

# Bertie County Board of Commissioners



November 4, 2019  
**6:00 PM**

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

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**November 4, 2019**  
**Meeting Agenda**

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

**6:00** Call to Order and Welcome by Chairman Trent, Windsor Community Building, Windsor

Invocation and Pledge of Allegiance by Commissioner Wesson

Public Comments (3-minute time limit per speaker)

**(A)**

**\*\*\* REPORTS AND APPOINTMENTS \*\*\***

- (1) Oath of Office for Interim County Manager Juan Vaughan, II administered by the Honorable Cy Grant, Superior Court Judge
- (2) Library & Cooperative Extension construction project update MHAworks Project Architects Ms. Dani Hoff and Ms. Amber Idol —and presentation of Change Order Number One.
- (3) Emergency Services Update from Mitch Cooper—to review EMS and Non-Emergency Transport services as the County enters year seven for this program.

**Board Appointments (B)**

1. Jury Commission

**Consent Agenda (C)**

1. Approve Minutes for Work Session 10-7-19
2. Approve Minutes for Regular Session 10-7-19
3. Approve Minutes for Closed Session 10-7-19
4. Approve Minutes for Joint Meeting 10-14-19
5. Register of Deeds Fees Report – October 2019
6. Budget Amendments
7. Tax Release Journal – September 2019
8. Property acquisition and transfer related to Cashie Golf & Country Club, Town of Windsor and Martin Community for the establishment of a regional firefighter training center
9. Approval of request for Request for Library & Cooperative Extension Project Modification – Extension Request for Golden LEAF

Foundation original grant agreement deadline (June 30, 2020) to realign construction schedule completion (September 30, 2020) with the funding agreement.

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

**Discussion Agenda (D)**

1. Final review and approval of 2020 meeting schedule for the Board of Commissioners
2. Review proposed lease of Wayland tract (former DSS and Health Department) by Cross Coalition LTD., doing business as Carolina Rebuilding Ministry, a North Carolina non-profit corporation
3. Discuss dates for Special Election to Consider an Additional One-Quarter Cent County Sales and Use Tax for the purpose of providing sustainable revenue for school employee supplemental pay increases
4. Review and approval of contract services agreement for special projects and consultation with Scott T. Sauer

**Commissioners' Reports (E)**

**Junior Commissioner Report (F)**

Mr. Qudre Joyner

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

Introduction of new Human Resources & Risk Management Director

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

Status of notification to property owners for Road Safety & Maintenance Ordinance violations

**Public Comments Continued**

**Closed Session, if needed**

**ADJOURN**



# **Bertie County**

## **Board of Commissioners**

### **ITEM ABSTRACT**

**MEETING DATE:** November 4, 2019

**SECTION:** Appointments & Reports (A-1 to A-3)

**DEPARTMENT:** Governing Body

**TOPICS:**

- (1) Oath of Office for Interim County Manager Juan Vaughan, II by the Honorable Cy Grant
- (2) Library & Cooperative Extension construction project update by Mr. Albi McLawhorn of MHAworks—and presentation of Change Order Number One. – **Please see attachment(s).**
- (3) Emergency Services Update from Mitch Cooper—to review EMS and Non-Emergency Transport services as the County enters year seven for this program.

**COUNTY MANAGER RECOMMENDATION OR COMMENTS:** --

**SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):** --

**ATTACHMENTS:** Yes

**LEGAL REVIEW PENDING:** N/A

**ITEM HISTORY:** ---



A-2

# DRAFT AIA<sup>®</sup> Document G701<sup>™</sup> - 2001

## Change Order

<b>PROJECT (Name and address):</b> Bertie County Library & Cooperative Extension Project NC-17 & Lancaster Avenue Windsor, NC 27983	<b>CHANGE ORDER NUMBER:</b> 001  <b>DATE:</b> October 25, 2015	<b>OWNER:</b> <input type="checkbox"/>  <b>ARCHITECT:</b> <input type="checkbox"/>  <b>CONTRACTOR:</b> <input type="checkbox"/>  <b>FIELD:</b> <input type="checkbox"/>  <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> A. R. Chesson Construction Co., Inc. 315 W. Main Street Williamston, North Carolina 27892	<b>ARCHITECT'S PROJECT NUMBER:</b> 17154  <b>CONTRACT DATE:</b> August 5, 2019  <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

- (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*
- 1) PCO #002 - RFP #003 - Install plumbing as shown on drawing P1.1 per ASI #001. - ADD \$0.00
  - 2) PCO #003r - RFP #002 - Mezzanine Alternate incorporated into project - ADD \$ 31,898.00.

The original Contract Sum was	\$ 3,688,099.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,688,099.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 31,898.00
The new Contract Sum including this Change Order will be	\$ 3,719,997.00

The Contract Time will be increased by Twenty Two ( 22 ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is Tuesday, October 20, 2020

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

MHAworks, PA ARCHITECT (Firm name)	A. R. Chesson Construction Co., Inc. CONTRACTOR (Firm name)	Bertie County, NC OWNER (Firm name)
409 Evans Street, Suite C Greenville, NC 27858 ADDRESS	315 W. Main Street Williamston, NC 27892 ADDRESS	106 Dundee Street Windsor, NC 27983 ADDRESS
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ (Typed name)	_____ (Typed name)	_____ (Typed name)
_____ DATE	_____ DATE	_____ DATE



# **Bertie County**

**Board of Commissioners**

## **ITEM ABSTRACT**

**MEETING DATE:** November 4, 2019

**SECTION:** Board Appointments

**DEPARTMENT:** Governing Body

**TOPICS:**

1. Jury Commission – Vernon Lee - **Please see attachment(s)**

**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 Carolina  
General Court of Justice*

**CLERK OF SUPERIOR COURT**

**BERTIE COUNTY**  
PO BOX 370  
WINDSOR, NC 27983  
(252) 794-6800

VASTI F. JAMES, CLERK  
EX OFFICIO JUDGE OF PROBATE

CY A. GRANT  
RESIDENT JUDGE

October 16, 2019

Scott Sauer  
County Manager  
Bertie County  
Windsor, NC 27983

Re: Jury Commission

Dear Scott:

It is time to again appoint members of the Bertie County Jury Commission. North Carolina General Statute 9-1 calls for one member to be appointed by the County Commissioners. Vernon Lee has been the appointee of the Bertie County Commissioners for Biennium 2018-2019. I recommend his reappointment by the County Commissioners.

Please bring this matter to the Commissioners' attention as soon as possible, as I would like to begin preparing the jury list for 2020-2021 the first of November.

With best regards, I am

Sincerely,

Vasti F. James  
Clerk of Superior Court  
Bertie County, North Carolina



C-1



**Windsor, North Carolina  
October 7, 2019  
WORK SESSION**

The Bertie County Board of Commissioners

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

Absent: None

Staff Present: County Manager Scott Sauer  
Assistant County Manager Juan Vaughan, II  
Assistant County Attorney Jonathan Huddleston  
Finance Director William Roberson  
Economic Development Director Steve Biggs

There were no media members present.

**CALLED TO ORDER**

Chairman Trent called the meeting to order.

**WORK SESSION**

**Presentation by Open Door Church for Proposed Acquisition of 4.75-acre Wayland Street Property**

Reverend Jay Rivenbark formally introduced himself as Pastor of Open Door Church, which currently utilizes a building on the campus of the old Bertie High School for church services. He has lived in Bertie County for 6.5 years and has been Pastor of Open Door Church for 5 years with a congregation of approximately 125 members. This church is a part of a larger church in Edenton that is very community driven, hosting monthly food and clothing give-a-ways and providing

donations for efforts to stop human trafficking through proceeds from the church-owned coffee shop in Hertford, NC. Rev. Rivenbark expressed his interest in the entire 4.75 acres on Wayland Street that appraises for approximately \$150,000.00. He expressed the church's interest in building a modern church facility for a minimum of 300 people with open ball fields and a playground. He stated that the church is not interested in keeping the buildings that currently exist on the property and demolition for these buildings would cost approximately \$98,000.00. Rev. Rivenbark presented an offer for the 4.75-acre property as is for \$50,000.00.

Chairman Trent thanked Rev. Rivenbark for his presence and interest in the property. He also informed Rev. Rivenbark that there are others interested in acquiring this property and the Board of Commissioners would be listening to those parties as well.

### **Closed Session - N.C.G.S. § 143-318.11(a)(4)**

Chairman Trent called for a **MOTION** for the Board to go into Closed Session. Commissioner Wesson made a **MOTION** to go into Closed Session. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Chairmen Trent called for a **MOTION** for the Board to end Closed Session. Vice Chairman Atkins made a **MOTION** to end Closed Session. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Presentation by Carolina Rebuilders Ministry for Proposed Long-Term Lease of former DSS/Health Department Facilities on Wayland Street**

Jay Clark, Andy Edge, and David Peele came before the Board to express interest in the former DSS and Health Department Facilities on behalf of Carolina Rebuilders Ministry. David Peele and Jay Clark, Executive Director of Carolina Rebuilders Ministry, addressed the Board and explained Carolina Rebuilders Ministry is not disaster relief; loosely affiliated with the United Methodist Church, it is a strategic intentional rebuilding ministry with a 501(c)(3) that has received a 3-year \$1.1 million Duke Endowment Grant to repair homes of low-income families. The motto of this ministry is "Repairing Homes, Sharing Hope" and one of its goals is to help poor people in Bertie County. The criteria for receiving home repairs includes home ownership, low income, and federal poverty rate based on HUD computations (i.e. annual income of \$28,000 for a family of four). Home repairs are made by teams of out-of-town people who volunteer usually during the warm months of the year. Carolina Rebuilders Ministry is interested in leasing and renovating the former DSS building to include rooms for lodging and kitchen and dining areas for volunteers to reside when making repairs. This building will be available for Bertie County to use during times of disaster. The former Health Department building would be renovated in a second phase to provide an office space for this ministry. Carolina Rebuilders Ministry is interested in a lease that

states upon disbandment of the ministry, the said properties would go back to the County including all upgrades.

Commissioner Wesson made a **MOTION** for Carolina Rebuilders Ministry to construct a lease for consideration by the Bertie County Board of Commissioners. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

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John Trent, Chairman

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Juan Vaughan, II, Assistant County Manager



C-2

**Windsor, North Carolina  
October 7, 2019  
REGULAR SESSION**

The Bertie County Board of Commissioners convened their regular meeting today inside the Windsor Community Building, 201 South Queen Street, Windsor, NC. The following members were present or absent:

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

Absent: None

Staff Present: County Manager Scott Sauer  
Assistant County Manager Juan Vaughan, II  
County Attorney Lloyd Smith  
Finance Director William Roberson  
Planning Director Traci White  
Economic Development Director Steve Biggs  
Emergency Services Director Mitch Cooper

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

**CALLED TO ORDER**

Chairman Trent called the meeting to order.

**PLEDGE OF ALLEGIANCE/INVOCATION**

Commissioner Lee gave the Invocation and led the Pledge of Allegiance.

## **PUBLIC COMMENTS**

Dr. Otis Smallwood, Superintendent of Bertie County Schools, thanked the Board for supporting the public school system. He believes the financial support provided will help with the retention of good schoolteachers and school staff.

## **APPOINTMENTS and Reports**

### **(1) VIDANT Bertie Hospital Update by President Brian Harvill**

President Brian Harvill stated that as a result of constantly evaluating ways to provide better services, an EastCare helicopter will be stationed at Vidant Bertie Hospital. He confirmed that the ground crew would continue to operate and the helicopter would be soon be available at Vidant Bertie Hospital.

### **(2) Presentation of 2020 Revaluation Schedule of Values for Approval by Tax Administrator Jodie Rhea**

The public hearing for the 2020 Revaluation of Schedule of Values was held on Monday, September 30<sup>th</sup> and no concerns were brought forth.

Commissioner Bazemore made a **MOTION** approve the 2020 Revaluation Schedule of Values. Commissioner Lee **SECONDED** the motion. The motion **PASSED** unanimously.

### **(3) Sheriff's Update on School Security Initiative**

Sheriff John Holley and Chief Deputy Kenny Perry explained to the board that lockboxes have been installed on the campuses of our public schools. These lockboxes contain a master key that law enforcement officers can access during lockdowns or events of emergency, such as active shooter events. Lockboxes have also be installed at the Clerk's Office and Register of Deeds departments.

### **(4) Presentation of Impassable Roads by Emergency Management Director Mitch Cooper and Chief Deputy Kenny Perry**

Based on the definition of "impassable roads" as defined by the Safety Road & Maintenance Ordinance, 28 roads have been assessed and the following roads have been deemed impassable: Ted Cherry Lane, Nancy Boulevard, Tina Lane and David Drive. Letters have been written to the property owners requesting that said roads are brought into compliance with the County

ordinance. All questions regarding compliance of roads with the ordinance should be directed to the department of Emergency Management.

**(5) Republic Services' Proposed One-Year Extension for Landfill Host Agreement by County Attorney Lloyd Smith**

Commissioner Lee made a **MOTION** to approve the Fifth Amendment to Amended and Restated Agreement for Development, Use and Operation of New Landfill and Recycling Facility. Vice-Chairman Atkins **SECONDED** the motion. The motion **PASSED** unanimously.

**BOARD APPOINTMENTS**

**Department of Social Services Board**

Commissioner Bazemore made a **MOTION** to appoint Dr. John Hill to the Department of Social Services Board. Chairman Wesson **SECONDED** the motion. The motion **PASSED** unanimously.

**Region Q Workforce Development Board**

Commissioner Trent made a **MOTION** to appoint Dr. Otis Smallwood and Mike Dail to the Region Q Workforce Development Board. Chairman Wesson **SECONDED** the motion. The motion **PASSED** unanimously.

**CONSENT AGENDA**

1. Approve Minutes for Work Session 8-27-19, 9-3-19
2. Approve Minutes for Regular Session 9-3-19
3. Approve Minutes for Closed Session 9-3-19
4. Approve Minutes for Emergency Session 9-3-19
5. Approve Minutes for Planning Session 9-16-19
6. Approve Minutes for Public Hearing 9-30-19
7. Register of Deeds Fees Report September 2019
8. Budget Amendments

9. Tax Release Journal August 2019
10. ABC Funds Report for FY 2018-2019 Prepared by Trillium Health Resources
11. ARHS 2018 Annual Child Fatality Prevention Report to the County Commissioners, Board of Health
12. FY2019-2020 Senior Center General Purpose Agreement
13. Approve 2020 Board of Commissioners Meeting and State Holiday Schedule

Commissioner Bazemore made a **MOTION** to approve items 1 through 10 of the Consent Agenda. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Lee made a **MOTION** to approve item 11 of the Consent Agenda. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Wesson made a **MOTION** to approve item 12 of the Consent Agenda. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The board requested for the 2020 Board of Commissioners Meeting and State Holiday Schedule be revised to alleviate having two meetings on the same day.

### **DISCUSSION AGENDA**

#### **Timmons Group Request to Submit NCDOT Petition for Road Addition**

Planning Director Traci White stated she has spoken with District Engineer Michael Hill with NCDOT and recommended moving forward with the submission of the petition to begin the process.

Commissioner Lee made a **MOTION** for the County to submit an NCDOT petition for road additions of Chowan Shores Drive, Owens Drive, and Small Circle at the Chowan Shore subdivision. Chairman Atkins **SECONDED** the motion. The motion **PASSED** unanimously.



## **Town of Colerain Historic District Nomination for National Registry of Historic Places**

Planning Director Traci White stated she was informed that efforts to nominate Colerain as a historic district is an endeavor taken on by a group of citizens, not the town of Colerain.

Chairman Trent stated that he has spoken with someone as well and informed the individual to let the Board know if their assistance is needed with this endeavor.

### **COMMISSIONERS' REPORTS**

**Junior Commissioner Joyner** stated that he was glad to be back and appreciates how safe the schools are. He also inquired about the local food pantry having to turn food away due to lack of space. Commissioner Bazemore stated that concern should be directed to the Board of Education.

**Commissioner Bazemore** announced the Bertie Tracks event is taking place November 14-22; the best times to join are between 12:00 and 1:00 PM or 5:00 and 6:00 PM. She also congratulated RaShawnda T. Murphy, daughter of Reginald and Vernice Murphy and graduate of Bertie High School, on her graduation from NCCU School of Law and passing the BAR Exam on her first attempt. She will be sworn in by Chief Justice Cheri Beasley on October 25<sup>th</sup> at the Wake County Courthouse.

**Commissioner Wesson** thanked Dr. Otis Smallwood for voicing the concern of not paying schoolteachers supplements. We were one of four counties out of the 100 NC counties that did not provide supplements. We are now, thanks to the County and School Board, changing that and hopefully we will be able to attract and retain schoolteachers in Bertie County. He also thanked Dr. Smallwood for a new initiative. Teachers and school staff are able to donate through payroll deduction to United Way to feed 195 needy children in our community on the weekends.

**Chairman Trent** stated the quarter-cent sales tax referendum will be coming up and everyone needs to support it. If passed, this money would go directly to the school board. The new 911 Center for Bertie, Martin, and Perquimans County opened in Martin County. It will serve as a backup center for us in times of disaster. The viber communication system that the school system has does not work inside our public school buildings and it needs to be addressed. The Commissioners Room is being updated and should be completed by November.

**Commissioner Lee** shared her experience with the Albemarle Foodbank in Powellsville recently serving 91 families. Families are served on the first Tuesday of each month at 11:00 AM. The Aulander Peanut Festival is this coming Saturday, October 12<sup>th</sup>. Commissioner Lee further stated that she will serve as Chair of the Justice of Public Safety Steering Committee for the state

association and Sub-Committee Chair for Law Enforcement for the national association and will be happy to take any items that law enforcement officers have back to the committees.

**Commissioner Atkins** had no reports at this time.

### **COUNTY MANAGER'S REPORTS**

The County Manager had no remarks at this time.

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

The County Attorney had no remarks at this time.

### **PUBLIC COMMENTS**

There were no public comments at this time.

### **AJOURN**

Commissioner Lee made a **MOTION** to **RECESS** the meeting until the Board's joint meeting with the Town of Windsor at 4:00 PM on October 14, 2019. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

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John Trent, Chairman

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Assistant Manager, Juan Vaughan, II



C-4

**Windsor, North Carolina  
October 14, 2019  
JOINT MEETING**

The Bertie County Board of Commissioners RECESSED its meeting on Monday, October 7<sup>th</sup> in order to meet in a joint meeting today with the Town of Windsor inside the Windsor Town Hall located at 128 S. King Street, Windsor, NC. The following members were present or absent:

Present: Ronald “Ron” Wesson, I  
Tammy A. Lee, District III  
John Trent, District IV  
Ernestine (Byrd) Bazemore, District V

Absent: Greg Atkins, District II

Staff Present: County Manager Scott Sauer  
Assistant County Manager Juan Vaughan, II.  
Clerk to the Board Sarah Tinkham  
Finance Director William Roberson  
TGOW Project Manager Robin Payne  
IT Administrator Scott Pearce

Windsor Town Council present: David Overton  
Camille Rascoe  
Randy Whitaker  
Randy Walston

Absent: Cathy Wilson

Town of Windsor Staff: James “Jim Hoggard, Mayor  
Allen Castelloe, Town Administrator

No media members were present.

## **RECONVENE**

Mayor Hoggard reconvened the Windsor Town Board of Commissioners.

Chairman Trent reconvened the Bertie County Board of Commissioners.

## **INVOCATION/PLEDGE OF ALLEGIANCE**

Randy Whitaker, Windsor Town Commissioner, gave the Invocation and lead the Pledge of Allegiance.

Special presentation – Mayor James “Jim” Hoggard

Mayor Hoggard asked for Bertie County Manager Sauer to step forward.

In honor of his upcoming retirement, Mr. Sauer was presented with a “key to the city,” and Mayor Hoggard thanked him for his service to Bertie County. He described a “very positive working relationship” with the County and Town since he was appointed as County Manager in 2013.

The Town Board also expressed their thanks for County Manager Sauer’s dedication to the County over the last 6 years.

## **Dr. Stan Riggs – Flood Dynamics in the Bertie Water Crescent – Report #2**

NC LOW representatives Dr. Stan Riggs and Dr. Robert Christian presented a joint report to the governing bodies of the Town of Windsor and Bertie County, noting that Bertie County has world class waters in the Roanoke River, Cashie River, Salmon Creek, Chowan River and the Albemarle Sound. Dr. Riggs envisions the Bertie – Windsor Water Crescent being recognized as part of the National Water Trail System in the near future.

Dr. Riggs continued his remarks noting that he had some very important news to share with both Boards. He reported that at the September meeting of the North Carolina Clean Water Management Trust meeting, funding in the amount of \$350,258 was approved to support the North Carolina Coastal Land Trust (NCCLT) in its effort to acquire the 300-acre Bal Gra tract in Bertie County. Dr. Riggs stated that the NCCLT had sought funding from several sources, and the Clean Water Management Trust funding was the key component to make this acquisition possible. He also stated that this grant approval was the direct result of Bertie County’s letter of

support and the Board of Commissioners' leadership for the preservation of this critical natural resource—providing the continuity and adjacency for the Tall Glass of Water property with the Salmon Creek State Natural Area for a total of 1,442 acres of public land on the Albemarle Sound.

Dr. Riggs explained that his professional career began in 1964, and that he has learned that in eastern North Carolina we cannot stop the storms and flood events, but we can strive to minimize the impacts.

He referred to the project structure for this engagement with the Town of Windsor and Bertie County as a three-legged stool, noting that the first leg is the nature based eco-tourism and is reflected in the first NC LOW report, “From Rivers to the Sound in the Bertie Water Crescent.” Dr. Riggs strongly encouraged the audience to revisit this report and its focus on the five recommended water hubs:

- 1) Windsor on the Cashie River -- Water Hub Number One.
- 2) Sans Souci on the Lower Cashie River Estuary -- Water Hub Two.
- 3) Salmon Creek Rivers to Sounds -- Water Hub Three.
- 4) Weeping Mary on the Roanoke River -- Water Hub Four.
- 5) Colerain on the Chowan River Estuary -- Water Hub Five.

The second leg of the stool is the educational component which focused on professional development training for the science teachers in the Bertie County school system. Referring to topographic maps without designations for streets or towns, he explained the challenge of teaching “what in your back yard and where do you live?” from a nature-based perspective.

The third leg of the stool, as described by Dr. Riggs is the “flood dynamics component” and the relationship of weather events (storms and rainfall), tidal impacts from the Albemarle Sound and the connectivity with the natural flow of the rivers which make up the Bertie Water Crescent.

He also spoke of the manmade storms and flooding events impacting Bertie County, especially the water flow management of the Kerr Lake dam and flood damage on the lower Roanoke River. Dr. Riggs reviewed several historical charts detailing the flow pattern of the Roanoke River and the connectivity with the Albemarle Sound.

Dr. Riggs presentation also included historical weather charts from various tropical storms and hurricanes impacting the flow of the Cashie River and flooding for the Town of Windsor.

Dr. Riggs and Dr. Christian both complimented the joint leadership and cooperation of elected officials representing Bertie County and the Town of Windsor for their support of this project.

There was a brief discussion with comments from various Commissioners.

**ADJOURN**

Commissioner Wesson made a **MOTION** to **ADJOURN**. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Chairman **ADJOURNED** the meeting at approximately 6:05 PM.

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John Trent, Chairman

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Sarah Tinkham, Clerk to the Board



C-6



# BUDGET AMENDMENT

<b># 20-03</b>				
INCREASE			INCREASE	
81-9501-5399-00	\$ 29,200		81-0090-4991-99	\$ 29,200
TO APPROPRIATE PHONE FUND BALANCE - TO INSTALL FIBER TO NEW LIB/COOP				
INCREASE			INCREASE	
60-7110-5383-00	\$ 3,400	SOFTWARE LIC	60-0090-4991-99	\$ 13,120
60-7110-5399-00	\$ 9,720	CONT SERVICES		
APPROPRIATE FUND BALANCE TO COVER SOFTWARE LICENSE AND SCADA TRAINING				
APPROVED    /    /2019				

# BUDGET AMENDMENT

		# 20-03		
		INCREASE		INCREASE
81-9501-5399-00	\$	29,200	81-0090-4991-99	\$ 29,200
TO APPROPRIATE PHONE FUND BALANCE - TO INSTALL FIBER TO NEW LIB/COOP				

## IT Infrastructure Quote for Cooperative Extension / Library

Underground Fiber	\$ 29,200.00
Network wiring (security system included)	\$ 25,550.06
Security Cameras	\$ 15,000.00
Network Switch	\$ 3,270.72
Misc (cables, Straps, UPS)	\$ 5,000.00
Total	\$ 78,020.78

Aug 5, 2019

## AVOCA – supplemental fire suppression water line extension

Mr. Sauer provided an overview of a supplemental fire suppression water line extension administered by County staff, Green Engineering, and AVOCA management to provide for redundant fire protection capability and construction of a fire line extension at the company's expense. Commissioner Bazemore inquired about how the extension would affect residents in the area.

### First Colony Foundation

Mr. Sauer shared that the First Colony Foundation would like the Board to consider to take official action to continue archaeological work on the 31BR49 tract, the NC Department of Natural and Cultural Resources that covers the entire TGOW site, as evidence has been found on the site. Commissioner Wesson expressed that he was glad the Foundation found evidence on the site and that is was an advantage for the County. He shared that the Board consider asking the Foundation to put together something in writing to describe the future potential of their work. Mr. Sauer also shared with the Board that TGOW project consultant Robin Payne would like to schedule a meeting to discuss further planning for the TGOW site. The Board scheduled Tuesday, August 27<sup>th</sup> to meet with Ms. Payne at 10AM.

Commissioner Lee made a **MOTION** that the Board approve for the First Colony Foundation continue its archaeological work on the TGOW site, noted as 31BR49, as long as there is no interference with ongoing activities. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

### New Library and Cooperative Extension Building

County Manager Sauer advised the Board that following the County's approval of the construction contract with A.R. Chesson Company, a pre-construction meeting was held on August 1, and the architect (MHAworks) has issued the notice to proceed effective August 5, 2019. Mr. Sauer noted that the construction contract allows for 420 calendar days to complete the project. He also reported that Mr. Allen Castello, Windsor Town Administrator is assisting the County with the removal of several old utility poles on the site. Mr. Sauer reminded the Board that the County's local funding responsibility is \$149,695 of which \$71,675 is allocated for the Cooperative Extension furniture and teaching kitchen. The remaining \$78,020 is for technology installation, security and termination of all data connections for each computer in the building. Most critical from a scheduling standpoint is the extension of underground fiber optic cable along South King Street which will cost approximately \$29,000. ? PHONE ACCT

Mr. Sauer provided the Board with an update of a shed located on the new library and cooperative extension property. The Board discussed notifying the owner about the removal of the shed. Mr. Sauer suggested inviting the Golden LEAF Foundation, Governor Roy Cooper, and local legislatures to a special groundbreaking of the new building. Mr. Sauer shared construction updates with the Board.

# BUDGET AMENDMENT

		# 20-03	
	INCREASE		INCREASE
60-7110-5383-00	\$ 3,400	SOFTWARE LIC.	60-0090-4991-99 \$ 13,120
60-7110-5399-00	\$ 9,720	CONT SERVICES	
APPROPRIATE FUND BALANCE TO COVER SOFTWARE LICENSE AND SCADA TRAINING			



Green Engineering, PLLC  
 Water, Wastewater, Surveying  
 Planning, Project Management

303 Goldsboro Street East • PO Box 609 • Wilson, NC 27894  
 TEL 252.237.5365 • FAX 252.243.7489  
 WWW.GREENENGINEERING.COM

**CONTRACT**

**Name of Client:** Bertie Regional Water System **W.O.** 18-122  
**Address:** 106 Dundee St.  
Windsor, North Carolina 27983

**Project Name:** System & Operations Evaluation **Date Required:** ASAP  
Implementation Phase II (SCADA)

**Project Rep:** Ricky Spivey **Phone:** 252-794-5300  
**Project Location:** Utility Administrative Office **Ordered By:** Scott Sauer, Manager  
**Date Ordered:** October 16, 2019 **Order Taken By:** E. Leo Green, Jr., P.E.

**Narrative Description of Services:**

Provide support training & monitoring services to Bertie County Regional Water System Staff. Begin with review of Water Systems Evaluation Study and implement Asset Management Planning from previous study. Train staff on how to initiate monthly Water Loss Reduction Reports & illustrate how to interpret Loss Reports. Review & correctly log any accounted and unaccounted for water loss. Train staff on how to log & report to Custom Controls weekly & monthly system failures & any abnormal equipment responses. Show how to detect & report calibration issues. Each month the following reports will be reviewed: 1) Monthly Well Reports; 2) Monthly Booster Station Reports; 3) Well Data Reports; 3) Pump Efficiency Reports; 5) Pump Run Time & Start Report; 6) Tank Trend Overlay and Analysis; 7) Water Loss Report; 8) Water Audit. Staff will also be trained on how to compare trends on the system and become familiar with normal and abnormal system behavioral patterns. If any of the funds are not expended by July 1, 2020 it will carry over to the next year.

UNITS:	COMPONENT	*BASIS	UNIT COST	TOTAL AMOUNT
1	Administrative Support Services Estimated hours through July 31, 2020	72	\$135.00	\$9,720.00

**\*(H)Hourly** \$135.00 **\*(LS)Lump Sum** \$            **\*(O)Other** \$           

**Total Estimated Contract:** \$9,720.00

The General Conditions on the reverse side are incorporated into and made a part of this Contract. The signatures below authorize Green Engineering, P.L.L.C. to proceed with the services.

**Client:** Bertie County  
 Print Name of Firm or Corporation

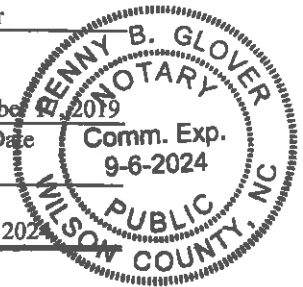
\_\_\_\_\_  
 Signature of Authorized Representative Date  
Scott Sauer, County Manager  
 Print Name and Title

**Green Engineering, P.L.L.C.**

E. Leo Green October 17, 2019  
 Signature of Authorized Representative Date  
 E. Leo Green, P.E. - Managing Member  
 Print Name and Title

**Attest:** Sarah Tinkman 10-29-2019  
 Signature Date  
 Sarah Tinkman, Clerk to the Board  
 Print Name and Title

**Attest:** Penny B. Glover October 2019  
 Signature Date  
 Penny B. Glover - Notary Public  
 Print Name and Title  
 My Commission Expires: September 6, 2024



**Finance Officer Certification:**

This contract has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

All local government clients are required to complete this section.

\_\_\_\_\_  
 Signature of Finance Officer Date



**Quotation**

Quote Number Q16049  
 Terms Net 30 Days  
 Date 06-04-2019  
 Sales Person Patrick Cooke  
 Valid Until 08-29-2019  
 Tax Info. HST# 10538 9035

**Bill To**

Devin Carroll  
 Custom Controls Unlimited Inc  
 2600 Garner Station Blvd.  
 Raleigh, NC 27603  
 USA

**Ship To**

Custom Controls Unlimited Inc  
 2600 Garner Station Blvd.  
 Raleigh, NC 27603  
 USA

**S/N 52362, 52363 - Bertie County, NC**

#	Qty.	Product	Unit Price	Ext. Price
1	1	~~~VTScada 5K Dual Server Premium~~~ Renewal @15%	\$ 3,389.25	\$ 3,389.25
1	2	VTScada 5K - Development Runtime		
2	1	VTScada 5K - Thin Client - Unlimited		
3	2	VTScada 5K - Alarm Notification		
4	-1	Bundle Discount		

Current SupportPlus Expiry Date August 29, 2019  
 Proposed SupportPlus Expiry Date August 29, 2020  
 Bundle Value for Renewals \$22,595.00

**Group Totals**

Subtotal: \$ 3,389.25  
 Total: \$ 3,389.25

**Optional 24/7 Emergency Support**

#	Qty.	Product	Unit Price	Ext. Price
1	1	24/7 Emergency Support	\$ 1,300.00	\$ 1,300.00

With the addition of 24/7 Emergency Support to your existing SupportPlus Service, help is always available. This service is intended for emergency issues directly associated with VTScada software. It does not cover application specific issues, over the phone training or advanced system design. It cannot replace training or the services of engineers, consultants or integrators.

Emergency Support can only be added to a valid SupportPlus contract and cannot be purchased as a standalone service. The cost of the service is 5% of the calculated software value with a minimum of \$1,300.00 per year.

24/7 support is limited to those licenses on which support has been purchased. Licenses comprised of distributed sub-systems affect system loads in a variety of ways and as such require support to be purchased on all connected components.

**Group Totals**

Subtotal: \$ 1,300.00  
 Total: \$ 1,300.00

**Quotation Totals**

Currency: US Dollar  
 Subtotal: \$ 4,689.25  
 Total: \$ 4,689.25

**Terms and Conditions:**

Terms and Conditions: VTScada is licensed exclusively in accordance with the VTScada Software License Agreement (Standard Conditions), VSLASC v6.1 - 2017-11-14, and the VTScada Software Standard Support Services Agreement (Standard Conditions), VSSSSASC v 1.2 Jan-18-16, available at <https://www.trihedral.com/license-agreement>.

VTScada support and upgrade pricing are in accordance with the previously accepted license agreement terms and any differing purchase order terms proposed will not be accepted without written agreement by Trihedral.

A SupportPlus renewal quote contains grandfathered pricing that is contingent upon the receipt of a purchase order before the quote expiry date (as agreed to under the VTScada license terms of the original license). Purchase orders received with an alteration of previously accepted terms, or after the quote expiry date, will require a re-quote of the renewal price at current pricing.

**Quotation Accepted By**

Quote Number            Q16049

Print Name                \_\_\_\_\_

Title                        \_\_\_\_\_

Signature                 \_\_\_\_\_

Date                         \_\_\_\_\_



## VTScada Software License Agreement (Standard Conditions)

1. In consideration of the development and availability for use of the VTScada Software, including any updates or amendments of the Software and, where applicable, the VTScadaLIGHT and VTS software of Trihedral Engineering Limited (the Software), the Customer and any third party using, or relying upon the operation of the Software pursuant to this Agreement, agree to the following terms and conditions.
2. The Software is licensed by Trihedral Engineering Limited (Trihedral) to the Licensee (the Customer) named in any associated sales order, or who has downloaded the Software, for possession and use solely in accordance with this VTScada Software License Agreement (Standard Conditions) (this Agreement). The Software is not sold by Trihedral to the Customer. This Agreement contains terms which limit the liability of Trihedral. In any event, installation of the Software upon a computer hardware system by the Customer will constitute irrevocable acceptance of the provisions of this Agreement.
3. Upon acceptance of this Agreement by the Customer, Trihedral grants to the Customer a perpetual, non-exclusive, worldwide license to use the Software in accordance with the provisions of this Agreement and the associated sales order, if any. Where the computer hardware system upon which the Software is installed is configured so as to function as virtual computers or virtual servers, except to the extent expressly authorized by any associated sales order, the license granted hereunder does not include the right to install or run simultaneously the Software on more than one virtual computer or virtual server. The term "virtual computer" includes one or more computers and includes partitioned computer segments, any of which are configured to run the Software concurrently with an operating computer system as a hot backup for failover application.
4. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer agrees that the possession and use of the Software is restricted to the operating condition that the maximum number of tags which are concurrently communicable with the Software will not exceed fifty during any period of operation of the Software.
5. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer agrees that the possession and use of the Software is restricted to the operating condition that the maximum cumulative number licenses of Software so licensed will not exceed 10, without the written consent of Trihedral.
6. **THE SOFTWARE IS LICENSED TO THE CUSTOMER EXPRESSLY WITHOUT WARRANTY OR CONDITION AS TO ANY STANDARD OF PERFORMANCE AND WITHOUT WARRANTY OR CONDITION AS TO FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRIHEDRAL HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY ARISING FROM THE FAILURE OF THE SOFTWARE TO MEET ANY STANDARD OF PERFORMANCE OR TO BE FIT FOR ANY PARTICULAR PURPOSE.**
7. The Customer, agrees that the possession and use of the Software is restricted to the extent

that such possession or use is in accordance with the specifications of the associated sales order issued by Trihedral, if any, as to scope of use, maximum number of concurrently installed or operating copies of the Software, tag limit, maximum number of communicating channels or remote telemetry devices, features of the Software authorized for activation by the Customer and any other limitations concerning the Software.

8. The Customer and all other persons using or relying upon this Software pursuant to this Agreement agree that the Customer and such other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on installation on hardware systems as may be expressly authorized by any associated sales order. The Customer and such other party further agree not to permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause.
9. In the event that the Software, as delivered to the Customer by Trihedral should prove defective by reason of materials or the copying process within a period of one year from the effective date of this Agreement, Trihedral will replace the Software upon return of any physical medium upon which defective Software was delivered, and in all cases, the destruction of all electronically recorded copies of defective Software in the possession, or under the control of, the Customer. Replacement of the defective Software under such circumstances shall be the sole liability of Trihedral. In no event shall replacement be made if a defect in, or non-operability of, the Software is, in the opinion of Trihedral, the result of an attempt to copy, decompile or list in other than machine readable form the Software.
10. With the exception of the warranties expressly provided pursuant to clause 14 and clause 15 of this Agreement, in no event shall Trihedral have any liability to the Customer or any third party for any claims, damages or causes of action other than the replacement of the master copy of the Software in accordance with the provisions of clause 9.
11. The Customer and all other persons using or relying upon the Software pursuant to this Agreement agree that the Customer and such other person will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the operation of the Software and the review of the results of the use of the Software, including the provision of such backup and fail-safe systems as may be required, to avoid loss, injury or damage to the Customer and any third party.
12. Unless otherwise agreed to in writing by Trihedral, and then only to the extent thereby provided, the Customer will ensure that the Software and all copies of the Software, including backup copies of the Software and copies of the Software delivered to sublicensees, where permitted, are labeled on medium and transmittal communication by, and display on screen at startup and during use of the Software, the complete copyright notice of Trihedral and the trademarks of Trihedral as prescribed by Trihedral at the time of delivery of the Software to the Customer, and as may be reasonably revised by Trihedral thereafter.

13. The Customer will forthwith give notice in writing to Trihedral of any claim by a third party arising alleged infringement of intellectual property right with respect to the Software or the use of the Software, and will co-operate with Trihedral in the investigation and defence of such claim.
14. Trihedral warrants that the Software does not infringe the copyright or trade secret rights of a third party. Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established, provided that the Customer has performed completely its covenants in accordance with clause 12 and clause 13 of this Agreement.
15. Trihedral warrants that, to the best of information and belief, the Software does not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights in the Software, and with the sole exception of such warranty, Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Software.
16. In the event that the Software is, or in the opinion of Trihedral is likely to become, subject to a claim or action with respect to an alleged infringement of intellectual property rights of a third party, Trihedral may, at its option:
  - (a) at the expense of Trihedral, procure the right for the Customer to continue use of the Software in accordance with this Agreement;
  - (b) at the expense of Trihedral, replace or modify the Software so that its use by the Customer in accordance with this Agreement will be non-infringing, provided that substantially the same function is performed by the replacement or modified Software; or,
  - (c) at the expense of Trihedral, contest such claim or action to such extent as Trihedral may in its absolute discretion consider reasonable and appropriate under the circumstances.
17. With respect to any license of the Software by Trihedral hereunder which is exclusive to the Customer, the Customer shall have the right in its sole discretion to bring and prosecute and to answer and defend any claim, action or suit arising from or relating to the Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to Trihedral. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer. If such Customer elects not to bring and prosecute a claim related to the Software forthwith upon written notice from Trihedral to do so, then Trihedral at its sole expense and gain may undertake such legal proceedings as may in its absolute discretion be considered advantageous.

18. In no event shall the liability of Trihedral to the Customer or any other party extend to indirect or consequential damages.
19. To enable certain features of the Software, such as VTScada Slippy Maps, the Customer may choose to download third party data, images and software which are subject to license conditions or agreements governing use by the Customer. Compliance with such licensing and use agreements is strictly the responsibility of the Customer.
20. This Agreement shall be effective from the time of first installation of the Software by the Customer upon any hardware system. This Agreement may be terminated by the Customer at any time by so notifying Trihedral in writing and destroying the Software and all copies of the Software in the possession of the Customer or under the control of the Customer, in every form whatsoever. The license of the Customer to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this Agreement. Such license may also be summarily terminated by Trihedral upon written notice to the Customer in the event of default of payment of compensation due to Trihedral for the licensing or sublicensing of the Software pursuant to an associated sales order, if any. Upon termination, the Customer and all other persons using or relying upon the Software pursuant to this Agreement shall immediately destroy the Software and all copies thereof.
21. Where the Customer obtains from Trihedral a license to an upgraded version of the Software which is intended to replace the Software licensed hereunder, this license will terminate upon installation and commissioning of such upgrade software, which will be subject to the terms and conditions of the end user license agreement then in effect, as may be designated by Trihedral, from time to time.
22. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer, this Agreement and the Software may be assigned exclusively or sublicensed exclusively to a third party. This Agreement and the Software may not be otherwise assigned, sublicensed or transferred to another party without the consent in writing of Trihedral.
23. Where the Software is installed on a computer or other device which is accessible by Internet connection, the Customer consents to Trihedral using features of the Software to obtain data concerning usage of the Software by the Customer solely for the purpose of analyzing and improving upon the quality and performance of the Software, and the Customer consents to the modification by Trihedral from time to time by such Internet connection of modules of the Software used to obtain such data. Trihedral will not disclose such data to a third party in any manner which may tend to identify the source or permit the data to be associated with any discrete source.
24. This Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

25. The Customer consents to permit Trihedral at its discretion and expense to undertake from time to time audit of the use of the Software by the Customer or under or through the Customer, to confirm compliance with the terms and conditions of this Agreement, and without cost to Trihedral to co-operate to facilitate such audit. In the event that it is determined by such audit that the Customer is not, or has not been, in compliance with this Agreement, then Trihedral may, in addition to any other remedies to which Trihedral is entitled, terminate the licence to possess and use the Software granted by this Agreement, and recover the actual and reasonable cost of the audit from the Customer.
26. Where the Software has been acquired by the Customer without monetary payment to Trihedral, the Customer acknowledges that the provision by Trihedral of any support service with respect to the possession, installation or use of the Software will be at the absolute discretion of Trihedral. In all other cases, the obligation of Trihedral to provide support service with respect to the possession, installation or use of the Software will be in accordance with the provisions of any associated sales order or collateral support services agreement between the Customer and Trihedral.
27. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.
28. This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Nova Scotia, and the Customer attorns to the exclusive jurisdiction of the Supreme Court of Nova Scotia with respect to the adjudication of any issue concerning this Agreement.



C-7



Bertie County Tax Department  
PO Box 527  
106 Dundee St.  
Windsor, NC 27983  
Phone: (252) 794-5310  
Fax: (252) 794-5357

October 14, 2019

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 **September** and this request for your approval is made pursuant to a "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\_\_\_\_

---



RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2019	9/17/2019	Parker, Lucille 19A5882685627 By court order - land conflict	G01	\$7.35		\$0.00		\$7.35
	9/17/2019	Strata Master 19A33672.90 Correction to abstract	G01	\$675.87		\$0.00		\$675.87
	9/17/2019	Strata Master 19A33672.80 Correction to abstract	G01	\$676.70	\$0.00	0		\$676.70
	9/30/2019	Swain, Sandra 19A671928156201 Double listed w/# 21234	G01	451.55				\$451.55
								\$1,811.47



RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2018	9/30/2019	Swain, Sandra 19A671928156201	G01	\$433.28	\$2.50	\$0.00		\$435.78
		Double listed w/# 21234						
								<u>\$435.78</u>

RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2017	9/30/2019	Swain, Sandra 17A671928156201	G01	\$433.28	\$2.50	\$0.00		\$435.78
		Double listed w/# 21234						
								<u>\$435.78</u>

RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	9/30/2019	Swain, Sandra 16A671928156201	G01	\$433.28	\$2.50	\$0.00		\$435.78
		Double listed w/# 21234						
								\$435.78

RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	9/30/2019	Swain, Sandra 15A671928156201	G01	\$438.50	\$2.50	\$96.00		\$537.00
		Double listed w/# 21234						
								<u>\$537.00</u>

RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2014	9/30/2019	Swain, Sandra 14A671928156201	G01	\$438.50	\$2.50			\$441.00
		Double listed w/# 21234						
								\$441.00

RLS*19*273	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2013	9/30/2019	Swain, Sandra 13A671928156201	G01	\$438.50	\$2.50			\$441.00
		Double listed w/# 21234						
								\$441.00

RLS*19*273	DATE	NAME	CODE	LEWY	ADV	PEN	INT	TOTAL
2012	9/30/2019	Swain, Sandra 12A671928156201	G01	\$407.18	\$2.50			\$409.68
		Double listed w/# 21234						
								\$409.68

Tax Collections  
10/10/19

Detail Transactions by Group

Group Number RLS\*19\*273

Abatement

Effective Date 09/17/19

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Tin Cde	Check Number	Trans Rev
1	09/17/19	28880	19A5882685627	G01	7.35-	7.35-	0.00	0.00	0.00	0.00	R	PG284	
***			PARKER, LUCILLE WILLIAMS		7.35-	7.35-	0.00	0.00	0.00	0.00	R	PG284	
2	09/17/19	33672	19A33672.90	G01	675.87-	675.87-	0.00	0.00	0.00	0.00	R	PG284	
***			STRATA MASTER LESSEE 2 LLC		675.87-	675.87-	0.00	0.00	0.00	0.00	R	PG284	
3	09/17/19	33672	19A33672.80	G01	676.70-	676.70-	0.00	0.00	0.00	0.00	R	PG284	
***			STRATA MASTER LESSEE 2 LLC		676.70-	676.70-	0.00	0.00	0.00	0.00	R	PG284	
4	09/30/19	21240	19A671928156201	G01	451.55-	451.55-	0.00	0.00	0.00	0.00	R	PG284	
***			SWAIN, SANDRA S		451.55-	451.55-	0.00	0.00	0.00	0.00	R	PG284	
5	09/30/19	21240	18A671928156201	G01 AO	433.28- 2.50-	433.28-	0.00	2.50-	0.00	0.00	R	PG284	
***			SWAIN, SANDRA S		433.28-	433.28-	0.00	2.50-	0.00	0.00	R	PG284	
6	09/30/19	21240	17A671928156201	G01 AO	435.78- 433.28- 2.50-	433.28-	0.00	2.50-	0.00	0.00	R	PG259	
***			SWAIN, SANDRA S		435.78-	433.28-	0.00	2.50-	0.00	0.00	R	PG259	
7	09/30/19	21240	16A671928156201	G01 AO	435.78- 438.50- 2.50- 96.00-	433.28-	0.00	2.50-	0.00	0.00	R	PG245	
***			SWAIN, SANDRA S		435.78-	433.28-	0.00	2.50-	0.00	0.00	R	PG245	
8	09/30/19	21240	15A671928156201	G01 AO FLF	438.50- 2.50- 96.00-	438.50-	0.00	96.00-	0.00	0.00	R	PG186	
***			SWAIN, SANDRA S		438.50-	438.50-	0.00	96.00-	0.00	0.00	R	PG186	
9	09/30/19	21240	14A671928156201	G01 AO	537.00- 438.50- 2.50-	438.50-	0.00	98.50-	0.00	0.00	R	PG103	
***			SWAIN, SANDRA S		537.00-	438.50-	0.00	98.50-	0.00	0.00	R	PG103	
10	09/30/19	21240	13A671928156201	G01 AO	441.00- 438.50- 2.50-	438.50-	0.00	2.50-	0.00	0.00	R	PG31	
***			SWAIN, SANDRA S		441.00-	438.50-	0.00	2.50-	0.00	0.00	R	PG31	
11	09/30/19	21240	12A671928156201	G01 AO	441.00- 407.18- 2.50-	438.50-	0.00	2.50-	0.00	0.00	R	PG13	
***			SWAIN, SANDRA S		441.00-	407.18-	0.00	2.50-	0.00	0.00	R	PG13	



Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discnt Amount	Trn Check Number	R	PG
					√409.68-	407.18-	0.00	2.50-	0.00	0.00		R	PG271
Tax Code Totals													
AO*12	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
AO*13	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
AO*14	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
AO*15	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
AO*16	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
AO*17	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
AO*18	-	ADVERT			2.50-	0.00	0.00	2.50-	0.00	0.00			
FLF*15	-	FLF			96.00-	0.00	0.00	96.00-	0.00	0.00			
G01*12	-	BRT TAX			407.18-	407.18-	0.00	0.00	0.00	0.00			
G01*13	-	BRT TAX			438.50-	438.50-	0.00	0.00	0.00	0.00			
G01*14	-	BRT TAX			438.50-	438.50-	0.00	0.00	0.00	0.00			
G01*15	-	BRT TAX			438.50-	438.50-	0.00	0.00	0.00	0.00			
G01*16	-	BRT TAX			433.28-	433.28-	0.00	0.00	0.00	0.00			
G01*17	-	BRT TAX			433.28-	433.28-	0.00	0.00	0.00	0.00			
G01*18	-	BRT TAX			433.28-	433.28-	0.00	0.00	0.00	0.00			
G01*19	-	BRT TAX			1811.47-	1811.47-	0.00	0.00	0.00	0.00			
Total for Group					4947.49-	4833.99-	0.00	113.50-	0.00	0.00			
RLS*19*273													

\*\*\*\*\* Totals By Tax Cycle \*\*\*\*\*  
 Cycle Current Delinquent  
 A 0.00 4947.49-



C-8

## **NOTICE OF EXCHANGE OF PROPERTY**

Bertie County gives notice that it intends to exchange land with Cashie Golf and Country Club Association, Inc. pursuant to the authority granted in sections 160A—266 and 160A-271 of the North Carolina General Statutes. The County is conveying a 0.88 acre parcel of land to the Cashie Golf and Country Club and paying \$16,350.71 to the Club, and in return the County is receiving a 6.1 acre tract of land from the Club. The 0.88 parcel that the County is conveying to the Club is a triangular-shaped corner portion of the County's tract on County Farm Road that is identified by the Tax Office as PIN 6801-87-3386 and is shown on a survey titled, "Recombination Survey and Plat for Cashie Golf and Country Club" dated February 4, 2019. The 6.1 acre tract that the Club is conveying to the County is the easternmost corner portion of the Club's tract identified by the Tax Office as PIN 6801-75-2972 and is shown on a survey titled, "Recombination Survey and Plat for Bertie County" dated November 1, 2018. There will be a 30-foot wide tree buffer (15 feet on each side of the line) along the new line that divides the two tracts. The two surveys referenced above are available for inspection at the office of the Bertie County Manager, Scott Sauer, at 106 Dundee Street in Windsor, North Carolina. The County Commissioners will enter into a resolution authorizing the exchange at their regular meeting on Monday, November 4, 2019 at 6 p.m. The purpose of the exchange is for the County to obtain and then transfer title to the 6.1 acres to the Town of Windsor in order to construct a firefighter training facility, and the purpose for Cashie Golf and Country Club is to obtain title to a corner of its driving range.



D-1

<b>2020 MEETING SCHEDULE - BERTIE COUNTY BOARD OF COMMISSIONERS</b>			
<b>Meeting Date</b>	<b>Time</b>	<b>Meeting Area</b>	<b>Meeting Location</b>
1/6/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
<b>*Tues., 1/21/2020</b>	6:00 PM	<b>Powellville</b>	Town Hall, 160 E. Main Street, Powellville, NC 27967
2/3/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
2/17/20	10:00 AM	Commissioners Room	<b>Board Work Session</b> -- 106 Dundee Street, Windsor, NC
2/24/19	6:00 PM	<b>Midway/Merry Hill</b>	Community Building, 109 NC-45, Windsor, NC 27983
3/9/20	10:00 AM	Commissioners Room	
3/23/20	6:00 PM	<b>Aulander</b>	Community Bldg., 116 S. Commerce Street, Aulander, NC 27805
4/6/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
4/20/20	6:00 PM	<b>Blue Jay</b>	Fire Department, 1653 Indian Woods Road, Windsor, NC 27983
5/4/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
5/18/20	10:00AM	Commissioners Room	<b>Board Work Session</b> -- 106 Dundee Street, Windsor, NC
6/1/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
<b>6/15/20</b>	<b>7:00PM**</b>	Commissioners Room	<b>BUDGET PUBLIC HEARING</b> -- 106 Dundee Street, Windsor, NC
7/13/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
8/3/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
8/17/20	6:00 PM	<b>Colerain</b>	Training Center, 108 N. Main Street, Colerain, NC 27924
<b>*Tues., 9/8/2020</b>	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
9/14/20	10:00 AM	Commissioners Room	<b>Board Work Session</b> -- 106 Dundee Street, Windsor, NC
10/5/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
10/19/20	6:00 PM	<b>Lewiston-Woodville</b>	Perdue Farms Training Room, 3539 Governors Rd., Lewiston-Woodville, NC 27849
11/2/20	10:00 AM	Commissioners Room	106 Dundee Street, Windsor, NC
12/7/20	6:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
***If there are any questions regarding this calendar, please call the Clerk to the Board at (252) 794-6110.***			
<b>This schedule is subject to change.</b> Please visit the County website ( <a href="http://co.bertie.nc.us">http://co.bertie.nc.us</a> ) to receive information			
about cancellations or meeting location changes. <b>All meetings are scheduled on Mondays unless denoted with an asterick (*).</b>			



D-2

**From:** Jonathan Huddleston <[JHuddleston@pb-attorneys.com](mailto:JHuddleston@pb-attorneys.com)>

**Sent:** Thursday, October 31, 2019 12:56 PM

**To:** Scott Sauer <[scott.sauer@bertie.nc.gov](mailto:scott.sauer@bertie.nc.gov)>; Juan Vaughan II <[juan.vaughan@bertie.nc.gov](mailto:juan.vaughan@bertie.nc.gov)>

**Cc:** Lloyd Smith <[LSmith@pb-attorneys.com](mailto:LSmith@pb-attorneys.com)>; L. Clifton Smith, III <[lcs3@pb-attorneys.com](mailto:lcs3@pb-attorneys.com)>; Daphne Ferebee <[dferebee@pb-attorneys.com](mailto:dferebee@pb-attorneys.com)>; Sarah Tinkham <[sarah.tinkham@bertie.nc.gov](mailto:sarah.tinkham@bertie.nc.gov)>

**Subject:** [External] RE: Additional edits to proposed lease for CRM per David Peele

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [report.spam@nc.gov](mailto:report.spam@nc.gov)

Juan and Scott,

Here are my comments on the lease agreement for the old DSS building that CRM drafted and proposed to the County:

- The legal description of what we're leasing. David Peele says in his email to Scott that he's just using an aerial photo right now for his Exhibit A description of the property, and that we can insert a legal description if we want. I have a legal description for the whole tract from the 1977 deed where the County bought it. He asks in his email "how much land goes with the buildings?", and he mentions that they will need access to parking. The lease refers to buildings #1 and #2. The legal description and the survey that it references allows us to break this property down into 11 lots. Buildings #1 and #2 are on lots 37, 38, 39, and 40. The old gym and the parking area next to it and the open field next to that are lots 44 through 50. I believe we do not want to lease the old gym or the open field. I suggest that we lease lots 37 through 40, which includes both buildings #1 and #2, and that we state in the lease that Tenant has the right to park up to a certain number of vehicles on the adjacent, non-leased area.
- The initial term plus extensions is a total of 95 years. This means that the commissioners will have to follow the same procedure that they have to follow when selling a tract of land, which is that they have to use one of the methods required by NCGS 160A-266, which are 1) advertisement for sealed bid, negotiated offer, advertisement and upset bid, or 3) public auction. I assume that the Commissioners would want to use negotiated offer/upset bid, which will require that a notice be published allowing 10 days for upset bids. In order to establish a dollar amount for the calculation of a minimum upset bid, we'll probably have to have CRM estimate the anticipated cost of improvements that they will make, and if we do that we'll need to add something to the lease regarding a minimum amount that CRM will spend. The Commissioners also need to note that the lease provides that as long as Tenant is not in default, each 10-year extension of the lease is automatic. The Commissioners need to understand that the County will not have the right to terminate the lease unless the Tenant is in default and remains in default after being given 30 days to cure. If the County wants an option to end the lease after a time period given to CRM to enjoy the improvements they've made, the County could have an initial term of 30 to 40 years, and then the extensions could still be automatic but with a window of time during which either party can terminate. It's up to the Commissioners how they want to handle that. I just want to point out that it's a very long lease and that they've got options.
- The improvements do remain with the property. Paragraph 7 does say that all improvements that are made by CRM during the lease become the property of the County upon termination of the lease. I know that is a key term for the County since there is no rent required.
- Warranty against restrictive covenants. Paragraph 3 requires the County to warrant that the property is not subject to any restrictive covenants or anything else that would prevent CRM from using the property for its intended purpose. We haven't done a title search of the

property, which is the only way to make that statement and be prepared to back it up with a warranty. Normally it's the buyer that does the title search. I suggest we take that out because the buyer's attorney can search the title and certify that there are no restrictive covenants. We can leave in the language that says that the County won't do anything that would prevent CRM from using the property as intended.

- Removal of the County's personal property. Paragraph 5 requires the County to remove its property within 10 days of signing the lease. Is 10 days enough time? I'm not sure how much stuff is in there.
- Alterations without the County's consent. I want to point out that paragraph 7 says that CRM can make the alterations to the buildings without the County's consent. If the County wants some say in what alterations are made, we need to modify that to require consent of the County. It can be worded to just give the County a chance to review what they're proposing to do and to have an opportunity to give input, "such consent not to be unreasonably withheld" could even be used.
- Destruction of the premises. Paragraph 8 says that if the buildings are rendered uninhabitable by fire or other casualty, CRM could tell the County to rebuild using the insurance proceeds or to let CRM do the rebuild and pay the insurance proceeds to them. I suggest that we limit those two options to the amount of the insurance proceeds so that there's not an obligation to the county to spend more than what the insurance company has paid the County. The County could still spend more if it wants to.  
This paragraph also lets CRM terminate the agreement and buy the property at tax value. The Commissioners need to know that there is this option to buy placed in Paragraph 8 that sets the price at tax value. If the Commissioners are fine with that, it needs to say that such a purchase would be "as is" with no warranties, express or implied.
- Assignment. The Commissioners need to know that Paragraph 9 allows CRM to assign the agreement to someone else. That means that if CRM decides one day that its work here is done it can assign the lease to different company that might have a totally different use for the property. We should change it to allow assignment only upon consent of the County.
- Indemnification/hold harmless. Paragraph 11 has language that CRM will "hold harmless" the County from and losses, costs or expenses that Tenant's use of the property might cause the County to suffer, but I want it to say that CRM "indemnifies and holds harmless" the County.
- Notice. Paragraph 18 needs to be changed from Scott to Juan.
- Right of first refusal. The Commissioners need to know that Paragraph 25 contains a right of first refusal where CRM must be given the right to purchase the property if the County seriously entertains an offer from someone else. If the Commissioners are fine with that, it needs to clearly state that sale will be "as is" without any warranties, express or implied.
- Preaudit. A preaudit paragraph needs to be added.
- Insurance. Paragraph 10 requires the County to consult with CRM in determining the appropriate level of insurance coverage for the Premises and that the County has to have coverage for full replacement value, and the coverage amount has to increase as CRM improves the buildings. Does the pool insurance policy specify buildings that are covered, and does the pool policy specify the coverage for each building? Or is it just a blanket coverage? If this language is going to be in there, I want to be sure we can comply with it.
- Liability insurance. Speaking of insurance, even though the County's pool insurance might cover slips and falls on this property as the County leases it out, it's customary in commercial leases to have the entity that is going to occupy the building to have its own liability insurance to cover slips, falls and other injuries that might occur on the property to further insulate the Landlord from liability. Especially since it's the Tenant, and not the County, that is in control of what is



going on inside the building and on the sidewalks around it. We could add something along these lines:

“Tenant shall, at its own expense, maintain and carry insurance as follows:

- 1) Commercial General Liability insurance, using form ISO CG 00 01 or equivalent, covering the use of the Property contemplated by this Agreement, including coverage for public liability, bodily injury and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate; and,
- 2) Worker’s compensation insurance, where required by North Carolina law; and,
- 3) Such insurance as required by federal, state or local laws, codes or regulations.

All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of “A” or better, and shall be issued by companies qualified to do business in the State of North Carolina. Such insurance shall be issued in the name of Tenant with the County named as additional insured, using ISO Form CG 2026 or equivalent. Tenant agrees that the insurance shall be primary coverage and shall contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against the County. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to the County. Tenant shall provide to the County each policy or certificate of insurance evidencing such policy issued on Accord Form 25 or equivalent and a copy of the Declarations Page/Endorsement which shows the Town as a “named insured” or “additional insured”, at least five (5) business days prior to the start of the use of the Property.”

**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)

NORTH CAROLINA

BERTIE COUNTY

LEASE

THIS LEASE, made this the \_\_\_\_ day of October, 2019 (the "Effective Date"), by and between Bertie County, a body politic ("Landlord") and Cross Coalition LTD., doing business as Carolina Rebuilding Ministry, a North Carolina non-profit corporation ("Tenant").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the Landlord leases to Tenant and Tenant leases from Landlord certain property and improvements as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property and improvements located at 1006 Wayland Avenue, Windsor, North Carolina ("Building 1") and the real property and improvements located at \_\_\_\_ Barringer Street, Windsor, North Carolina ("Building 2"), both as shown on the attached Exhibit A (collectively, the "Premises").

2. Term. The initial term of this Lease shall be for one hundred eighty (180) months starting on the Effective Date (the "Term"). Tenant shall have eight (8) options to renew this Lease for additional terms of ten (10) years at each option, providing for a total potential maximum lease term of ninety-five (95) years (each a "Renewal Term"). Tenant's renewal options shall renew automatically unless Tenant provides Landlord at least sixty (60) days' written notice prior to any Renewal Term of its intent to terminate the Lease. The Lease may be terminated at any time the Landlord and Tenant mutually agree to terminate the Lease and both parties execute a written instrument memorializing such termination. Tenant may terminate this Lease by providing Landlord five (5) years' written notice during the Term or any Renewal Term.

3. Use of the Premises. Tenant may use and occupy the Premises for the operation of a Christian ministry which, among other things, provides home repair services for low income residents and administrative services related thereto. In no event shall Tenant make any use of the Premises in violation of any law, rule or government regulation, or which constitutes a nuisance to the public. Landlord agrees not to initiate or endorse any rule, regulation, ordinance or law or establish any private restrictive covenant which would adversely affect Tenant's use and enjoyment of the Premises. Landlord warrants that the Premises are not subject to any private restrictive covenants or that if the Premises are subject to restrictive covenants that those covenants permit the use of the Premises for Tenant's intended purpose.

4. Rent. Tenant shall pay no rent for the Premises during the Term or any Renewal Term.

5. Upfit, Maintenance and Repairs. Landlord is providing the Premises and building in its "as-is" condition. Tenant shall, at its sole cost and expense, design, construct and upfit Building 1 for use as a volunteer mission center and such construction and upfit shall be performed by licensed contractors and in compliance with all applicable building codes and regulations. Tenant shall improve the exterior appearance and grounds of Buildings 1 and 2. Following the completion of the renovations on Building 1, Tenant shall refurbish the interior of Building 2 in order to be used as an extension of the activities housed in Building 1, or for some other purpose. Landlord shall remove all personal property from the Premises with ten (10) days of the Effective Date. Any personal property of the Landlord not removed within such period may be disposed of by Tenant. Tenant shall be responsible for all costs and expenses

required to keep the entire Premises in good order and condition throughout the Term and any Renewal Term, provided Landlord shall be responsible for repairs and restoration occasioned by Landlord's own willful act or negligence or by casualty loss or condemnation.

6. Utilities. Landlord shall not be required to furnish any services or utilities to the Premises during the Term or any Renewal Term; provided, however, that Landlord shall use its best efforts to work with Tenant to ensure that adequate utilities (water, electrical, sewage) are available at the Premises.

7. Tenant's Acceptance of Premises. Tenant has had an opportunity to inspect the Premises and accepts the Premises in its "as-is" condition. Tenant shall be entitled to make interior alterations to the Premises in its discretion and may make structural alterations to the Premises without Landlord's consent. Tenant shall provide written notice to Landlord of any such structural alterations. Any work (including interior and structural) performed by Tenant shall be done in a good and workmanlike manner. Tenant shall not at any time permit any work to be performed on the Premises except by duly licensed contractors or subcontractors who are properly and adequately insured. In the event such work results in a claim of lien against Landlord, Tenant shall hold Landlord harmless from such lien or claim of lien. Upon termination of this Lease, all improvements made by Tenant during the Term or any Renewal Term shall remain in the Premises.

8. Damage or Destruction of Premises. If the Premises are rendered uninhabitable by fire or other casualty, Tenant shall have the option to either (a) instruct Landlord to use the insurance proceeds to repair or rebuild the Premises; (b) instruct Landlord to reimburse Tenant from the insurance proceeds the actual out-of-pocket costs of Tenant in connection with upfit work on Building 1 and Building 2; or (b)c terminate the Lease. In the event Tenant elects to terminate the Lease, Tenant shall have the option for sixty (60) days from the date of notice of such termination to purchase the Premises for the tax value of the real property (excluding improvements) on the date of loss.

9. Assignment/Sublease. Tenant may assign this Lease or sublet any portion of the Premises by providing Landlord with at least thirty (30) days prior written notice.

10. Insurance. Landlord shall maintain property and liability insurance on the Premises through the North Carolina Association of County Commissioners Risk Management Pool during the Term and any Renewal Term and shall provide Tenant with a certificate setting forth the coverage limits and types of such insurance. Landlord shall consult with Tenant in determining the appropriate levels of insurance coverage for the Premises and such coverage levels shall be reasonably acceptable to Tenant. During the Term and any Renewal Term, Landlord shall maintain in effect all risk insurance coverage for loss of or damage to the Premises in the amount of its replacement value, which replacement value shall be increased as Tenant's upfit increases the value of the Premises, with such endorsements and deductibles as Landlord determines from time to time. Tenant shall be responsible for insuring the contents inside the Premises.

11. Tenant's Compliance. Tenant shall comply with all applicable laws, ordinances and regulations affecting Tenant's use and occupancy of the Premises and shall hold Landlord harmless from loss, cost or expenses resulting from or occasioned by Tenant's use of the Premises, whether caused by Tenant or by his agents, servants, employees, independent contractors or licensee. Landlord agrees not to initiate or endorse any rule, regulation ordinance or law which would adversely affect Tenant's use and enjoyment of the Premises.

12. Subordination. This Lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate and inferior to any mortgages, deeds of trust, liens and/or encumbrances now or

hereafter placed on the Premises by Landlord, and all advances made under any such liens or encumbrances, the interest payable on any such lien or encumbrance, and any and all renewals or extensions of such liens or encumbrances. Upon Landlord's request, Tenant shall execute any reasonable documents which may be required to evidence such subordination. If Tenant is notified of Landlord's assignment of this Lease as security for a mortgage loan, and of the name and address of the mortgagee or trustee, Tenant shall not terminate or cancel this Lease for any default on the part of Landlord without first: (a) giving notice of its intention to do so to such mortgagee or trustee, the notice to describe in reasonable detail the nature and extent of the default; and (b) affording such mortgagee or trustee a reasonable opportunity to perform on behalf of Landlord its obligations under this Lease.

13. Environmental Laws. Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing. Landlord represents and warrants that on the date of this Lease, the Premises are free of any and all Hazardous Materials. Landlord hereby indemnifies and holds harmless Tenant, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Tenant as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from or on any above ground Premises or gas tanks or gasoline spills or any Hazardous Materials caused by Landlord, its employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises. For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials law or regulation, (b) is regulated, controlled or governed by any governmental agency, (c) is petroleum or a petroleum product, or (d) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials). The warranties and indemnities contained in this paragraph 13 shall survive the termination of this Lease.

14. Signs. Tenant shall have the exclusive right to place Tenant's signs in, on and about the Premises, provided the same are in compliance with the law, and any applicable covenants and restrictions, purchased and installed at the sole cost and expense of Tenant and are removed from the Premises at the expiration or earlier termination of the Term or any Renewal Term and such damages as caused by the removal shall be repaired by Tenant. Tenant shall be responsible for all applications, fees and permits required in conjunction with such signage.

15. Landlord's Access to Premises. Landlord shall have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to examine same, show the Premises to prospective tenants within ninety (90) days prior to the termination date of this Lease or any Renewal Term, allow inspection by mortgagees, and make such repairs, alterations or changes as Landlord deems necessary. Tenant reserves the right to accompany Landlord at all times during any entry by Landlord.

16. Default. In the event Tenant is (a) in breach of any obligation herein set forth and fails to cure such breach within thirty (30) days after written notice thereof from Landlord (or fails to undertake to cure within such thirty (30) day period and diligently pursue to completion such cure if it cannot

reasonably be completed within the thirty (30) day period); or (b) consents to the appointment of a receiver or conservator or have a receiver or conservator appointed for it and such receiver or conservator is not removed within sixty (60) days of its appointment, then in addition to any other lawful right or remedy which Landlord may have, Landlord may without further notice terminate this Lease or repossess the Premises, and with or without terminating, re-let the Premises. All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercising a different or inconsistent remedy. No waiver by Landlord of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time.

17. Quiet Enjoyment. If Tenant complies with each of its obligations hereunder, Tenant shall peacefully have and enjoy the use of the Premises during the Term and any Renewal Term. No action of Landlord in repairing or restoring the Premises shall be deemed a breach of this covenant or give Tenant any right to modify this Lease. Landlord agrees to execute any and all easements or rights of way on, over or under the Premises or any part thereof at Tenant's request which may be needed or required by Tenant in conjunction with Tenant's use and enjoyment of the Premises.

18. Notices. All notices provided for in this Lease shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Landlord: Bertie County  
PO Box 530  
Windsor, NC 27983  
Attn: Scott Sauer, County Manager

If to Tenant: Carolina Rebuilding Ministry  
P.O. Box 924  
Edenton, NC 27932  
Attn: \_\_\_\_\_

19. Miscellaneous. Headings of paragraphs are for convenience only and shall not be considered in construing the meaning of the contents of such paragraph. The invalidity of any portion of this Lease shall not have any affect on the balance thereof. Should Landlord or Tenant institute any legal proceedings against the other for breach of any provisions herein contained, the prevailing party in such action shall in addition to damages be entitled to recover its costs and expenses from the losing party including its reasonable attorney fees in the maximum amount allowed by law. This Lease shall be binding upon the respective parties hereto, and upon their successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties, and any changes hereto must be in writing signed by both parties. Subject to Tenant's right of first refusal, Landlord may sell the Premises without affecting the obligations of Tenant hereunder.

20. Taxes. Both Landlord and Tenant are exempt from the requirement to pay real property taxes, special or other assessments and other governmental charges. In the event any such tax, special or other assessment is levied against the Premises by any governmental authority, Landlord shall be responsible the payment of the same.

21. Holdover. If Tenant remain on the Premises beyond the expiration or earlier termination of the Term or any Renewal Term, such holding over in itself shall not constitute a renewal or extension of this Lease, but such holding over shall be on a month to month basis upon the same terms and conditions in effect.

22. Condemnation. If the whole or any significant part of the Premises is taken or condemned pursuant to eminent domain or any other governmental taking and such taking would materially and detrimentally affect Tenant's use of the Premises during the initial Term, this Lease may be terminated at Tenant's option and Tenant shall be reimbursed for its upfit costs, which reimbursement shall be capped at the amount actually received by Landlord for the taking. In the event only a portion of the Premises are subject to any such taking and the loss of such a portion of the Premises would not materially and detrimentally affect Tenant's use of the Premises, this Lease will not terminate and Tenant shall be reimbursed for its upfit costs, if any, impacted by such taking, which reimbursement shall be capped at the amount actually received by Landlord for the taking. Landlord shall promptly, following any partial condemnation that does not result in a termination of the Lease, restore the Premises as nearly as possible to the condition as existed immediately prior to such taking.

23. Broker Commission. Landlord and Tenant represent and warrant that neither has dealt with or through a Broker in conjunction with this Lease.

24. Jurisdiction and Venue. The parties agree that this Lease is to be interpreted under the laws of the State of North Carolina. In the event that any action of any type, civil or otherwise, becomes necessary to enforce any of the provisions of this action, the parties further agree that the venue of this action shall be in Bertie County, North Carolina.

25. Tenant's Right of First Refusal. In the event Landlord elects to sell or exchange the Premises or any interest therein or portion thereof during the Term or any Renewal Term, Tenant shall have the right of first refusal to purchase that portion of or interest in the property which Landlord has elected to sell or exchange upon the same terms and conditions as any other bona fide offer acceptable to Landlord. Upon receipt of a bona fide offer from a third party that Landlord is willing to accept, Landlord shall give Tenant written notice of said offer, which notice shall include the terms of the offer. Tenant shall have twenty (20) days to provide Landlord with written notice of Tenant's decision to purchase the Premises on those same terms and conditions. If Tenant does not provide such written notice, Landlord shall be free to accept the offer from the third party, and proceed to closing.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year above written.

LANDLORD:  
Bertie County

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

Its: \_\_\_\_\_

TENANT:  
Carolina Rebuilding Ministries

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

Its: \_\_\_\_\_

**EXHIBIT A**  
**PREMISES**



D-3



**§ 163-287. Special elections; procedure for calling.**

(a) Any county, municipality, or any special district shall have authority to call special elections as permitted by law. Prior to calling a special election, the governing body of the county, municipality, or special district shall adopt a resolution specifying the details of the election, and forthwith deliver the resolution to the local board of elections. The resolution shall call on the local board of elections to conduct the election described in the resolution and shall state the date on which the special election is to be conducted. In setting the date, counties, municipalities, and special districts are encouraged to set a date that will result in the highest possible voter turnout. However, the special election may be held only as follows:

- (1) At the same time as any other State or county general election.
- (2) At the same time as the primary election in any even-numbered year.
- (3) At the same time as any other election requiring all the precincts in the county to be open.
- (4) At the same time as a municipal general election, if the special election is within the jurisdiction of the municipality only.

(b) Legal notice of the special election shall be published no less than 45 days prior to the special election. The local board of elections shall be responsible for publishing the legal notice. The notice shall state the date and time of the special election, the issue to be submitted to the voters, and the precincts in which the election will be held. This subsection shall not apply to bond elections.

(c) The last sentence of subsection (a) of this section shall not apply to any special election related to the public health or safety, including a vacancy in the office of sheriff or a bond referendum for financing of health and sanitation systems, if the governing body adopts a resolution stating the need for the special election at a time different from any other State, county, or municipal general election or the primary in any even-numbered year.

(d) The last sentence of subsection (a) of this section shall not apply to municipal incorporation or recall elections pursuant to local act of the General Assembly.

(e) The last sentence of subsection (a) of this section shall not apply to municipal elections to fill vacancies in office pursuant to local act of the General Assembly where more than six months remain in the term of office, and if less than six months remain in the office, the governing board may fill the vacancy for the remainder of the unexpired term notwithstanding any provision of a local act of the General Assembly.

(f) This section shall not impact the authority of the courts or the State Board to order a new election at a time set by the courts or State Board under this Chapter. (1971, c. 835, s. 1; 1973, c. 793, s. 86; 1993 (Reg. Sess., 1994), c. 762, s. 65; 2011-31, s. 7; 2013-381, s. 10.1; 2014-111, s. 17.5(a); 2017-6, s. 3; 2018-146, s. 3.1(a), (b).)

**§ 105-511.2. Local election on adoption of sales and use tax.**

(a) Resolution. – The board of commissioners of a county may direct the county board of elections to conduct an advisory referendum within the county on the question of whether a local sales and use tax at the rate of one-quarter percent (1/4%) may be levied in accordance with this Part. The election shall be held on a date jointly agreed upon by the boards and shall be held on a date permitted by and in accordance with the procedures of G.S. 163A-1592. The board of commissioners shall hold a public hearing on the question at least 30 days before the date the election is to be held.

(b) Ballot Question. – The form of the question to be presented on a ballot for a special election concerning the levy of a tax authorized by this Article shall be:

" FOR  AGAINST

One-quarter percent (1/4%) local sales and use taxes, in addition to the current local sales and use taxes, to be used only for public transportation systems." (2009-527, s. 2(b); 2013-381, s. 10.13; 2017-6, s. 3.)

SAMPLE

**RESOLUTION CALLING FOR SPECIAL ELECTION TO  
CONSIDER AN ADDITIONAL ONE-QUARTER CENT COUNTY SALES  
AND USE TAX**

**WHEREAS**, the General Assembly pursuant to N.C.G.S. 5105-535 *et seq.* has authorized County Boards of Commissioners across the State of North Carolina to levy a One Quarter Percent (.25%) County Sales and Use Tax contingent on a referendum in which the majority of those casting ballots voted for the levy of the tax;

**WHEREAS**, the Bertie County Board of Commissioners have determined that the citizens of Bertie County should be entitled to determine whether or not they wish to have said One Quarter Percent (.25%) County Sales and Use Tax adopted as the same could be used to assist in financing public projects; including public education and teacher supplements;

**WHEREAS**, pursuant to N.C.G.S. 5163-287, a county has the authority to call special elections as permitted by law if the governing body of the County adopts a

Resolution specifying the details of the election and forthwith delivers a copy of the Resolution to the local Board of Elections;

**WHEREAS**, under said statute, the Resolution shall call on the local Board of Elections to hold the election described in the said Resolution and shall set the date on which the special election is to be conducted;

**WHEREAS**, the special election may be held at the same time as any other county, state, or municipal general election or at the same time as a primary election in any even given year;

**WHEREAS**, there is a midterm election to be held in Bertie County on November 6, 2018 and the County would have adequate time to provide the public notice required by N.C.G.S. 5163-287 (b); and

**WHEREAS**, it would be in the best interest of the citizens of Bertie County to determine whether or not to adopt said County Sales and Use Tax.

**NOW THEREFORE**, be it resolved by the Bertie County Board of Commissioners that:

1. Pursuant to N.C.G.S. 5163-287 (a), Bertie County hereby calls a special election to be held on May 8, 2018 to determine whether or not a majority of the voting citizens of Bertie County favor or oppose the levy of said One Quarter Percent (.25%) County Sales and Use Tax;
2. The question to be placed on the ballot and determined by the voting citizens of Bertie County in said referendum will be:

**QUESTION:** Should Bertie County levy an additional local sale and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes

For: \_\_\_\_\_  
Against: \_\_\_\_\_

3. The local Board of Elections conducting the primary election on November 6, 2018 will conduct an election on this question on November 6, 2018 which election shall be held at the same time and at the same locations as the primary election in the year 2014 and 2016.
4. Scott T. Sauer, the Bertie County Manger, is directed to forthwith deliver a certified copy of this Resolution to the Bertie County Board of Elections.

Said Resolution was introduced by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_ and unanimously adopted this the 2<sup>nd</sup> day of July, 2018.

**ATTEST:**

**BERTIE COUNTY**

\_\_\_\_\_  
Sarah Tinkham, Clerk to the Board  
Bertie County Board of Commissioners

\_\_\_\_\_  
Ernestine Bazemore, Chair  
Bertie County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

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

Witness my hand and notarial seal or stamp, this \_\_\_\_\_ day of July, 2018.

\_\_\_\_\_  
Notary Public

Printed Name  
\_\_\_\_\_

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

(NOTARIAL SEAL/STAMP)

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_\_\_\_\_ day of July, 2018, I served a certified true copy of **RESOLUTION CALLING FOR SPECIAL ELECTION TO CONSIDER AN ADDITIONAL ONE-QUARTER PERCENT COUNTY SALES AND USE TAX** upon Sheila Holloman, Director to the Board of Elections by hand delivery.

By: \_\_\_\_\_  
Scott T. Sauer  
Bertie County Manager

**SECTION 31.17.(b) Subchapter VIII of Chapter 105** of the General Statutes is amended by adding a new Article to read:

"Article 46.

"One-Quarter Cent (1/4¢) County Sales and Use Tax.

**"§ 105-535. Short title.**

This Article is the One-Quarter Cent (1/4¢) County Sales and Use Tax Act. "

**"§ 105-536. Limitations.**

This Article applies only to counties that levy the first one-cent (1¢) sales and use tax under Article 39 of this Chapter or under Chapter 1096 of the 1967 Session Laws, the first one-half cent (1/2¢) local sales and use tax under Article 40 of this Chapter, and the second one-half cent (1/2¢) local sales and use tax under Article 42 of this Chapter.

(a) Authority. - If the majority of those voting in a referendum held pursuant to this Article vote for the leu of the tax, the board of county commissioners may, by resolution and after 10 days' public notice, levy a local sale and use tax at a rate of one-quarter percent (0.25%).

(b) Vote. - The board of county commissioners may direct the county board of elections to conduct an advisory referendum on the question of whether to levy a local sales and use tax in the county as provided in this Article. The election shall be held on a date jointly agreed upon by the board of county commissioners and the board of elections and shall be held in accordance with the procedures of G.S. 163-287.

(c) Ballot Question. - The form of the question to be presented on a ballot for a special election concerning the levy of the tax authorized by this Article shall be:

[ ] FOR [ ] AGAINST

Local sales and use tax at the rate of one-quarter percent (0.25%) in addition to all other State and local sales and use taxes.'

Cd) Limitation. - A tax levied under this Article may not be in effect in a county at the same time as a tax levied under Article 60 of this Chapter.

**"§ 105-538. Administration of taxes.**

Except as provided in this Article, the adoption, levy, collection, administration, and repeal of these additional taxes must be in accordance with Article 39 of this Chapter. A tax levied under this Article does not apply to the sales price of food that is exempt from tax pursuant to G.S. 105-164.13B. The Secretary shall not divide the amount allocated to a county between the county and the municipalities within the Notwithstanding the provisions of G.S. 105-467(c), during the 2008 calendar year a tax levied under this Article may become effective on the first day of any calendar quarter so long as the county gives the Secretary at least 60 days' advance notice of the new tax levy. "

**SECTION 31.17.(c) G.S. 105-164.15A reads as rewritten:**

**"§ 105-164.15A. Effective date of rate changes for services and items taxed at combined general rate.**

(a) Services. - The effective date of a rate change for a service taxable under this Article is administered as follows:

- (1) For a rate increase, the new rate applies to the first billing period that starts on or after the effective date. For a service billed after it is provided, the first billing period starts on the effective date. For a service billed before it is provided, the first billing period starts on the first day of the month after the effective date.
- (2) For a rate decrease, the new rate applies to bills rendered on or after the effective date.

(b) Combined Rate Items. - The effective date of a rate change for an item that is taxable under this Article at the combined general rate is the effective date of any of the following:

- (1) The effective date of a change in the State general rate of tax set in G.S. 105-164.4.
- (2) For an increase in the authorization for local sales and use taxes. the date on which local sales and use taxes authorized by Subchapter VIII of this Chapter for every county become effective in the first county or group of counties to levy the authorized taxes.
- 3) For a repeal in the authorization for local sales and use taxes. the effective date of the repeal. "

**SECTION 31.17.(d) This section is effective when it becomes law.**





D-4

**CONTRACT FOR SERVICES  
SPECIAL PROJECT CONSULTATION**

THIS AGREEMENT made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Bertie County, a body politic formed and existing under the laws of the State of North Carolina, (hereinafter the "County"), and Scott Sauer, (hereinafter the "Consultant").

WITNESSETH:

Whereas, the County desires the services of Scott Sauer to provide special project consultation and otherwise assist the Interim County Manager as needed; and

Whereas, Scott Sauer is qualified to provide such services as the former County Manager and desires to provide such services.

Now, therefore, for and in consideration of the mutual covenants and considerations set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. The services to be provided by the Consultant under the terms of this Agreement are:
  - a. to provide special project consultation; and
  - b. to provide ongoing technical support and advice on county matters as needed by the Interim County Manager.
  - c. The Consultant's schedule of hours, including the number of hours per week and the time of day that those hours will be worked, and the Consultant's location of workplace, whether on location in the County or remote from another location, will be decided on a day-to-day basis by the Interim County Manager at his discretion.
2. Consideration. The County shall pay to the Consultant the following:
  - a. Five thousand Dollars (\$5,000.00) per month payable at the end of each month.
3. Term. The initial term of this Agreement shall be for three months, from December 1, 2019 through February 29, 2020. At the end of the initial term, the agreement may be renewed month-to-month by either party giving notice to the other at least 10 days before the last day of the month.
4. Termination. This Agreement may be terminated in writing, without the fault of either party, at any time by either party giving the other 10 days written

notice. However, any and all consideration due and owing must be paid at the time of termination.

5. Notice. Any notice required to be given pursuant to this agreement will be in writing and hand delivered or mailed by certified mail to:  
County:  
Bertie County, North Carolina  
P.O. Box 530  
Windsor, North Carolina 27983  
  
Consultant:  
Scott Sauer  
Post Office Box 101  
Windsor, North Carolina 27983
6. Availability of funds. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth and the Agreement shall automatically terminate if funds cease to be available.
7. Relationship between the parties. For purposes of this Agreement, the Consultant is not an agent of the County and the County is not an agent of the Consultant. The Consultant is an independent contractor who has contracted to perform the services described in paragraph 1 above and as such shall be responsible for all income taxes related to the County's payment to Consultant. The parties specifically acknowledge that the services provided by Consultant are not subject to direction from the County, that Consultant will exercise his independent judgment in providing said services and that he is an independent contractor and not an employee of Bertie County. The Consultant shall provide to the County a signed and completed W-9 Form upon the execution of this Agreement.
8. Benefits. The County is not responsible for any insurance or other fringe benefits, including, but not limited to, social security, worker's compensation, state unemployment, federal and state income tax withholdings, retirement or leave benefits, for the Consultant.
9. Choice of laws. This Agreement shall be deemed made in Bertie County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court in Bertie County, North Carolina.
10. Indemnification. The Consultant hereby expressly agrees and covenants to hold harmless and indemnify the County, its officers, agents, and employees from and against any and all costs, liability, demands, claims, damage, and expenses of any

nature or any kind (including, but not limited to, indebtedness, penalties, fines, County costs and reasonable legal fees), incurred in connection with this Agreement or that arise out of any act or omission of the Consultant or any of its employees or agents.

11. Right to Audit. The Consultant shall keep (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of accounts in accordance with generally accepted accounting principles. The Consultant's documentation and books of account related to this Agreement shall be open Monday through Friday from 9:00 a.m. until 5:00 p.m. for inspection by the County or its designated agents to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed. The documentation and books of accounts shall be retained by the Consultant for a period of three (3) years after the date of termination of this Agreement and shall also be available during the same times and conditions for review by the County or its designated agents.
12. Compliance with laws. Consultant shall be responsible for compliance with all State, Federal and local laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of the business and work performance under this Agreement.
13. Non-waiver. The failure of the County in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future right to insist upon the strict performance of the terms of this Agreement or to exercise any option.
14. Non-discrimination. During the performance of this Contract, Consultant agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
15. Assignment. This Agreement may not be assigned by either party without the prior written approval of all parties.
16. Entire Contract; Amendment. This Contract and any exhibits and amendments annexed hereto represent the entire agreement between the parties and supersede all prior oral and written statements or agreements. This Contract may be amended only in writing duly executed by the County and Consultant.
17. Binding effect. The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors and assigns

IN WITNESS WHEREOF, the parties have executed this Contract in duplicate originals, one of which is to be retained by the County, and one of which is to be retained by Consultant, effective as of the day and year first above written.

CONSULTANT:

\_\_\_\_\_(SEAL)  
Scott Sauer

COUNTY:

Bertie County

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

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

Provisions for the payment of this Agreement have been made by an appropriation duly made as required by the "Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
William Roberson, County Finance Director