives to assist Bertie High School students with a contribution to the JROTC military banquet two years in a row, in support of those students considering careers in service to our nation.

We are all here this afternoon to demonstrate to our citizens that we can and will be good stewards of the taxpayers' dollars, and find a solution to this fiscal crisis, and begin the process of repair so that this never happens again.

The Auditor points out in item #2, that the Board of Education reported deficit fund balances in two funds: The General Fund with a deficit fund balance of \$704,995, and the Special Restricted Fund with a deficit fund balance of \$135,078.

The Auditor points out that this violation of State law must be addressed by the Board of Education immediately, and that any lawful deficit from the prior year shall be appropriated in the budget resolution for 2016-2017 to cover these deficits.

He also deferred to the County Attorney to begin his prepared statements.

County Attorney, Lloyd Smith, delivered the following statement:

Thank you, Mr. Chairman, and as I have stated previously, this situation we are facing is stunning and troubling.

First, let me say that I believe that the School Board, just like the County Commissioners, rely on managers, financial officers, and CPAs to do their jobs properly to be able make good decisions, and I think the School Board has been supplied bad information or not been supplied enough information to do the good job for our school system that we all know they want to do.

As you will recall, the Board of Commissioners was alerted to the projected budget shortfall, which are due to excess spending levels in my opinion in late August of 2016. At that time, the Board of Education was seeking an additional contribution of County tax dollars of almost \$500,000 to be added to a \$3,003,000 appropriation for current expense (operating funds) before the first quarter of the fiscal year was concluded.

Now, we understand that the Board of Education must appropriate \$704,955 in the current year to “cure the deficit” from last year.

And we further understand that Dr. Hill, the new Superintendent, is reporting an operating deficit for this fiscal year of \$828,379 meaning the Board of Education will likely violate State law in the current fiscal year which requires a balanced budget.

Mr. Sauer advises me that on March 3, 2017, he met with and indicated to the School Superintendent and new financial officer that we needed to see expenditure reports with line item details so we can realize the total amount of the problem with which we are facing and begin to understand current expenditures and how much over budget the School System is?

Has the school system provided any expenditure reports to the County with line item details?

Has the school system provided to the County a personnel salary summary for all positions, incumbents and current salaries?

Is the former finance officer still on the payroll, and if so, why and at what salary?

Without any expenditure reports and detailed salary reports, it is difficult to imagine that this year’s deficit will not exceed last year’s budget shortfall.

Mr. Sauer advises me that Dr. Hill told him that the School Board is using restricted, school food service proprietary funds to meet current year accounts payable obligations,

and the suggested solution for repayment is to have the County Commissioners advance in some fashion \$925,904 before June 30, 2017.

I am concerned that we have three deficits to address—the \$704,955 deficit from FY2016, a current year General Fund deficit of \$800,000 to \$1 million for FY2017, and a potential growing liability for the misuse and misappropriation of food service proprietary funds that will need to be restored for which I do not believe we have been provided an estimate of how much.

Unless our visitors from the Local Government Commission and the Department of Public Instruction have brought news of a state grant or a letter of waiver for fiscal responsibility, we need some serious discussion about how to resolve these deficits and current spending patterns.

We need to know definitively, is it a violation of state law to transfer or otherwise utilize school food service (proprietary fund) money to pay General Fund current expense obligations? And how much of this money has been used to date?

I have advised the County Commissioners repeatedly that NC General Statute 115C-429 (c) provides that “the board of commissioners shall have full authority to call for, and the board of education shall have the duty to make available to the board of county commissioners, upon request, all books, records, audit reports and other information bearing on the financial operation of the local school administrative unit.”

One of my recommendations is that the Superintendent and School Finance Officer meet with the County Manager and our County Finance Officer weekly on Wednesday afternoons at 2:00 p.m. beginning this week—with line item expenditure reports and detailed salary data.

I have also advised the governing body that NC General Statute 115C-429 (d) states that “nothing in this Article shall be construed to place a duty on the board of commissioners to fund a deficit incurred by a local school administrative unit through failure of the unit to provide with provisions of this Article or rules and regulations issued pursuant hereto, or to provide moneys lost through misapplication of moneys by a bonded officer, employee or agent of the local school administrative unit when the amount of the fidelity bond required by the board of education was manifestly insufficient.”

On several occasions, we have inquired about the surety bond being called for the past two audit year cycles, and there has been no definitive response from the Board of Education. We have witnessed repeated audit findings of material weaknesses in area of general ledger accounts not properly reconciled, and management decisions made by the Board of Education while relying upon inaccurate financial reporting.

Has the surety bond holder been notified? The governing body and the taxpayers need this answer immediately. And if the answer is no, I recommend that the surety bond holder be notified immediately and a demand for payment be made.

Also, I am impressed with the work of the new auditor of the school board, but you will note that the previous years' audits were not timely and there is a "prior year" adjustment in the 2016 report of Negative \$329,423 on Exhibit 4 page 13 of this year's audit. I am not an accountant but it seems as if the prior accountant might be liable for some of this as whoever the CPA was he or she owed a duty to make sure the audit was complete and correct and point out the dramatic drop in the School's fund balance. Maybe the prior year adjustment wasn't the CPA's fault or a mistake, but someone needs to look into that issue.

Also, the new auditor reports an overdraft of \$466,000.00. Has that issue been resolved?

The Bertie County Board of Commissioners is to be commended for its forthright approach to seeking answers to ensure that this trend stops, and that preventive measures are established to end this pattern of reckless spending.

As you know:

The Board of Education's General Fund at June 30, 2011 had a reported fund balance of \$918,551.

The Board of Education's General Fund at June 30, 2012 had a reported fund balance of \$2,077,492.

The Board of Education's General Fund at June 30, 2013 had reported fund balance of \$2,539,529.

The Board of Education's General Fund at June 30, 2014 had a reported fund balance of \$1,860,057.

The Board of Education's General Fund at June 30, 2015 had a reported revised/corrected fund balance of \$313,716.

The Board of Education's General Fund at June 30, 2016 had a fund balance of (\$704,995).

That is a precipitous drop of \$3,244,524 in fund balance reserves. During the initial planning and construction for the new high school when the Board of Commissioners raised property taxes twelve (12) cents, it was agreed that for two fiscal years' current expense funding was reduced by \$500,000 using available fund balance reserves.

Later, the Board of Commissioners authorized the school system to purchase the school bus garage facility using school fund balance reserves in the amount of \$375,000. With renovations, this project estimated to be about \$900,000 which leaves the utilization of fund balance reserves to be identified of \$1,344,524.

Legally, as both boards are stewards of public taxpayer dollars, I recommend that the steps outlined above be taken immediately which include:

- 1. Having the requested line item expenditures made available to you and your manager and financial officer*
- 2. The School Superintendent and CFO meet here with Mr. Sauer and our Finance Officer weekly*
- 3. The School Board through their attorney make such claims as are appropriate on surety bonds and upon the former CPAs if there is negligence.*

At this time, Chairman Trent invited Sharon Edmundson of the NC Local Government Commission, Fiscal Management Division, and Alexis Shauss of the NC Department of Public Instruction to step forward to participate in the discussions.

First, the Board inquired if Ms. Shauss knew of any funding that could be available on the State level that could assist the School System with this short fall.

Ms. Shauss admitted that there have been other school districts in the state with financial difficulties similar to Bertie's. However, finding a financial solution is not so easy.

"DPI doesn't have funding," she stated, "it comes from the General Assembly and Bertie also receives supplemental federal grants; but those are not for base operating funding."

Schauss said her office is continuing to monitor Bertie County Schools from her office in Raleigh.

Ms. Shauss continued, "it's not unusual for a school district to have a material weakness, it does happen. School districts do use fund balance for various operating, or one-time expenditures. That is not something we find a violation. The state does not monitor the management of school districts, that's the local board's responsibility. We are just insuring they are not in violation."

Schauss said that she felt that BCPS was addressing their issues, and putting the appropriate corrective action in place to move the district toward financial solvency.

"The first step is acknowledging there is an issue," she noted. "Then, the severity of the issue; and now comes reduction in force, cost reductions, and looking at places of revenue that were not tapped before. Going forward, you now need a plan to implement for the next five or more years to resolve these issues and make it a long-term solid foundation."

When pressed about a financial solution, Schauss said DPI has no authority to forgive debts. She did say there could be accommodations and support as the district endures this situation such that the harm to students is minimized.

Vice Chairman Bazemore asked for recommendations from both Ms. Edmundson and Ms. Shauss about what other counties and school systems have done in the past under similar circumstances.

Ms. Shauss responded by stating that these issues are typically resolved on a local level, but Ms. Edmundson also reiterated that the County has no obligation to assist in the deficit per NC General Statutes.

Commissioner Wesson reiterated a question posed by County Attorney Smith, and whether or not surety bonds were normally utilized in these situations.

Ms. Shauss deferred to Ms. Edmundson as she had not yet worked with a county where surety bonds had been called in under these circumstances.

Ms. Edmundson replied that it depended on the surety bond insurer, but that it would be worth a call to see if the bond could be used under these circumstances. She also noted that she was encouraged by the steps already being undertaken by the Board of Education to remedy the current financial situation, and added that a situation like this does not happen overnight. Therefore, it cannot be fixed overnight.

The Board of Commissioners expressed their understanding that the situation cannot be fixed overnight, but urged the Board of Education and Superintendent Hill to bring forth the answers to the questions the County Attorney specified earlier in the meeting.

Moreover, the Commissioners agreed that more information needed to be supplied so that a full picture of the problems are realized before a remedy could be effectively applied.

“We need some way of getting the answers,” Commissioner Wesson stated. He continued, “(we need) the where, the why, the who. How can we know going forward we’re doing the right thing when we don’t seem to even know what we’ve done? That’s why I need that level of detail.”

Commissioner White expressed his concerns for the victims of the 2 latest flooding events, and that he did not want to see the County’s fund balanced used to cover the Board of Education’s shortfall as flood recovery was still well underway.

Commissioner Lee expressed similar sentiments and added that she would rather see the County prepared for another potential flooding event.

The Commissioners also inquired if unspent funds allocated to the school district, but since returned to the state could be recouped.

“Those funds have reverted to the state – as they do every year – and at this point they’ve been re-appropriated and there’s not an ability to re-claim them,” Ms. Schauss said. “At DPI we are not able to provide that kind of assistance, but there are things we will be looking at because they affect state and federal funds.”

Ms. Edmundson added, “the budget would not have shown up as overextended had it been properly amended. The areas here that were overspent are areas where the [school system’s] budget was not amended.”

As for a more detailed, or forensic, audit, Ms. Schauss said she could refer the matter to the State Auditor’s Office in Raleigh; but noted for the Commissioners that their involvement would only be to trace state or federal money, not local.

“It would not be a full-blow audit,” she maintained. “They would only look at specific areas.”

Vice Chairman Bazemore inquired with Ms. Schauss if an extension could be granted by the June 30, 2017 deadline for the School System to pay back the owed funds to balance the current year’s budget.

Ms. Schauss did mention the potential for a “deficit reduction plan,” but that the State Board of Education could be the only governing body that could approve such a plan.

The Board discussed this option briefly, and asked if both Ms. Edmundson, and Ms. Schauss could assist the Board of Education and Board of Commissioners in drafting a proposed plan for review by the State Board of Education.

Both stated that they could provide some technical assistance, but that they could make no guarantees that the plan would be approved.

Ms. Schauss also noted that the State Board of Education was to review this case in the coming weeks, and a response from the State Board could be forthcoming. Regarding a potential plan of this nature, “it would have to be a reasonable plan that could be accomplished within a reasonable period of time,” Schauss stressed. “In this situation, it is local funds; and the school district’s plan would have to eat away at the fund balance deficit each year, so there isn’t a one-time burden.”

County Manager Sauer further added that the NC Local Government Commission has no control, oversight or authority with regard to local school fiscal management and that the Bertie County Commissioners have full authority to request and receive financial reports from the school system.

However, he noted the commissioners are under no obligation to provide additional funding and places no duty on themselves or the county to fund a deficit incurred by the local school board through failure of the school system to comply with state law or to provide moneys lost through misapplication by a bonded officer.

At this time, Ms. Edmundson presented a brief Power Point presentation with her recommendations for better internal controls within the School System’s Finance Office.

The Board thanked the Board of Education for their time this afternoon, as well as Ms. Shauss and Ms. Edmundson for making the trip from Raleigh to participate in today's meeting.

The Board of Commissioners asked that County Manager Sauer, Superintendent Hill, and their administrative staffs to work together in a deficit reduction plan for submittal to the State Board of Education in the very near future.

At this time the Board took a 10-minute recess.

OTHER ITEMS

Per an email just received by the County, Mr. Sauer reported that he had just been made aware that the County was being considered for a \$289,000 grant to replace EMS Station 1 that used to be located in Downtown Windsor. The grant would cover the expense of constructing a 5,000 square foot building on County Farm Road just outside of the Town of Windsor.

At this time, County Manager Sauer briefly reviewed item D-1 on the Board's 7:00 PM agenda in Roxobel.

Item D-1b is House Bill 353 as proposed by Representative Howard Hunter. The bill would add the Salmon Creek Natural Area to the NC State Park System.

Mr. Sauer mentioned that this bill could have a positive impact of the County's waterfront property directly adjacent to the Salmon Creek Natural Area, and that the State may be inclined to combine the County's waterfront property to make one very large NC State Park.

Item D-1c is House Bill 378 as proposed again by Representative Howard Hunter. The bill, if passed, would add Bertie and Gates Counties to the list of counties that could garnish wages to fulfill unpaid ambulance fees. Mr. Sauer reported that so far, the bill is moving right along in the House.

On another note, Mr. Sauer referred to a letter sent by the NC Department of Transportation in response to Lewiston-Woodville Mayor, Dayle Vaughan, and her concerns about the proposed 4-way stop at the intersection of NC 308/NC 11 in Lewiston-Woodville.

Mr. Sauer expressed his support for the response, and stated that copies of the response would be available at tonight's 7:00 PM meeting in Roxobel.

The County Manager also noted that the Medicaid Reimbursement for EMS is approximately fifty percent (50%) less than the amount budgeted for the current year, a shortfall of more than \$200,000.

Lastly, Mr. Sauer discussed the first of three Resiliency Redevelopment Initiative meetings held back on Thursday, March 9th in Windsor.

The meeting was standing room only with 180 citizens in attendance. The NC Department of Emergency Management requested that citizens complete a short survey, and 135 out of 180 citizens participated.

At this time, the Board took a break in order to transition to West Bertie for a tour of the grant funded expansion efforts at Bakers' Southern Traditions in Roxobel.

RECESS

Chairman Trent **RECESSED** this meeting until 7:00 PM at the old Southern Bank Building in Roxobel that is currently being utilized as a satellite Bertie County Sheriff's Office.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: C-3

DEPARTMENT: Governing Body

SUBJECT: Register of Deeds Fees Report – March 2017

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: C-4

DEPARTMENT: Governing Body

SUBJECT: Officially accept surplus property bid for 603 Holley Avenue in Windsor

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY:

March 6, 2017: Board conditionally approved this bid; 10 day upset period began March 15th in Bertie-Ledger Advance

March 25, 2017: End of 10 day upset period; no new bids received

Feb. 16, 2017

To: Bertie County Tax

We Melvin Cherry and Myra Cherry
are making an offer of \$7,500.00 to purchase
603 Holly Ave Windsor, NC.

Thank You
Melvin Cherry
Myra Cherry

FINAL REPORT - SCHEDULE A
RICHARD S. PUGH, JR. - (16-CVD-209)
RECEIPTS

Bid price to be applied toward costs and taxes, pursuant to N.C.G.S. 105-376:	\$6,182.47
Recording fee for Deed	<u>\$26.00</u>
Total	\$6,208.47

DISBURSEMENTS

Clerk of Court - Filing Fees	\$150.00	
Certified Mail	\$40.05	
Service by Sheriff	\$30.00	
Bertie Ledger-Notice of Sale	\$420.00	
Bertie County Register of Deeds	\$26.00	
Total Cost	\$666.05	
 Attorney's Fees - Pritchett & Burch, PLLC	 \$ 2,037.00	
 Fees and Cost	 \$2,703.05	
Taxes	\$3,505.42	
Total Cost and Taxes	\$6,208.47	
Check to Bertie County Register of Deeds	(-\$26.00)	<u>\$6,182.47</u>
EXCESS		\$0.00

<u>PURSUANT TO N.C.G.S. 105-376, THERE WERE NO ACTUAL RECEIPTS OR DISBURSEMENTS.</u>



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: C-5

DEPARTMENT: Governing Body

SUBJECT: Approve amount for 2017 Relay for Life donation – 2016’s donation was \$2,000

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Dear Bertie County Commissioners,

Thank you for the recent opportunity to present Bertie County's Relay for Life to you. Our 24th annual event is scheduled for May 19, 2017 at Roy L. Bond, Jr. Football Stadium.

The declaration of the Proclamation was appreciated. May is truly "the Purple Ribbon" campaign and brings Hope to many.

Relay For Life is about bringing the community together, increasing awareness about cancer prevention and raising funds for the American Cancer Society.

The American Cancer Society is a top non-government funder of cancer research projects. The majority of cancer detection and treatment options were developed through the American Cancer Society.

All monetary donations are changing the course of cancer! We, the planning committee of Bertie County's Relay for Life appreciate your consideration for this lifesaving event.

Last year the county government's donation was \$2000. We value your support again this year!

Thank you for your partnership in the fight against cancer,

Jo Ann Jordan
Acting Chair, Relay for Life of Bertie County



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: C-6

DEPARTMENT: Governing Body

SUBJECT: Budget Amendment

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

BUDGET AMENDMENT

BUDGET AMENDMENT				
		# 17-08		
	INCREASE			INCREASE
10-4335-5540-00	\$ 20,741		10-0090-4991-99	\$ 20,741
INCREASE BUD FOR CLOSING COST ON AMBULANCE PURCHASES - USDA				
APPROVED ___ / ___ /2017				

Bertie County
New Ambulances

<u>Item</u>	<u>No.</u>	<u>Cost</u>	<u>Total</u>
HUT - Highway Use Tax	4	\$ 4,156.47	\$ 16,625.88
Tags	4	\$ 6.00	\$ 24.00
Amount over loan (excluding sales tax)			\$ 4,090.59
Needed for Closing			<hr/> \$ 20,740.47



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: D-1

DEPARTMENT: Governing Body

SUBJECT: Discuss timeframe for completion of lease, and opening of temporary Lawrence Memorial Library location – Food Lion Shopping Center

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Rawls & Associates

Real Estate Developers

Post Office Box 8699
Greenville, North Carolina 27835
252-946-9219
Email: LeaseAndManage@gmail.com

March 27, 2017

Mr. Scott Sauer
Bertie County Manager
P.O. Box 530
Windsor, North Carolina 27983

Reference: Proposal for the Bertie County Library
Windsor Square Shopping Center

Dear Mr. Sauer,

It was nice to meet with you regarding the possibility of re-locating the Bertie County Library to the Windsor Square Shopping Center. Please find below the information that you have requested:

LANDLORD:	Windsor Square, LLC
TENANT:	The County of Bertie, North Carolina
PREMISES:	Approximately 6,400 square feet of finished and ready to use office space, end cap unit, "as-is"
LEASE TERM:	TBD
MINIMUM RENTAL RATE:	\$2,500/month, net of utilities, janitorial/trash removal Tenant shall receive a total of one (1) month free rent for move in and organization.
RENEWAL OPTION:	TBD
RENEWAL OPTION MINIMUM RENTAL RATE:	3% over previous term
ANTICIPATED LANDLORD DELIVERY OF PREMISES:	Upon full execution of Lease Agreement

Shipping:
1354 Frankie Coburn Road
Greenville, North Carolina 27834

ANTICIPATED LEASE

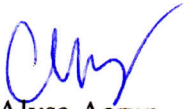
COMMENCEMENT DATE: Upon full execution of Lease Agreement

SECURITY DEPOSIT: Tenant shall pay the equivalent of one (1) months' rent as Security Deposit upon execution of the Lease.

SIGNAGE: TBD

Mr. Sauer, thank you for taking your time to review this proposal. I hope that it is a good starting place to begin negotiations. I know that government agencies have certain requirements that will need special attention, and I can always try to accommodate these things. If you have any questions, please let me know. I look forward to hearing from you soon.

Sincerely,



Alysa Aarup
Director of Leasing and
Asset Management

THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Article I
Basic Lease Provisions

Section 1.01. Basic Lease Provisions

EFFECTIVE DATE:

LANDLORD: **Windsor Square, LLC**

ADDRESS OF LANDLORD: Post Office Box 8699
Greenville, North Carolina 27835
(252) 946-9219; LeaseAndManage@gmail.com

TENANT:

ADDRESS OF TENANT:
(Prior to Lease Commencement)

ADDRESS OF TENANT:

PERMITTED USE: The Premises shall be used only for _____ and for no other purposes whatsoever without the prior, written permission of Landlord.

TENANT'S TRADE NAME: Wahoo Tanning

PREMISES: That portion as outlined in red on the site plan attached hereto as Exhibit A (the "Site Plan") containing approximately _____ rentable square feet with an address of _____.

LEASE TERM:

LEASE TERM COMMENCEMENT DATE:

RENT COMMENCEMENT DATE:

FIXED MINIMUM RENT:

ADDITIONAL RENT:

OPERATING COSTS: All by Tenant, unless specified.

SECURITY DEPOSIT:

Section 1.02. Significance of a Basic Lease Provision

Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease Provisions shall be construed in connection with and limited by any such reference.

Section 1.03. Enumeration of Exhibits

The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A. Site Plan of Premises

Exhibit B. Sign Criteria

Exhibit C. Landlord's Work

Exhibit D. Rules and Regulations

Exhibit E. Guaranty of Lease

Article II Demise of Premises and Quiet Enjoyment

Section 2.01. Description and General Obligations.

Landlord warrants to Tenant that it owns or controls the land shown on Exhibit A, together with the certain proposed buildings and improvements thereon depicted, all of which constitute the Premises. In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases and demises the Premises to Tenant and Tenant rents same, in order that Tenant shall continuously operate its retail business operations thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Premises. The approximate location of the Premises is outlined in red on the site plan attached hereto as Exhibit A (the "Site Plan").

Section 2.02. Permitted Use

Lessee shall use the Premises for the operation of _____ and related services including general office duties but for no other purposes unless specifically agreed to in writing by Lessor.

Section 2.03. Use of Common Areas.

The use and occupation by the Tenant of the Premises shall include a revocable license to use in common with the others entitled thereto, the Common Areas, as may be designated from time to time by the Landlord, subject however to the terms and conditions of this Lease and to rules and regulations to the use thereof as prescribed from time to time by the Landlord. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center. Landlord will have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof; (iii) close any or all portions of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights by any person or by the public therein; (iv) close temporarily any or all portions of the Common Areas; (v) change the number and location of buildings, building dimensions, number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenants, provided only that the size of the Premises, reasonable access to the Premises and the parking facilities to be provided shall not be materially impaired; and (vi) do and perform such other acts in and to the Common Areas and improvements therein as, in the exercise of good business judgment, Landlord shall determine to be advisable.

The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Premises designated by Landlord for the general use, in common, of occupants of the Premises, including Tenant, its officers, agents, employees, and customer, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, service areas, loading platforms, drainage and plumbing systems, roof, canopies, ramps, landscaped areas and other similar facilities available for common use which may from time to time exist. All Common Areas not within the Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of the Common Areas were diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement or rent.

Section 2.04. Tenant's Acceptance of Property:

Landlord and Tenant hereby agree that Tenant's taking possession shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with

all covenants and obligations of Landlord in connection therewith. Tenant agrees that it will accept possession of the Premises in its "AS IS" condition, that all obligations imposed upon Landlord under this Lease relating to the delivery and construction thereof by Landlord have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing, by both parties prior to entry. Similarly, Tenant hereby agrees that no representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives, and Tenant acknowledges that no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives. Tenant further agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Premises or that Tenant has any exclusive right to sell merchandise of any type and (it being agreed and understood that Landlord shall have the right to lease other space in the Premises to tenants selling merchandise similar to the merchandise to be sold by Tenant).

Section 2.05. Landlord's Work.

Landlord, at its cost, shall construct upon and provide to the Premises such items of work, material and fixtures as may be specifically identified as "Landlord's Work" on Exhibit B, if any, which is attached hereto and incorporated herein by reference.

Section 2.06. Tenant's Work.

Except for any items listed as Landlord's Work on Exhibit B, if any, Tenant agrees that it shall perform all Tenant work in the Premises and shall install such stock, fixtures and equipment and perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening and continuous operation of its business thereon. Any and all alterations or improvements made by Tenant must be approved by Landlord before work begins. Tenant shall observe and perform all of its obligations under this Lease and shall pay charges for temporary water, heating, cooling and lighting from the date upon which the Premises are made available to Tenant for its work (or from the date when Tenant commences to perform its said work, if earlier) until the Rental Commencement Date.

If the Tenant's Work requires permits from the applicable governmental authorities, Tenant shall use best, continuous efforts from and after the Effective Date to obtain such permits, and if Tenant fails to obtain such permits within seventy-five (75) days after the Effective Date, Landlord, at any time after such date until Tenant has obtained such permits, shall be entitled to terminate this Lease by providing written notice to Tenant. Prior to commencement of any work upon the Premises by Tenant, Tenant shall deliver to Landlord evidence satisfactory to Landlord that Tenant has obtained the insurance required to be maintained by Tenant pursuant to Article VIII herein.

Section 2.07. Quiet Enjoyment

Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord, hereunder "Fixed Minimum Rent" and "Additional Rent," and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises and the appurtenances throughout the Lease Term without interference by the Landlord, subject, nevertheless, to the other terms and provisions of this Lease.

Section 2.08 Lease Term and Lease Year.

The Lease Term shall be the period specified on the schedule in the Basic Lease Terms in Section 1.01; provided, however, Landlord and Tenant acknowledge that this Lease, and the rights and obligations set forth herein, are effective and binding as of the Effective Date. If Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant in accordance with the terms hereof by on or before the Effective Date or the Target Delivery Date, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Notwithstanding the foregoing, in the event Landlord is unable to deliver possession of the Premises in accordance with the terms hereof on or before that date which is one hundred eighty (180) days following the Target Delivery Date, except to the extent any such delay has been caused by Tenant or any of its agents, employees or contractors or a force majeure matter, either party may elect to terminate this Lease upon written notice to the other in which event the parties hereto shall have no further rights or obligations hereunder. If Landlord should be delayed in the completion of Landlord's Work as a result of any delay caused, in whole or in part, by Tenant or any of its agents,

employees or contractors, then the Beginning Date and Rent Commencement Date shall be accelerated by the number of days of such delay.

“Lease Year,” as used herein shall be a successive period of twelve (12) calendar months following the Commencement Date until the last day of the month that is twelve (12) calendar months after the Commencement Date occurs. If the Commencement Date is other than on the first day of a calendar month, the first Lease Year shall be the period of time from said Commencement Date to the last day of the month in which said Commencement Date shall occur plus the following twelve (12) calendar months.

If the Premises are vacant prior to the Delivery Date, Tenant shall have the right with the prior written consent of Landlord, at its own risk, to enter upon the Premises for the purpose of taking measurements therein and for any other reasonable purpose permitted by Landlord; provided, however, that such entry (i) shall not interfere with any work being done by or on behalf of Landlord, (ii) shall be subject to reasonable conditions set forth by Landlord (e.g., any party entering the Premises may be required to wear hardhats), and (iii) Tenant shall indemnify Landlord against any loss or liability arising therefrom.

Section 2.06. Statement of Lease Term

When the Commencement Date and termination date of the Lease Term have been determined, Landlord and Tenant shall execute and deliver a written statement specifying therein the Commencement Date and termination date of the Lease Term.

Section 2.07. Failure of Tenant to Open

In the event that Tenant fails to open the Premises for business fully fixtured, stocked and staffed within sixty (60) days of the Commencement date of the Lease Term, then the Landlord shall have in addition to any remedies herein provided the right at its option to collect the Fixed Minimum rent.

Article III Rent

Section 3.01. Fixed Minimum Rent

During the entire Lease Term, Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, without any prior demand (no invoice sent) and without any deduction or setoff whatsoever, the Fixed Minimum Rent as provided in Section 1. The payment of Fixed Minimum Rent by Tenant to Landlord shall be made in advance on the first day of each calendar month during the Lease Term hereof. Fixed Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

Section 3.02. Security Deposit

Tenant has concurrently with the execution of this Lease deposited with Landlord the sum set forth in Section 1 (hereinafter sometimes referred to as the (“Security Deposit”) as security for the full performance of every provision of this Lease by Tenant. If Tenant shall fully perform each provision of this Lease, the Security Deposit shall be returned to Tenant without interest within thirty (30) days after the expiration of the Lease Term. The Security Deposit, however, may not be used as Fixed Minimum Rent or Additional Rent.

Section 3.03. Additional Rent and Operating Costs, Taxes, and Insurance Charges

In addition to Fixed Minimum Rent, all other payments shall be deemed to be and shall become “Additional Rent” hereunder whether or not the same be designated as such, and shall be due and payable without demand. During each month of the Lease Term, Tenant shall pay, along with its monthly installments of Fixed Minimum Rent and without demand, deduction or setoff, as Additional Rent to Landlord:

- (a) Tenant’s Proportionate Share of all costs incurred by Landlord in maintaining, repairing, replacing, improving, operating, managing, administering and insuring the portions of the Premises which are the responsibility of Landlord hereunder (herein sometimes referred to as “Operating Costs”), including without limitation, the total cost of operating,

repairing, replacing, lighting, cleaning, landscaping, maintaining, painting, securing (if Landlord shall so elect), parking lot repair, liability insurance for the Common Areas, removal of snow, pest control, refuse, payment for utilities, water, electricity, backflow repairs and maintenance, sand filters repairs, costs incurred in complying with governmental laws, ordinances, rules and regulations, maintenance and replacement, Common Area maintenance and security personnel payroll, operation of maintenance equipment and supplies; services, if any furnished by Landlord for the nonexclusive use of all tenants; as well as administrative costs equal to fifteen percent (15%) of the total cost of operating and maintaining the Common Area;

- (b) Tenant's Proportionate Share of the "Taxes", which shall mean all governmental impositions, levies, fees, taxes, assessments or charges of every kind and nature whatsoever which are levied, assessed or imposed against the Shopping Center or any portion thereof or by reason of the ownership and operation of the Shopping Center and receipt of Rent therefrom including, without limitation, ad valorem taxes, real estate taxes, any other tax on rents or real estate, water or sewer and all other governmental exactions from time to time directly or indirectly assessed or imposed upon the Shopping Center including any interest on the same that may be incurred and/or the portion of the land upon which it is situated, including all costs and fees paid or incurred by Landlord in contesting, or in negotiating with the public authorities as to the amount of such assessments, charges or taxes or the basis upon which the same shall be assessed;
- (c) Tenant's Proportionate Share of "Insurance Costs", which shall mean and include the cost to Landlord of insurance (including, without limitation, premiums for insurance policies whether under master or blanket policies or separate policies) obtained by Landlord in connection with the Shopping Center, including, without limitation, any liability insurance or extended coverage; personal injury; death and property damage insurance; fire; theft or other casualty insurance; Worker's Compensation Insurance; and fidelity bonds for personnel and insurance against liability for defamation and false arrest occurring in or about the Common Area.

For purposes hereof, "Tenant's Proportionate Share" shall be deemed to be a fraction, the numerator of which shall be the number of rentable square feet of the Premises and the denominator of which shall be the total rentable square footage of the Shopping Center.

Section 3.04. Past Due Rent and Additional Rent

If Tenant shall fail to pay, when the same is due and payable, any Rent or any Additional Rent, or amounts or charges of the character described above, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate which is the lesser of eighteen (18%) percent per annum or the maximum interest rate permitted by law. Tenant shall in addition pay as Additional Rent a fee of One Hundred Dollars (\$100.00) for processing of late payments.

Article IV Common Areas and Operating Costs

Section 4.01. Operating Costs

Tenant is responsible for all Operating Costs related to Tenant's business, including but not limited to, all ad valorem taxes, assessments and licenses on all of Tenant's equipment, inventory, fixtures, leasehold improvements and other property used by Tenant in said business. Tenant is also responsible for any repairs to Tenant's property.

Article V Utilities

Section 5.01. Tenant Responsibilities

Tenant shall make application for, obtain, pay for, and be responsible for all utilities required, used or consumed on Premises, including, but not limited to, gas, water, telephone, electricity, sewer and garbage collection. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Premises.

Article VI
Alterations, Installation, Maintenance, Operation, and Repair

Section 6.01. Alterations

Tenant shall effect no alteration to the exterior or the roof of the Premises or the building of which same is a part, nor shall Tenant effect any alteration in or about the Premises that would affect any systems serving the Premises, such building or the Shopping Center or which can be seen from the exterior of the Premises, without in each such instance obtaining the prior written consent of Landlord, which may be granted, withheld or conditioned in Landlord's sole discretion. Except as provided in the immediately preceding sentence, Tenant shall effect no alteration to the interior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or conditioned; provided, however, interior cosmetic alterations (e.g., painting, carpeting, etc.) which do not impact building systems (e.g., electrical, plumbing HVAC, etc.) and which do not exceed \$50,000 in the aggregate for all such alterations during any Lease Year shall not require Landlord's prior consent, but Tenant shall in any event provide Landlord with notice of such alterations not less than five (5) business days prior to commencement of same. For any alteration or improvement in excess of \$30,000.00, Tenant shall provide Landlord with written evidence of Tenant's appointment of a lien agent. Any alteration or improvement made within the Premises which results in any damage to the Premises shall be repaired by Tenant at the request of Landlord and in any event at the termination of the Lease. Except as otherwise provided, all alterations, improvements and additions to the Premises shall remain thereon at the termination of the Lease and shall become the property of Landlord unless Landlord shall notify Tenant to remove same, in which latter event Tenant shall remove same prior to the Expiration Date and restore the Premises to the same condition in which they were found prior to the commencement of work resulting in the alterations, improvements and additions.

Section 6.02. Tenant Installation

Tenant shall, at Tenant's sole expense, install all trade fixtures and equipment related to operate its business (all of which shall be of first-class quality and workmanship). All trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of the Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not cause, contribute to, or result in Tenant's default hereunder; and further provided that Tenant shall at Tenant's sole expense promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property of like or better quality. The term ("trade fixtures") as used herein shall not include carpeting, floor coverings, attached shelving, lighting fixtures other than free standing lamps, wall coverings, or similar Tenant improvements which shall become the property of the Landlord upon surrender of the Premises by Tenant for whatever reason. All alterations to the Premises must be approved in writing from the Landlord.

Section 6.03. Maintenance by Tenant

Tenant shall, at Tenant's expense, at all times keep the Premises (interior and exterior) and appurtenances thereto in good order, condition, and repair, clean, sanitary, and safe, including the replacement of equipment, fixtures, and all broken glass (with glass of the same size and quality), doors and door handles/locks, plumbing fixtures and shall in a manner satisfactory to Landlord, decorate and paint the Premises when necessary to maintain at all times a clean and pleasant appearance. In the event Tenant fails to perform any of its obligations as required hereunder, Landlord may, but shall not be required to, perform and satisfy same with Tenant hereby agreeing to reimburse Landlord, as Additional Rent, for the cost thereof promptly upon demand. Tenant shall make any and all additions, improvements, alterations, and repairs to or on the premises other than those required for the structural repair and maintenance of the roof, foundation, or exterior walls. Tenant is responsible for maintaining heating and air conditioning with a service contract through a licensed and reputable heating and air conditioning firm, and any charges relating to the repair of heating and air-conditioning, up to \$1,000.00 per Lease Year

Section 6.04. Signs, Awnings and Canopies

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will

not place or maintain any exterior lighting, plumbing fixture, or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. At the end of the Lease, Tenant is responsible for removing said sign and repairing and restoring the fascia of the premises.

Section 6.05. Tenant Shall Discharge all Liens

Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or material men for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interests therein, provided that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord. Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics, laborers or material men lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be amended by Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant will pay, protect and indemnify Landlord within ten (10) days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien and/or the removal of the same.

Section 6.06. Maintenance by Landlord

Landlord shall keep the exterior supporting walls, the foundations, roof, and spouting of the Premises in reasonable repair, provided that the damage thereto shall not have been caused by negligence of Tenant, in concessionaires, officers, agents, employees, licensees, or invitees; in which each Tenant shall be responsible therefore. Landlord shall have no obligation to repair, maintain, alter, or perform any other acts with reference to the Premises or any part thereof, or any plumbing, ventilating, electrical, or other mechanical installations therein. However, Landlord warrants that the heating, air conditioning and plumbing will be in working order at lease commencement.

Section 6.07. Lien on Fixtures

During the Lease Term or any renewals or extensions thereof, Landlord shall have an express lien (in addition to statutory liens) for the payment of Rent and to secure full and complete performance of all the terms and conditions hereof upon all the trade fixtures, goods, stock in trade, and personal property of Tenant which shall have been or thereafter may be placed upon the Premises. Tenant agrees (i) upon request of Landlord to execute and deliver from time to time all documents necessary to perfect said lien and (ii) that Landlord may file, without Tenant's signature, any documents to perfect such lien.

Section 6.08. Hazardous Materials

Landlord hereby warrants to the best of its knowledge and belief without any duty to investigate or inquire as of the date of this Lease, there are no Hazardous Substances (as defined herein below) currently existing on, in or under the Premises or the Premises and that there are no underground storage tanks under the Premises or the Premises. Tenant hereby covenants and agrees that it shall not discharge any Hazardous Substances on, in or under the Premises or the Premises. Each party shall fully indemnify and hold the other party harmless from any liability, damage, loss, cost or expense that either party might otherwise suffer from the other party's breach or default of its warranties or covenants, as the case may be, in this Section. Tenant further agrees to give Landlord prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises or the Shopping Center, and Tenant agrees to promptly clean up any Hazardous Materials which are placed in the Premises or the Shopping Center by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants and to remediate and remove any such contamination relating to the Premises

or Shopping Center, as appropriate, at Tenant's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect and to Landlord's satisfaction, at no cost or expense to Landlord. The indemnity of this Section shall survive the expiration or other termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by the United States Congress of the EPA or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree now or at any time hereafter in effect regulating, relating or otherwise regulated waste, substance or material, as now or at any time hereafter in effect.

Article VII Notices

Section 7.01 Written Notice to Parties

All written notices communications between the parties as required by the Lease shall be delivered to at such address as is shown in Section 1.01, Basic Lease Provisions. All notices required under this Lease shall be in writing, signed by the party giving such notice and transmitted by personal delivery, overnight courier, prepaid, or certified or registered mail, postage prepaid, and shall be deemed given upon delivery or attempted delivery, if such delivery is refused, as noted on the applicable receipt or records of the party delivering or attempting to deliver same.

Article VIII Insurance

Section 8.01. Tenant's Coverage

Tenant shall maintain at its sole expense during the term hereof commercial general liability insurance with insurance company satisfactory to Landlord covering Tenant, and naming Landlord, Landlord's managing agency and Landlord's mortgagee as an additional insured, providing single limit coverage of not less than \$1,000,000.00 bodily injury, including death and personal injury, and property damage for any one occurrence in the Premises, and \$1,000,000.00 per location general aggregate. Tenant shall indemnify Landlord and hold Landlord harmless from and against all claims, actions, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about (including the sidewalk in front of the (Premises), or arising out of, the Premises occasioned wholly or in part by any act or omission of Tenant, its agent, licenses, contractors, customers, invitees, except for the negligence on the part of the Landlord, its agents, licenses, contractors, customers, and invitees. Landlord shall be provided, without demand, a current copy of Tenant's Certificate of Insurance.

Section 8.02. Indemnification

Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Premises or the Premises, (b) and all claims arising from any breach or default in the performance of any obligation of Tenant, (c) any act, omission or negligence of Tenant, its agents or employees. Tenant further releases Landlord from liability for any damages sustained by Tenant or any person claiming by, through or under Tenant due to the Premises, the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including, but not limited to, any damage caused by water, snow, windstorm, tornado, hurricane, gas, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Premises. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever, except the affirmative acts proven negligence of Landlord, and then only the extent not covered by insurance to be obtained by Tenant in accordance with Section 8.01 hereof.

Section 8.03. Mutual Release, Waiver of Subrogation

Landlord and Tenant hereby release each other and anyone claiming through or under the other by way of subrogation from any and all liability for any loss or damage to property, whether or not caused by the negligence or fault of the other party. In addition, Landlord and Tenant shall cause each insurance policy carried by them insuring the Premises or the Premises, or the contents thereof,

to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.

Section 8.04. Landlord's Insurance.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Shopping Center or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. Tenant further agrees to pay on demand from Landlord, as Additional Rent, any increase in premiums on insurance carried by Landlord to the extent that such increase is connected to Tenant's use of the Premises and/or the Shopping Center.

**Article IX
Casualty and Condemnation**

Section 9.01. Fire, Explosion or Other

If the Premises are damaged or destroyed by fire, storm, Act of God, war, riot, unavoidable accident, public enemy or other casualty to such an extent that greater than twenty percent (20%) of the rentable square footage thereof is rendered untenable as a result thereof, Landlord reserves the right of either terminating this Lease or restoring the Premises to the condition in which they were prior to such damage or destruction. If Landlord should elect to reconstruct the Premises, Tenant is to be advised in writing by Landlord within a period of forty five (45) days after said damage or destruction that Landlord will speedily and as soon as practicable repair and restore the Premises to the condition above set forth. During the time required for repairing and restoring the Premises as aforesaid, to the extent that the same are rendered untenable the Fixed Minimum Rent shall abate on a per diem basis in proportion to that portion of the Premises rendered untenable.

If the Premises, or any part thereof, should be damaged by fire, storm, war, riot, Act of God, unavoidable accident, public enemy or other casualty to such an extent that less than twenty percent (20%) of the rentable square footage thereof is rendered untenable as a result thereof, Landlord shall, to the extent of available insurance proceeds, speedily and as soon as practicable after such destruction repair and restore the Premises to the condition in which they were prior to such damage or destruction, during the time required for repairing or restoring. In the event of any such casualty event, Rent shall abate on a per diem basis in proportion to that portion of the Premises rendered untenable.

Notwithstanding the above, if (i) the Premises are damaged or destroyed by a casualty not covered by Landlord's insurance, (ii) such damage to the Premises is suffered during the last year of the then current Lease Term and the damage is sufficiently extensive to result in the entire suspension of Tenant's business, however temporary, (iii) the proceeds of any insurance are not made available to the Landlord, or (iv) if a material portion of the Shopping Center is damaged (whether or not the Premises is damaged), then Landlord at its option may elect to terminate this Lease by providing written notice to Tenant.

Section 9.02. Landlord's and Tenant's Work

The provisions of this Article IX with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the same condition as when possession was delivered by Landlord. Promptly following such condemnation, Tenant shall, at Tenant's expense, perform any work required to place the Premises in the condition as it was at the beginning of the Lease and Tenant shall restore, repair, or replace its stock in trade fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

Section 9.03. Eminent Domain.

If more than twenty percent (20%) of the rentable square footage of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority. If less than twenty percent (20%) of the rentable square footage of the Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion

of the Premises is taken and the Lease not terminated, the Fixed Minimum Rent specified herein shall be reduced during the unexpired Lease Term in proportion to the area of the Premises so taken. Any such reduction shall be effective on the date physical possession is taken by the condemning authority.

If any portion of the Common Area of the Shopping Center is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall continue in full force and effect, without reduction in Rent or other changes in the terms of this Lease unless the area so taken shall exceed twenty-five percent (25%) of the total number of square feet in the Common Area of the Shopping Center, in which event Landlord may terminate this Lease, or, if such taking prohibits access to the Premises, Tenant shall be entitled to Terminate this Lease.

Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party not later than thirty (30) days after the date on which physical possession is taken by the condemning authority and shall be deemed effective as of the date of said taking. If, however, the Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Shopping Center which are required by the taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or a part of the Premises, shall be the property of the Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Premises. Under no circumstances shall Tenant's claim for such award reduce or diminish Landlord's award nor shall Tenant have a claim for loss of its leasehold estate.

Article X Default and Remedies

Section 10.01. Definitions

The occurrence of any one of the following events (herein called "Events of Default") shall constitute a material default and breach of this Lease by Tenant:

A. The failure of Tenant to make the rent and/or additional rent payments herein described as and when due;

B. The failure of Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease where such failure shall continue for a period of the five (5) days after it becomes known to Tenant by written notice hereof from Landlord to Tenant; provided, however, that if the nature of Lessee's default is such that more than five (5) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the five (5) day period and thereafter diligently prosecutes such cure to completion;

C. The filing by Tenant of either a petition to have Tenant adjudged bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of Tenant's assets; the attachment, execution or other judicial seizure of substantially all of the Tenant's assets located at the premises or Lessee's interest in this Lease where such seizure is not discharged within thirty days;

D. Vacating or abandoning the Premises by Tenant or failing to operate its business continuously and uninterruptedly therein and such default continues for a period of five (5) days after written notice to Tenant thereof;

E. Tenant's interest in this Lease or the Premises is subjected to any levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding, and such order or decree shall not be vacated within fifteen (15) days after entry thereof.

Section 10.02. Remedies of Default

A. If one or more of the Events of Default described in the above paragraph occur and shall continue for such time after notice required to be given is given as provided in that paragraph then:

1. Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease or of the Rules and Regulations now or hereafter in effect. The reasonable cost of such corrections and repairs made at Lessor's direction shall constitute additional rent payable as described in this Lease.
2. Landlord, with or without terminating the Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove there from all property thereon belonging to Tenant within three (3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.
3. Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter and relet the Premises and remove Tenant there from and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.
4. Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises or any part thereof for such time or times and at such rent or rents and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting including the cost of any such repairs to the Premises; and if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent Tenant of part of all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent Tenant or Tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.
5. Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination and upon such termination Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination including without limitation the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (a) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder to the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of the Lease or (b) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days of the notice of termination.

B. In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord except such claims as arise from the negligence of Landlord; and Tenant shall save Landlord harmless from any loss, cost (including legal expenses and reasonable attorney's fees) or damages suffered by Landlord by reason of such re-entry excepting such damages caused by Landlord's own negligence. No such re-entry shall be considered or construed to be a forcible entry.

C. No course of dealing between Landlord and Tenant, or any delay on the part of Landlord or Tenant in exercising any rights it may have under this Lease, shall operate as a waiver of any of the rights of Landlord or Tenant hereunder. Nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults; and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

D. The exercise by Landlord of any one or more of the remedies provided in this agreement shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided by law. Such rights described within this paragraph shall be reciprocal to Tenant.

Section 10.03. Assignment and Subletting

A. Tenant shall not, either voluntarily or by operation of law, sell, assign, mortgage, hypothecate or encumber this Lease nor sublet or permit the Premises or any part thereof to be used by others (each being an "Assignment or Sublease"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Provided, however, it shall not be deemed unreasonable if Landlord withholds its consent to any Assignment or Sublease for any of the following reasons: (i) the proposed assignee, subtenant, occupant or party involved in the proposed Assignment or Sublease (each being a "Proposed Assignment or Sublease Party") does not assume all Tenant's obligations under this Lease (including, without limitation, the obligations related to the Required Use and the Permitted Uses) in form and content reasonably satisfactory to Landlord, (ii) the Proposed Assignment or Sublease Party does not have a net worth that is equal to or greater than the net worth then being used by Landlord to evaluate potential tenants for the Shopping Center, (iii) the Proposed Assignment or Sublease Party or any affiliate thereof has filed for bankruptcy or filed any petition or answers seeking any reorganization, arrangement, liquidation, dissolution or similar relief within three years prior to the date of the proposed Assignment or Sublease, (iv) the Proposed Assignment or Sublease Party or any affiliate thereof has previously defaulted on a lease agreement or purchase agreement with Landlord or an affiliate or subsidiary of Landlord, or (v) the Proposed Assignment or Sublease Party does not have experience relating to the Permitted Uses that is substantially similar to the experience of Tenant as of the Effective Date. If any Assignment or Sublease is for rent in excess of the Rent payable hereunder, Tenant shall pay any such excess to Landlord as additional Rent. If any Assignment or Sublease occurs, Landlord, in the event of default by Tenant, may collect rent directly from the Proposed Assignment or Sublease Party and apply the amount collected to the Rent due from Tenant. Such action by Landlord shall not constitute a waiver of this provision nor a release of Tenant from any obligation under this Lease. The consent of Landlord to an Assignment or Sublease shall not be construed to relieve Tenant from obtaining the written consent of Landlord to any further Assignment or Sublease and shall not relieve Tenant from liability hereunder. Any Assignment or Sublease under this Lease automatically cancels any options to extend the Lease Term which may have been granted hereunder.

B. Upon notice to Landlord of a proposed Assignment or Sublease of all or any portion of the Premises for the balance of the Term (the "Proposed Space"), Landlord shall have the option within thirty (30) days after its receipt of such notice, to terminate this Lease with respect to the Proposed Space, whereupon the parties hereto shall have no further rights or liabilities with respect to the Proposed Space except for those accruing prior to the effective date of such termination and as otherwise expressly set forth herein.

C. In the event of a proposed Assignment or Sublease, Tenant shall submit to Landlord, in writing, such information as Landlord may reasonably require, including, but not limited to (i) the name of the Proposed Assignment or Sublease, (ii) current financial statements, if any, available to Tenant disclosing the financial condition of the Proposed Assignment or Sublease Party, (iii) the nature of the business of the Proposed Assignment or Sublease Party, and its proposed use of the Premises (any assignment or subletting being subject to restrictions on use contained in this Lease), and (iv) the proposed commencement date of the Assignment or Sublease, together with a copy of the proposed documentation relating thereto.

Tenant shall pay to Landlord, as Additional Rent, any and all costs and expenses and any other administrative costs, overhead and attorneys' fees, plus all out-of-pocket expenses, incurred by Landlord in connection with such Assignment or Sublease. Such costs and expenses shall be paid as follows: (i) Tenant shall pay to Landlord a review fee (the "Review Fee") in the amount of \$1,000.00, which shall be paid as follows: (a) Tenant shall pay \$250.00 concurrently with submitting its written request for Landlord's consent to an Assignment or Sublease, and (b) Tenant shall pay \$750.00 to Landlord upon Landlord's consent to an Assignment or Sublease, if granted and (ii) to the extent the Review Fee does not adequately compensate Landlord for such costs and expenses incurred by Landlord, Tenant shall pay any additional costs and expenses within fifteen (15) days after Landlord

delivers an invoice therefor to Tenant. Landlord shall not be required to commence its review of Tenant's request for consent, nor to render its consent, until such time as Landlord shall have received the Review Fee. Within thirty (30) days after its receipt of such notice, Landlord shall either approve or disapprove such proposed Assignment or Sublease in writing or give Tenant notice of its election to terminate this Lease with respect to the Proposed Space (as hereinabove described). Tenant shall be responsible for all brokerage commissions and fees and similar charges relating to any Assignment or Sublease and shall indemnify and hold Landlord harmless from and against any and all claims, costs, expenses, and liabilities incurred by Landlord relating to same.

D. If Tenant is an entity, then (i) any transfer of the Lease from Tenant by merger, consolidation, operation of law, or dissolution or (ii) the sale, assignment, bequest, inheritance, transfer by option of law or other disposition of any part or all of the shares or interests of Tenant so as to result in a change in the control of Tenant, shall constitute an assignment for purposes of this Section 10.03.

Article XI Right of Entry

Section 11.01. Right of Entry

Landlord and its agents shall have the right to enter the Premises at reasonable times: (A) to inspect or protect the Premises or any of its equipment thereon; (B) to effect compliance with any law, order or regulation of any lawful authority; (C) to make or supervise repairs, alterations or additions; (D) to exhibit the Premises to prospective tenants, purchasers or other persons; (E) during the last six (6) months prior to the expiration of the term of the Lease or any renewal terms, Landlord may place upon the Premises the usual notices "For Rent," which notices Tenant shall permit to remain thereon without molestation.

Article XII Tenant's Property

Section 12.01. Taxes

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the term of this Lease against any personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant and taxes assessed on the basis of Tenant's occupancy thereof, including, but not limited to, taxes measured by Rents due from Tenant hereunder.

Section 12.02. Notices by Tenant

Tenant shall give immediate telephone or telegraphic notice to Landlord in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or defects therein or in any fixtures or equipment and shall promptly thereafter such notice in writing.

Article XIII Succession to Landlord's Interest

Section 13.01. Attornment, Subordination, Mortgagee's Approval, Estoppel Certificate

Tenant agrees that this Lease will either be subordinate or superior to any mortgage heretofore or hereafter executed by Landlord covering the Premises, depending on the requirements of such mortgagee. Tenant on request will execute such agreement making this Lease superior or subordinate as Lessor's mortgagee may request, and will agree to attorn to said mortgagee. Landlord consents to Lessee's execution of Landlord's mortgagee subordination, attornment agreement, and agrees to be bound by the provisions thereof. Further, Tenant agrees to execute within five (5) days of request thereof, as often as requested estoppel certificates setting forth the facts with respect to date of occupancy, termination date of this Lease, amount of rent due and date to which rent is paid, whether or not it has any defense or off sets to the enforcement of the Lease or knowledge of any default or breach by Landlord, and that this Lease is in full force and effect inclusive of all modifications and/or amendments, copies of which Tenant shall attach to such estoppel certificate. Tenant agrees that, in the event of foreclosure of any such mortgage or sale of the demised Premises under the power

contained herein, Tenant will attorn to and accept the purchaser at any such sale as Landlord for the balance of the remaining term of the Lease, subject to all the terms of the Lease.

Article XIV Surrender of Premises

Section 14.01. Condition of Surrender

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises.

Section 14.02. Holding Over of Tenant

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, or any extension, without the express written consent of Landlord, such occupancy shall be a tenancy from month to month terminable at will by either party upon not less than thirty (30) days written notice, and such monthly tenancy shall be on the same terms and conditions as those specified in this Lease, except that Fixed Minimum Rent shall be equal to one hundred fifty percent (150%) of the Fixed Minimum Rent for the immediately preceding Lease Year. Such increased Fixed Minimum Rent shall be in addition to all other rights and remedies of Landlord for such holding over by Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, costs, expenses and damages incurred by Landlord as a result of such holding over.

Article XV Miscellaneous

Section 15.01. Lease Modifications

This Lease represents the entire agreement between the Landlord and Tenant and shall not be modified except in writing duly executed by the parties hereof, and this Lease shall be construed in accordance with the laws of the State of North Carolina.

Section 15.02. Recordation of Lease

This Lease shall not be recorded, but the parties hereto agree that upon the reasonable request by either party to enter into and execute a short form Memorandum of Lease including a description of the Premises, to be prepared in accordance with the General Statutes of North Carolina, and said Memorandum of Lease may be recorded by either party. In the event the Lease is terminated pursuant to the mutual agreement of Landlord and Tenant or by its terms because of expiration of the Term or otherwise by agreement, Tenant covenants and agrees to execute and deliver to Landlord a document in recordable form stating that the Lease has been terminated and is no longer in force and effect on the Premises, and Tenant's failure to execute and deliver a said document affirming that the Lease has been terminated within ten (10) Business Days of the termination of the Lease shall serve to irrevocably appoint Landlord as Tenant's attorney-in-fact to execute and deliver such certificate or document for and on behalf of Tenant.

Section 15.03. Execution of Lease and Binding Effect

This Lease may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties. This Lease shall be binding upon and inure to the benefit of the parties hereto, their assigns, administrators, successors, estates, heirs and legatees respectively, except as herein provided to the contrary.

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation, Tenant shall furnish Landlord with such evidence, as Landlord reasonably requires evidencing the binding effect on Tenant of the execution and delivery of this Lease.

Section 15.04. Survival of Obligations

The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

Section 15.05. Landlord's Liability

Except for warranty of Landlord under Sections 2.01 and Section 6.06, in the event of any alleged default of Landlord, Tenant shall not seek to secure any claim for damages of indemnification by any attachment, levy, judgment, garnishment, or other security proceedings against any property of the Landlord other than Landlord's equity in the Premises. Landlord, as used herein, shall include any assignee or other successor of the original Landlord or its successors or assigns.

Section 15.06. Licensing Contingency

This Lease Agreement is contingent upon Tenant procuring all licenses and permits required by local governing authorities and the State of North Carolina for the conduct of Tenants business. Tenant will promptly and reasonably apply for the aforesaid licenses and permits.

Section 15.07. Waiver

It is understood and agreed that waiver by Landlord of any default or breach of any covenant, condition or agreement herein shall not be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof. The acceptance of Rent by Landlord with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No delay or omission of Landlord to exercise any right or power arising from any default on part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto.

Section 15.07. Force Majeure

Notwithstanding anything in this Lease to the contrary, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, weather, or any other cause whatsoever (including failure of Tenant to supply necessary data or instructions) beyond the reasonable control of Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

Section 15.08. Landlord's and Tenant's Warranty

Landlord covenants, represents and warrants that it has the full right and authority to lease the Premises upon the terms and conditions herein set forth and that Tenant shall peacefully and quietly hold and enjoy the Premises for the full Lease Term so long as it does not default in the performance of any of its agreements hereunder. If Tenant is other than an individual, natural person, Tenant covenants, represents and warrants that it is a validly formed and duly existing entity under the laws of the jurisdiction in which it is formed, that it has the power to enter into this Lease and perform Tenant's obligations hereunder and that the officers of Tenant executing this Lease on Tenant's behalf have the right and lawful authority to do so.

Section 15.09. Additional Instruments.

The parties agree to execute and deliver any instruments in writing, including a Memorandum of Lease suitable for recording, necessary to carry out any agreement, term, condition, or assurance in this Lease whenever occasion shall arise and request for such instrument shall be made.

Section 15.10. Partial Invalidity.

In the event that any part or provision of this Lease shall be determined to be invalid or unenforceable, the remaining parts and provisions of said Lease which can be separated from the invalid, unenforceable provision shall continue in full force and effect.

Section 15.11. Captions.

The index, paragraph and marginal titles, numbers and captions contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Lease nor any provision herein.

Section 15.12 Subordination.

This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter placed on the property of which the Premises is a part; provided, however, that at the option of any such mortgagee the Lease or portions of the Lease can be made superior to the mortgage or deed of trust; provided further that unless the entire Lease is made superior to such mortgage or deed of trust, the holder of said mortgage or the trustee of such deed of trust shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, deed of trust or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect notwithstanding any default proceeding under said mortgage, deed of trust or obligation secured thereby, including foreclosure. Tenant further agrees that it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and their successors or assigns and to the purchaser or assignee at any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Paragraph 50.

Section 15.13. Limitation of Landlord's Liability.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed within thirty (30) days after written notice from Tenant (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently pursuing the completion of same), and, as a consequence of such default, Tenant agrees to look solely to the estate and property of Landlord in the Shopping Center, subject to prior rights of any ground lessor, mortgagee, or deed of trust of the Shopping Center or any part thereof, for the collection of any judgment requiring the payment of money by Landlord in the event of any default by Landlord under this Lease. Tenant agrees that it is prohibited from using any other procedures for the satisfaction of Tenants' remedies. Neither Landlord nor any of its respective officers, directors, employees, heirs, successors, or assigns, shall have any personal liability of any kind or nature, directly or indirectly, under or in connection with this Lease.

Section 15.14. Prevailing Party.

If either party places in the hands of an attorney the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs.

Section 15.15. Landlord Default.

If Landlord shall fail or refuse to perform or comply with any of its obligations and covenants under this Lease and shall continue in default for a period of thirty (30) days (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently pursuing the completion of same) after Tenant has given Landlord written notice of such default (specifying such default with particularity) and demand of performance, Tenant may, but shall not be obligated to, remedy same and pursue an action against Landlord to recover its reasonable costs; however, it shall be the duty of Tenant in any event to use best efforts to mitigate Landlord's damages. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. With respect to any provision of this Lease which provides that Landlord shall not unreasonably withhold or delay

any consent or approval, Tenant shall not have, and Tenant hereby waives, any claim for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any allegation of unreasonableness by Landlord. Tenant's sole remedy shall be an action or proceeding to enforce any such provisions, or for specific performance, injunction or declaratory judgment, and the liability of Landlord (and its members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Shopping Center shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Shopping Center. In no event shall the members of Landlord be personally liable for any recovery or deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Shopping Center. The terms of this Section 15.13 shall survive the expiration or earlier termination of this Lease.

Section 15.16. Confidentiality

Except as required by applicable law, regulation or legal process, Tenant shall not disclose, publish or disseminate any terms or provisions of this Lease or any amendments hereto and shall keep same strictly confidential.

Section 15.17. Relocation

At any time after the Lease Term Commencement Date and continuing throughout the Lease Term, Landlord shall be entitled, upon not less than sixty (60) days written notice to Tenant, to cause Tenant to relocate from the Premises to another space substantially similar in size (a "Relocation Space") within the Shopping Center, provided such relocation does not increase the Minimum Monthly Rent or other costs payable by Tenant under this Lease. If Landlord elects to move Tenant, the suite into which Tenant is re-located shall have substantially similar Leasehold Improvements as were in the original Premises and Landlord will pay Tenant's reasonable costs of moving to the new location, including incidental costs such as reprinting existing stock of stationery and new Signage, but Landlord will have no other liability to respect to relocation. Such a relocation shall not terminate or otherwise affect or modify this Lease, except that from and after the date of such relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined.

Section 15.18. Brokerage.

Landlord and Tenant each warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord's Broker and Tenant's Broker, if any, and covenants to pay, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof except Landlord's Broker and Tenant's Broker. Landlord shall pay Landlord's Broker pursuant to a separate agreement, and Tenant shall be responsible for ensuring that Tenant's Broker has reached agreement for receipt of any and all payments owed to Tenant's Broker.

Section 15.19. Authority

If Tenant is a corporation, partnership or other business entity, Tenant hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Leased Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

If Tenant is an individual, Tenant hereby represents that Tenant is one of the following (check applicable box and fill in information, if applicable):

- A citizen of the United States
- A noncitizen national of the United States
- A lawful permanent resident (Alien # _____)
- An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable, month/day/year) _____

Section 15.20. Anti-Terrorism Representation

Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. r. 3162, Public Law 107-56 (commonly known as the “USA Patriot Act”) and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, “Anti-Terrorism Laws”), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, “Prohibited Persons”).

To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises or the Shopping Center. Tenant will not in the future during the Term of this Lease engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Leased Premises or the Shopping Center. Tenant’s breach of any representation or covenant set forth in this Section shall constitute a breach of this Lease on behalf of Tenant, entitling Landlord to any and all remedies hereunder, or at law or in equity.

[the remainder of this page intentionally blank – signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal this _____ day of _____, 20____.

LANDLORD:

Windsor Square, LLC

By: _____ (Seal)
Clarence A. Rawls III Revocable Trust
By: Patricia E. Rawls, Trustee

By: _____ (Seal)
Jeryl S. Rawls Revocable Trust
By: Jeryl S. Rawls, Trustee

TENANT:

By: _____ (SEAL)

By: _____ (SEAL)

_____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ (name of person or principal).

Date: _____

Signature of Notary

Printed name of Notary Public

(Official Seal)

My commission expires: _____

EXHIBIT A
(Site Plan)

(to be attached)

EXHIBIT B
(Sign Criteria)

(to be attached)

EXHIBIT C

Landlord's Work

Tenant hereby accepts the Premises in their "AS-IS" condition, and Landlord shall have no obligation to perform any work therein (including demolition of any improvements existing therein or construction of any tenant finish-work or other improvements therein), and shall not be obligated to reimburse Tenant or provide an allowance for any costs related to the demolition or construction of improvements therein.

EXHIBIT D
Rules and Regulations

Tenant agrees to comply with and observe the following rules and regulations:

1. Landlord must approve the interior decor of any facility before construction thereof begins.
2. Operating hours of the facility will be such that the facility is never open after 11 p.m., unless approved by the Landlord.
3. The facility will be supervised by the Tenant or the Tenant's representative during all operating hours.
4. All loading and unloading of goods shall be done only in the areas, and through the entrances, designated for such purposes by Landlord.
5. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord and necessary for the proper operation of the Premises or Premises.
6. All garbage and refuse shall be kept in the container specified by Landlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
7. No radio or television or other similar device shall be installed without first obtaining Landlord's consent in writing. No aerial or satellite dish shall be erected on the roof or exterior walls of the Premises, or on the grounds, without, in each instance, the written consent of the Landlord. Any aerial or satellite dish so installed without such written consent shall be subject to removal without notice any time.
8. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
9. The Landlord must approve all vending machines or equipment producing ancillary income.
10. Tenant shall not place or permit any obstructions or merchandise in the common areas immediately adjoining the Premises, except with the Landlord's written permission.
11. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
12. Tenant shall use at Tenant's sole cost such pest extermination contractor as Landlord may direct and at such time as is obviously necessary.
13. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Premises.
14. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gasses, or any smoke, dust, steam or vapors, or any loud or disturbing noises, sounds or vibrations to originate in or to be emitted from the Premises. Landlord recognizes that Tenant's customers may smoke in the Premises.
15. Tenant shall maintain the store windows in a clean and orderly condition.
16. Tenant shall at all times maintain an adequate number of suitable fire extinguishers on its Premises for use in case of local fires, including electrical or chemical fires.
17. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing rules or regulations at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the Tenant, and no such rescission, amendment, alteration or waiver of any rules or regulation in favor of one Tenant shall operate as an alteration or waiver in favor of any other Tenant. Landlord shall not be responsible to any Tenant for the non-observance by any other Tenant of any of these rules anytime.

EXHIBIT E
GUARANTY OF LEASE

As a material inducement to Landlord to enter into the Shopping Center Lease Agreement, dated _____, 20__ (the "Lease"), between _____, as Tenant, and **Windsor Square, LLC**, a North Carolina limited liability company, as Landlord, covering certain premises located at Windsor Square Shopping Center in Windsor, NC and all renewals, amendments, expansions, and modifications of the Lease, _____ (the "Guarantor(s)") hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant (and any assignee) under the Lease and any extensions or renewals of and amendments to the Lease. This Guaranty is an absolute, primary, and continuing guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantors shall be primarily liable, jointly and severally, with Tenant of Tenant's obligations. Guarantors waives any right to require Landlord to (a) join Tenant with Guarantors in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power, including, without limitation, any rights Guarantors may otherwise have under N.C. Gen. Stat. § 26-7, *et seq.*

Until all of Tenant's obligations to Landlord have been discharged in full, Guarantors shall have no right of subrogation against Tenant. Landlord may, without notice or demand and without affecting Guarantors' liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease. Without limiting the generality of the foregoing, if Tenant elects to increase the size of the leased premises, extend the lease term, or otherwise expand Tenant's obligations under the Lease, Tenant's execution of such lease documentation shall constitute Guarantors' consent thereto (and such increased obligations of Tenant under the Lease shall constitute a guaranteed obligation hereunder); Guarantor hereby waives any and all rights to consent thereto. Guarantors waives any right to participate in any security now or hereafter held by Landlord. Guarantors hereby waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty, and waives all notices of existence, creation or incurring of new or additional obligations from Tenant to Landlord. Guarantors further waives all defenses afforded guarantors or based on suretyship or impairment of collateral under applicable Law, other than payment and performance in full of Tenant's obligations under the Lease. The liability of Guarantors under this Guaranty will not be affected by: (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

Guarantors shall pay to Landlord all costs incurred by Landlord in enforcing this Guaranty (including, without limitation, reasonable attorneys' fees and expenses). The obligations of Tenant under the Lease to execute and deliver estoppel statements, as therein provided, shall be deemed to also require the Guarantors hereunder to do so and provide the same relative to Guarantors following written request by Landlord in accordance with the terms of the Lease. All notices and other communications given pursuant to, or in connection with, this Guaranty shall be delivered in the same manner required in the Lease. All notices or other communications addressed to Guarantors shall be delivered at the address set forth below. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantors and shall inure to the benefit of Landlord's successors and assigns.

This Guaranty shall be governed by the laws of the state in which the premises covered by the Lease is located.

WITNESS THE EXECUTION hereof this ____ day of _____, 20__.

Print Name :
Address: _____

COUNTY OF _____, North Carolina

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and executed the foregoing.

Date: _____

Signature of Notary

(Official Seal)

Printed name of Notary Public
My commission expires: _____



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: D-2

DEPARTMENT: Governing Body

SUBJECT: Discuss PARTF grant reimbursement conditions

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

DECLARATION OF RESTRICTION

PREPARED BY AND MAIL TO: JONATHAN E. HUDDLESTON, PRITCHETT & BURCH, PLLC, POST OFFICE DRAWER 100, WINDSOR, NORTH CAROLINA 27983

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

THIS DECLARATION OF RESTRICTION, made this the _____ day April, 2017, by **Bertie County**, a political subdivision of the State of North Carolina, whose mailing address is Post Office Box 97, Windsor, North Carolina 27983, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Bertie County is the fee simple owner of that certain tract of land situated in Whites Township, Bertie County, off of Bal Gra Road and more particularly described in the deed dated June 21, 2016, from Brown Brothers Enterprises, LLC to Bertie County, which deed is recorded at Book 956, Page 923 of the Bertie County Public Registry, which property is further shown as "Parcel A" on that survey recorded in Plat Cabinet B at Page 655 (hereinafter "the Property");

WHEREAS, the Declarant purchased the Property with State financial assistance from the N.C. Parks and Recreation Trust Fund, and pursuant to a contractual requirement the County has agreed to restrict the use of the Property to public recreation;

WHEREAS, Section 39-6.4(a) of the North Carolina General Statutes gives the Declarant the authority to restrict the use of its Property and to put that restriction on public record; and

WHEREAS, at its regularly scheduled meeting on April 3, 2017, the Bertie County Board of Commissioners voted to restrict the use of the Property to public recreation and to record this Declaration at the Register of Deeds signifying that restriction.

NOW, THEREFORE, the Declarant declares and makes known that the Property described in the deed dated June 21, 2016, from Brown Brothers Enterprises, LLC to Bertie County, which deed is recorded at Book 956, Page 923 of the Bertie County Public Registry, and which property is further shown as "Parcel A" on that survey recorded in Plat Cabinet B at Page 655, may not be converted to a use other than public recreation, whether by transfer, sale or in any other manner, without the approval of the North Carolina Department of Environment and Natural Resources (NCDENR).

[the remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Bertie County Board of Commissioners has caused this Declaration of Restriction to be executed in its name by its Chairman, attested by its Assistant Clerk and its corporate seal hereto affixed, all by due authority of the vote of the Board of Commissioners heretofore duly given, this the day and year first above written.

ATTEST:

BERTIE COUNTY

Sarah S. Tinkham, Clerk to
the Board of Commissioners
(SEAL)

BY: _____
John Trent, Chairman of the Board of
Commissioners of Bertie County

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that Sarah S. Tinkham personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by Sarah S. Tinkham as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this ____ day of April, 2017.

Notary Public's Signature

Notary Public's Printed Name

My commission expires: _____
(NOTARIAL SEAL/STAMP)



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: D-3

DEPARTMENT: Governing Body

SUBJECT: Water District III – Agribusiness extension proposal

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval. A local poultry producer desires to connect to the County Water System requiring a 4” line extension of 5,360 feet of pipe and related construction with a total cost of \$85,000 which is based on a preliminary engineering estimate.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval, with a 20-year service agreement.

ATTACHMENTS:

- (1) Revenue Estimate and Projected Return on Investment requiring annual water fees of \$4,285 for 19.79 years.
- (2) Line Item Cost Estimate

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Revenue Proformer

Each chicken house is 42' x 500'

Each chicken house receives 26,900 birds

Growing period is 49 days (7 weeks) and there are 5 to 6 flocks (7 week growing cycles) per year.

Production is idle for 21 days (3 weeks) between flocks when no water is consumed.

Water usage estimates: you may want to run a linear model for week 1 thru 7 using these parameters provided by Mr. Joyner.

		usage/day	days	x	total
Week 1	150 to 500 gallons per day X 2 houses	350	7	2	4900
Week 3	1,000 to 1,300 gallons per day X 2 houses	1100	7	2	15400
Week 4	1,500 to 1,750 gallons per day X 2 houses	1600	7	2	22400
Week 5	1,800 to 2000 gallons per day X 2 houses	1900	7	2	26600
Week 6	2000 to 2400 gallons per day X 2 houses	2200	7	2	30800
Week 7	2,500 to 3,200 gallons per day X 2 houses	2800	7	2	39200
					139300

growing cyc/yr	Tot Gal/cy	Annual Use	rate/1000	total
6	139000	834000	4.75	3981.5
Flat Rate/month	27			324
Estimated total Annual Rev				4285.5
Total Project Cost	84,811			
Years to recover investment				19.79

PART A - ROQUIST POCOSIN ROAD WATER MAIN EXTENSION

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1.	5,360.0	LF 4" Dia. PVC Water Main @ _____ _____ Dollars	6.75	36,180.00
		and _____ Cents/LF	_____	_____
2.	280.0	LF 4" Directional bore HDPE Water Main @ _____ _____ Dollars	40.00	11,200.00
		and _____ Cents/LF	_____	_____
3.	5,650.0	LF Pipeline Clean-up, Seeding & Testing @ _____ _____ Dollars	1.00	5,650.00
		and _____ Cents/LF	_____	_____
4.	1.0	EA 4" Gate Valve w/Box @ _____ _____ Dollars	800.00	800.00
		and _____ Cents/EA	_____	_____
5.	500.0	LBS Compact Fittings @ _____ _____ Dollars	1.50	750.00
		and _____ Cents/LB	_____	_____
6	1.0	EA 4 8 X 4 TAP/TIE IN _____ _____ Dollars		
		and _____ Cents/EA	3,500.00	3,500.00
6	1.0	EA 4 2 inch meter service _____ _____ Dollars		
		and _____ Cents/EA	2,500.00	2,500.00
7	1.0	EA 4 2 Blow Off Assembly _____ _____ Dollars		
		and _____ Cents/EA	2,500.00	2,500.00

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
6	10.0	TONS Stone Bedding @ _____ _____ Dollars		
		and _____ Cents/TON	<u>15.00</u>	<u>150.00</u>
7	25.0	CY Select Backfill (In & Out) @ _____ _____ Dollars		
		and _____ Cents/CY	<u>15.00</u>	<u>375.00</u>
8	160.0	LF Silt Fence @ _____ _____ Dollars		
		and _____ Cents/LF	<u>10.00</u>	<u>1,600.00</u>
9	10.0	EA Silt Wattle Check Dam @ _____ _____ Dollars		
		and _____ Cents/EA	<u>50.00</u>	<u>500.00</u>
10	50.0	SY Temporary Ditch Liner @ _____ _____ Dollars		
		and _____ Cents/SY	<u>4.00</u>	<u>200.00</u>
11	50.0	TONS CABC Stone @ _____ _____ Dollars		
		and _____ Cents/TON	<u>25.00</u>	<u>1,250.00</u>
12	15.0	SY Class I Rip Rap @ _____ _____ Dollars		
		and _____ Cents/SY	<u>60.00</u>	<u>900.00</u>
TOTAL CONSTRUCTION - PART A			\$	<u>68,055.00</u>
		<i>5% contingency</i>		<u>6,805.50</u>
		engineering		<u>5,700.00</u>
		inspection		<u>1,000.00</u>
		Construction Adm		<u>2,500.00</u>
		permitting		<u>750.00</u>
				<u>84,810.50</u>



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: D-4

DEPARTMENT: Governing Body

SUBJECT: Discuss appreciation lunch for faith based community leaders and volunteers for both Tropical Storm Julia and Hurricane Matthew

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: April 3, 2017

AGENDA ITEM: D-5

DEPARTMENT: Governing Body

SUBJECT: Discuss sponsorships for upcoming community events:

- a. NAACP 34th Annual Freedom Fund Banquet – April 15, 2017
- b. Three Hundred Years of Indian Woods, 1717-2017: North Carolina's Tuscarora Reservation – October 7-9, 2017

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Bertie County Branch - NAACP

34th Annual Freedom Fund Banquet

SATURDAY, APRIL 15, 2017 ~ 6:00 P.M.

Cashie-Heritage Convention Center
118 County Farm Road, Windsor, NC

~ Sponsorships~

We are inviting you to continue your support of the nation's oldest and most prominent Civil Rights Organization by becoming a sponsor of our upcoming 34th Annual Freedom Fund Banquet. Sponsors will be listed in the Banquet Program booklet and recognized for their contributions. This donation is for sponsorship only and does not include the cost of tickets. A listing of sponsorship opportunities is below.

Diamond - \$500.00	Silver - \$75.00
Platinum - \$200.00	Bronze - \$50.00
Gold - \$100.00	Patrons - \$25.00

.....

Yes, please list me as a _____ sponsor. I have enclosed my contribution
in the amount of _____.

Name to be listed: _____

Address: _____

City _____ State _____ Zip _____

Please respond no later than April 5, 2017. You may contact Mr. Willard Carney (252-325-5062), Ms. Ann Carney (631-664-4262), or Ms. Brenda Joyner (301-346-3779) if you have any questions. Checks are to be made payable to: **Bertie County Branch NAACP**. Our mailing address is **P.O. Box 756, Windsor, NC 27983**.

Donations are not tax deductible.

Call for Papers
Tercentenary Conference
**Three Hundred Years of Indian Woods, 1717-2017: North Carolina's Tuscarora
Reservation**

Hope Plantation, Windsor, NC/USA

October 7-9, 2017

<http://blog.ecu.edu/sites/nooherooka/>



Indian Woods in Bertie County--detail from David Stone-Peter Brown Map of North Carolina,, 1808
(courtesy of Library of Congress)

The organizers of *Neyuheruke 300 and Beyond* (Neyuheruke.org) working in collaboration with Hope Plantation, Windsor, N.C., invite proposals for presentations at a conference titled "Three Hundred Years of Indian Woods, 1717-2017" to be held at Hope Plantation 7-9 October 2017. The conference goal is to explore the history, archaeology, and cultural life of Indian Woods reservation from its creation by the colony of North Carolina in 1717 through 1804 when it was leased to the State of North Carolina; including and documented memories of the reservation until the 20th and 21st centuries. Proposals must be based on historical documents (maps, records, deeds, letters) from the period and/or subsequent forms of scholarly research.

Proposals should be submitted not later than **15 June 2017** to tisel@ecu.edu. All proposals must include a description of the proposed presentation of not more than 250 words including a listing of documents/objects to be used in the presentation; a brief biography of the presenter or presenters not to exceed 100 words. Proposed presenters may be scholars and independent researchers. Proposals will be reviewed by a panel of knowledgeable individuals as they are received and notifications sent promptly to their authors. Inquiries should be directed to Dr. Larry E. Tise at the email address listed above. Updates will appear on the Neyuheruke.org website. The sponsors regret that they can provide neither honoraria nor expenses for presenters to attend, although registration fees will be waived for scheduled presenters.

Contact:

Larry E. Tise, PhD
Department of History, East Carolina University
Brewster Building A-312
Greenville, NC 27858, USA
Phone + 01.252.328.1026