

# Bertie County Board of Commissioners



May 15, 2017  
**7:00 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**

May 15, 2017  
Regular Meeting

*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.*

**7:00-7:05** Call to Order and Welcome by Chairman Trent (**Volunteer Fire Department, Blue Jay**)

**7:05-7:10** Invocation and Pledge of Allegiance by Commissioner White

**7:10-7:25** Public Comments (*3 minute time limit per speaker*)

(A)

**\*\*\* APPOINTMENTS \*\*\***

**7:25-7:35** (1) Presentation of FY2017-2018 proposed BCPS budget by Superintendent Dr. Steven Hill

**7:35-7:45** (2) Update by Chris Hilbert of Holland Consulting Planners

**7:45-7:55** (3) Presentation regarding a resolution against the NC Wildlife SELC Shrimp Ban

**7:55-8:05** (4) Budget requests by Martin Community College Interim President, Dr. Kenneth Boham

**8:05-8:15** (5) Citizen concerns presented by Franklin "Bonnie" Jones

**Board Appointments (B)**

1. There are no Board Appointments.

**Consent Agenda (C)**

1. Approve minutes for Regular Session 5-1-17
2. Approve minutes for Closed Session 5-1-17
3. Tax Release Journal – April 2017
4. Agreement for Transportation Services – Council on Aging
5. ARHS Annual Child Fatality Prevention Team Report
6. Proposed EMS lease of 300 Building at Bertie Early College
7. Budget Amendment
8. Approve Revised Work Authorization for Holland Consulting Planners--Hurricane Matthew Disaster Recovery and Flood Mitigation Project

**\*\*\*OTHER ITEMS\*\*\***

**Discussion Agenda (D)**

1. Report presented by Vivian Clarke
2. Golden Leaf grant update – four (4) recent applications submitted by the County
3. Latest draft – proposed temporary library lease – Food Lion Shopping Center
4. Water project bid review for two DWSRF projects
5. Amended Contract – Bill Forbes – foreclosure & surplus property auction

**Commissioners' Reports (E)**

**County Manager's Reports (F)**

**County Attorney's Reports (G)**

**Public Comments Continued**

*\*3 minute time limit per speaker\**

**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:** May 15, 2017

**AGENDA ITEM:** A-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Presentation of FY2017-2017 proposed BCPS budget by Superintendent, Dr. Steven Hill

**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:** May 15, 2017

**AGENDA ITEM:** A-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Update by Chris Hilbert of Holland Consulting Planners

**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:** May 15, 2017

**AGENDA ITEM:** A-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Presentation regarding a resolution against the NC Wildlife SELC Shrimp Ban

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

**MAR 13, 2017 — Hyde Commissioners passed a resolution that issued A VOTE OF NO CONFIDENCE IN THE NC MARINE FISHERIES COMMISSION**  
read the resolution in it's entirety:

"WHEREAS, this Vote of No Confidence by the Hyde County Board of Commissioners in the North Carolina Marine Fisheries Commission is an alternative method to bring forth serious concerns relative to their support of the Petition for Rulemaking submitted by the North Carolina Wildlife Federation; and  
WHEREAS, the shrimp fishery is North Carolina's most important fishery economically; and  
WHEREAS, the rules proposed in the Petition would close the internal coastal waters and near-shore oceanic waters of North Carolina to trawling unless opened by the North Carolina Division of Marine Fisheries (DMF), and restrict the taking of shrimp to daylight hours and three days per week; and  
WHEREAS, the proposal will have a substantial economic impact on many small businesses, have significant negative effects on coastal communities and negatively impact the availability of North Carolina shrimp to consumers; and  
WHEREAS, the petition should have been denied because the cost factors described in the petition are clearly inadequately described. This omission is significant because the shrimp fishery is North Carolina's most important fishery economically; and  
WHEREAS, the petition will designate all coastal fishing waters not already designated as nursery areas as special secondary nursery areas, including the ocean out to three miles; and  
WHEREAS, the North Carolina General Assembly, through the Fisheries Reform Act, clearly desired that such comprehensive changes in management measures for important recreational and commercial species in North Carolina be developed through Fisheries Management Plans (FMPs) and these issues were recently discussed and addressed by the 2015 Shrimp FMP after two years of development; and  
WHEREAS, the Petition for Rulemaking has a component for potential regulation on property owners abutting these newly formed secondary nursery areas. Hyde County boasts some of the most beautiful waterfront properties in the state. The potential for regulations on these properties not only negatively affect one of Hyde County's greatest assets, but also has a negative impact on all citizens because of the potential loss of tax revenue; and  
WHEREAS, the Petition for Rulemaking could also prove to be a hindrance to any needed and necessary dredging along our shoreline; and  
WHEREAS, the Hyde County Board of Commissioners represent the people of Hyde County with a collective history of approximately 300 years of fishing experience, submitted a letter and corresponding resolution to the NC Marine Fisheries

Commission in January of 2017 recommending that they deny the Petition for Rulemaking submitted by the North Carolina Wildlife Federation that proposes to designate the internal coastal and near oceanic waters of North Carolina special secondary nursery areas; and

WHEREAS, at the January 15, 2017 hearing meeting in New Bern, there were five advisory boards in attendance; those five boards were comprised of 40 members, 32 of those members recommended to the Commission that they not enforce this new trawling ban and that the petition be denied; and

WHEREAS, on February 16, 2017, the North Carolina Marine Fisheries Commission met in Wilmington and against the advice of their advisory groups granted this petition which has significant economic implications for Hyde County; and

WHEREAS, while the North Carolina Marine Fisheries Commission did not violate the law and it is within their parameters to make such decisions, their decision was not within the spirit of the Fisheries Reform Act which calls for science to make decisions and not political science; and

WHEREAS, this Resolution is no reflection on the dedicated people that work in that Division; no criticism of the biologists; and no criticism of the Fisheries Reform Act; and

NOW, THEREFORE, BE IT RESOLVED, that the Hyde County Board of Commissioners stand steadfast in their resolve outlined in their January 3, 2017 resolution, and stand behind and in support of our fishing industry within Hyde County; and

BE IT FURTHER RESOLVED, by a unanimous vote of those Commissioners present, that this action by the Hyde County Board of Commissioners shows a Vote of No Confidence in the North Carolina Marine Fisheries Commission because they clearly demonstrated that they do not have the objectivity to make sound decisions on this issue

Adopted this the 6th day of March, 2017."

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## Discussion

## **KEY POINTS ABOUT THE SHRIMP PETITION FILED BY THE NC WILDLIFE FEDERATION**

Measures proposed by the NCWF were thoroughly considered by the NCDMF and NCMFC and recently addressed in the 2015 North Carolina Shrimp Fishery Management Plan-Amendment 1.

North Carolina, namely Pamlico Sound, is one of the few water bodies that supports commercial quantities of pink, white and brown shrimp in the south Atlantic.

Shrimp trawling effort peaked at 40,000 trips in 1982, and has declined since 1994 to an average of 7500 trips over the last 5 years, with the decline being completely unrelated to shrimp abundance.

North Carolina has the largest estuarine system within any one state of the entire USA. It is unique and caution should be taken in comparing management with that in other estuarine systems.

North Carolina is the only state that has formally designated primary and secondary nursery areas for juvenile fish, shrimp and crabs. All bottom-disturbing fishing gear, including shrimp trawls, has been prohibited in these areas for over 35 years.

North Carolina has 2,220,000 acres of estuarine surface waters with over one million acres or 48% of estuarine waters are closed to trawling. Using sound science, these vital habitat areas are protected by rules set forth in state legislation. (broken down below)

□ Since 1978 over 124,000 acres of estuarine nursery areas have been closed to trawling to protect juvenile fish and crustaceans.

□ There are approximately 77,000 acres of Primary Nurseries, 47,000 acres of Secondary Nursery areas, 37,000 of special Secondary Nursery areas, and over 78,000 acres of military danger zones and restricted areas are also closed to trawling for safety reasons.

□ Special Secondary Nursery areas can only be opened to trawling by proclamation from August 16 through May 15.

□ In the mid-90s the sea grass beds along the Outer Banks were closed to trawling to protect this critical habitat. North Carolina closed extensive areas of submerged aquatic vegetation located on the eastern shore of the Pamlico Sound from Oregon Inlet to the mouth of Core Sound to shrimp trawling in 1994.

□ In 2006 almost 92,000 additional acres were closed to shrimp trawling as part of the North Carolina Shrimp FMP.

North Carolina historically leads research to refine practices and develop devices to reduce bycatch, reaching a 70% total reduction in total juvenile finfish bycatch, and becoming the first state to require finfish excluders in shrimp trawls. Current efforts continue to seek further improvement.

North Carolina is recognized by states and the federal government as having one of the best fisheries data collection programs in the country and Scientists studying bycatch in North Carolina have cautioned that finfish/shrimp ratios tend to overestimate bycatch. No correlation was observed in abundance indices of juvenile Atlantic croaker, weakfish, and spot and shrimp trawl effort for the last 21 years in analyses performed for the NC 2015 Shrimp FMP, and none are listed as experiencing overfishing.

□ The shrimp trawl fishery has been ongoing in the estuarine waters of North Carolina since 1917. Since that time landings, and abundance levels of spot, croaker and weakfish in North Carolina, have fluctuated widely, yet experienced peaks in the late 1970's to mid



**1980's.**

**□ Based on extensive and current scientific data, fishermen are not overfishing Atlantic croaker and croaker are likely not overfished.**

**□ Based on a 2016 weakfish stock assessment, extensive scientific data and comprehensive analyses determined that fishermen are not overfishing weakfish. The lack of recovery in weakfish populations is primarily from natural causes, such as predation and diseases, which has prevented the stock from recovering.**

**□ Additionally, recent population assessments on weakfish show a strong correlation with decreasing juvenile numbers and rising striped bass and spiny dogfish abundance. Juveniles that are caught are returned to the ecosystem where many serve as forage, where they are consumed by many highly-prized sportfish that the recreational industry benefits from, as well as commercially important species.**

**□ North Carolina under the jurisdiction of the ASMFC, manages and conserves many migratory species. None of the plans, amendments, or addendums to do so have recommended a closure on inside shrimp trawling in North Carolina to ensure sustainability of these fisheries resources.**

**□ The South Atlantic Fishery Management Council (SAFMC), a federal agency, has developed a FMP for shrimp in the south Atlantic, with numerous amendments. None of its plans, amendments, or addendums have recommended a closure on estuarine and near-shore shrimp trawling in North Carolina to ensure sustainability of the fisheries resources within their jurisdiction.**

**□ Implementing an 8-inch size limit for spot and a 10-inch size limit for American croaker for recreational fishermen would be arbitrary considering neither species is experiencing overfishing.**

**To recommend such significant management measures by rulemaking on one of North Carolina's most important fisheries without a thorough and objective review of pertinent science/information and existing management policies is disingenuous and irresponsible, and may very well lead to some serious unintended consequences.**



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** A-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Budget requests by Martin Community College Interim President, Dr. Kenneth Boham

**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:** ---

**Bertie County Government Budget Request Application  
FY 2017-2018**

**Agency** Martin Community College

**Address** 1161 Kehukee Park Road, Williamston, N.C. 27892

409 West Granville Street, Windsor, N.C. 27983

**Phone #** 252-789-0222 **Fax #** 252-799-0585

**Contact Person:** Dr. Kenneth A. Boham

**Title:** Interim President

**Program Year (month/year):** July 1, 2017-June 30, 2018

**Required Attachments:**

**Name, Addresses, and Terms of Officers and Board Members**

See Attachment A

**Number of board meetings held during the last complete program year #**

7

**Incorporation documentation**

N/A

**Documentation of how Bertie County funds have been used for your program during FY 2014-15 and 2015-16 (audit, copies of receipts, or affidavits)**

**Bertie County  
PO Box 530  
Windsor, NC 27893**

## **OVERVIEW**

**AGENCY:** Martin Community College (MCC)

### **1. Provide a Brief Description of the Agency's Mission Goals and Programs.**

Martin Community College's (College) mission is to provide quality, affordable, and accessible programs, learning opportunities, and support services to the citizens we serve. MCC's Bertie Center will provide credit and non-credit educational opportunities for the citizens of Bertie County. The Career and College Promise program is available for Bertie High School students. When space is available, the Center serves as a meeting space for civic groups.

### **2. Describe program changes being considered for FY 2017-2018**

We anticipate program changes that will impact the Bertie County Budget.

### **3. Describe any financial changes under consideration for FY 2017-2018.**

- (1) \$6,000 annual P2P dark fiber lease (recurring)
- (2) Estimated capital of \$7,500 to install an external stairwell for safer roof access
- ) Estimated capital of \$4,000 to install 4 external cameras and recording system for increased security
- ) Estimated capital of \$22,109 to replace ceilings and convert to LED lights in selected rooms
- (5) Exterior paint - \$5,500
- (6) LED Sign - \$57,500

**4. Provide information about needs addressed by your agency**

The Bertie Center provides accessibility of academic credit courses and continuing education non-credit courses to Bertie County citizens. It enables the citizens of Bertie County to upgrade and/or develop skills needed for a well-trained workforce, which is essential to economic development.

**5. What other agencies (if any) provide services similar to your agency? How do you coordinate service delivery with those agencies?**

Roanoke Chowan Community College (RCCC), another higher-educational institution, is authorized to provide similar services in Bertie County. The two institutions have agreed to collaborate in providing full service to Bertie County.

**6. Describe plans for securing other funding and the stability of that funding. If local, state, or federal sources are expected to change, please explain.**

We continue to anticipate state funding at a level approximate to current. State funding pays all instructional costs, including salaries and benefits, supplies, and equipment. The level of funding does fluctuate depending upon number of classes and students served. Necessary instructional equipment and supplies will also fluctuate for types of classes. We actively pursue grant opportunities when available.

**7. Explain why funds requested from Bertie County are justified and how the use of such funds serves a “public purpose”.**

For each of the community colleges, State statutes specify that local governments must cover the cost of buildings and all costs associated with the maintenance of those facilities. The funds requested from Bertie County are necessary to maintain the Bertie Campus facility so that the citizens of Bertie County have local and affordable access to educational opportunities. Courses are offered to provide Bertie citizens the opportunity to upgrade and/or obtain job skills they need to get or keep a job, which will enable them to have a better quality of living. Also, the Center is available to provide Bertie High School students the opportunity to participate in the Career and College Promise program. Research indicates that high school students who are exposed to post-secondary education are more apt to be motivated to enroll in a community college or other post-secondary institution. This is important to preparing a well-trained workforce for Bertie County, which is critical to economic development.

State funds are used to cover all instructional costs and administrative costs of the Bertie Campus.

The College and Bertie County Schools have entered into discussions and collaborative efforts to expand opportunities available to high school students in the Bertie county School system.

The College is committed to expanding educational services and opportunities to enhance economic development and improve the quality of life for Bertie County residents.

**8. How many individuals were served by your agency? Individuals should be counted as if they participate in no more than one agency program.**

2014-2015 Program Year 3208

2015-2016 Program Year 3374

2016-2017 Program Year (estimated through the end of fiscal year June 30, 2017)  
3282

2017-2018 Program Year (Projected) 3348

<b>Sources of Revenue</b>					
	Program Year 2015-2016 Budgeted	Program Year 2016-2017 Budgeted	Program Year 2017-2018 Estimated		
<b>Bertie County</b>					
Current Operating	50,000	70,138	55,821		
Capital:					
Carpet	11,233	4,882			
Electronic Pass Lock		3,000			
2 Wireless Access Points		4,500			
Roof Access Stairs			7,500		
External Cameras and Recorders			4,000		
Exterior Painting			5,500		
Ceiling Replacement/LED Lights			22,109		
LED Sign (inclusive of Contingency and A/E fees)			57,500		
Municipalities (list)					
Town of Windsor	14,410	14,410	14,410		
United Way Funding					
Foundation contributions					
Private Contributions					
Fees for Service					
Other (please specify)					
<b>Total</b>	<b>75,643</b>	<b>96,930</b>	<b>166,840</b>		
<b>In-Kind Donation (Optional)</b>					
Volunteer Hours					
Value of Donated Goods					
<b>Total</b>					

Martin Community College					
Board of Trustees, Current as of February 21, 2017 for 2016-2017					
Name & Address	Appt. By	Term Start	Term Expires	Occupation	Telephone
<b>Helen G. Davis</b> 3270 Smithwick Creek Church Rd. Williamston, NC 27892 Position: Chairman	Bd Education	7/1/2016	6/30/2020	Retired Educator	Home: 792-6583 Cell: 252-217-6100 Email: hselengdavis@embarqmail.com
<b>Carroll Jones</b> 1090 Ridge St. Williamston, NC 27892 Position: Vice Chairman	County Comm	7/1/2016	6/30/2020	Business	Home: 792-1114 Office: 793-8989 Cell: 217-7356 Email: carroll.jones@domtar.com
<b>William Ed Thompson</b> 917 US 17 North Windsor, NC 27983 Position: Secretary	Governor	7/1/2014	6/30/2018	Retired	Home: 794-2871 Cell: 809-3251 Email: ethompson917@msn.com
<b>Dwayne Baker</b> PO BOX 626 Williamston, NC 27892 Position: Trustee	Governor	7/1/2016	6/30/2020	Banking	Cell: 217-2800 Office: 308-0668 Email: dwayne.baker@firstsouthnc.com
<b>Dempsey Bond, Jr.</b> 221 Wildcat Rd. Williamston, NC 27892 Position: Trustee	County Comm	1/30/2015	6/30/2017	Retired Administrator	Home: 792-3516 Email: dempseybond@suda.com.net
<b>Richard D. Cowan</b> 202 Fast Woodlawn Drive Williamston, NC 27892 Position: Trustee	Governor	9/18/2013	6/30/2017	Banking	Office: 252-792-1678 ext. 377 Cell: 252-217-0185 Email: RCowan@AgCarolina.com
<b>Willie Peele</b> 1191 Godard Town Rd. Williamston, NC 27892 Position: Trustee	Bd Education	7/1/2015	6/30/2019	Retired Educator	Home: 792-4344 Cell: 661-0544 Email: peelewillie40@yahoo.com
<b>Kay Pittman</b> 5505 Fire Department Road Williamston, NC 27892 Position: Trustee	Governor	7/1/2015	6/30/2019	Retired Banker	Home: 792-3770 Cell: 217-4350 Email: Kppitt@embarqmail.com
<b>JoEllen Rogers</b> 5631 Wildcat Road Williamston, NC 27892 Position: Trustee	BoE	2/6/2017	6/30/2018	Retired Educator	Cell: 217-5300 Email: Joellenr59@gmail.com
<b>Clint Saunders</b> 408 N. Smithwick Street Williamston, NC 27892 Position: Trustee	County Comm	2/9/2017	6/30/2018	Business	Cell: 919-818-5131 Email: clint.saunders@dsm.com
<b>Jean Stevens</b> 2606 Ralph Taylor Road Williamston, NC 27892 Position: Trustee	Bd Education	7/1/2013	6/30/2017	Retired Educator	Cell: 799-6076 No email
<b>Amanda K. Vick</b> 55 Warf Road Washington NC 27889 Position: Ex-Officio Trustee*	SGA	2016	2017	Student	Cell: 252-305-5149 Email: av20319@mcc.martincc.edu
<b>Tom Winslow</b> 5853 NC Highway 903 Oak City, N.C. 27857 Position: Trustee	County Comm	7/1/2015	6/30/2019	Business	Home: 798-6631 Cell: 252-813-0186 Email: atwinslowfarms@gmail.com





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** A-5

**DEPARTMENT:** Governing Body

**SUBJECT:** Citizen concerns presented by Franklin "Bonnie" Jones

**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:** May 15, 2017

**AGENDA ITEM:** C-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Regular Session 5-1-17

**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**  
**May 1, 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  
County Attorney Lloyd Smith  
Finance Officer William Roberson  
Tax Administrator Jodie Rhea  
Economic Development Director Steve Biggs  
Council on Aging Director Venita Thompson

Gene Motley of the Roanoke-Chowan News Herald and Leslie Beachboard of the Bertie-Ledger Advance were present from the media.

**CALL TO ORDER**

Chairman Trent called the meeting to order and thanked those present for their attendance.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Commissioner Wesson led the Invocation and Pledge of Allegiance.

## **PUBLIC COMMENTS**

Tim Bazemore, Jr. of Cedar Landing Road presented his concerns about the current budget shortfall facing the Board of Education, as well as regarding a Mustang that was declared to be surplus property, advertised, and then sold to Sheriff Holley. Mr. Bazemore suspected that there was “waste, fraud, and abuse” surrounding the transaction.

Edward Pierce of Windsor wanted to thank the Methodist Men and the faith based organizations for their assistance in repairing his home after Hurricane Matthew. He stated that his home was not even located within the flood zone. He also pleaded that the Board find solutions to prevent this flooding from happening again in the future.

Commissioner Wesson mentioned several homes in the White Oak Road area that were also located outside of the flood zone that also received significant flooding during the latest storm events. He also reiterated that resiliency efforts were currently in place to prevent flooding in the future.

## APPOINTMENTS

### **2nd meeting – Commissioners convene as the Board of Equalization and Review – Tax Administrator, Jodie Rhea**

Commissioner Lee made a **MOTION** for the Board of Commissioners to convene for the second time as the Board of Equalization and Review. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board now convenes as the Board of Equalization and Review.

Tax Administrator, Jodie Rhea, stated that no new appeal had been made, and then deferred to Coastal Medical Transport's Tim Bazemore, Jr. to discuss his business personal property appeal still under review.

Mr. Bazemore noted that the company's new CPA was due to bring him information about the state of his business's financial affairs, but due to the 2017 Tax Season, the CPA had not yet had time to review his concerns.

Tax Administrator Rhea mentioned that there was no precedence at this time that the Board could look to in this situation, and the handling of it is entirely up to their discretion.

Chairman Trent made a **MOTION** for Coastal Medical Transport be granted an additional 30-days to hear back from its CPA before the original recommendation from the Tax Administrator be upheld. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

At this time, Chairman Trent called for a motion to adjourn as the Board of Equalization and Review for FY 2016-2017. Commissioner Wesson made the requested **MOTION**. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **ABC Board annual report and check presentation by ABC Board Chair, Miles Davis**

ABC Board Chair, Miles Davis, was present to deliver a check to the County from the net profits earned from the ABC Store in Windsor. Mr. Davis also introduced his Board members including James Pugh, Michael Freeman, and Clinton Freeman.

Each Board member discussed their vision for the Board including a new, better working relationship with the school system, additional prevention efforts for under aged drinking, and their current policy of requiring identification for anyone who appears to be under 30 years old.

Commissioner Wesson inquired if the ABC Board had determined any need for a second ABC Store in the County.

Mr. Davis stated that they are always gauging interest for a new location, but also discussed the various costs involved since the ABC Store is not a government funded agency with government employees. He also mentioned that a location was being considered for the Lewiston-Woodville area, but no concrete plans had been set.

Mr. Pugh also recognized Mr. Davis for his achievements on the ABC Executive Director's Board for the State of North Carolina.

### **Update by Chris Hilbert of Holland Consulting Planners**

Chris Hilbert of Holland Consulting Planners was present to provide an update about the efforts being made to secure buy out and hazard mitigation applications in both the Town of Windsor and within Bertie County.

Mr. Hilbert stated that 95 applications had been submitted with a deadline that was extended until May 12<sup>th</sup>.

Out of the 95 applications received, 11 applications are for elevation, and the rest are for a potential buy-out program, if it were to become available. If funded, the applications would total \$10.5 million dollars in buy out or elevation costs.

### **Update by Marc Finlayson of the Highway 17 project**

Marc Finlayson of the Highway 17 project was present to update the Board on the latest efforts for the Highway 17 project.

Mr. Finlayson stated that \$1.3 billion has been invested in the various eleven (11) Highway 17 projects, and he thanked Senators Burr, Tillis, and former Governor, Pat McCrory, for this investment.

There was a brief discussion regarding the damage that the current Highway 17 sustained due to the two recent flooding events in the County. Regarding the impact in Bertie County, the Highway 17/64 Association would upgrade US 17 to Interstate standards on either side of the Chowan River, as well as create a four lane US 17 between Washington and Williamston.

The Board thanked Mr. Finlayson for his presentation, and requested that he return again in the future with any updates.

Vice Chairman Bazemore also encouraged Mr. Finlayson to not forget turn lanes and welcome signs for the County, as well as the County's water front access on the Albemarle Sound.

### **Pound the Sound update and request for contribution by the Windsor-Rotary Club**

Lewis Hoggard and Crystal Godwin of the Windsor Rotary Club were present to make a formal funding request for this year's Pound the Sound Event on Saturday, June 10<sup>th</sup>.

Mr. Hoggard stated that currently, 33 participants had already signed up for the event, and that more were expected to complete a registration in the next several weeks as weather forecasts are more accurate at that time.

Ms. Godwin also briefly discussed how proceeds from the event are used to support the Bertie County YMCA in Windsor, as well as to the Windsor Rotary Club. Funds are also saved for the following year's Pound the Sound event.

The Board stated that their funding request had already been approved, and the Pound the Sound event would receive the same allotment as last year (\$5,000) per their meeting on April 24th.

### **BOARD APPOINTMENTS**

There were no Board Appointments.

### **CONSENT AGENDA**

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

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 4-17-17, Work Session 4-24-17
2. **Fees Report** – Register of Deeds – April 2017
3. **Budget Amendment** – #17-08

## **DISCUSSION AGENDA**

### **Discuss approval of lease for a temporary Lawrence Memorial Library location – Food Lion**

County Manager Sauer deferred to County Attorney, Lloyd Smith.

Mr. Smith mentioned that several items were still being discussed between the County and the owners of the Food Lion Shopping Center, but that the process has been efficient.

### **i Discussion of congregate meal bids with Council on Aging Director, Venita Thompson**

Council on Aging Director, Venita Thompson, discussed the latest request for bid process for the senior center congregate meals for the upcoming fiscal year. Trump's Restaurant was the only company to submit a bid, although other local businesses did show interest in a bid application.

Trump's Restaurant was the only bid received despite the other businesses that showed interest.

Ms. Thompson expressed her support for Trump's Restaurant to remain at the provider as it has always provided excellent service, care, and food to the senior citizens in the last several years.

Vice Chairman Bazemore made a **MOTION** to approve the bid submitted by Trump's Restaurant (\$4.95 per meal) for FY2017-2018. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Review Closed Session minutes with County Attorney to prepare for release**



County Attorney Smith requested that the Board discuss these items in Closed Session before the conclusion of today's meeting.

### **Consider proposed waterline extension policy**

The Board had a lengthy discussion regarding the proposed waterline extension policy as drafted by Green Engineering.

The policy was initiated because of a request received from a poultry farm owner looking to connect to County water in the Roquist Pocosin area.

The Board discussed their concerns, and County Attorney Smith also shared his concerns from a legal standpoint. As written, Mr. Smith cautioned that the policy is not enforceable.

Water Superintendent, Ricky Spivey, made a brief appearance for this portion of the meeting to hear the Board's feedback, as well as to suggest this draft only as a first reading.

County Manager Sauer reiterated that this could be a first reading, and that additional changes will now be made for further Board review.

### **COMMISSIONER'S REPORTS**

Commissioner Lee encouraged the Board to add Meghan Callahan, the recently deceased Sergeant at Bertie Correctional Institute, to the monument of fallen officers next to the Bertie Courthouse. She mentioned that the monument could be fitted for side extensions to allow room for her name, as well as any other fallen officers in the future.

Commissioner Lee made a **MOTION** to add Sgt. Callahan's name to the fallen officer memorial as stated in her report. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner White reminded the Board about Powellsville Awareness Day this Saturday, May 6<sup>th</sup>. He also reported that he had heard from other frustrated counties around the State at the NCACC District Meeting last week regarding FEMA's disaster response during Hurricane Matthew.

Chairman Trent honored the late Harold Leslie Parker of the Kelford Volunteer Fire Department. Mr. Parker was laid to rest just prior to today's meeting.

Vice Chairman Bazemore discussed her latest meeting in Lexington, NC which was a local forum to discuss opioid abuse. In addition, she discussed an initiative she had heard about during the North Carolina Black Summit in Raleigh which was a partnership between Google and Gov. Cooper's office regarding internet access on buses in Tier 1 counties.

Commissioner Wesson commended Vice Chairman Bazemore for work in pushing for a disaster recovery and resiliency effort in NC with all representatives on the State level, and that over \$200 million has been set aside for recovery and resiliency efforts. Additionally, Mr. Wesson discussed fundraising efforts for the after-school backpack program which provides healthy meals to low income students over the weekend. He stated that the program was featured in a Catholic Charities magazine which garnered enough exposure to raise \$3,800 thus far for the program.

## **COUNTY MANAGER'S REPORTS**

County Manager Sauer reported that an emergency request was just received from the Bertie County Board of Education regarding the transferring of \$100,000 from the capital reserve to the General Fund to help with operational expenses. According to State statutes, the Governing Body must authorize these transactions first.

Commissioner Wesson made a **MOTION** for the Bertie County School System to transfer \$100,000 in capital outlay funds to the General Fund for current expense operational costs. Vice Chairman Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Wesson requested that the Board of Education submit a line-by-line item detail for this funding.

Additionally, County Manager Sauer discussed that the County was still operating under the impression that FEMA would be coming through with the funding for the new EMS Station 1, and that the County now needed to engage an engineer for building plans, as well as quotes for the building cost.

County Manager Sauer stated that staff was in the process of engaging a design professional—Smith Engineering and Design, P.A., out of Goldsboro, NC for development of bid specs for the EMS Station 1 interior buildout. The exterior structure will be a pre-engineered building which is “sealed” and meets building code requirements.

Mr. Sauer mentioned that a brief resolution, or recommended motion for the Board to consider exempting the County from the Mini-Brooks Act.

He also cited and explained North Carolina General Statute 143-64.32 authorizes a unit of local government to exempt itself from the Mini-Brooks Act, which means that it will not be required to use the QBS process and may select an architect, engineer, surveyor, or alternative construction delivery method firm by whatever method it chooses (or no method at all). The statute does not impose much by way of requirements for utilizing the exemption – it simply requires the unit to put the exemption in writing. However, the exemption is capped at \$50,000, meaning the estimated cost of the contract cannot exceed this amount. Contracts with an estimated cost of \$50,000 or more *cannot* be exempted and the QBS process *must* be used.

Further, this statute does not require the unit to provide any justification for utilizing the exemption. The statute merely requires the exemption be in writing and the estimated cost of the contract be less than \$50,000. Although units are not required to provide a justification for using the exemption, units may choose to do so as long as the justification is not for an illegal purpose (for example, citing a justification that constitutes unlawful discrimination).

The estimated fee from Smith Engineering is estimated at \$2,500 which is well below the \$50,000 threshold.

Smith Engineering and Design, P.A. came highly recommended by the County's water engineers, Green Engineering, and Smith Engineering could have building plans to the County within a few weeks.

Commissioner White made a **MOTION** for the County to engage with Smith Engineering in the amount of \$2,500 for building plans and cost estimates for the new EMS Station 1. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

At this time, Economic Development Director, Steve Biggs, was present to provide a resolution from the NC Department of Commerce. The resolution serves as a letter of support for a grant being issued to Abram's Restaurant to use the old Windsor Hardees building for an additional location. The chain would bring approximately 18 new jobs to the County, and the cost to support the grant application would be split between the County and the Town of Windsor in the amount of \$3,765.

Commissioner White made a **MOTION** to approve the resolution of grant support for Abram's Restaurant, as well as to share the cost with the Town of Windsor in the amount of \$3,765. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Mr. Biggs reported that \$385,770 would be invested in the old Hardees building just outside of Windsor.

County Manager Sauer also reminded the Board of the notification from Kate B. Reynolds regarding the Blue Jay Recreation Park, and the award of \$150,000. A letter of grant acceptance would be provided to the County in the very near future.

Additionally, County Manager Sauer reported that four (4) new grant applications were submitted to Golden Leaf Foundation earlier today for the flooding drainage system at the Cashie River, the former Lawrence Memorial Public Library and the County Cooperative Extension Office, as well as EMS Station One.

### **COUNTY ATTORNEY'S REPORTS**

The County Attorney gave no remarks at this time.

### **PUBLIC COMMENTS**

There were no public comments during this section.

**CLOSED SESSION**

Vice Chairman Bazemore made a **MOTION** to go into **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. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

**OPEN SESSION**

Vice Chairman Bazemore made a **MOTION** to return to Open Session. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

**ADJOURN**

Chairman Trent **ADJOURNED** the meeting at 6:25 PM.

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John Trent, Chairman

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Sarah S. Tinkham, Clerk to the Board



# Bertie County

Board of Commissioners

C-2

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve minutes for Closed Session 5-1-17

**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

C-3

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Tax Release Journal – April 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 Tax Department  
PO Box 527  
106 Dundee St.  
Windsor, NC 27983  
Phone: (252) 794-5310  
Fax: (252) 794-5357

May 08, 2017

William Roberson  
Bertie County Finance Officer  
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **April** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

  
Tax Administrator

Approved on \_\_\_\_\_ 20\_\_\_\_

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RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	4/19/2017	Dunlow, William 16A4152.50	G01	\$10.91	\$0.00	\$1.09		\$12.00
		Listed in another County	C04	\$4.73	\$0.47			\$5.20
	4/19/2017	Padgett, Terri 16A32080.10	G01	\$113.30		\$0.00		\$113.30
		Listed in Virginia						
	4/21/2017	Love, Angela	G01	\$68.56		6.86		\$75.42
		Repossed in 2005						
	4/21/2017	Taylor, Bruce	G01	\$36.33		\$3.64		\$39.97
		Sold in 2015	C03	\$19.70		\$1.97		\$21.67
								\$267.56

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	4/19/2017	Campell, Clifton 15A25632.90	G01	\$37.46	\$0.00	\$3.75		\$41.21
		Listed in error	C05	\$26.76	\$0.00	\$2.68		\$29.44
	4/21/2017	Love, Angela 15A24290.70	G01	\$74.34		7.43		\$81.77
		Repossed in 2005						
								<u>\$152.42</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2014	4/19/2017	Campell, Clifton 14A25632.90	G01	\$39.14	\$0.00	\$3.91		\$43.05
		Listed in error	C05	\$27.96	\$0.00	\$2.80		\$30.76
	4/21/2017	Love, Angela 14A24290.70	G01	\$77.78		7.78		\$85.56
		Repossed in 2005						
								<u>\$159.37</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2013	4/19/2017	Campell, Clifton 13A25632.90	G01	\$42.00	\$0.00	\$4.20		\$46.20
		Listed in error	C05	\$30.00	\$0.00	\$3.00		\$33.00
	4/21/2017	Love, Angela 13A24290.70	G01	\$83.16		8.32		\$91.48
		Repossed in 2005						
								<u>\$170.68</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2012	4/21/2017	Love, Angela 12A24290.70	G01	\$81.12	\$0.00	\$8.11		\$89.23
		Repossessed in 2005						
								\$89.23

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2011	4/19/2017	Campbell, Clifton 11A25632.90	G01	\$43.76	\$0.00	\$4.38		\$48.14
		Listed in error	C05	\$33.66		\$3.37		\$37.03
	4/21/2017	Love, Angela 11A24290.70	G01	\$86.97		\$8.70		\$95.67
		Reposessed in 2005						
								<u>\$180.84</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2010	4/19/2017	Campbell, Clifton 10A25632.90	G01	\$50.39	\$0.00	\$5.04		\$55.43
		Listed in error	C05	\$38.76		\$3.88		\$42.64
	4/21/2017	Love, Angela 10A24290.70	G01	\$99.76		\$9.98		\$109.74
		Repossessed in 2005						
								<u>\$207.81</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2009	4/19/2017	Campbell, Clifton 09A25632.90	G01	\$50.39	\$0.00	\$5.04		\$55.43
		Listed in error	C05	\$38.76		\$3.88		\$42.64
	4/21/2017	Love, Angela 09A24290.70	G01	\$99.76		\$9.98		\$109.74
		Reprocessed in 2005						
								<u>\$207.81</u>



RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2008	4/19/2017	Campbell, Clifton 08A25632.90	G01	\$53.98	\$0.00	\$5.40		\$59.38
		Listed in error	C05	\$41.52		\$4.15		\$45.67
	4/21/2017	Love, Angela 08A24290.70	G01	\$107.41		\$10.74		\$118.15
		Reprocessed in 2005						
								<u>\$223.20</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2007	4/19/2017	Campbell, Clifton 07A25632.90	G01	\$57.95	\$0.00	\$5.80		\$63.75
		Listed in error	C05	\$40.87		\$4.09		\$44.96
	4/21/2017	Love, Angela 07A24290.70	G01	\$116.30		\$11.63		\$127.93
		Reprocessed in 2005						
								\$236.64

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2006	4/19/2017	Campbell, Clifton 06A25632.90	G01	\$61.85	\$0.00	\$6.19		\$68.04
		Listed in error	C05	\$41.24		\$4.12		\$45.36
								<u>\$113.40</u>

RLS*17*120	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2005	4/19/2017	Campbell, Clifton 05A25632.90	G01	\$50.83	\$0.00	\$0.00		\$50.83
		Listed in error	C05	\$28.02		\$0.00		\$28.02
								<u>\$78.85</u>

Tax Collections														
05/08/17														
Group Number RLS*17*120														
Detail Transactions by Group														
Abatement														
Seq	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Adl. Chgs	Interest Amount	Discnt Amount	Trk Check Amount	ICans Rev	Check Number	Description
1	04/19/17	4152	16A4152.50	G01 C04	12.00 5.20	10.91 4.73	1.09 0.47		0.00 0.00					
2	04/19/17	25632	DUNLOW, WILLIAM JOSEPH	G01 C05	41.21 29.44	37.46 26.76	3.75 2.68		0.00 0.00					PG182
3	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	70.65 43.05 30.76	64.22 37.14 27.96	6.43 3.91 2.80		0.00 0.00 0.00					PG100
4	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	73.81 46.20 33.00	67.10 42.00 30.00	6.71 4.20 3.00		0.00 0.00 0.00					PG228
5	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	79.20 49.14 31.03	72.00 43.74 33.66	7.20 4.38 3.37		0.00 0.00 0.00					PG510
6	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	85.17 55.43 42.64	77.42 50.32 38.76	7.75 5.04 3.88		0.00 0.00 0.00					PG249
7	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	98.07 55.43 42.64	89.15 50.32 38.76	8.92 5.04 3.88		0.00 0.00 0.00					PG208
8	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	98.07 59.38 45.87	89.15 53.98 41.52	8.92 5.40 4.15		0.00 0.00 0.00					PG173
9	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	105.05 63.75 44.36	95.50 57.95 40.87	9.55 5.80 4.09		0.00 0.00 0.00					PG20
10	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	108.71 68.04 45.36	98.82 61.85 41.23	9.89 6.19 4.12		0.00 0.00 0.00					PG122
11	04/19/17	25632	CAMPBELL, CLIFTON	G01 C05	113.40 50.83	103.09 50.83	10.31 0.00		0.00 0.00					PG578

Tax Collections														
06/08/17														
Group Number RLS*17*120														
Detail Transactions by Group														
Seq	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Abatement	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trns Rev	Check Number	Trans Description
1	04/19/17	32080	16A32080.10	G01	113.30	0.00	113.30	0.00	0.00	0.00	0.00	0.00	PG65	
2	04/21/17	24290	13A24290.70	G01	91.48	0.00	91.48	8.32	0.00	0.00	0.00	0.00	PG182	
3	04/21/17	24290	14A24290.70	G01	85.56	0.00	85.56	7.78	0.00	0.00	0.00	0.00	PG10	
4	04/21/17	24290	15A24290.70	G01	81.77	0.00	81.77	7.43	0.00	0.00	0.00	0.00	PG28	
5	04/21/17	24290	16A24290.70	G01	75.42	0.00	75.42	6.84	0.00	0.00	0.00	0.00	PG100	
6	04/21/17	24290	08A24290.70	G01	118.15	0.00	118.15	10.74	0.00	0.00	0.00	0.00	PG182	
7	04/21/17	24290	07A24290.70	G01	127.93	0.00	127.93	11.63	0.00	0.00	0.00	0.00	PG20	
8	04/21/17	24290	09A24290.70	G01	109.74	0.00	109.74	9.98	0.00	0.00	0.00	0.00	PG122	
9	04/21/17	24290	10A24290.70	G01	109.74	0.00	109.74	9.98	0.00	0.00	0.00	0.00	PG173	
10	04/21/17	24290	11A24290.70	G01	95.67	0.00	95.67	8.70	0.00	0.00	0.00	0.00	PG208	
11	04/21/17	24290	12A24290.70	G01	89.23	0.00	89.23	8.11	0.00	0.00	0.00	0.00	PG249	
12	04/27/17	19263	16A19263.10	G03	39.97	0.00	39.97	3.64	0.00	0.00	0.00	0.00	PG269	
13					21.67	0.00	21.67	1.97	0.00	0.00	0.00	0.00		

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# Bertie County

## Board of Commissioners

### ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Agreement for Transportation Services – Council on Aging

**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:** ---



## AGREEMENT FOR TRANSPORTATION SERVICES

This agreement, made and entered into by and between Choanoke Public Transportation Authority, hereafter called Provider; and THE COUNTY OF BERTIE, hereafter called Contractor;

WITNESSETH:

WHEREAS, the Provider is a body corporate and politic created by the joint resolution of the Boards of Commissioners of the counties of Bertie, Halifax, Hertford and Northampton, North Carolina, for the purpose of meeting the Public Transportation needs in the four-county area; and

WHEREAS, the Contractor is desirous of the transportation services provided by the Provider; and

WHEREAS, the Provider and the Contractor have negotiated the terms of understanding whereby the Provider agrees to provide the needed transportation services to the Contractor upon the compensation basis set forth below; and

WHEREAS, the Provider and the Contractor acknowledge that it is in the best interests of each that they make and enter into this agreement.

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms and provisions set forth below, the receipt and sufficiency of which is hereby respectively acknowledged, the Provider and the Contractor agree as follows:

1. **PERIOD.** The period of performance of this agreement shall begin on JULY 1, 2017 and shall terminate automatically on JUNE 30, 2018.
2. **PROVIDER'S RESPONSIBILITIES.**
  - A. Provide transportation services for Older Americans 60 years of age and older who reside in Bertie County, to the Nutrition Sites in Aulander, Windsor, and Colerain and to other destinations as specified by the County.
  - B. Notify the Contractor immediately of emergencies that may interrupt the transportation schedule.

- C. The Provider reserves the right to refuse transportation of a Contractor's client when it has been determined by the Provider that to do so would endanger the driver and other passengers being transported.
- D. The Provider's liability shall end when passengers leave the Provider's vehicles. At no time shall employees of the Provider's enter the Contractor's premises escorting the Contractor's clients.
- E. Maximize it's efforts to deliver Older Americans to the Aulander, Windsor, and Colerain Nutrition Sites at 10:30 a.m.
- F. Call the Nutrition Site no later than 11:00 a.m. if there will be a delay in delivering the participants on time. The Provider further agrees that if the participants are not delivered by 12 noon and no telephone call is received by the sire, that day's charges for that bus will be canceled.
- G. Have the participants sign in when they board the bus and to give the above mentioned signature sheet to the site manager.
- H. Provide special trips for the Contractor within the Provider's limitation. All trips must be requested at least one week prior to delivery date.
- I. Notify the Contractor immediately of any condition that affects the transportation schedule. When conditions, such as ice and snow occur, the provider will make announcements through local radio stations concerning the transportation schedule.

3. CONTRACTOR'S RESPONSIBILITIES.

- A. To fax names, addresses, destinations and changes in schedules to the Provider by 10:00 a.m. the day before transportation is to be provided.
- B. The Contractor will notify the Provider of any cancellations by 4:00 p.m. on the day before. Failure to meet this deadline will result in the Contractor being charged with one-way trips.

- C. Notify the Provider concerning holidays or closings at least one week in advance. Except in cases of emergencies the Provider shall be notified as soon as possible.
- D. Provide emergency information on all agency clients scheduled for transportation. Such information shall include: parent or guardian's name and address, phone number, family physician and any special medical and/or physical conditions or special needs. Such information shall be kept in strict confidence by the Provider.
- E. The Contractor shall be responsible for escorting passengers needing assistance to and from the Provider's vehicles. In addition, the Contractor shall be responsible for arranging for caretakers once the Provider returns their clients to the final destination.
- F. To reimburse the Provider at a rate of \$19.80 per round trip or \$9.90 per unit of service in the agreement by the 25th day of the month.
- G. The Contractor will supply any special equipment needed by its clients.
- H. The Contractor will provide chaperones or escorts for any of its clients needing such services while such clients are being transported by the Provider.
- I. Notify the Provider of any special trip needs at least one week in advance.

4. SPECIAL CONDITIONS.

PROVIDER: The following holidays will be observed by the Provider.

Independence Day	---	<b>JULY 4, 2017</b>
Labor Day	---	<b>SEPTEMBER 4, 2017</b>
Thanksgiving Days	---	<b>NOVEMBER 23 &amp; 24, 2017</b>
Christmas Days	---	<b>DECEMBER 22 &amp; 25, 2017</b>
New Year's Day	---	<b>JANUARY 1, 2018</b>
Dr. King's Birthday	---	<b>JANUARY 15, 2018</b>
Easter	---	<b>MARCH 30, 2018</b>
Memorial Day	---	<b>MAY 28, 2018</b>

In order to better communicate with you during inclement weather conditions you may call (252) 539-2022 Ext. 222 to be able to hear our schedule. We also have announcements on the following television stations:

WITN (Channel 7) Washington, NC  
WRAL (Channel 5) Raleigh, NC

If you should see (**Severe Weather Plan**) this message means that Driver's do not operate and office staff more than likely will have a delayed time.

5. **COMPENSATION.** The Contractor agrees to pay the Provider for its transportation services, upon invoice, at the following rates and terms:

**\$9.90** per unit of service (Unit of Service meaning one-way trip)  
Agency will be charged for a one-way trip for no shows, unless cancellation is made by 4:00 p.m. on the day before services are scheduled to be provided.

**1 1/2% service charge will be added for all past due accounts beyond 60 days.**

Checks shall be made payable to: Choanoke Public Transportation Authority.

6. **RATE INCREASES.** Rate increases will be based on several factors such as the cost of fuel, operating expenses, local support, etc. The provider will notify the contractor immediately of any rate increase. All increases shall take affect within ten (10) days of such notification.
7. **RELATIONSHIP.** The Provider is an independent contractor and no employee-employer or agency relationship exists between the Provider and the Contractor. Drivers and other employees of the Provider are not subject to the control or supervision of the Contractor.
8. **INDEMNITY.** To the extent of its liability insurance coverage, the Provider agrees to indemnify the Contractor of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the contractor proof of insurance upon request.

9. **SAFETY POLICIES.** To ensure the safe transportation of passengers, the motor vehicles of the Provider shall be operated in a careful and prudent manner and in compliance with the motor vehicle and highways laws of the State of North Carolina. Each driver shall hold a current North Carolina Drivers License issued by the Division of Motor Vehicles. The Provider maintains a statement of safety policies for the protection of its passengers and drivers, a copy of which has been provided to the Contractor, and the Contractor agrees to use its best efforts to encourage passengers to honor these policies.
10. **EARLY TERMINATION.** This agreement may be terminated at anytime with the mutual consent of the Provider and the Contractor, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.
11. **AMENDMENTS.** This agreement may be amended or modified anytime with the mutual consent of the Provider and the Contractor. Amendments shall be in writing and in an instrument or equal dignity with this agreement.
12. **COMMUNICATIONS.** The mailing address of the Provider is **CHOANOKE PUBLIC TRANSPORTATION AUTHORITY, PO BOX 320, RICH SQUARE, NC 27869** and its telephone number is **(252) 539-2022**. The contact person is **PAMELA PERRY, EXECUTIVE DIRECTOR**. The mailing address of the Contractor is **103 WEST SCHOOL STREET WINDSOR, NC 27983** and its telephone number is **(252) 794-5315**. The contact person for the Contractor is **Venita Thompson**.
13. **INTERPRETATION.** This agreement shall be interpreted in accordance with the laws of the State of North Carolina.
14. **CAPTIONS.** The captions in this agreement are for convenience only, and they shall not be interpreted to diminish or amplify the terms hereof.
15. **ENTIRE AGREEMENT.** These terms of this agreement constitute the entire agreement between the Provider and the Contractor, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the Provider, by its Executive Director and by Authority duly given by its Board of Directors, and the Contractor, by its Board and by Authority duly given, hereby execute this agreement in duplicate originals, one of which is retained by each, this the 21st day of April 2017.

CHOANOKE PUBLIC TRANSPORTATION AUTHORITY

Armond B. Va BY [Signature]  
WITNESS  
THE COUNTY OF BERTIE

----- BY \_\_\_\_\_  
WITNESS



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-5

**DEPARTMENT:** Governing Body

**SUBJECT:** ARHS Annual Child Fatality Prevention Team Report

**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:** ---



ALBEMARLE REGIONAL HEALTH SERVICES  
Partners in Public Health



**MEMORANDUM**

**TO:** ARHS County Commissioners and Board of Health  
(Bertie, Camden, Chowan, Currituck, Gates, Pasquotank, and Perquimans counties)

**FROM:** Sara Davidson, Bertie County CFPT Chairperson  
Walter Meads, Camden County CFPT Chairperson  
Anita LaFon, Chowan County CFPT Chairperson  
Judith Ayers, Currituck County CFPT Chairperson  
Karen Riddick, Gates County CFPT Chairperson  
Kathleen Foreman, Pasquotank County CFPT Chairperson  
Susan Chaney, Perquimans County CFPT Chairperson

Pasquotank

Perquimans

**SUBJ:** ARHS 2016 Annual Child Fatality Prevention Team Report to the County Commissioners and Board of Health

Camden

**DATE:** April 25, 2015

Chowan

Currituck

Local Child Fatality Prevention Teams (CFPT) review medical examiner reports, death transcripts, law enforcement reports, and other records for deceased county residents under age 18 whose fatalities are not due to abuse and neglect. Members discuss outcomes of services and circumstances surrounding the child's death and make recommendations as needed.

Bertie

The purposes of the local CFPTs are to:

Gates

- identify deficiencies in the delivery of services to children and families by public agencies;
- make and carry out recommendations for changes that will prevent future child deaths; and
- promote understanding of the causes of child deaths.

The North Carolina statute and the CFPT Agreement Addenda with our local Health Department requires each local to submit in writing recommendations, if any, and advocate for system improvements and needed resources where gaps and deficiencies may exist annually to the board of county commissioners and the local board of health.

Attached for your review is the ARHS 2016 Annual Child Fatality Prevention Team Report to the County Commissioners and Board of Health for your review. Please feel free to contact the chairperson indicated for your respective county should you have any questions regarding this report.

**Attachment**

- cc:** Scott T. Sauer, Bertie County Manager  
Michael Brillhart, Camden County Manager  
Kevin Howard, Chowan County Manager  
Daniel F. Scanlon, II, Currituck County Manager  
Natalie Rountree, Gates County Manager  
Rodney Bunch, Pasquotank County Manager  
W. Frank Heath, Perquimans County Manager

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**R. Battle Betts, Jr., MPA, Health Director**

P.O. Box 189 • 711 Roanoke Avenue • Elizabeth City, North Carolina 27907-0189  
Tel: 252-338-4400 • Fax: 252-338-4449 • www.arhs-nc.org







ALBEMARLE REGIONAL HEALTH SERVICES  
Partners in Public Health

**Albemarle Regional Health Services  
2016 Annual Child Fatality Prevention Team Report  
to the  
County Commissioners and Board of Health**  
(Bertie, Camden, Chowan, Currituck, Gates, Pasquotank, and Perquimans counties)

**I. Introduction**

In 1993, the North Carolina General Assembly established a network of local Child Fatality Prevention Teams (CFPT's) across the state to confidentially review medical examiner reports, death certificates, and other records of deceased residents under age 18. Each local team consists of representatives of public and nonpublic agencies in the community such as Law Enforcement, EMS, Guardian Ad Litem, Department of Social Services, Health Department, Head Start (or daycare), School Superintendent designee, and parent of a deceased child, among others, who provide services to children and their families.

Pasquotank

Perquimans

Camden

Chowan

The purpose of this report is to give a summary of the causes of death, the number of cases reviewed, recommendations for prevention, if any, that have been made, and to share local team activities and accomplishments.

**II. Role of the County Commissioners and Board of Health**

- Receive annual reports which contain recommendations, and advocate for system improvements and needed resources, if requested.
- Appoint members of the local team as identified by the membership.

Currituck

Bertie

**III. Child Deaths by Cause, System Problems Identified, Recommendations for Prevention and Proposed Action**

In the ARHS district, CFPT teams reviewed sixteen child deaths and identified four potential system problems and recommendations for future prevention efforts, as indicated on page 6 of this report.

Gates

**CFPT Activities and Accomplishments**

**All ARHS Teams**

- A report for each child death reviewed was completed by the local Review Team Coordinator and forwarded to the State Coordinator.
- The 2016 CFPT Focus Topic concentrated on education and prevention of substance use and abuse for children and youth under the age of 18. CFPT team members throughout the region joined ARHS Project Lazarus/Overdose Coalition members. The coalition is comprised of 52 members which includes 23 CFPT members from the seven county teams. Those members participating on the coalition received e-mails, attended meetings as schedules permitted, and provided updated information at CFPT meetings throughout 2016. Approximately nineteen CFPT members also joined one of the following subcommittees (school, providers, or resources). All teams were provided information regarding the availability of free lock boxes for medications.



Pasquotank

Perquimans

Camden

Chowan

Currituck

Bertie

Gates

- All teams continued to provide educational posters and flyers regarding mistaken identity of candies/medications, harmful items in purses, and non-sharing of prescription drugs by teens. Approximately 600 posters were made available to the teams via the regional collaborative ARHS/Project Lazarus coalition and were distributed by members to local offices, including but not limited to Head Start/Smart Start offices, daycares, middle and high schools, DSS offices, Health Departments, EMS, and law enforcement offices.
- Trillium representatives shared information regarding Rachel's Challenge being provided at elementary schools throughout the district. Rachel's Challenge Mission is: Making schools safer, more connected places where bullying and violence are replaced with kindness and respect, and where learning and teaching are awakened to their fullest. Rachel's Challenge was chosen due to the number of child/adolescent suicides in the region. Its focus is to encourage students to use kind words and to do simple acts of kindness. The overall goals of Rachel's Challenge are to increase personal power and self-esteem, to shift dangerous peer pressure to positive peer support and to eliminate the acceptability of teasing, violence, reduce suicide and all forms of oppression. Rachel's Challenge programs are designed to unite the members of the school and/or community and to empower them to carry the themes of the program back to the school, home and community. This program successfully addresses issues of violence, teasing, social oppression, racism, harassment, conflict management, suicide, peer pressure, alcohol and drugs.
- Emails received from the State Coordinator regarding webinars, trainings, etc., were forwarded to all CFPT chairpersons and team members. Members viewed webinars as schedules permitted shared information at CFPT meetings. Webinar topics included: SIDS and Safe Sleep in North Carolina, Policy Perspectives: Addressing the Impact of Prescription Drug Abuse on Children, and Improving Prescribing Practices and Reducing Opioid Overdoses in North Carolina: A Multi-Faceted Approach.
- Additional items shared and discussed included new Safe Sleep Guidelines, NC Child Health Report Card/Child Death Data, information and/or county data via the following websites:
  - <http://www.schs.state.nc.us/data/vital/cd/2015/>
  - [www.drugabuse.gov](http://www.drugabuse.gov)
  - [www.ncchild.org](http://www.ncchild.org)
  - <http://www.injuryfreenc.ncdhhs.gov>
- Child Coordination for Children (CC4C/children under age five) and Obstetrical Care Management (OBCM/pregnant women) information, including English and Spanish brochures, was shared throughout the district at team meetings.

#### **Additional individual team information:**

##### **Bertie CFPT**

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Bertie CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.
- A parent of a deceased child member (required by statute) was appointed to the team.
- The following information was shared with all members; this information was then shared with others in the community to increase education and awareness.
  - Inclusive Playground at the Bertie County Recreation Complex with accommodations that provide an opportunity for individuals of all ages and abilities to play together outside.



- Easter Seals moving to Ahoskie with provision of after school programs for children with autism and other special needs.
- Crisis Chat, through Integrated Family Services (an electronic method for students to talk about depression, substance abuse, etc.
- Vehicle Injury Prevention for Very Important People presentation scheduled September 27, 2016 at the Bertie County High School.

#### Camden CFPT

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Camden CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.
- Camden CFPT reviewed NC Detect Emergency Room statistics and State Health statistics (as available) in an effort to identify potential trends in the youth of Camden County.
- Camden County hosted the POE Center, "Drugs Uncovered: What Parents & Adults Need to Know!" on December 5, 2016 from 6:00-8:00, sponsored by ARHS as part of the Project Lazarus project and regional collaboration. This was a workshop and exhibit for parents/guardians, educators, counselors, and government and community professionals to attend, including CFPT members as schedules would allow.
- Trillium has continued to focus and work with Camden schools on suicide prevention.
- Prom Promise Exercise was held at Camden High School. Camden Sheriff's Department, School Resource Officer, NC Highway Patrol, Pasquotank-Camden EMS (including Camden Chairperson/Assistant EMS Director), and Camden Fire Department staged a mock accident on the grounds of Camden County High School the week before prom in an effort to educate the students on the dangers of drinking and driving.

Pasquotank

Perquimans

Camden

Chowan

Currituck

Bertie

Gates

#### Chowan:

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Chowan CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.
- In conjunction/collaboration with DSS/CCPT, a few CFPT team members participated in a Pin Wheel Ceremony on April 25, 2016 to support Child Abuse Prevention.
- Members collaborated with ARHS/Project Lazarus to provide lock boxes to families needing to lock up medications, including pain medications, in homes, to prevent children and other family members having access.
- Some members attended a workshop, "Involuntary Commitment - It Takes a Team," at Edenton Baptist Church on October 27, 2016.
- Chowan CFPT reviewed quarterly Vidant Chowan Emergency Room non-identifying data in an effort to identify potential trends in the youth of Chowan County.

#### Currituck

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Currituck CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.



- Lock boxes were distributed to local residents to secure medications.
- Information regarding CFPT/CCPT teams and Child Health Data was published in the county newspaper "Focus on Currituck."
- Several CFPT members and DSS staff attended the December 5, 2016 POE Center, "Drugs Uncovered: What Parents & Adults Need to Know!" presentation in Camden. Currituck schools plan to invite the program to Currituck.
- AAP Guidelines for Infant Sleep Safety and SIDS Risk Reduction (obtained via e-mail and at CFPT meeting) was distributed by Social Workers and available in the Currituck DSS lobby.

#### Gates

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Gates CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.
- EMS member(s) participated in the Opiate CME Course, sponsored by the ARHS Project Lazarus.
- SIDS and Safe Sleep in North Carolina posters were distributed at various locations in the county.
- Gates County hosted the POE Center, "Drugs Uncovered: What Parents & Adults Need to Know!" on November 30, 2016 from 4:30-6:30, sponsored by ARHS as part of the Project Lazarus project and regional collaboration. This was a workshop and exhibit for parents/guardians, educators, counselors, and government and community professionals to attend, including CFPT members as schedules would allow.
- Some members attended the August 10, 2016 Trillium Health Resources-Rachel's Challenge, a Compassion Reaction Launch, held at a local community college.
- Trey Wright, Lead Coordinator with Triple P/Positive Parenting Program, presented Triple P as an evidenced based education and support system for parent/caregivers at the October 19, 2016 meeting.

#### Pasquotank

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Pasquotank CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.
- Several CFPT members and DSS staff attended the December 5, 2016 POE Center, "Drugs Uncovered: What Parents & Adults Need to Know!" presentation in Camden; the presentation was discussed at the following Pasquotank CFPT meeting.
- Water safety and swimming education and information, including websites, was shared with the team.
- Pasquotank CFPT reviewed NC Detect Emergency Room statistics and State Health statistics (as available) in an effort to identify potential trends in the youth of Pasquotank County.



### Perquimans

- The annual CFPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Perquimans CFPT Chairperson submitted information for this report to the County Commissioners and Board of Health.

### **Conclusion**

Thank you to the members of the ARHS Board of Health and County Commissioners for the opportunity to share with you the successes and dedicated work of the local teams as teams continue to review child fatalities, make recommendations, and take actions to prevent future child deaths. All CFPT teams continue to strive for the enhancement of resources and services to improve the lives of children and families in this area. The teams are committed to addressing the issues of safety and at risk concerns which will increase protection and proper care for children.

Please feel free to contact the Health Director or the CFPT Chairperson, respectively, should you have any questions about this report.

Pasquotank

\_\_\_\_\_  
R. Battle Betts, Jr., Health Director

\_\_\_\_\_  
Date

Perquimans

Camden

\_\_\_\_\_  
Sara Davidson, Bertie Chairperson  
(252) 794-6230; [sdavidson@arhs-nc.org](mailto:sdavidson@arhs-nc.org)

\_\_\_\_\_  
Date

Chowan

Currituck

\_\_\_\_\_  
Walter Meads, Camden Chairperson  
(252) 335-1524; [meadsw@co.pasquotank.nc.us](mailto:meadsw@co.pasquotank.nc.us)

\_\_\_\_\_  
Date

Bertie

Gates

\_\_\_\_\_  
Anita LaFon, Chowan Chairperson  
(252) 482-6014; [alafon@arhs-nc.org](mailto:alafon@arhs-nc.org)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judith Ayers, Currituck Chairperson  
(252) 232-6043; [Judith.Ayers@CurrituckCountyNC.gov](mailto:Judith.Ayers@CurrituckCountyNC.gov)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Riddick, Gates Chairperson  
(252) 357-1380; [karen.riddick@arhs-nc.org](mailto:karen.riddick@arhs-nc.org)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathleen Foreman, Pasquotank Chairperson  
(252) 331-4755; [Kathleen.Foreman@nccourts.org](mailto:Kathleen.Foreman@nccourts.org)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Chaney, Perquimans Chairperson  
(252) 426-7373; [schaney@perqdss.net](mailto:schaney@perqdss.net)

\_\_\_\_\_  
Date

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**R. Battle Betts, Jr., MPA, Health Director**

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Cause of Death	Bertie	Camden	Chowan	Currituck	Gates	Pasquotank	Perquimans
Drowning and Submersion – Swimming Pool						1*	
Encephalopathy, unspecified (congenital disorder)						1	
Homicide						1*	
Hydrops Fetalis not due to Hemolytic Disease						1	
Necrotizing Enterocolitis of Newborn	1						
Neurofibromatosis (non-malignant)		1					
Prematurity or Perinatal Causes	2		2*		1	2	
Respiratory Distress of a Newborn						1	
Suicide		1*		1			
<b>TOTAL</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>7</b>	<b>0</b>



Camden: \*Camden County Schools continue to work with staff and students on suicide awareness.

Chowan:

\*Recommendation/action to continue to provide education to public via prenatal office visits, social media, website, etc. regarding the importance of early prenatal care.

Pasquotank: \*Recommendation and local action taken to assure pool safety is addressed at well child check-ups, as well as find educational brochures or information to use as handouts to families, local providers, daycares, etc., with or frequently around pools.

\*Recommendation and local action/follow-up to confirm the City/ECPD has a gang-related educational program and school counselors/administration have received training regarding gang affiliations.

Note: An ongoing identified problem occurs when a child dies out of state (i.e., CHKD), as the team is unable to obtain information across state lines, and in some instances, is unable to review the case, identify any gaps or system problems, and therefore no recommendations are made and no actions taken.

**Executives**

- The annual CPPT Activity Summary was completed and submitted on-line by the date requested (February 28, 2017).
- Perquimans CPPT Chairperson submitted information for this report to the County Commissioners and Board of Health.

**Conclusion**

Thank you to the members of the ACHS Board of Health and County Commissioners for the opportunity to share with you the successful and dedicated work of the local teams as teams continue to review child fatalities, make recommendations, and take actions to prevent future child deaths. All CPPT teams continue to strive for the enhancement of resources and services to improve the lives of children and families in this area. The teams are committed to addressing the issues of safety and at risk concerns which will increase protection and proper care for children.

Please feel free to contact the Health Director or the CPPT Chairperson, respectively, should you have any questions about this report.

Perquimans	<u>R. Battle, Jr.</u> R. Battle, Jr., Health Director	<u>4-24-17</u> Date
Camden	<u>Sara Davidson</u> Sara Davidson, Bartle Chairperson (252) 794-8822; sdaid@camden-nc.org	<u>4-24-17</u> Date
Chowan	<u>Michelle</u> Michelle, Chowan Chairperson (252) 335-1224; michelle@chowan-nc.org	<u>4-24-17</u> Date
Currituck	<u>Judith Ayers</u> Judith Ayers, Currituck Chairperson (252) 333-8043; judith.ayers@currituck-nc.org	<u>4-24-17</u> Date
Bartle	<u>Karen Piddick</u> Karen Piddick, Gates Chairperson (252) 367-1329; karen.piddick@barto-nc.org	<u>4-24-17</u> Date
Gates	<u>Kathleen Foreman</u> Kathleen Foreman, Perquimans Chairperson (252) 891-4752; kathleen.foreman@perquimans-nc.org	<u>4-24-17</u> Date
	<u>Suzanne M. Chaney</u> Suzanne Chaney, Perquimans Chairperson (252) 488-7372; schaney@perquimans-nc.org	<u>4/24/17</u> Date

When you receive this report, please contact the Health Director at (252) 338-4400 or the County Commissioner at (252) 338-4449.

Page 2 of 3



**R. Battle, Jr., MPA, Health Director**  
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# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-6

**DEPARTMENT:** Governing Body

**SUBJECT:** Proposed EMS lease of 300 Building at Bertie Early College

**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:** ---



STATE OF NORTH CAROLIN

**LEASE AGREEMENT**

BERTIE COUNTY

This Lease Agreement (“Lease”) is made this 10<sup>th</sup> day of October 2016 by and between Bertie County, a body politic and corporate (“Lessee”), and the Bertie County Board of Education, a body corporate (“Lessor”).

WHEREAS, Lessee’s Emergency Management Services (“EMS”) building was damaged during recent flooding in Bertie County;

WHEREAS, Lessor is not currently using the 300 building on the former Southwestern Middle School site located at 819 Governor’s Road, Windsor, North Carolina (“hereinafter “Premises”), but the Board is concerned that the EMS services may adversely impact the educational environment at Bertie Early College;

WHEREAS, Lessee desires to lease the Premises for EMS services;

WHEREAS, Lessor and Lessee acknowledge that the Premises may require maintenance and repairs in order for the building to be used for Lessee’s Activities;

WHEREAS, Lessor is authorized to enter into this Lease pursuant to G.S. 115C-518 and 524, and G.S. 160A-274; and

WHEREAS, Lessor and Lessee desire to enter into this Lease for the purpose of setting forth the respective rights, obligations and duties of each party.

NOW, THEREFORE, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, Lessor and Lessee agree as follows:

1. Premises. Lessor shall lease to Lessee and Lessee shall lease from Lessor, the 300 building on the former Southwestern Middle School site which is located at 819 Governor’s Road, Windsor, North Carolina. The Premises as used herein shall include the right of ingress and egress using paved roads and parking lots located on the former Southwestern Middle School site. The Premises shall also include the nonexclusive right to use of the parking lot near the Premises. In no event does Lessor grant any interest in any property for which Lessor is not the record owner. The Premises are leased for the express purpose of allowing Lessee to conduct Lessee’s Activities.

2. Term. The initial term of this Lease ("initial term") shall commence on October 10, 2016 (“Commencement Date”). The initial term of this Lease shall end on April 10, 2017. At the end of the initial term, this Lease shall become a month-to-month tenancy with either party having the right to terminate the tenancy after 30 days written notice to the other party. During the month-to-month tenancy, this Lease Agreement shall continue in force upon the same covenants, terms and conditions.

3. Rent. The rent shall be \$5,500.00 per month payable on the first day of each

month. Lessee agrees to pay for all renovations and repairs required to ensure that the Premises are safe and suitable for use for Lessee's Activities. The parties acknowledge that the rent is based upon Lessee's proposed use of the Premises for Lessee's Activities.

4. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Premises in fee simple except as set out in matters of record. Lessee assumes the burden of conducting a title search or other investigation to its satisfaction. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises throughout the Lease term so long as Lessee's activities do not adversely impact the learning environment at Bertie Early College.

5. Title Insurance. Lessee, at Lessee's option and expense, may obtain title insurance on the Premises.

6. No Waste or Nuisance. During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall obtain any necessary governmental licenses or authorizations required for any construction activities on the Premises and for conducting Lessee's Activities and shall furnish copies of same to Lessor if requested. Lessor shall reasonably cooperate with Lessee's efforts to obtain necessary licenses and authorizations.

7. Assignment and Subleasing. Lessee may not sublet the Premises in whole or in part without the consent of Lessor, and the making of any such sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations hereunder. Lessee shall not assign or transfer this Lease, or any interest herein, without the prior written consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. In the event Lessor should transfer its interest in the Premises, Lessor shall have no further duties or obligations hereunder provided that the transferee agrees to assume all of the duties and obligations imposed hereunder on Lessor and upon such third party's agreement not to amend, modify or change in any manner whatsoever Lessee's rights and obligations hereunder. Upon such a transfer, Lessee shall, for all purposes expressed herein and incidental hereto, accept such transferee as its Lessor hereunder. Lessor may assign any or all rights, duties and obligations created hereunder without the consent of Lessee provided such third party agrees not to amend, modify or change in any manner whatsoever Lessee's rights and obligations hereunder and assumes without modification Lessor's rights and obligations hereunder. In all other circumstances, Lessor shall first have obtained the written consent of Lessee, which consent shall not be unreasonably withheld.

8. Notices. All notices, demands, or other writings which this Lease requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, certified mail, return receipt requested, and addressed as follows:

To Lessor: Superintendent's Office  
Bertie County Schools  
P.O. Box 10, 715 US Highway 13 North  
Windsor, North Carolina 27983

To Lessee: County Manager's Office  
Bertie County  
Post Office Box 530  
Windsor, NC 27983

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

9. Condition of Premises. Lessee acknowledges that Lessor does not represent or warrant that the Premises are or will be suitable or safe for Lessee's Activities. Lessee shall be solely responsible for thoroughly inspecting the Premises prior to occupancy to ensure that the Premises are safe and acceptable for Lessee's Activities and shall make at its expense any and all repairs or improvements required to ensure that the Premises are safe prior to beginning any of Lessee's Activities on the Premises. Lessee shall be solely responsible for ensuring that the Premises are maintained in a safe condition anytime the Premises are used for Lessee's Activities. Lessee shall not use the Premises in any manner that would cause the North Carolina Department of Instruction to cancel the property insurance for the Premises. Lessee shall immediately correct any unsafe use, situation or condition identified by the North Carolina Department of Instruction. Lessee shall indemnify, hold harmless and release Lessor from any and all claims related to the condition and suitability of the Premises for the Lessee's Activities.

10. Maintenance and Repairs of Premises. Lessee shall be solely responsible for all upkeep, maintenance, repair, landscaping, pest control, and trash and debris removal for the Premises during the term of this Lease. Lessor reserves the right to terminate this Lease with 30 days written notice in the event Lessor has paid or is responsible for paying for any repairs or maintenance. Prior to Lessor terminating the Lease, Lessee shall be provided an opportunity to repair the Premises at Lessee's sole expense.

In the event the Premises are damaged, including rendering the Premises uninhabitable, Lessee shall have the option to rebuild or repair the Premises solely at Lessee's expense, except Lessor shall pay for or reimburse Lessee for any repairs covered by the property insurance maintained by Lessor pursuant to Section 17 of this Lease. In the event Lessee decides not to rebuild or repair the Premises following damage to or destruction of the Premises, Lessor shall have no duty to repair the Premises or to pay Lessee any insurance proceeds Lessor receives for the damage to or destruction of the Premises. Under no circumstances shall Lessor have any obligation to repair or rebuild the Premises. Lessee's agreement to be solely responsible for any and all repairs and maintenance of the Premises, except as specifically noted above, is a material term of this Lease. Except as specifically noted in this Section 10, Lessor and Lessee agree that Lessee shall not be entitled to any compensation or reimbursement from Lessor for any repairs, maintenance, construction costs, or any other expenses Lessee incurs as a result of Lessee's use or lease of the Premises. Lessee shall be solely responsible for the replacement of any of its personal property damaged or destroyed on the Premises regardless of whether Lessor

receives insurance proceeds for the damage or destruction of any personal property.

11. Lessee Improvements. Lessee, with the prior written permission of Lessor, may make such improvements on the Premises as it may deem necessary, including any improvements necessary for Lessee's Activities. Lessor's approval shall not be unreasonably withheld. Lessee shall be solely responsible for the cost of any improvements. However, Lessee shall not destroy, remove or make any improvements or changes to the Premises which would adversely impact the market value of the Premises or Lessor's ability to use the Premises upon the termination of this Lease.

During the term of this Lease, Lessee shall maintain the Premises in a safe, clean and neat condition. Upon termination of this Lease, Lessor shall take possession and ownership of all improvements to the Premises, except for Lessee's personal property. Lessor may inspect any installation or other work performed on the Premises. Upon the request of Lessor, Lessee at its expense shall make such changes as may be reasonably necessary, in the opinion of Lessor based on the written opinion of a building inspector, fire marshal, licensed structural engineer, or other person with training and expertise regarding building safety issues, to protect persons or property from danger or injury. Notwithstanding the foregoing, Lessor shall be under no obligation to any party to make such inspection or to request any such changes.

To the extent that any repairs or changes are occasioned by (a) the acts of Lessee, its agents, servants, employees, contractors, or invitees; (b) any changes or improvements to the Premises requested or made by Lessee that are not pursuant to the preceding paragraph; or (c) any violation or breach of any provision of this Lease by Lessee or anyone acting under it; then Lessor may make any required repairs at the expense of Lessee. Lessee shall promptly reimburse Lessor on demand for any such expenses incurred by Lessor.

12. Operating Expense. Lessee shall be responsible for the cost of electricity, water, sewer and heating oil/gas, required for the use of the Premises and shall reimburse the Lessor for all charges, fees or assessments for connection and use of those utilities. The Parties agree that the utilities for the Premises are included in the invoices that the Lessor receives for the gym/alternative building, and that Lessee shall fully and promptly pay one-third of all cost of the utilities paid by Lessor for the gym/alternative building throughout the term of this Lease.

13. Lessee's Performance and Surrender. Lessee shall comply with all rules, regulations, and laws governing Lessee's Activities at all times during the term of this Lease. Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease all improvements to the Premises, except for Lessee's personal property, shall automatically become the property of the Lessor.

14. Oil, Gas and Mineral Rights. Lessor does not grant, lease, let or demise to Lessee, but expressly excepts and reserves all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil,

gas or minerals during the term of this Lease.

15. Government Compliance. Lessee shall maintain and operate all of Lessee's Activities in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.

16. Hold Harmless and Release. Lessor and Lessee acknowledge that this Lease is entered into pursuant to G.S. 115C-524(c) and that no liability shall attach to Lessor for any personal injury suffered by reason of the use of the Premises by Lessee, its employees, agents, sublessees and invitees. In addition, Lessee shall indemnify and hold Lessor harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs if the defense of the claim is coordinated with the Bertie County Attorney) which may arise out of or be caused by any act or omission or intentional wrongdoing of Lessee or its agents, employees, invitees or contractors, or which may arise out of or be caused by the maintenance, presence, use, location or removal of any equipment, system, or other property owned, operated or used by Lessee or its agents, employees, invitees or contractors. Lessor shall not be responsible for any damage to Lessee's property, business, agents, employees, or invitees regardless of the cause of the damage.

17. Insurance. Lessee shall maintain in effect during the term of this Lease its current policy of public liability insurance in which Lessee shall be named as insured parties. Lessor shall be provided a certificate of insurance reflecting all insurance coverages prior to the execution of this Lease.

Lessor shall provide fire and casualty damage insurance for the Premises through the North Carolina Department of Public Instruction to cover the cost of repair or replacement of the school building and any other property of Lessor on the Premises. Lessee may, in its sole discretion, maintain property damage insurance for the Premises or Lessee's personal property. Lessee shall be solely responsible for maintaining property insurance to cover its personal property and the personal property of its employees, agents, invitees and sublessees. Lessor shall not be required to pay any insurance proceeds it receives to Lessee for any purpose, except as specifically provided in Section 10 above.

18. Hazardous Substances. Lessee shall hold Lessor harmless from and indemnify Lessor against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, uncovered, discovered, disposed of or transported to, on or under the Premises as a result of Lessee's use of the Premises; provided, however, this provision shall not apply in the event that the hazardous substances, except asbestos, existed on the premises prior to the initiation of this Lease. For purposes of this Lease, "hazardous substances" shall mean (I) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the premises or premises adjacent thereto, or (iv) any substance the presence of which on the premises requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601

et seq.; the Resource Conservation and Recovery Act, 42, U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

Lessor shall provide Lessee with the most recent Ahera Management Plan for the Premises within one week of the execution of this Lease. Lessee shall comply with all requirements of the current and any future Ahera Management Plans, and Lessee shall perform all actions required by the then current Ahera Management Plan and/or any state, federal, or local agency for occupancy of the Premises, except Lessee shall not be required to make repairs and improvements to the Premises, or remove or encapsulate any asbestos. Lessor shall pay all expenses associated with conducting inspections and reinspections of the Premises for asbestos as required by state or federal laws. In addition, Lessee shall comply with all rules, regulations, and laws governing access and maintenance in areas containing asbestos.

19. Events of Default; Termination. If Lessee vacates or abandons the Premises or fails to perform any other act or obligation as set forth in this Lease and for a period of thirty (30) days following notice from Lessor of such default fails to cure or commence appropriate action to cure such default, Lessor may terminate this Lease. Lessor may also terminate this Lease pursuant to Section 3 above or if a state, federal, or local agency establishes any condition(s) for occupancy of the Premises which Lessee fails or refuses to perform. Lessor may also terminate this Lease with fifteen (15) days notice if Lessor concludes that Lessee's activities are adversely impacting the educational environment at Bertie Early College. No such termination of this Lease shall relieve Lessee of its indemnification obligations and any previously accrued liability and obligations under this agreement and all such liability and obligations shall survive any such termination.

(a) Upon termination or expiration of this Lease, Lessee will surrender the Premises to Lessor in as good condition as existed at the commencement of the Lease except for reasonable wear and tear and in accordance with the terms of this Lease, or for damage due to causes beyond Lessee's control and without its fault or negligence, or for damage, howsoever caused, to the extent Lessor shall have been compensated for such damage by insurance.

(b) Upon any termination or expiration of this Lease, Lessee shall promptly remove its equipment from the Premises without damage to the property of Lessor in accordance with the terms of this Lease. During the period of removal of its equipment, Lessee's right and obligations with respect to access to the Premises shall be the same as those during the period that this Lease is in effect, and until the completion of the removal of all such equipment.

(c) If any personal property owned by Lessee shall not have been removed from the Premises within thirty (30) days following the termination or expiration of this Lease, Lessor shall have the right to remove such property at its own expense.

(d) Lessor's failure to enforce or insist upon compliance with any of the terms or

conditions of this Lease shall not constitute a waiver or relinquishment by Lessor of any of such terms or conditions. No declaration of default by Lessor under any provision of this Lease shall be deemed to impair or diminish Lessor's rights against Lessee for any breach of this Lease.

20. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Lease, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority. Any lesser condemnation shall in no way affect the respective rights and obligations of Lessor and Lessee hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect Lessee's right to an award of compensation from any condemnation proceeding for the taking of Lessee's leasehold interest hereunder or for the taking of Lessee's improvements, fixtures, equipment, and personal property. The provisions of this Lease governing Lessee Improvements and their removal shall be applicable should termination occur due to condemnation.

21. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. Access to Premises. Lessee and its employees and invitees shall have access to the Premises seven days a week and 24 hours a day during the term of this Lease.

23. Mechanic's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the lease Premises, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. If any such claim of lien is placed on the Premises, Lessee shall, within thirty (30) days thereafter regardless of whether or not it contests the validity of the claim upon which such lien is based, post such bonds or take such other steps as may be necessary to remove such lien.

24. Lunsford Act. Lessee also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Lessee shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any activities on the former Southwestern Middle School site. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Lessee's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Lessee shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its Contractual Personnel engaging in any activities on the Southwestern Middle School site under this Lease prior to the commencement of such activities. Lessee shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Lessee's execution of the Lease and prior to the individual entering upon the Southwestern Middle School site. In addition, Lessee agrees to conduct the registry checks and provide a supplemental certification form before any

additional Contractual Personnel are allowed to engage in any activities on the Southwestern Middle School site under this Lease. Lessee further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Lessee shall not assign any individual to engage in any activities on the Southwestern Middle School site under this Lease if said individual appears on any of the listed registries. Lessee agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to the Lessor upon request. Lessee specifically acknowledges that the Lessor retains the right to audit these records to ensure compliance with this section at any time in the Lessor's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Lease.

25. Applicable School Board of Education Policies. Lessee acknowledges that the Lessor adopted policies governing conduct on Lessor's property and agrees to abide by any and all relevant policies while on Lessor's property. The Lessee acknowledges that Lessor's policies are available on the Lessor's website (<http://www.bertie.k12.nc.us/pages/BertieCountySchools>).

26. Governing Law. This Lease and the relationship of the parties shall be governed by the laws of the state of North Carolina.

27. Entire Lease. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

28. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

29. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

30. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Lease of the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

31. Right to Register or Record. Upon the request of Lessee, Lessor agrees to execute a Memorandum of Lease in recordable or registerable form setting forth the general terms of the Lease, and such other information as Lessee shall request.



IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above written.

Lessor:

**BERTIE COUNTY BOARD OF EDUCATION**

\_\_\_\_\_(SEAL)  
Bobby Occena, Chairman

ATTEST:

\_\_\_\_\_(SEAL)  
Dr. Steven Hill, Superintendent

(CORPORATE SEAL)

Lessee:

**BERTIE COUNTY, NC**

\_\_\_\_\_(SEAL)  
John Trent, Chairman  
of the Board of Commissioners

ATTEST:

\_\_\_\_\_(SEAL)  
Clerk, Board of Commissioners

(CORPORATE SEAL)



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-7

**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

<b># 17-10</b>					
	INCREASE			DECREASE	
10-6100-5695-11	\$	100,000	SCHOOL	10-6100-5695-13	\$ 100,000
TO TRANSFER CAPITAL OUTLAY FUNDS TO LOCAL EXPENDITURES					
APPROVED BY UNANIMOUS VOTE ON 5/1/17. TO BE DISPERSED IN FINAL TWO PAYMENTS					
	INCREASE			DECREASE	
10-9910-5991-00	\$	42,000		10-6100-5695-11	\$ 42,000
CANCEL ALLOCATION BOE SHORTFALL REQUEST.					
(FUNDS RETURNED TO CONTINGENCY LINE)					
	INCREASE			INCREASE	
10-0090-4991-99	\$	5,715		10-4350-5399-00	\$ 5,715
INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #1, REVISED					
HOLLAND CONSULTING PLANNERS, INC.					
APPROVED ___ / ___ /2017					

# BUDGET AMENDMENT

<b>BUDGET AMENDMENT</b>				
		# 17-10		
	INCREASE			DECREASE
10-6100-5695-11	\$ 100,000	SCHOOL	10-6100-5695-13	\$ 100,000
TO TRANSFER CAPITAL OUTLAY FUNDS TO LOCAL EXPENDITURES				
APPROVED BY UNANIMOUS VOTE ON 5/1/17. TO BE DISPERSED IN FINAL TWO PAYMENTS				

## William Roberson

---

**From:** Scott Sauer  
**Sent:** Tuesday, May 02, 2017 8:43 AM  
**To:** Cooper, Kimberly; John Trent  
**Cc:** Lisa Rabon; Steven Hill; Sarah Tinkham; William Roberson  
**Subject:** RE: Emergency Request to transfer capital outlay funds

Dr. Hill,

Good morning and happy Tuesday!

In follow-up to our conversation late yesterday afternoon, the Board of Commissioners reviewed the emergency request to transfer capital outlay funds at its meeting yesterday. By unanimous vote, the transfer of \$100,000 from capital outlay to the General Fund (current expense) is approved.

Scott

**From:** Cooper, Kimberly [mailto:kcooper@bertie.k12.nc.us]  
**Sent:** Monday, May 01, 2017 3:34 PM  
**To:** John Trent; Scott Sauer  
**Cc:** Lisa Rabon; Steven Hill; Sarah Tinkham  
**Subject:** Emergency Request to transfer capital outlay funds

Good afternoon,

Please see the emergency request to transfer capital outlay funds.

If you have any questions or concerns, please feel free to contact me.

-Kim

*Kimberly Cooper*  
Executive Administrative Assistant  
to Superintendent/Board Clerk  
Bertie County Schools  
715 U.S. Hwy 13 North  
Windsor, NC 27983  
[252-794-6025](tel:252-794-6025)  
[252-325-1027](tel:252-325-1027)

**Scott Sauer**

---

**From:** Cooper, Kimberly <kcooper@bertie.k12.nc.us>  
**Sent:** Monday, May 01, 2017 3:34 PM  
**To:** John Trent; Scott Sauer  
**Cc:** Lisa Rabon; Steven Hill; Sarah Tinkham  
**Subject:** Emergency Request to transfer capital outlay funds  
**Attachments:** DOC050117-05012017152920.pdf

Good afternoon,

Please see the emergency request to transfer capital outlay funds.  
If you have any questions or concerns, please feel free to contact me.

-Kim

*Kimberly Cooper*

Executive Administrative Assistant  
to Superintendent/Board Clerk  
Bertie County Schools  
715 U.S. Hwy 13 North  
Windsor, NC 27983  
[252-794-6025](tel:252-794-6025)  
[252-325-1027](tel:252-325-1027)

----- Forwarded message -----

**From:** CO Copier <[co-copier@bertie.k12.nc.us](mailto:co-copier@bertie.k12.nc.us)>  
**Date:** Mon, May 1, 2017 at 6:29 PM  
**Subject:** CO Copier 05/01/2017 15:29  
**To:** Kim Cooper <[kcooper@bertie.k12.nc.us](mailto:kcooper@bertie.k12.nc.us)>

Scanned from MFP11432298  
Date:05/01/2017 15:29  
Pages:3  
Resolution:200x200 DPI

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Please do not reply!

**BERTIE COUNTY SCHOOLS**

P.O. BOX 10  
715 US HWY 13 N  
WINDSOR, NORTH CAROLINA 27983  
PHONE (252) 794-3173 – FAX: (252) 794-9727



*Dr. Steven Hill*  
Superintendent

*Mrs. Sandra Hardy*  
Assistant Superintendent

**BOARD MEMBERS**  
*BOBBY OCCENA, Chair*  
*BARRY MCGLONE, Vice-Chairman*  
*TARSHA DUDLEY*  
*EMMA H. JOHNSON*  
*JO DAVIS JOHNSON*

5/1/17

To: Bertie County Commissioners  
Chairman John Trent  
Post Office Box 530  
Windsor, NC 27983

Re: Emergency request to transfer Capital Outlay funds

Dear Mr. Trent:

The Board of Education for Bertie County Schools would like to adopt a resolution for an emergency request to transfer Capital Outlay funds in the amount of \$100,000 dollars to our General Fund. The nature of this emergency request is the resulting negative fund balance from the 2016-2017 school year. This emergency was not foreseen when the budget resolution was adopted because the negative fund balance resulted from the performance and completion of the Audit for 2016-2017. The transfer of Capital Outlay funds will be used to reduce local expenditures object 311 contracted services as a result of this transfer.

Best regards,

Dr. Steven Hill  
Superintendent  
Bertie County Schools

cc Scott Sauer

# **BERTIE COUNTY SCHOOLS**

P.O. BOX 10  
715 US HWY 13 N  
WINDSOR, NORTH CAROLINA 27983  
PHONE (252) 794-3173 – FAX: (252) 794-9727



*Dr. Steven Hill*  
**Superintendent**

*Mrs. Sandra Hardy*  
**Assistant Superintendent**

**BOARD MEMBERS**  
*BOBBY OCCENA, Chair*  
*BARRY MCGLONE, Vice-Chairman*  
*TARSHA DUDLEY*  
*EMMA H. JOHNSON*  
*JO DAVIS JOHNSON*

**May 01, 2017**

**Scott Sauer-County Manager**  
**William Roberson- Finance Officer**  
**County of Bertie**  
**Windsor, NC 27983**

*Dear Scott and William,*

*Per Dr. Hill and Mr. Sauer's discussion, below is the summary and balance for Capital Outlay funds as of May 1, 2017. We have attached the formal documentation representing a resolution from our School Board to Bertie County to request the transfer of \$100,000 dollars from Capital Outlay Funds to our General Fund to reduce local contract service expenditures to assist with the general fund deficit for the current year.*

*Balance Forward from 2015-2016 -\$97,878.66*  
*2016-2017 Appropriation Capital Outlay \$375,000*  
*2016-2017 Expenditures: \$229,463.04*  
*Remaining Balance: \$243,415.62*

*Thank you for your consideration of this request and please contact me if you have any additional questions.*

*Lisa Rabon*  
**Chief Finance Officer**  
**Bertie County Schools**

**Enclosures: 2**  
**LR**



# Budget

Account Number

Fund	Purpose	Program	Object	Location	Line 1	Line 2	Description	Beginning Budget/Balanc	Year-to-Date Transactions												13th Month				
									July MTD	Aug MTD	Sept MTD	Oct MTD	Nov MTD	Dec MTD	Jan MTD	Feb MTD	Mar MTD	Apr MTD	May MTD	Jun MTD					
4	9100	801	641	348	000	00	AULLANDER-PARKING LOT ROCKS	\$0.00	\$2,789.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
4	9100	801	632	000	002	00	AUTO MECHANIC SHOP CLASSROOM PROJECT	\$0.00	\$1,508.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	641	311	000	00	BLINDS EARLY COLLEGE	\$0.00	\$9,620.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	000	001	00	CONCESSION STAND IMPROVEMENT PROJECT	\$0.00	\$2,008.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	641	000	000	00	EQUIPMENT	\$163,300.00	\$3,468.02	\$2,608.46	\$2,608.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	348	000	00	LANDSCAPING AULLANDER	\$0.00	\$587.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	641	000	000	02	OCR AUDIT IMPROVEMENTS REQUIREMENTS	\$0.00	\$4,733.90	\$175.03	\$3,822.70	\$738.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	000	000	02	OCR PROJECT	\$0.00	\$808.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	000	000	00	PRESS BOX IMPROVEMENT PROJECT	\$188,700.00	\$4,212.03	\$0.00	\$4,212.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	311	000	00	REKEYING EARLY COLLEGE	\$0.00	\$10,057.02	\$0.00	\$0.00	\$0.00	\$0.00	\$10,057.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	352	000	01	REKEYING WINDSOR ELEMENTARY	\$0.00	\$14,873.48	\$0.00	\$0.00	\$0.00	\$0.00	\$14,873.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	641	311	001	00	REPLACING A/C UNITS EARLY COLLEGE	\$0.00	\$93,548.89	\$0.00	\$0.00	\$0.00	\$0.00	\$7,105.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	362	000	00	ROOF COUNSELOR BUILDING/WINDSOR ELEM	\$0.00	\$1,897.88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,338.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	632	369	000	00	ROOF COLERAIN ELEMENTARY	\$0.00	\$79,810.00	\$79,810.00	\$79,810.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4	9100	801	651	000	000	00	VEHICLE	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							2016-2017 Budget	\$375,000.00	\$229,463.04	\$79,996.03	\$3,544.63	\$87,879.87	\$30,396.92	\$1,867.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							Plus Carryover Balance 2015-2016	\$97,371.86																	
							2016-2017 Available Budget	\$472,371.86																	
							YTD Expenditures	(\$229,463.04)																	
							2016-2017 Capital Outlay Remaining Balance	\$243,415.82																	

# BUDGET AMENDMENT

<u># 17-10</u>			
	INCREASE		DECREASE
10-9910-5991-00	\$ 42,000	10-6100-5695-11	\$ 42,000
CANCEL ALLOCATION BOE SHORTFALL REQUEST. (FUNDS RETURNED TO CONTINGENCY LINE)			

# BUDGET AMENDMENT

<b>BUDGET AMENDMENT</b>					
		# 17-10			
	INCREASE			INCREASE	
10-0090-4991-99	\$	5,715	10-4350-5399-00	\$	5,715
INCREASE BUDGET TO COVER PROFESSIONAL SERVICES - WA #1, REVISED					
HOLLAND CONSULTING PLANNERS, INC.					



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** C-8

**DEPARTMENT:** Governing Body

**SUBJECT:** Approve Revised Work Authorization for Holland Consulting Planners--Hurricane Matthew Disaster Recovery and Flood Mitigation Project

**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:** ---

Work Authorization #1 (January 13, 2017 through June 30, 2017)  
Contract for Consultant Services  
Holland Consulting Planners, Inc. and Bertie County  
Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634  
**(Revised 5/5/17)**

Background

WHEREAS, Bertie County (the County) was severely impacted by Hurricane Matthew in October 2016, and requires management, planning, and housing inspection services to assist the County staff with applications for available state and federal funding for disaster recovery and flood mitigation assistance, and with the management of funded projects.

General Conditions

During completion of the work defined in this Work Authorization, Bertie County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of the Bertie County Hurricane Matthew Disaster Recovery and Flood Mitigation .

Tasks Approved By This Work Authorization

- Develop an interlocal agreement between Bertie County and the Town of Windsor related to the application and project management process for Hurricane Matthew Disaster Recovery and Flood Mitigation.
- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Coordinate project activities with designated state agencies.
- Prepare applications for Hurricane Matthew Disaster Recovery and Flood Mitigation funds.
- Manage citizen participation and outreach activities required to develop working inventories of households requiring disaster recovery/flood mitigation assistance.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$16,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated January 13, 2017. Hourly rates for the Consultant's personnel are agreed to as follows:

Staff Position	Hourly Rate
<b>Holland Consulting Planners, Inc.</b>	
T. Dale Holland, AICP, Principal	\$160.00
J. Reed Whitesell, AICP, Project Manager	\$130.00
Chris Hilbert, Program Administrator	\$90.00
Gary Miller, Housing Inspector	\$75.00
Administrative Services	\$60.00

Time Schedule

The tasks approved by this Work Authorization shall be completed by June 30, 2017, following execution of this authorization.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this authorization, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

BERTIE COUNTY, NC

\_\_\_\_\_  
T. Dale Holland, President

\_\_\_\_\_  
Scott Sauer, County Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk to the Board

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

(SEAL)

Work Authorization #1 (February 1, 2017 through March 31, 2017)  
Contract for Consultant Services  
Holland Consulting Planners, Inc. and Bertie County  
Hurricane Matthew Disaster Recovery and Flood Mitigation Project, HCP #5634

Background

WHEREAS, Bertie County (the County) was severely impacted by Hurricane Matthew in October 2016, and requires management, planning, and housing inspection services to assist the County staff with applications for available state and federal funding for disaster recovery and flood mitigation assistance, and with the management of funded projects.

General Conditions

During completion of the work defined in this Work Authorization, Bertie County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of the Bertie County Hurricane Matthew Disaster Recovery and Flood Mitigation .

Tasks Approved By This Work Authorization

- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Coordinate project activities with designated state agencies.
- Prepare applications for Hurricane Matthew Disaster Recovery and Flood Mitigation funds.
- Manage citizen participation and outreach activities required to develop working inventories of households requiring disaster recovery/flood mitigation assistance.
- Develop an interlocal agreement between Bertie County and the Town of Windsor related to the application and project management process for Hurricane Matthew Disaster Recovery and Flood Mitigation.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$6,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated 1/17/17. Hourly rates for the Consultant's personnel are agreed to as follows:

Staff Position	Hourly Rate
<b>Holland Consulting Planners, Inc.</b>	
T. Dale Holland, AICP, Principal	\$160.00
J. Reed Whitesell, AICP, Project Manager	\$130.00
Chris Hilbert, Program Administrator	\$90.00
Gary Miller, Housing Inspector	\$75.00
Administrative Services	\$60.00

Time Schedule

The tasks approved by this Work Authorization shall be completed by June 30, 2017, following execution of this authorization.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this authorization, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

BERTIE COUNTY, NC



T. Dale Holland, President

\_\_\_\_\_  
Scott Sauer, County Manager



Witness

\_\_\_\_\_  
Clerk to the Board

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

(SEAL)





# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** D-1

**DEPARTMENT:** Governing Body

**SUBJECT:** Report presented by Vivian Clarke

**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:** ---

Vivian Clarke  
1430 South King Street  
Windsor, North Carolina 27983  
336-909-2519--veehclarke@gmail.com

3 April 2017

**To the Commissionisers of the County of Bertie**

I'm presenting you with a report that is addressing several of my concerns and the reasons for my them. I am hoping that I will be given feedback from you individually or as a group in the near future. I thank you in advance for your responses.

The first is regarding our Community Action Agency, Choanoke Area Development Agency, aka CADA. CADA was designated in 1962 or 1964 to be the agency to to assist low income citizens of Bertie to citizens of Bertie to achieve self-sufficiency and a better quality of life.

CADA's funding is from primarily the Federal and State governments along with other funders not listed. CADA also bids on program funding and also is awarded Community Service Block Grant aka CSBG Programs. This brings to mind the questions of can we apply/bid for some of the funding to ensure that the citizens of Bertie County who qualify receive full benefit? It was stated to me that the funding received By CADA is not **County Specific. Therefore, Bertie County is at the mercy of the administration of CADA to be fair and just with the allotting of funds.** Secondly, their use of CSBG is for Information and Referral as described in the packet. Is there an agency in place that can apply for the CSBG and if awarded, utilize it solely for Bertie County?

The numbers provided by the Administration of CADA in Rich Square, NC look impressive, but are you, The Commissioners, priviledged to the names of recepients in Bertie and to know what types of follow up or ongoing case managing is being done? Are you informed that most informative meetings sponsored by CADA are not rotated throught the counties they serve. Many are held in Murfreesboro at a large church there. I was told that "they get there" when I questioned the participation of of citizens due to distance and the lack of transportation.

The Homebuyers classes are not done on a regular schedule and do you know **HOW** or **IF** our interested citizens are notified? I was told that someone used to send newsletters and its on social media and in local papers. Is CADA's Administrators aware that many low income citizens can't afford internet service and that throughout the county there are areas where internet service is not available? with that having been said, we must rely on the casemanagers to inform us. to become creative, even though the most given reason for not doing what they are hired to do is, "I don't have time." who is holding the employees responsible for their performances ? A citizen waited seven (7) years for her name to appear on the Housing Choice Voucher wait list. to have been added to the list she had to provide required documents including her birth certificate. CADA's case manager deemed her ineligible stating she didn't provide it. doesn't make sense but the lady, mother of five, lost her appeal to the decision. I spoke with the case manager asking for an appointment but the lady and I weren't granted such. I again called and spoke with Mr. Owens who said they were doing whatthey were supposed to do. I mentioned that perhaps I should go to their board atwhich time he became not sopleased and closed the phone abruptly as i continued to speak. Is it possible that the birth certificate was provided and misplaced? did the lasy have a fair chance? today she is still living in deplorable housing.

Home ownership can be obtained through the Housing Choice Voucher Program ( formerly Section 8 ). It appears to be a well kept secret because many voucher holders to whom I've spoken are not aware. When I questioned a casemanager about the lack of participation, I was told, "They don't want Nothing". "They'd rather call the landlord if something breaks." That's an unfounded assumption.

My understanding, my Commissioners, is that you don't take an active role in challenging this agency to provide all of the services it promises to the citizens of Bertie County because the county doesn't invest much money into the programs. may I remind you, they are given fundsto provide those services. They are not doing us favors but should be providing services to us.

I find it interesting, that in the local office in Windsor, there is one employee from Bertie, and she is with the NC Works division. Cada has a staff of 190 people and per their Human Resource Administrator there are 29 from Bertie. Do you know by documentation if this is true. Again, numbers don't necessarily indicate truth without backup. I mention this because to add qualified Bertie citizens, and there aree some, on their payroll, would improve the self-sufficiency level forthose individuals as is their (CADA's) mission.

### **Landlords**

I've used all means I can think of looking for a Land Association in the county and haven't been successful. my hope is that there is something that is used to encourage residential rental property owners to maintain or bring the dwellings up to minimum housing standards or above. Statistics show that dwellings that are rented in inhabitable conditions with low rents and without criminal background checks breed crime and also lower

surrounding properties tax values. Is there an association, or an incentive?

### **Saving our Minority Youth especially our Males**

It's important for us to begin to find a **Ways and Means** to curtail our losing our young males to the court system. Do we have a task force or can one be formed to work on this urgent need along with CADA's youth program employees and certainly in conjunction with our Faith Based Communities?

### **Department of Social Service (DSS)**

Is there a heating/cooling ductwork problem that creates extreme cold or hot temperatures within certain offices? The Director said it's the boiler system and she can only call maintenance who will adjust thermostat. for several years I've heard clients and staff complain of these conditions during my advocating for citizens here. I'm not an engineer and can't diagnose the problem but would like to know if it's a forever condition.



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** D-2

**DEPARTMENT:** Governing Body

**SUBJECT:** Golden Leaf grant update – four (4) recent applications submitted by the County

**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:** May 15, 2017

**AGENDA ITEM:** D-3

**DEPARTMENT:** Governing Body

**SUBJECT:** Latest draft – proposed temporary library lease – Food Lion Shopping Center

**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:** ---

**Article I**  
**Basic Lease Provisions**

**Section 1.01. Basic Lease Provisions**

EFFECTIVE DATE: May 1, 2017.

LANDLORD: **Windsor Square, LLC**

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

TENANT: Bertie County

ADDRESS OF TENANT: Post Office Box 530  
(Prior to Lease Commencement) Windsor, North Carolina 27983  
(252) 794-6112; scott.sauer@bertie.nc.gov

ADDRESS OF TENANT: Address same before and after commencement

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

TENANT'S TRADE NAME: Wahoo Tanning Bertie County Library

PREMISES: That portion as outlined in red on the site plan attached hereto as Exhibit A (the "Site Plan") containing approximately 4,800 rentable square feet with an address of \_\_\_\_\_ [Note: Landlord needs to prepare and attach Exhibit A]

LEASE TERM: Three (3) years.

LEASE TERM COMMENCEMENT DATE: [Note: depends on when the library and County personnel are ready to move in; fill this in once they have been consulted]

RENT COMMENCEMENT DATE: One month after the Lease Term Commencement Date – Landlord is giving the Tenant one month free rent

FIXED ~~MINIMUM-MAXIMUM~~ RENT: \$2,500 per month

ADDITIONAL RENT: none

OPERATING COSTS: All by Tenant, unless specified.

SECURITY DEPOSIT: \$2,500

**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~~Landlord's Work

Exhibit C. ~~Landlord's Work~~Sign Criteria [Note: this is how these two items are identified in the document]

Exhibit D. Rules and Regulations

~~Exhibit E. Guaranty of Lease~~ [Note: there is no need for a guaranty.]

## 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~~library 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 \_\_\_\_\_library services 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. Landlord acknowledges that in order for Tenant to make use of the Premises as a library, Tenant has to remove the glass panels from the interior walls. Tenant agrees that prior to making the alterations Tenant will give a plan or sketch to Landlord showing the alterations that Tenant proposes to make. If Landlord approves the alterations, which approval shall not be unreasonably withheld, Landlord will not require Tenant to reinstall the glass panels at the end of the lease. 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-Maximum~~ 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~~ [Note: Target Delivery Date is not defined anywhere], 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~~ Effective 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. ~~No rent will be required during the period that Landlord is unable to deliver possession of the Premises.~~ 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~~ Lease Term Commencement Date and Rent Commencement Date shall be accelerated by the number of days of such delay.

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"Lease Year," as used herein shall be a successive period of twelve (12) calendar months following the Lease Term Commencement Date until the last day of the month that is twelve (12) calendar months after the Lease Term Commencement Date occurs. If the Lease Term Commencement Date is other ~~that than~~ on the first day of a calendar month, the first Lease Year shall be the period of time from said Lease Term Commencement Date to the last day of the month in which said Lease Term 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 2.069. Statement of Lease Term**

When the Lease Term 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 Lease Term Commencement Date and termination date of the Lease Term.

#### **Section 2.0710. 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~~ Maximum rent.

### **Article III Rent**

#### **Section 3.01. Fixed ~~Minimum~~ Maximum 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~~ Maximum Rent as provided in Section 1. The payment of Fixed ~~Minimum~~ Maximum 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~~ Maximum 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~~ Maximum 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.~~

**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 of its storefront) and appurtenances thereto in good order, condition, and repair, clean, sanitary, and safe, including the replacement of Tenant's 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, electrical and plumbing systems and for repairs by using an employee who is licensed in the applicable service area or using with a service contract through a licensed and reputable heating and air conditioning firm contractor, and any charges relating to the repair of heating and air conditioning these systems, up to \$1,000.00 per Lease Year. Landlord is responsible for repairs to these systems costing more than \$1,000.00 per Lease Year. Notwithstanding the foregoing, during the 30 days between the Lease Term Commencement Date and the Rent Commencement Date, Tenant is encouraged to test all systems, including heating and air conditioning, electrical, and plumbing, and for problems that are brought to the attention of Landlord during that 30 days Landlord is responsible for the full cost of the repairs pursuant to paragraph 6.06 below.

#### **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, ventilating, air conditioning, electrical, and plumbing and other mechanical installations therein will be in working order on the at lease-Rent eCommencement Date.

#### ***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. ~~See paragraph 8.04 for Landlord's insurance obligation, and see paragraph 8.02 for a mutual indemnification.~~

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### Section 8.02. ~~**Mutual 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. Landlord hereby agrees to indemnify and hold Tenant harmless from any and all claims, damages, liabilities or expenses arising out of (a) Landlord's management of the Premises or the Premises, (b) and all claims arising from any breach or default in the performance of any obligation of Landlord, (c) any act, omission or negligence of Landlord, 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 the heating and air conditioning, electrical or plumbing systems or any of Tenant's equipment becoming out of repair, or due to the happening of any accident proven negligence of Tenant, 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, its agents or employees, and then only the extent not covered by insurance to be obtained by Tenant in accordance with Section 8.01 hereof. Original Language must be re-inserted – Landlord will not agree to delete or modify.~~

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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**

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~~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. [Note: this is still a concern because it is a complete release of each other for "any loss". It means that either party could do whatever horrible thing it wants to do to the other and won't be held liable for it. A release is what the injured party signs after he's been made whole with a settlement check not what he signs before he gets damaged. This paragraph contradicts the paragraphs below that address liability for default because this paragraph says that there is no liability for default.] Original language must be re-inserted. Landlord will not agree to delete or modify.~~

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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. ~~Landlord shall also maintain at its sole expense during the term hereof commercial general liability insurance with limits equal to or greater than those required of Tenant.~~

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**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~~ ~~Maximum~~ Rent shall ~~abate on a per diem basis in proportion to that portion of the Premises rendered untenable~~ be suspended until the Premises is repaired and is available for Tenant to move back in.

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~~ be suspended until the Premises is repaired and is available for Tenant to move back in.

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 of at least 60 days.

#### **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~~ Maximum 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 ~~that~~ 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. Landlord acknowledges that Tenant will sublease the property to Albemarle Regional Library, Inc., and Landlord approves the same. Except for the sublease to Albemarle Regional Library, Inc., 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.

~~A. 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.~~

B. 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.~~

C. 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**

~~Deleted.~~

~~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 mortgage 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-Maximum~~ Rent shall be equal to one hundred fifty percent (150%) of the Fixed ~~Minimum-Maximum~~ Rent for the immediately preceding Lease Year. Such increased Fixed ~~Minimum-Maximum~~ 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, ~~which must be at least \$100,000.~~ Landlord, as used herein, shall include any assignee or other successor of the original Landlord or its successors or assigns.

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***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. ~~Landlord agrees to maintain at least \$100,000 of equity in the property and agrees to provide proof of equity when the lease begins and on each anniversary of lease commencement.~~ 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.

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**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 either party~~ 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 such party~~ is diligently pursuing the completion of same) after ~~Tenant the non-defaulting party~~ has given ~~Landlord the defaulting party~~ written notice of such default (specifying such default with particularity) and demand of performance, ~~Tenant the non-defaulting party~~ may, but shall not be obligated to, remedy same and pursue an action against ~~Landlord the defaulting party~~ to recover its reasonable costs; however, it shall be the duty of ~~Tenant the non-defaulting party~~ in any event to use best efforts to mitigate ~~Landlord's its~~ damages. Unless and until ~~Landlord the defaulting party~~ fails to so cure any default after such notice, ~~Tenant the non-defaulting party~~ 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 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, ~~which interest must have an equity value of at least as much as is set out in paragraphs 15.05 and 15.13 above. In the event Landlord defaults and has not maintained the required amount of equity in the Shopping Center, Tenant is entitled to collect on any judgment that it gets against Landlord from the equity that Landlord has in its other assets.~~ 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 agrees that waives~~ any statutory lien it may have against Landlord or its assets, including without limitation, the Shopping Center, ~~shall not interfere with the lien of Landlord's lender.~~ The terms of this Section 15.13~~5~~ shall survive the expiration or earlier termination or this Lease.

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**Section 15.16. Confidentiality**

~~Expected by the date of the lease, the tenant shall be held liable for any and all costs incurred by the landlord in connection with the relocation of the tenant.~~

**Section 15.17. Relocation**

At any time after the Lease Term Commencement Date and continuing throughout the Lease Term, Landlord shall be entitled, at its sole expense, 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:

Bertie County

By: \_\_\_\_\_ (SEAL)  
John Trent, Chairman

By: \_\_\_\_\_ (SEAL)  
Sarah Tinkham, Clerk to the Board

\_\_\_\_\_ 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

(Official Seal)  
Printed name of Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**(Site Plan)**

**(to be attached)**

[\[the Landlord needs to attach this\]](#)

**EXHIBIT BC**  
**(Sign Criteria)**

(to be attached)

[the document says that Exhibit B is supposed to be "Landlord's Work" if any]  
[do we know what signage will be needed?]

**EXHIBIT BC**

**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. [Note: Landlord should not be allowed to change the rules at any time.]~~

EXHIBIT E

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:** May 15, 2017

**AGENDA ITEM:** D-4

**DEPARTMENT:** Governing Body

**SUBJECT:** Water project bid review for two DWSRF projects

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

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

**ATTACHMENTS:**

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



Scott , the referenced projects were advertised twice due to low bidder participation in the first round of bids. In the first round, Contract I and Contract II for both projects received one bid each. In the second bid opening both projects received two general contractor bids for Contract I and one electrical bid for Contract II. Therefore, according to the general statute the project meets the bid requirements.

The project was well advertised, but according to contractors we have spoken to that do work in that area of the state, most contractors are now over-scheduled and prices are continuing to increase.

We have spoken to David Giachini, Engineer, with the State Revolving Loan program and made him aware of the bid results. As a result of the bids yesterday, Green Engineering will request the following:

**DISTRICT IV** - Roxobel Merger (Original Estimate \$1,168,200)    \$263,527 (**OVER / DEFICIT**)

**DISTRICT II** - Water Loss (Original Estimate \$859,000)    \$55,942 (**UNDER / SURPLUS**)

We would need to increase the Roxobel project by \$263,527 in current loan  
We would need to decrease the Water Loss project by \$55,942

The net new debt of:    \$207,585 / 20 years ..... \$10,379

The state did allow meters for the Roxobel merger. These meters and transmitters will be purchase separate from the contract and paid for thru the project as equipment and materials. These cost are included in the (\$263,527) number above for District IV.

As I mentioned, since this is a SRF project the County will not be allowed to collect the sales tax from these two projects.

Attached herewith for your review and continued action are the Certified Bid Tabulations and Letters of Recommendation To Award based on the information stated and the results from the bids.

We would recommend that the State approved the awards to the Low Responsive Bidders contingent upon final approval from the State SRF office and the Local Government Commission, along with subsequent loan adjustments.

Please give us a call if you have any questions. I realize you want to get this on your board agenda for Monday, May 15, 2017,

with kind regards, Rod

Rodney M. Tart



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May 11, 2017

Bertie County  
106 Dundee Street, Second Floor  
Windsor, North Carolina 27983

Attention: Mr. Scott T. Sauer  
County Manager

SUBJECT: Recommendation of Award  
**Bertie County Water District II  
Water System Improvements  
Water Loss Reduction Project (WIF No. 1912)**  
Bertie County, North Carolina  
PN: 15-037.1

Dear Mr. Sauer:

Enclosed for your review is a copy of the Certified Bid Tabulation, dated May 11, 2017 for the above referenced Project. Please note that the Low Bidders for this Project are as follows:

Contract 1  
Temple Grading and Construction  
140 Willis Lane  
Bunnlevel, North Carolina 28323  
Bid Amount: \$373,050.00

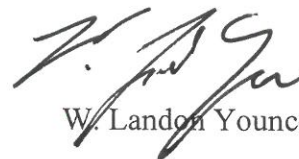
Contract 2  
Custom Controls Unlimited, Inc.  
2600 Garner Station Blvd.  
Raleigh, North Carolina 27603  
Bid Amount: \$473,434.00

Having worked with both of these contractors on the current Bertie County Water District III project as well as other projects in the past, Green Engineering recommends that the contracts be awarded, as reflected above.

Please be advised that our recommendation is contingent on the approval of both the N.C. Division of Water Infrastructure and the North Carolina Local Government Commission.

Should you have any questions regarding this information, please do not hesitate to contact this office.

Respectfully,



W. Landon Younce, P.E.

WLY

Enclosure

Scott,

This is to follow up on our conversation yesterday about the library lease. First of all, I made a few changes to the lease that I e-mailed you yesterday so use the one attached to this e-mail as the one you put in the agenda packet.

As you recall, Alysa Aarup, the director of property management of Rawls & Associates who manages the Windsor Square, LLC shopping center, gave us a proposed lease. I made suggested changes, the Landlord agreed with a few but didn't agree to others so we exchanged another set of drafts. This draft that she has attached is what she says is the Landlord's final offer. I am not satisfied with a couple of the sections. My comments on those and others of note are as follows:

- As you look at the lease, my changes are noted by red single strikethroughs and red underline additions. Hers are noted by red double strikethroughs and red underline additions. So you can tell whose strikethroughs are whose, but it's difficult to tell whether the additions are mine or hers. I will explain the ones that are the most important in these bullet points.
- Section 1.01. Basic lease provisions. The lease is \$2,500 per month for three years. The first month's rent is free. A deposit of \$2,500 is required.
- Section 2.06. Tenant's work. We got what we asked for on the glass removal. I am told that the County wants to be able to remove the glass windows that are in the partitions and that we don't want to have to store them somewhere. The original lease required the County to re-install the glass when the lease is over, but when the lease went from short term to longer term the Landlord took out the re-installation requirement.
- Section 2.08. Lease term; delay in possession. This section says that if the Landlord can't deliver possession of the premises until more than 6 months after the start date, then either party can get out of the lease. However, if the delay is less than 6 months, the County can't get out and the County has to pay rent during the delay. I added a sentence that said the County wouldn't have to pay rent during the delay but they took it out. I think that my suggestion was reasonable. There's a good chance that this won't be a problem anyway so I'm not so worried about this one.
- Section 3.03. Operating costs and taxes. The Landlord made a concession on this paragraph. The Landlord requires all of the other tenants in the shopping center to share in "operating costs", such as the cost of property insurance, snow removal, pest control, utilities and parking lot repair. It also required each tenant to pay a share of the property taxes. Since the County can't be required to pay property taxes, and since the Landlord ought to use the rent to take care of the operating costs, I struck through this entire paragraph. They agreed to that, which surprised me given their stubbornness on a couple of the provisions noted below.
- Section 6.03. Maintenance by tenant. Landlord is responsible for repairs to the structure, including the roof, foundation and exterior walls. I tried to get the County out of any responsibility to pay for repairs to the HVAC, electrical or water systems, but they insisted on having the County pay for that but capped it at \$1,000 per year, AND they are willing to allow the County to run all systems at maximum capacity for the first 30 days and if any of the systems fail or show a need of repair or replacement during those 30 days then Landlord will take care of it at its cost. I think that's a fair compromise.
- Section 8.02. Indemnification. It is common for a lease to require the tenant to indemnify the landlord. I was merely suggesting with my change to this section that the indemnification be mutual, so that if a visitor to the library were harmed by a negligent act or omission of the Landlord then Landlord would be required to step in and defend the County or library from any claim or lawsuit. My suggestion was just a mirror of what the Landlord required of the County. They don't want that. I have argued for it in person with Ms. Aarup and in my e-mails and drafts, and she says that the paragraph can't be changed. I really don't like this, but still, it's not as bad as my problem with Sections 8.03 and 15.05, 15.13 and 15.15 discussed below.
- Section 8.03. Mutual release. This is a complete mutual release. This is the type of language that you would see in a mutual general release that parties sign at the end of a lawsuit when they have settled it, not at the beginning of a lease. So if either the County or the Albemarle Regional Library or someone visiting the library suffers a loss or damage to property due to the negligence or fault of Landlord, the injured party can't recover anything from the Landlord. Even as strange as that provision is, they've made it mutual so that if the County or the library or someone visiting causes the Landlord to suffer a loss, the Landlord can't recover from the County. When I pointed out the absurdity of this paragraph to Ms. Aarup she just said it's the same lease that they've always used, and their lender won't let them make anything more than minor changes. She says, "Subway was fine with it", but we're not Subway. Subway's corporate attorney in whatever city probably didn't even read the lease, or didn't read it very closely. I don't like this paragraph and I don't recommend that the

County enter into any agreement that would have this paragraph in it. Ms. Aarup has made it clear that they won't change it.

- Section 8.04. Landlord's insurance. This paragraph is based on the assumption that Landlord has insurance on the building, but I just wanted to put in an affirmative requirement that Landlord have insurance. They struck it out. Practically speaking, we know that Landlord has insurance on the building so this is not that big of a deal.
- Section 9.01. Fire, explosion or other. They made a concession here by agreeing that the County's obligation to pay rent ceases completely if the premises are damaged by fire or other casualty. The original version required the County to pay 80% of the rent if 20% of the premises was destroyed by a fire. If 20% of the premises is destroyed by a fire then the library can't function, so it shouldn't have to pay any rent. So we got the change we wanted here.
- Section 10.03. Assignment. The Landlord consents up front to the County assigning its rights and obligations in the lease to the Albemarle Regional Library, Inc. They understand that the County is providing a location for the library to operate. I will prepare a written assignment between the County and the Library that makes it clear to the Library that it has to comply with the terms of the lease while it occupies the building, except for the lease payment obligation which the County will pay. Since Landlord is consenting to the assignment up front, it also allowed me to strike through a paragraph at the end of Section 10.03 that had all kinds of fees and costs for an assignment.
- Section 15.05. Landlord's liability; Section 15.13 Limitation of Landlord's liability; and Section 15.15 Default. In three separate sections, Landlord states that in the event it defaults on the lease, it's liability is limited to the amount of equity it has in the shopping center property. So if its loan is large and its equity is only, say \$10,000, then, no matter how badly it defaults or damages the County or the library, \$10,000 is the limit of what it has to pay for what it did. Or if Landlord has \$0 equity in the shopping center, then Landlord can do whatever it wants to the County or the library patrons and it doesn't have to pay a dime for what it did. I don't like that and I don't recommend that the County sign the agreement with this in there.

Ms. Aarup said that Landlord's lender won't allow anything but minor changes, but it allowed us to get out of paying any share of the operating expenses that all the other tenants have to pay, so I wonder how much the lender has to do with the decisions on the changes to this lease. As for the limit on liability, she said that one of the two principals in Windsor Square, LLC founded WIMCO, who built the high school. That's means that Windsor Square was started by a business person who knows what he or she is doing, but unless he or she signs as a guarantor of Landlord's obligations it really doesn't mean much in terms of this lease. She says that they rescued our post office twice and treated them well, and she said she keeps tenants happy at 8 other shopping centers and 30+ other rental units. That is assuring, and I pass her assurances on to you and the Commissioners to consider with whatever weight you and they see fit.

**Jonathan E. Huddleston**  
**Attorney At Law**  
**Pritchett & Burch, PLLC**  
**101 Lawyers Lane**  
**Post Office Drawer 100**  
**Windsor, North Carolina 27983**  
**Tel. 252.794.3161 ext 223**  
**Fax 252.794.2392**  
[www.windsorlaw.com](http://www.windsorlaw.com)

**BID TABULATION**

**PROJECT OWNER:** BERTIE COUNTY WATER DISTRICT II  
**PROJECT DESCRIPTION:** WATER SYSTEM IMPROVEMENTS  
 WATER LOSS REDUCTION - WIF #1912  
**BID OPENING DATE:** MAY 10, 2017 @ 2:00 P.M.  
**ENGINEER:** GREEN ENGINEERING, P.L.L.C

**PART 1A - ALTITUDE VALVES AND MASTER METER VAULT IMPROVEMENTS**

<u>Item</u>	<u>Description</u>	<u>Temple Grading &amp; Const.</u>	<u>AC Schultes of Carolina</u>
		<u>Total</u>	<u>Total</u>
1	LS Elevated Storage Tank 3: NC N. Colerain, NC	111,500.00	123,000.00
2	LS Elevated Storage Tank 5: 145 NC N. Colerain, NC	42,500.00	68,672.00
3	LS Elevated Storage Tank 6: 905 Sana Succi Rd., Windsor, NC	23,100.00	68,672.00
4	LS Master Meter Vault and Check Valve Assembly #1: Salmon Creek Rd, Merry Hill	7,200.00	9,750.00
5	LS Master Meter Vault and Check Valve Assembly #2: Scotch Hall Reserve Entrance & Sutton Rd., Merry Hill, NC	54,250.00	66,860.00
6	LS Master Meter Vault and Check Valve Assembly #3: 939 Quebee Rd., Colerain, NC	41,500.00	60,512.00
7	LS Master Meter Vault and Check Valve Assembly #4: NC Hwy 13/42, Colerain, NC	<u>39,500.00</u>	60,512.00
<b>TOTAL CONSTRUCTION - PART 1A</b>		<b>\$319,550.00</b>	<b>\$457,978.00</b>

**PART 1B - WELL HOUSE & BOOSTER STATION IMPROVEMENTS**

<u>Item</u>	<u>Description</u>	<u>Temple Grading &amp; Const.</u>	<u>AC Schultes of Carolina</u>
		<u>Total</u>	<u>Total</u>
1	LS Well #6: 535 NC Hwy 45 N, Merry Hill, NC	6,500.00	6,920.00
2	LS Well #7: 1224 Rock Rd., Merry Hill, NC	6,500.00	6,920.00
3	LS Well #10: 2347 NC Hwy 45 N., Colerain, NC	6,500.00	6,920.00
4	LS Booster Station #1: 1232 Bull Hill Rd., Windsor, NC	12,000.00	12,175.00
5	LS Booster Station #2: 734 Old Merry Hill Rd., Merry Hill, NC	11,000.00	7,850.00
6	LS Booster Station #3: 224 Cooper Hill Rd., Windsor, NC	<u>11,000.00</u>	<u>7,850.00</u>
<b>TOTAL CONSTRUCTION - PART 1B</b>		<b>\$53,500.00</b>	<b>\$48,635.00</b>
<b>TOTAL CONSTRUCTION - PARTS 1A AND 1B</b>		<b>\$373,050.00</b>	<b>\$506,613.00</b>

**CONTRACT 2A - ELECTRICAL IMPROVEMENTS AND SCADA CONTROL SYSTEM**

<u>Item</u>	<u>Description</u>	<u>Custom Controls</u>
		<u>Total</u>
1	LS Well #6: 535 NC Hwy 45 N., Merry Hill, NC	29,312.00
2	LS Well #7: Black Rock Rd., Merry Hill, NC	29,312.00
3	LS Well #10: 2347 NC Hwy 45 N., Colerain, NC	29,312.00
4	LS Tank 3: 145 NC Hwy 45 N. Colerain, NC	39,400.00
5	LS Tank #5: Hwy 45 N. Colerain, NC	39,400.00
6	LS Tank 6: 905 Sana Succi Rd., Windsor, NC	39,400.00
7	LS Tank 8: 224 Cooper Hill Rd., Windsor, NC	27,600.00
8	LS Booster Station #1: 1232 Bull Hill Rd., Windsor, NC	33,988.00
9	LS Booster Station #2: 734 Old Merry Hill Rd., Merry Hill, NC	33,988.00
10	LS Booster Station #3: 224224 Cooper Hill Rd., Windsor, NC	33,988.00
11	LS Master Meter Vault #1: Salmon Creek Rd., and Avoca Farm Rd.	21,645.00
12	LS Master Meter Vault #2: Sutton Rd. and Entrance to Scotch Hal	21,645.00
13	LS Master Meter Vault #3: 939 Quebee Rd., Colerain, NC	21,645.00
14	LS Master Meter Vault #4: Hwy 13/42 County Line	<u>21,645.00</u>
<b>TOTAL CONSTRUCTION - CONTRACT 2A</b>		<b>\$422,280.00</b>

**ALTERNATE NO. 1: BOOSTER STATION #1 STANDBY GENERATOR**

<u>Item</u>	<u>Description</u>	<u>Custom Controls</u>
		<u>Total</u>
1	LS Booster Station #1: 1232 Bull Hill Rd., Windsor, NC	<u>\$51,154.00</u>
<b>TOTAL CONSTRUCTION - CONTRACT 2 WITH ALTERNATE</b>		<b>\$473,434.00</b>

I, W. LANDON YOUNCE, P.E., HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECCT REPRESENTATION OF THE BIDS REEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
W. LANDON YOUNCE, P.E.



5-11-17  
NC Firm License No. P-0115

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May 11, 2017

Bertie County  
106 Dundee Street, Second Floor  
Windsor, North Carolina 27983Attention: Mr. Scott T. Sauer  
County ManagerSUBJECT: Recommendation of Award  
**Bertie County Water District IV  
Water System Improvements  
Merger with the Town of Roxobel (WIF No. 1897)**  
Bertie County, North Carolina  
PN: 15-077.1

Dear Mr. Sauer:

Enclosed for your review is a copy of the Certified Bid Tabulation, dated May 11, 2017 for the above referenced Project. Please note that the Low Bidders for this Project are as follows:

Contract 1  
Herring & Rivenbark, Inc.  
P.O. Box 3425  
Kinston, North Carolina 28502  
Bid Amount: \$933,335.00

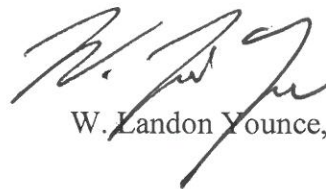
Contract 2  
Custom Controls Unlimited, Inc.  
2600 Garner Station Blvd.  
Raleigh, North Carolina 27603  
Bid Amount: \$487,924.00

Having worked with both of these contractors on the current Bertie County Water District III project as well as other projects in the past, Green Engineering recommends that the contracts be awarded, as reflected above.

Please be advised that our recommendation is contingent on the approval of both the N.C. Division of Water Infrastructure and the North Carolina Local Government Commission.

Should you have any questions regarding this information, please do not hesitate to contact this office.

Respectfully,



W. Landon Younce, P.E.

WLY

Enclosure

**BID TABULATION**

**PROJECT OWNER:** BERTIE COUNTY WATER DISTRICT IV  
**PROJECT DESCRIPTION:** WATER SYSTEM IMPROVEMENTS  
 MERGER WITH THE TOWN OF ROXOBEL  
 DRINKING WATER STATE REVOLVING FUND WIF - 1897  
**BID OPENING DATE:** MAY 10, 2017 @ 2:00 P.M.  
**ENGINEER:** GREEN ENGINEERING, P.L.L.C

**CONTRACT 1A - WATER MAINS, NEW SERVICES & METER REPLACEMENTS**

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Herring -Rivenbark</u>		<u>Temple Grading &amp; Const.</u>	
			<u>Unit Price</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	13,550.0	LF 6" Dia. PVC Water Main	11.40	154,470.00	13.25	179,537.50
2	60.0	LF 6" Dia. Ductile Iron Pipe	50.00	3,000.00	63.00	3,780.00
3	115.0	LF 6" DIP Dry Bore (Roadway)	55.00	6,325.00	83.00	9,545.00
4	225.0	LF 6" PVC Dry Bore (Concrete & Asphalt Drwy.)	45.00	10,125.00	51.00	11,475.00
5	900.0	LF 6" Dia. HDPE Directional Bore	46.00	41,400.00	60.00	54,000.00
6	14,850.0	LF Pipeline Clean-up, Seeding & Testing	0.90	13,365.00	2.75	40,837.50
7	11.0	EA 6" Gate Valve w/Box	1,300.00	14,300.00	1,200.00	13,200.00
8	2.0	EA Fire Hydrant	3,800.00	7,600.00	3,350.00	6,700.00
9	1,800.0	LBS Compact Fittings	9.00	16,200.00	15.50	27,900.00
10	9.0	EA 3/4" Water Service Reconnect	700.00	6,300.00	600.00	5,400.00
11	140.0	LF 3/4" Service Tubing (Open Cut)	3.00	420.00	17.00	2,380.00
12	50.0	LF 3/4" Service Tubing Encased in 1 1/2" SDR 21 PVC	7.00	350.00	47.00	2,350.00
13	65.0	TONS Stone Bedding	35.00	2,275.00	55.00	3,575.00
14	70.0	CY Select Backfill (In & Out)	25.00	1,750.00	73.00	5,110.00
15	535.0	LF Silt Fence	4.00	2,140.00	11.00	5,885.00
16	50.0	EA Silt Wattle Check Dam	90.00	4,500.00	67.00	3,350.00
17	230.0	SY Temporary Ditch Liner	5.00	1,150.00	6.00	1,380.00
18	115.0	TONS CABC Stone	40.00	4,600.00	70.00	8,050.00
19	75.0	SY Class I Rip Rap	60.00	4,500.00	85.00	6,375.00
20	118.0	EA 3/4" Water Meter Replacement Plasma-Cutting 1 3/4"	75.00	8,850.00	100.00	11,800.00
21	15.0	EA 3/4" Water Meter Replacement High Impact Copolymer	125.00	1,875.00	120.00	1,800.00
22	40.0	EA 3/4" Water Meter Replacement in Existing Plastic Meter Boxes	55.00	2,200.00	100.00	4,000.00
23	2.0	EA 1" Water Meter Replacement Including Plasma-Cut 1 3/4"	245.00	490.00	100.00	200.00
24	1.0	EA 2" Water Meter Replacement	150.00	<u>150.00</u>	500.00	<u>500.00</u>
<b>TOTAL CONSTRUCTION - PART 1A</b>				<b>\$308,335.00</b>		<b>\$409,130.00</b>

**PART IB - ALTITUDE VALVE AND WELL HOUSE IMPROVEMENTS**

<u>Item</u>	<u>Description</u>	<u>Herring -Rivenbark</u>	<u>Temple Grading &amp; Const.</u>
		<u>Total</u>	<u>Total</u>
1	LS Tank #2: 426 Morris Ford Rd., Colerain, NC	48,000.00	50,650.00
2	LS Tank #4: 632 Connaritsa Rd., Kelford, NC	85,000.00	120,000.00
3	LS Tank #7: 212 Early Station Rd., Ahoskie, NC	48,000.00	51,000.00
4	LS Well House #3: 418 Exter Rd., Colerain, NC	6,500.00	4,500.00
5	LS Well House #4: 829 NC 42 Hwy., Colerain, NC	6,500.00	4,500.00
6	LS Well House #8: 632 Connarista Rd., Kelford, NC	6,500.00	4,500.00
7	LS Well House #9: 924 Connarista Rd., Aulander, NC	6,500.00	4,500.00
8	LS Well House #11: 203 New Rd., Colerain, NC	8,000.00	4,500.00
9	LS Well House #12: 1946 Wakelon Rd., Calerain, NC	8,000.00	4,500.00
10	LS Well House #13: 212 Early Station Rd., Ahoskie, NC	8,000.00	4,500.00
11	LS Well House #14: 813 Francis Mill Rd., Aulander, NC	<u>8,000.00</u>	<u>4,500.00</u>
<b>TOTAL CONSTRUCTION - PART IB</b>		<b>\$239,000.00</b>	<b>\$257,650.00</b>

**PART IC - PRV STATIONS**

<u>Item</u>	<u>Description</u>	<u>Herring -Rivenbark</u>	<u>Temple Grading &amp; Const.</u>
		<u>Total</u>	<u>Total</u>
		<u>Cost</u>	<u>Cost</u>
1	LS PRV Station No. 1: Moore Rd., Kelford, NC	27,000.00	33,000.00
2	LS PRV Station No. 2: NC 308, Kelford, NC	<u>34,000.00</u>	<u>37,500.00</u>
<b>TOTAL CONSTRUCTION - PART IC</b>		<b>\$61,000.00</b>	<b>\$70,500.00</b>

**PART ID - 100 GPM DUPLEX BOOSTER PUMPING STATION**

<u>Item</u>	<u>Description</u>	<u>Herring -Rivenbark</u>	<u>Temple Grading &amp; Const.</u>
		<u>Total</u>	<u>Total</u>
		<u>Cost</u>	<u>Cost</u>
1	LS Booster Station #4: 710 Harrells Siding Rd., Kelford, NC	<u>325,000.00</u>	<u>331,500.00</u>
<b>TOTAL CONSTRUCTION - PART ID</b>		<b>\$325,000.00</b>	<b>\$331,500.00</b>
<b>TOTAL CONSTRUCTION - PARTS 1A - 1D</b>		<b>\$933,335.00</b>	<b>\$1,068,780.00</b>

**PART 2A - SCADA CONTROL SYSTEM**

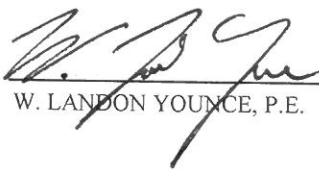
<u>Item</u>	<u>Description</u>	<u>Custom Controls Unlimited</u> <u>Total</u>
1	LS Well House #3: 418 Exter Rd., Colerain, NC	29,312.00
2	LS Well House #4: 829 NC 42 Hwy., Colerain, NC	29,312.00
3	LS Well House #8: 632 Connarista Rd., Kelford, NC	29,312.00
4	LS Well House #9: 924 Connarista Rd., Aulander, NC	29,312.00
5	LS Well House #11: 203 New Rd., Colerain, NC	29,312.00
6	LS Well House #12: 1946 Wakelon Rd., Calerain, NC	29,312.00
7	LS Well House #13: 212 Early Station Rd., Ahoskie, NC	29,312.00
8	LS Well House #14: 813 Francis Mill Rd., Aulander, NC	29,312.00
9	LS Elevated Water Tank #2: 326 Morris Ford Rd., Ahoskie, NC	39,400.00
10	LS Elevated Water Tank #4: 632 Connarista Rd., Kelford, NC	39,400.00
11	LS Elevated Water Tank #7: 212 Early Station Rd., Ahoskie, NC	39,400.00
12	LS Elevated Water Tank #9: Church St., Roxobel, NC	27,600.00
13	LS Booster Station #4: 710 Harrells Siding Rd., Kelford, NC	<u>64,088.00</u>
<b>TOTAL CONSTRUCTION - PART 2A</b>		<b>\$444,384.00</b>

**PART 2B - ELECTRICAL IMPROVEMENTS**

<u>Item</u>	<u>Description</u>	<u>Custom Controls Unlimited</u> <u>Total</u>
1	LS Booster Station #4: 710 Harrells Siding Rd., Kelford, NC	<u>43,540.00</u>
<b>TOTAL CONSTRUCTION - PART 2B</b>		<b>\$43,540.00</b>

**TOTAL CONSTRUCTION - PARTS 2A - 2B** **\$487,924.00**

I, W. LANDON YOUNCE, P.E., HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
W. LANDON YOUNCE, P.E.



5-11-17  
NC Firm License No. P-0115



# Bertie County

Board of Commissioners

## ITEM ABSTRACT

**MEETING DATE:** May 15, 2017

**AGENDA ITEM:** D-5

**DEPARTMENT:** Governing Body

**SUBJECT:** Amended Contract – Bill Forbes – foreclosure & surplus property auction

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** Discussion requested.

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

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---

## Contract For Auctioneer and Consultation Services for Tax Foreclosure Auctions

### **Seller/Beneficiary:**

Bertie County, NC  
PO Box 530  
Windsor, NC 27983  
Phone: 252-794-5300

### **Auctioneer/Consultant**

William R. Forbes, Jr.  
PO Box 10  
Creswell, NC 27928  
Phone: 252-394-6666

This agreement entered into this the \_\_\_\_ day of May, 2017 between **Bertie County** as Seller and **William R. Forbes, Jr.**, as consultant/auctioneer to Bertie County, its employees and agents, in the matter of the tax foreclosure of the **property owned by Zero Investments, LLC located at 211 US 13 Bypass in Windsor (PIN 6802-36-1352); property owned by Esther Golden aka Esther Harrell Golden Harper located at 354 Woodard Road, Windsor (PIN 6810-18-3540), 356 Woodard Road, Windsor (PIN 6810-18-3486) and 358 Woodard Road, Windsor (PIN 6810-18-4402); and property owned by Bertie County located at 310 S. Commerce Street and Pearl Street, Aulander (PIN 5950-66-6424)** (hereinafter “the Property”).

#### A. Consultant/Auctioneer Duties and Responsibilities:

1. To assist County employees and the County attorney in preparing advertising for the sale of the Property at public auction, which auction has been authorized by the Court. The expenses of advertising will be billed directly to and paid by the County.
2. To conduct the live auction of the Property and provide the following services in that process:
  - a). Register the bidders at the auction.
  - b). Keep a record of the highest bids and the high bidder of each parcel and/or combination of parcels (in the event any parcels are added to this agreement).
  - c). Provide to the Commissioner, who is appointed by the Court to conduct the sale (who is also the County attorney), the documentation that includes the highest bid and the high bidder on each parcel and/or combination of parcels.

#### B. Bertie County Duties and Responsibilities:

1. To provide at its sole expense the cost of signs, direct mail, newspaper and internet advertising that are approved by the Tax Administrator and/or County attorney.

Total minimum sign budget (plus shipping) = \$100.00

The Tax Administrator and auctioneer are considering a new banner to be placed on the property facing Hwy 17/13, but that will be at the discretion of the Tax Administrator.

2. To place a link on the main County web page so that those interested in the sale can get quick and easy access to the sale information.
3. To provide security through the Bertie County Sheriff Department should Commissioner/Attorney or auctioneer deem it necessary at the auction site.
4. INDEMNIFICATION BY SELLER: SELLER AGREES TO DEFEND, INDEMNIFY, AND HOLD AUCTIONEER HARMLESS FROM ANY ACTION, CIVIL OR CRIMINAL, DERIVING FROM THE SALE OF THE ITEMS SUBJECT OF THIS AGREEMENT INCLUDING CLAIMS CONCERNING HAZARDOUS WASTE, EXCEPT SUCH ACTIONS RESULTING FROM AUCTIONEER'S WILLFUL ACTS, INCOMPETENCE OR NEGLIGENCE. SELLER FURTHER AGREES THAT ALL EXPENSES INCLUDING ATTORNEYS AND OTHER LEGAL AND INVESTIGATIVE FEES INCURRED BY AUCTIONEER ARISING FROM ANY ACTION CONCERNING THIS CONTRACT, OTHER THAN THOSE ARISING FROM AUCTIONEER'S WILLFUL ACTS, INCOMPETENCE OR NEGLIGENCE, SHALL BE BORNE BY AND REIMBURSED FROM SELLER. THE PROPERTY IS BEING SOLD IN ITS "AS IS" "WHERE IS" CONDITION AND NO WARRANTIES ARE MADE AS TO THE CONDITION OF THE PROPERTY, ENVIRONMENTAL OR OTHERWISE, THE ADEQUACY OR ACCURACY OF THE LEGAL DESCRIPTION OF THE PROPERTY, OR THE TITLE TO THE PROPERTY. THE VENUE FOR ANY AND ALL PROCEEDINGS ARISING FOR THE RESOLUTION OF DISPUTES AND DISAGREEMENTS BETWEEN AUCTIONEER AND SELLER SHALL BE BERTIE COUNTY, NORTH CAROLINA.

Bertie County, NC and William R. Forbes, Jr. agree that payment for the services described in this agreement shall be **Five Percent (5%) of the highest bid received on any and every property** included in this agreement with a **minimum amount** to be paid in performance of consultant/auctioneer's duties listed in this agreement to be **Five Hundred Dollars (\$500.00)**.

Both parties agree that if any portion of this agreement is declared void or unenforceable for any reason then each and every remaining portion shall remain in full force and effect. In all matters of jurisdiction and applicability of laws, the parties agree that the jurisdiction for any action related to this agreement is North Carolina, and the parties agree that this written agreement represents the culmination of their agreements and supersedes any verbal agreements or representations made by or to either of the parties by the other or any agent of them.

It is understood that the auction will be conducted at the Bertie Courthouse, Windsor, North Carolina within three months of the date of this agreement, and it will be on a Tuesday, Wednesday or a Thursday at a time between 10:30 a.m. and noon.

I have read and understand and hereby acknowledge receipt of a copy of this Contract for Auctioneer/Consultation Agreement.

Signed this the day and year first above written.

Bertie County, NC

By: \_\_\_\_\_(SEAL)  
John Trent  
Chairman of the Board of County  
Commissioners

\_\_\_\_\_ (SEAL)  
William R. Forbes, Jr.

Attested:

By: \_\_\_\_\_(SEAL)  
Sarah Tinkham  
Clerk to the Board of County  
Commissioners



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## **RESOLUTION AUTHORIZING PUBLIC AUCTION OF REAL PROPERTY**

Whereas, Bertie County acquired title to the below described tract or parcel of land by virtue of purchase by the County at tax foreclosure sales pursuant to N.C.G.S. 105-376;

Whereas, the County desires to sell this tract or parcel of land through public auction pursuant to N.C.G.S. 105-376 (c) and 160A-270(a);

NOW, THEREFORE, the Board of Commissioners of Bertie County hereby resolves as follows:

1. The County Commissioners authorize the sale by public auction of the property located at 310 S. Commerce Street and Pearl Street, Aulander, NC, PIN #5950-66-6424 and further described in Deed Book 363, at page 268 in the Bertie County, NC Public Registry.

2. The sale shall take place on the 28<sup>th</sup> day of June, 2017, at 12:00 NOON at the courthouse door located on 108 Dundee Street, in Bertie County, Windsor, North Carolina.

3. Notice of this sale shall be published at least once, and not less than 30 days before the sale in the Bertie Ledger Advance. Said notice shall specify the terms of sale, the time, date and place of sale, and shall contain a description of the property to be sold.

4. Following publication of the notice of sale, Bill Forbes, auctioneer, or his designee shall conduct the sale at the designated time and place, pursuant to the terms and conditions set out in the attached Schedule A. After the conclusion of the sale, the

results shall be reported to the Commissioners at their next regularly scheduled meeting, and the Commissioners shall accept or reject the bid within 30 days of said report.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by unanimous vote of the Bertie County Board of Commissioners at its regular meeting.

ATTEST:

BERTIE COUNTY

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

\_\_\_\_\_  
John Trent  
Chairman  
Bertie County Board of Commissioners

## Exhibit A

### **Terms and Conditions - Real Estate Auction – June 28, 2017 @ 12:00 NOON Bertie County, NC Surplus Real Estate - at the courthouse door located on 108 Dundee Street, in Bertie County, Windsor, NC.**

1. Auctioneers are **AGENTS OF THE SELLERS** in this transaction and Buyers are hereby cautioned to thoroughly read the agency disclosure statement located within this "Bidder's Package." Buyer will also be required to sign the agency disclosure statement.
2. Property is being offered "as is, where is" with no warranties as to condition or purpose of use.
3. There will be a 10% "Buyer's Premium" added to the high bid, and the total amount of the high bid and the "Buyer's Premium" will be the **CONTRACT PURCHASE PRICE**. The high bidder will be required to sign the Offer to Purchase and Contract according to these terms and conditions and displayed elsewhere in this "Bidder Package." In addition, buyer must make an earnest money deposit of **TWENTY PERCENT OF THE CONTRACT PURCHASE PRICE, or \$300.00, whichever is greater**, on the day of the auction either by cash or good check. The balance of the purchase price must be paid either in cash or certified funds at the delivery of the deed, which is to be no later than 5:00 o'clock P. M on the 7<sup>th</sup> day of July in the year 2017. **EXCEPT, ON THOSE PROPERTIES ON WHICH THE HIGHEST BID IS \$300.00, OR LESS, BUYER WILL PAY ALL COSTS OF PURCHASING THE PROPERTY, INCLUDING DEED PREPARATION, REVENUE STAMPS, BUYER'S PREMIUM, AND RECORDING FEES. IN THIS CASE THE OFFICIAL CLOSING WILL BE ON JULY 19, 2017 TO ALLOW FOR BUYER'S CHECKS TO CLEAR THE BANK.**
4. The earnest money deposit is to be made to United Country Forbes Realty & Auctions, LLC and held in an **NON-INTEREST BEARING ACCOUNT** until closing, or dispersed, as provided by the purchase contract.
5. If Buyer fails to perform as specified in the offer to purchase contract by **July 19, 2017**, the earnest money deposit will be forfeited to the SELLER and Auctioneer as liquidated damages with no further notice or signatures of release required by Buyer(s). Such forfeiture does not affect any other remedies available to Seller and/or Auctioneer for such breach of contract, including specific performance.
6. A. Pritchett and Burch, LLC will prepare a QUITCLAIM DEED at the Buyer's Expense.

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Page 1 of 4

- B. The Buyer is responsible for any 2017 county or town property taxes that may be assessed.
  - C. In addition to the CONTRACT PURCHASE PRICE as stated in paragraph 2 on page 2 of the Contract to Purchase Real Property Sold at Public Auction, BUYER shall pay for the Deed Preparation to be performed by the law firm of Pritchett & Burch, PLLC in the amount of \$225.00 for a deed of one tract and \$25.00 for each additional tract included in the same deed. In the event that Buyer wants to assign his or her bid to another person or entity, Buyer will pay \$75.00 to Pritchett & Burch, PLLC for the cost of preparing an Assignment of Bid.
  - D. The Deed Preparation described above does not include a title search, a title opinion, or title insurance. Should Buyer desire any or all of these items, Buyer shall hire an attorney of his choosing to perform these services at his/her/its expense.
  - E. In addition to the Contract Purchase Price and the Deed Preparation, Buyer shall pay recording fees in the amount of \$26.00 for the first 15 pages of the deed and \$4.00 per page thereafter.
  - F. In addition, Buyer shall pay for the revenue stamps at the rate of \$1.00 per each \$500.00 or any part thereof of the Contract Purchase Price of each parcel purchased.
  - G. The fees and costs described in this paragraph will be in addition to the high bid and the "Buyer's Premium" and will be due as part of the balance due from BUYER at closing.
7. Sellers and Auctioneer make no representation as to the ownership of any mobile or manufactured home(s) on any of the properties that are the subject of this agreement.
  8. The Offer To Purchase Contract and its terms will prevail as to the terms of the agreement between buyer and seller.
  9. Auctioneer reserves the right to offer these parcels as individual parcels; and as any variation of combinations of parcels, recombination of parcels, un-combination of parcels or any method by which auctioneer deems advantageous to the SELLER.

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Page 2 of 4

10. The subject real property is sold for cash, not contingent on financing. Buyers should be sure of his/her/their ability to obtain a loan on the property if a loan is necessary for Buyers to complete the purchase. In the event the buyers are unable to obtain a loan and do not close the transaction, Buyers will forfeit any and all earnest money deposits to Sellers and Auctioneer as liquidated damages. Forfeiture of earnest money deposits does not release Buyers from any other legal remedies due Sellers and Auctioneer, including specific performance.
11. This property is available to all qualified buyers, including auctioneer, and/or employees of auctioneer, without regard to their race, sex, religion, national origin, handicap or familial status.
12. No Bidder on the real estate may be declared the high bidder unless he/she is properly registered to bid on the real estate and sign the proper forms for bidder registration.
13. All inspection periods, **INCLUDING, BUT NOT LIMITED TO, Lead Based Paint and OTHER ENVIRONMENTAL ASSESSMENTS, including oil, gas and other mineral rights**, shall be **PRIOR TO THE AUCTION** and no inspection conducted after the auction and after the signing of the Purchase Contract shall be grounds for not performing as specified in the purchase contract.
14. Buyers are solely responsible to conduct any inspections of the properties in this auction prior to bidding on any properties in this auction.
15. **Special Additional Terms And Conditions For Purchasing Bertie County, NC Land In Parcels At Public Auction.**
  - A. The Buyer shall be responsible for the removal of any unauthorized person or persons living in or on any properties being sold and the Seller assumes no responsibility or liability whatsoever for the removal of said person or persons.
  - B. All parcels will be offered at public auction by the “Open Forum – Round Robin” method of bidding. Open Forum means that the bidding will not be closed on any parcel until the bidding is closed on all parcels at one time. The Round Robin method means that all parcels will be subject to the current high bid being raised by any registered bidder at any time in any round of bidding **as a single parcel only. EXCEPT: AT THE AUCTIONEER’S SOLE DISCRETION, auctioneer may announce the closing of the bidding on any parcel that the bid has been raised at least three times after the initial round of bidding. Auctioneer shall announce such closing prior to the bid on the parcel being raised the third time.**

Buyer’s Initials \_\_\_\_\_

Buyer’s Initials \_\_\_\_\_ Page 3 of 4

16. By bidding at this auction, Buyer acknowledges that he/she has received a copy of these Terms and Conditions and that he/she has had the opportunity to read and understand them and agrees to abide by them at this auction.

17. After the auction sale, the high bids will be reported to the Bertie County Board of Commissioners, and the Board will accept or reject the bids within 30 days thereafter. If a bid is rejected, the Board may readvertise the property for sale.

**IN TESTIMONY WHEREOF**, the below named parties acknowledge that he/she/they have read the above forgoing **Terms and Conditions** of this auction contained herein, and hereby agree to all of the above, and further acknowledge receipt of a copy of these Terms and Conditions.

\_\_\_\_\_  
(Bidder-Buyer) Printed Name

\_\_\_\_\_  
(Bidder-Buyer) Printed Name

\_\_\_\_\_  
(Bidder-Buyer) Signature

\_\_\_\_\_  
(Bidder-Buyer) Signature