

**NORTHAMPTON COUNTY
REGULAR SESSION
August 1, 2016**

Be It Remembered that the Board of Commissioners of Northampton County met on August 1, 2016 with the following present: Fannie Greene, Joseph Barrett, Chester Deloatch, and Robert Carter.

Others Present: Kimberly Turner, Scott McKellar and Komita Hendricks

Absent: Virginia Spruill

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairwoman Greene called upon County Manager Kimberly Turner for input. Ms. Turner had no changes.

Regular Session:

Chairwoman Greene called the meeting to order, welcomed everyone, and announced when citizens could make comments. Chairwoman Greene gave the Invocation, and the Pledge of Allegiance was recited.

Approval of Regular Session Minutes for July 18, 2016:

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the Regular Session Minutes for July 18, 2016. **Question Called: All present voting yes. Motion carried.**

Approval of Agenda for August 1, 2016:

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the agenda for August 1, 2016 as is. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene recessed the regular session to go into a Public Hearing.

Chairwoman Greene closed the Public Hearing to reconvene into regular session.

REA Tower Lease:

Mr. Ronnie Storey, Emergency Management Director appeared before the Board to obtain approval to enter into a rental contract with REA to rent antenna and equipment space for the Radio Improvement Plan repeater site in the Southeast corner of the County. Mr. Storey stated that the lease is \$25.00 a month which is standard fee.

County Manager Kimberly Turner questioned where was the fee scheduled located and asked if it could be printed and attached to the contract.

County Attorney Scott McKellar stated that the only concern he has was the contract didn't included the fee; however it referenced another document for the fee schedule. County Attorney Scott McKellar recommended attaching the fee schedule as Appendix 2 with the contract.

A motion was made by Joseph Barrett and seconded by Robert Carter to approve the Tower Lease Agreement which identifies the lease with regards to Appendix 2 attached to the contract.

Question Called: *All present voting yes.* **Motion carried.**

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

DRAFT

Decision Paper

To: Northampton County Board of Commissioners
From: Ronald P Storey Jr, Emergency Management Director
Re: Tower Lease Contract
Date: July 7, 2016

Purpose: To respectfully request permission to enter into a rental contract with Roanoke Electric Membership Corporation to rent antenna and equipment space for the Radio Improvement Plan repeater site in the Southeast corner of the County.

Facts:

1. The monthly rental fee is \$25.00 per month which includes space for antennas on the 120' tower and the use of a weatherproof, climate controlled building with back-up power to house the radio equipment.
2. This Lease is eligible for yearly renewal.
3. This contract has been reviewed by the County Attorney, Mr. McKellar, and some of his recommended changes were made. He advised he would address any concerns during the presentation.
4. The tower is located at the old REA site, 409 N Main Street, Rich Square, NC 27869.
5. Rental fees will be paid from the Communications Radio Budget.

Recommendation: I recommend we enter into this contract in order to improve the public safety radio communication in the County.

Respectfully Submitted,


Ronald P Storey, Jr
Emergency Management Director

Coordination:

County Manager

Concur: Kimberly R. [Signature] 7/7/16

Concur with Comment: _____

Disagree: _____

Finance Director

Concur: Andie A. Edwards 7/7/16

Concur with Comment: _____

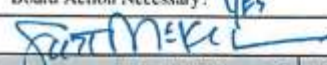
Disagree: _____

Action by the Decision Maker

Approve: _____

Disapprove: _____

Other: _____

NORTHAMPTON COUNTY CONTRACT CONTROL SHEET		CONTRACT/VENDOR Roanoke Electric Membership Corp	
VENDOR #	NC	Address	P O Box 1326, Ahoskie, NC 27910
		Contact	Travis Pickrell
		5 pages	Originals _____ 0 _____ Copies
CONTRACT #	REA Tower Space	Amount \$	\$25+Tax Per Month
New Contract	Yes		
Renewal		Date originally approved by the Board of Commissioners _____	
Cost or Material Changes _____			
Original Contract sent to Contract Administrator		Date: 4/27/2016	
Originating Department/Individual:	EM Ronald Storey	Item or Service:	Rent Tower Space on RS Tower
Department Involved:	EM & Communications	Type of Contract:	Lease Agreement
Line Item Budgeted:	114326-535200	Period of Coverage:	1 Year with yearly renewals
GRANTS			
Board approval for Application	Approved _____	Set _____	Verified _____
Board approval for Acceptance	Approved _____	Set _____	Verified _____
COUNTY ATTORNEY	Date Received: 4/28/2016	Date Approved: 5/24/2016	
Approved as to Form:	YES	Approved as to Legal Sufficiency:	YES
Revisions Necessary?	YES	Board Action Necessary?	YES
Date Revisions were made?	5/24, By Atty.		
FINANCE	Date Received: 07/11/16	Date Audited	07/15/16
Non encumbered contract	Yes _____ No _____		
ASSISTANT COUNTY MANAGER	Date Received _____	Date Approved: _____	
COUNTY MANAGER	Date Received 7/15/16	Date Approved: 7/15/16	
BOARD OF COMMISSIONERS	CLERK TO THE BOARD	7/15/16	
Date approved by Board	Date Received _____	Date Attested: _____	
CONTRACT ADMINISTRATOR			
Attorney _____	Finance _____	Asst Cty Mgr _____	Cty Mgr _____ Clerk _____
Outside Agency Signatures:	Date Sent : _____	Date received: _____	
Copies Delivered to Appropriate Departments:	ORIGINATING _____	FINANCE _____	
Original to Outside Agency:	(Departments to deliver)	Date: _____	
File County Original / Add to Database:		Date: _____	
NOTES:			
_____ copies sent to originating department with instruction to obtain signatures and return 1 executed original to Legal _____ copies sent to originating departments with note to forward to vendor			
PROBLEMS:			
Corrective Action:		Date: _____	
		Initial: _____	

**Roanoke Electric Cooperative
TOWER LEASE AGREEMENT (the "Agreement")
for
<<Tower location or designation>> (the "Site")**

Lessor leases to Lessee, a portion of the Site to do the following: *[Check and initial appropriate boxes]*

- ☐ Land consisting of approximately _____ square feet upon which Lessee will install their equipment sheltering structure
- ☐ Building interior space consisting of approximately _____ square feet
- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for placement of base station equipment
- ☐ Tower antenna Space at _____ feet.
- ☐ Space required for cable runs to connect facility equipment and _____ antennas

at the Site, together with a non-exclusive easement for reasonable access thereto and to the appropriate source of electric facilities. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service system facility, including, without limitation, antenna equipment, cable wiring, and related fixtures. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants or facilities.

1. **Term.** The term of this Agreement (the "Initial Term") is one calendar (1) year, commencing on date both Lessee and Lessor have executed this Agreement. This Agreement will automatically renew for additional one (1) calendar year periods and shall continue until either party elects to terminate this Agreement in writing at least thirty (30) days prior to its expiration.
2. **Rent.** Rent (as hereinafter defined) will commence upon (check only one)
 - ☐ the execution of this Agreement,
 - ☐ the construction start date,
 - ☐ completion of the installation of Lessee's Antenna Facilities, or
 - ☐ _____, 20__

(the "Rent Commencement Date"). Thereafter, the monthly Rent will be paid in equal monthly installments in advance. "Rent" shall be defined as

an amount equivalent to the then current Basic Facilities Charge, as that amount is set forth in Appendix 2 to Lessor's Rate Schedules.

Rent payments must be sent to the address beneath Lessor's signature or, if preferred by Lessor, paid via electronic transfer to the Lessor's bank account as directed by the Lessor. In the event of an excessive number of late Rent payments, in the sole discretion of Lessor, Lessee can be required to pay the balance of the term in full when the next Rent payment is due and to prepay Rent for each successive renewal term.

3. **Title and Quiet Possession.** Lessor represents and agrees (a) that it is the Lessor of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access the Site at all reasonable times, as determined by Lessor, and to the quiet possession of its leasehold throughout the initial term and each renewal term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Lessor will upon sale or transfer of the underlying property, provide an assignment letter to Lessee that instructs Lessee to make future rent payments to the transferee.
4. **Assignment/Subletting.** Lessee shall not have the right to sublease and/or assign its rights under this Agreement without notice to and consent of Lessor.
5. **Notices** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by recognized overnight carrier to the addresses specified below. Notices, requests, demands and other communications may also be given by facsimile transmission, provided that notice is concurrently given by one of the above methods. Communication by electronic or computerized mail shall not be accepted as effective notice under this Agreement. Notices to a party must be sent to the address shown underneath the party's signature or as later designated in writing.
6. **Improvements.** Lessee may, with advance approval by Lessor and at its sole expense, make such improvements on the Site, as it deems necessary from time to time, for the operation of the facility. Upon termination or expiration of this Agreement for any reason, Lessee shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
7. **Removal of Equipment or Improvements.**
 - 7.1. IN THE EVENT LESSEE FAILS TO REMOVE ALL OF ITS EQUIPMENT AND IMPROVEMENTS WITHIN FIFTEEN (15) DAYS OF THE EXPIRATION OF THIS AGREEMENT, LESSOR SHALL HAVE THE AUTHORITY TO REMOVE SUCH EQUIPMENT AND IMPROVEMENTS AND INVOICE LESSEE FOR THE SAME.
 - 7.2. LESSEE AGREES LESSOR SHALL INCUR NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO LESSEE'S BUSINESS, EQUIPMENT, OR IMPROVEMENTS RESULTING FROM LESSOR'S REMOVAL OF LESSEE'S EQUIPMENT OR IMPROVEMENTS AS PERMITTED BY THIS PROVISION 7.
8. **Compliance with Laws.** Lessor represents that Lessor's property (including the Site), and all Lessor-constructed improvements located thereon, are in substantial compliance with building, life/safety, disability, and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws, including any requirements imposed by Lessor, relating to its use of the Site.
9. **Standard of Work.** All work shall conform to the methods and procedures described in the Motorola document *Standards and Guidelines for Communications Sites* (Motorola Part Number 68-81089E50). Electrical work shall meet requirements of the most current edition of NFPA 70, the National Electrical Code. Any emergency back-up generator shall meet requirements of the most current editions of NFPA 37, Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines and NFPA 110, Standard for Emergency and Standby Power Systems.

10. **Proof of engineering competency.** The Lessor shall be sole arbiter of situations arising from disputes as to the competency of engineering of proposed additions such as antennas, batteries, cabling, electrical equipment, generators, penetrations, racks, support structures, and transfer switches. This list is not intended to be all-inclusive.
11. **Interference.** Lessee will resolve technical interference problems with other equipment located at the Site on the commencement date or any equipment that becomes attached to the Site at any future date when Lessee desires to add additional equipment to the Site.
12. **Emergent termination of interference.** As this Site may support multiple public safety communications systems, the Lessor reserves the right to remove power (both normal and emergency) from any Lessee installed equipment in order to prevent interference to a public safety communications system. Lessee shall clearly mark disconnecting means for both normal and emergency power in order to minimize damage to Lessee equipment.
13. **Utilities.** Lessor represents that utilities adequate for Lessee's use of the Site are available. Lessor will pay for all utilities used by it at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
14. **Termination.** Lessor may terminate this Agreement at any time by 60 day notice to Lessee without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority, quasi governmental authority, or any third party to operate the installed equipment, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessee, for any other reason including technical, regulatory and business reasons, in its sole discretion, determines to terminate this Agreement. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper Lessorship or authority, or such termination is a result of Lessor's default.
15. **Default.** If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.
16. **Indemnity.** Lessee will indemnify Lessor against and holds Lessor harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of this lease, use and/or occupancy of the Site by Lessee. This indemnity does not apply to any claims arising from the reckless indifference to the consequences of Lessor's actions or intentional misconduct of the Lessor. The indemnity obligations under this Paragraph will survive termination of this Agreement.

17. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site.
18. **Taxes.** Lessor will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to Lessor any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within 60 days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real estate taxes and payment of the real estate taxes by Lessor. Lessor will pay when due all other real estate taxes and assessments attributable to the property of Lessor of which the Site is a part and will provide Lessee with proof of such payments.
19. **Insurance.** Lessee will procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within 30 days of written request. Lessee warrants that cancellation will not occur without at least 15 days prior written notice to Lessor.
20. **Maintenance.** Lessee will be responsible for repairing and maintaining any improvements or equipment installed by Lessee at the Site in a proper operating and reasonably safe condition.
21. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement, including any successor by merger or sale of assets; (b) this Agreement is governed by the laws of the state of North Carolina and any lawsuit shall be brought in a court in North Carolina; (c) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; (d) any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
22. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.
23. **Authority.** Each party hereby represents and warrants to the other that the undersigned person is duly authorized to execute this Lease Agreement by and on behalf of such party.

[Signature Page Follows]

LESSOR:

Roanoke Electric Membership Corporation
PO Box 1326
Ahoskie, NC 27910

518 NC Hwy 561 West
Aulander, NC 27805

By: _____

Name: _____

Title: _____

LESSEE:

Name: _____

Address: _____

By: _____

Name: _____

Title: _____

This instrument has been pre-audited in the manner as

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

Financial Assistance Contracts for Volunteer Departments:

Mr. Ronnie Storey, Emergency Management Director, appeared before the Board to obtain approval for the contracts/applications for the Volunteer Departments for designated funds for Fiscal Year 2016-2017. The total for all Volunteer Departments is \$28,500.00 (\$14,500 for fire departments and \$14,000 for EMS squads).

A motion was made by Robert Carter and seconded by Joseph Barrett to approve these contracts/applications for the Fire Departments and EMS squads for the designated funds for Fiscal Year 2016-2017. **Question Called:** *All present voting yes.* **Motion carried.**

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

Decision Paper

To: Northampton County Board of Commissioners
From: Ronald P Storey Jr, Emergency Management Director
Re: Fire Department and EMS Squad Financial Assistance Contracts/Applications
Date: July 7, 2016

Purpose: The purpose of this decision paper is to obtain approval from the Northampton County Board of Commissioners for the contracts/applications for the Fire Departments and EMS Squads for designated funds for FY16-17.

Facts:

1. A Resolution adopted by the Board of Commissioners on March 17, 1980 sets out the process for the approval of the Fire Departments' contracts and the EMS Squads' applications for financial assistance pending a review of the performance record of each Fire Department/EMS Squad. Performance charts of Fire Departments and EMS Squads for July 1, 2015 – June 30, 2016 are included with this package.
2. Northampton County requires all Fire Departments and EMS Squads operating within the County to submit a contract/application annually in order to receive their designated funds.
3. We have 10 Fire Departments that consist of Roanoke Wildwood, Gaston, Garysburg, Jackson, Lasker, Rich Square, Seaboard, Severn, Woodland, Conway and 3 EMS Squads that consist of Conway/Severn, Eastside, and Gaston.
4. Contributions in the amount of \$14,500.00 for the Fire Departments and \$14,000.00 for the EMS Squads (\$28,500.00 total) are included in the FY16-17 budget.
5. Contracts/applications were received by the May 15, 2016 deadline from the following departments requesting their designated funds:

• Roanoke Wildwood VFD	\$850
• Gaston VFD	\$850
• Garysburg VFD	\$850
• Jackson VFD	\$850
• Lasker VFD	\$850
• Rich Square VFD	\$850
• Seaboard VFD	\$850
• Severn VFD	\$3850
• Woodland VFD	\$850
• Conway VFD	\$3850
• Conway Severn EMS	\$4667
• Eastside EMS	\$4667
• Gaston EMS	\$4667
6. The aforementioned funds are not the funds the Fire Departments receive through their Fire Service District Tax. If approved the funds will be processed for payment in October 2016.

Recommendation: I recommend the approval of these Contracts/Applications pending the Boards satisfaction with each Fire Department's/EMS Squad's performance.

Respectfully Submitted,



Ronald P Storey, Jr
Emergency Management Director

Coordination:

County Manager

Concur:  _____

Concur with Comment: _____

Disagree: _____

Finance Director

Concur:  _____

Concur with Comment: _____

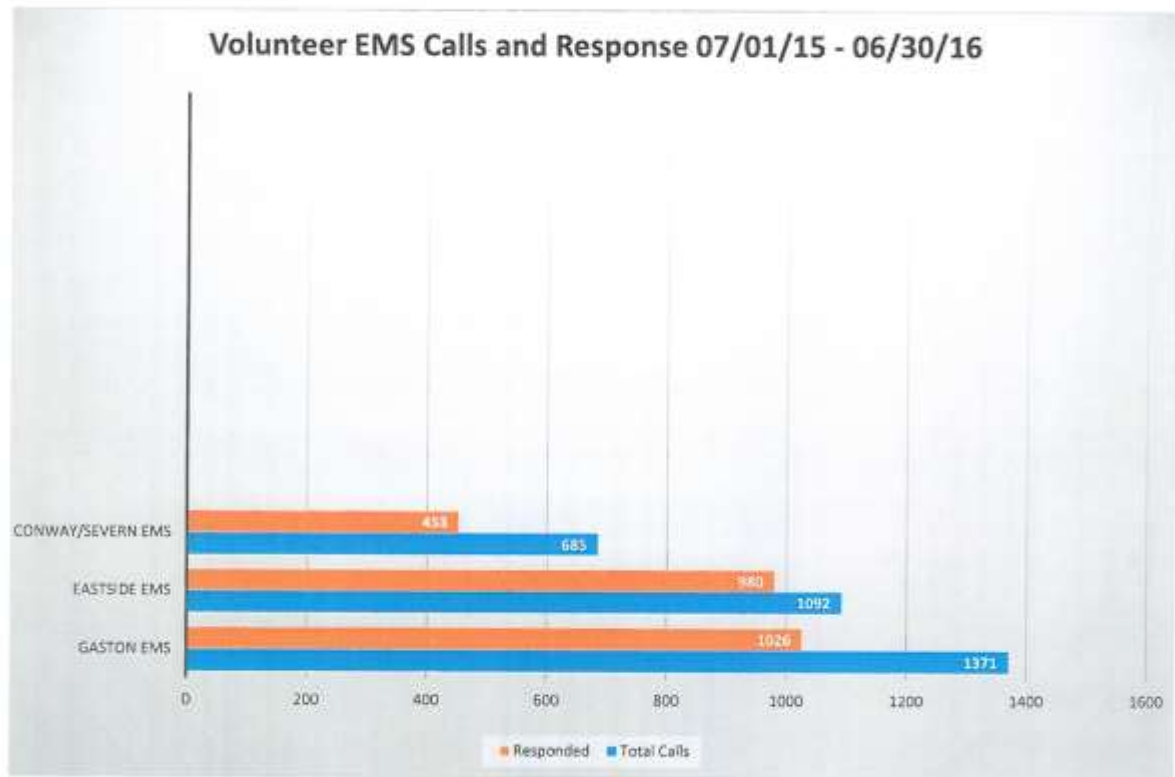
Disagree: _____

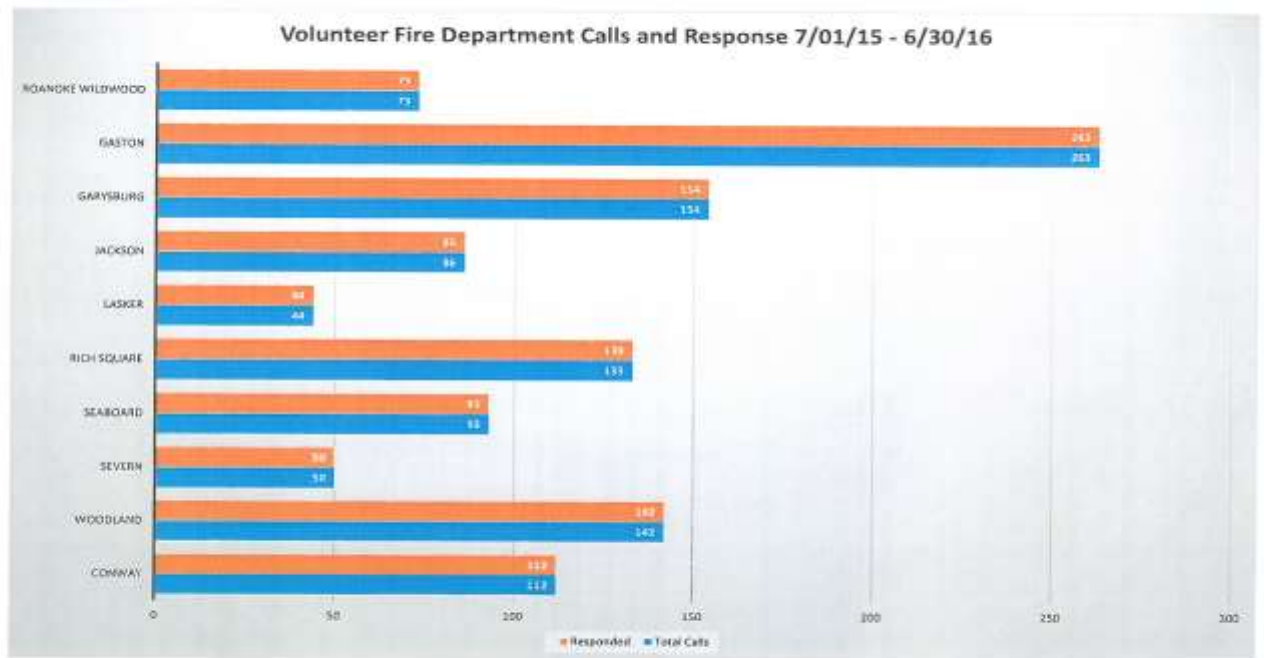
Action by the Decision Maker

Approve: _____

Disapprove: _____

Other: _____





OK

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

Application is hereby made by the Conway/Severn Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Conway/Severn Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Conway/Severn Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:

Kelly Sykes
Secretary

Barry Fogarty
Commander

Date: 4/20/16

-For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Conway/Severn Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2016.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # 1249
Code # 114371 - 560100
Amount \$ _____
Approval _____

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

Application is hereby made by the Eastside Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Eastside Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Eastside Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:

Philip Datta
Secretary

[Signature]
Commander

Date: 4-18-16

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Eastside Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2016.

ATTEST:

Clerk to the Board

Chairperson

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

P

Finance Officer

Vendor # 17444
Code # 114371 - 561100
Amount \$ _____
Approval _____

**Application For Financial Assistance
To An Incorporated Rescue Squad
Pursuant To Resolution Adopted By The
Board of Commissioners Of Northampton County**

Application is hereby made by the Gaston Incorporated Rescue Squad for financial assistance under the provisions of the aforesaid resolution for providing financial assistance to certain Rescue Squads in the County.

The Gaston Incorporated Rescue Squad hereby agrees to give assistance to the residents of Northampton County located outside the incorporated town limits.

In witness whereof, the Gaston Incorporated Rescue Squad has caused this application to be duly executed in its name and by the undersigned officers.

ATTEST:

Time Bailey
Secretary

Renee C. Johnson
Commander

Date: 4/24/16

For County Use Only

The Board of Commissioners of Northampton County, in accordance with the provisions of the aforesaid resolution and on the basis of the Rescue Squad's past record, hereby approves the application of the Gaston Incorporated Rescue Squad for financial assistance which shall begin on July 1, 2016.

ATTEST:

Clerk to the Board

Chairperson

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

Finance Officer

Vendor # 2542
Code # 114371 - 560500
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Roanoke Wildwood Fire Department, hereinafter called the Department.

Witneseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of 2 FIRE TRUCKS and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Roanoke Wildwood Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Jaylon Melson *Robert K. Hedgworth*
Secretary President, Roanoke Wildwood Fire Dept.

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

Finance Officer Vendor # 1246
Code # 114340 - 569310
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Gaston Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of PUMP and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Gaston Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the 19 day of APRIL, 20 16.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Kristen Clark
Secretary

Phil [Signature]
President, Gaston Fire Dept.

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

Finance Officer

Vendor # 1241
Code # 114340 - 569305
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Garvsburg Fire Department, hereinafter called the Department,

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Pumper-Tanker and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Garvsburg Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20 ____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 30th day of April, 2016.

ATTEST:

Lela Arday
Secretary

Hamilton & Daniel
President, Garvsburg Fire Dept.

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

Finance Officer

Vendor # 1245
Code # 114340-569309
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Jackson Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of fire engine and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Jackson Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Murray Gordon
Secretary

[Signature]
President, Jackson Fire Dept.

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

Finance Officer

Vendor # 1243
Code # 114340-569307
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Lasker Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of 2 fire engines + 1 equipment truck and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party ~~at the end of~~ any fiscal year by giving 180 days written notice of its intent to ~~so terminate~~ to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Lasker Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Carelyn Outland
Secretary

Michael Smith
President, Lasker Fire Dept.

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

Finance Officer

Vendor # 1244
Code # 114340-569308
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Rich Square Fire Department, hereinafter called the Department,

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of two 2 1/2 engine and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Rich Square Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

William T. Rhee
Secretary

Linda Lasseter
President, Rich Square Fire Dept.

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

Finance Officer

Vendor # 1237
Code # 114340-569301
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Seaboard Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of all available equipment and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Seaboard Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

[Signature]
Secretary

[Signature]
President, Seaboard Fire Dept.

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

Finance Officer

Vendor # 1238
Code # 114340-569302
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Severn Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of a pumper & tanker engine, and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$3,850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Severn Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the 22nd day of May, 20 16.

ATTEST:

Allen Taylor
Secretary

Dennis Ray Woodard
President, Severn Fire Dept.

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

Finance Officer

Vendor # 1242
Code # 114340-569306
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Woodland Fire Department, hereinafter called the Department.

Witnesseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Tanker/Pumps and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Woodland Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the 5 day of May, 2016.

ATTEST:

Kym Bryant
Clerk to the Board

[Signature]
Chairperson, Board of Commissioners

This the 9 day of May, 2016.

ATTEST:

[Signature]
Secretary

[Signature]
President Woodland Fire Dept.

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

Finance Officer

Vendor # 1240
Code # 114340-569304
Amount \$ _____
Approval _____

**Contract For County Fire Service
From Incorporated Department**

North Carolina
Northampton County

This Contract, made and entered into this the 1st day of July, 2016 by and between the County of Northampton, herein called the County, and the Conway Fire Department, hereinafter called the Department.

Witneseth:

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The Department agrees to furnish and provide continuing fire protection service to property within its Service Area by dispatching upon call of any resident or property owner within the said Service Area equipment consisting of Pumper/Tanker and adequate personnel to operate same.
2. The County agrees to make a contribution to the Department in the amount of \$3,850 annually.
3. This Contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

In witness whereof the County of Northampton has caused these presents to be signed in its name by its Chairman and attested by its Clerk and Conway Rural Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

This the _____ day of _____, 20____.

ATTEST:

Clerk to the Board

Chairperson, Board of Commissioners

This the _____ day of _____, 20____.

ATTEST:

Leatha Martin
Secretary

Dennis L. Gann
President, Conway Fire Dept.

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

Finance Officer

Vendor # 1239
Code # 114340-569303
Amount \$ _____
Approval _____

Public Hearing- Fineline Industries Short-Term Lease

Chairwoman Greene recessed the regular session and convened a Public Hearing.

Mr. Gary Brown, EDC Director, conducted a public hearing for the purpose of receiving and hearing public comments in reference to the Fineline Industries Short-Term Lease.

Chairwoman Greene called for Board comments.

Mr. Joseph Barrett inquired about Paragraph 7 and Paragraph 13 of the agreement. County Attorney Scott McKellar clarified that Paragraph 7 Richard Lee will be responsible for the insurance and Paragraph 13 the indemnification is in favor of the County.

Chairwoman Greene called for public comments.

None were heard.

Chairwoman Greene closed the Public Hearing to enter into regular session.

A motion was made by Chester Deloatch and seconded by Joseph Barrett to approve the recommendation coming from Mr. Brown in reference to Fineline Industries (*recommendation was to secure a decision of the Northampton County Board of Commissioners related to a proposed a short-term (five month) Lease between the Lee Family Trust and Northampton County for the property known locally as the Talon or Fineline building, located at 400 Cherry Street, Woodland, NC*). **Question Called: All present voting yes. Motion carried.**

It was noted that Michelle Nelson's name needed to be removed from the agreement as Clerk of the Board.

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

Decision Paper

To: Northampton County Board of Commissioners
From: Gary Brown, Northampton County Economic Development Commission
Date: July 26, 2016
Subject: Short-Term Lease, Finline Building, Woodland, NC

PURPOSE:

To secure a decision of the Northampton County Board of Commissioners related to a proposed a short-term (five month) Lease between the Lee Family Trust and Northampton County for the property known locally as the Talon or Finline Building, located at 400 Cherry Street, Woodland, NC.

FACTS:

1. Pursuant to North Carolina General Statute 158-7.1 and 160A-279, the Northampton County Board of Commissioners have scheduled and advertised a public hearing to be held this Monday, August 1, 2016 at 10:05 a.m. and are now conducting that public hearing to receive and consider public comments regarding a proposed lease by the County of property known locally as the Talon or Finline Building located at 400 Cherry Street, Woodland, NC 27897.
2. The Northampton County Economic Development Commission proposes to lease the property from the current owner, the Lee Family Trust, for the sum of ten dollars (\$10.00) for a term not to exceed five (5) months. The proposed lease document (attached) was prepared by Mr. Scott McKellar, Northampton County Attorney.
3. During the term of the lease, Northampton County proposes to remove debris from the premises, make other modifications, and ultimately make determinations as to the potential for industrial reuse of the property
4. Debris removal and clean-up of the grounds will involve the utilization of trustee labor from the Northampton County Jail under the supervision of Sheriff Jack Smith and his designees, and the use of hired mowing services. Waste Industries has agreed to provide debris disposal services at no cost to the County.
5. The NCEDC will also evaluate potential interim repairs as may be necessary to secure the facility and will report findings to the Northampton County Manager,

Decision Paper: Short-Term Lease, Fineline Building, Woodland, NC
July 26, 2016
Page 2

CONCLUSION:

Should the County determine that sufficient industrial reuse potential exists, the Lee Family Trust may donate and the County may receive the property as a gift for the purpose of promoting industrial/commercial reuse of the property by tenants committing to make improvements to the property and create sustainable employment opportunities for area residents.

RECOMMENDATIONS:

Upon the satisfactory conclusion of the Public Hearing, staff recommends the Northampton County Board of Commissioners:

1. Approve the proposed lease agreement with the Lee Family Trust; and,
2. Authorize the Chair, the County Manager, the Finance Director, the County Attorney and other members of staff as appropriate to execute documents and procedures as may be necessary to implement the project.

ROUTED FOR CONCURRENCE/COMMENT TO:

Ms. Kimberly Turner, Northampton County Manager

Concur: Kimberly Turner Non-Concur: _____

Comment: I concur only with the approval
of Finance Director

Mr. Scott McKellar, Northampton County Attorney

Concur: Scott McKellar 7/27/2016 Non-Concur: _____

Comment: NONE.

NORTH CAROLINA

LEASE AGREEMENT

NORTHAMPTON COUNTY

THIS LEASE AGREEMENT ("Lease"), made and entered into this 1st day of August, 2016, by and between **RICHARD D. LEE** and wife, **PAMELA H. LEE**, **Co-Trustees of the Lee Family Trust dated December 1, 2000** (the "Landlord") and **NORTHAMPTON COUNTY**, a body politic and corporate of the State of North Carolina (the "Tenant").

RECITALS

A. Landlord owns fee simple title to a certain parcel of real property located at 400 Cherry Street, Woodland, Northampton County, North Carolina 27897, bearing Northampton County Tax Parcel No. 06-01498, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), including all buildings, driveways and parking lots located thereon (the "Improvements", and collectively with the Property, the "Premises").

B. Landlord and Tenant desire that Tenant lease the Premises from the Landlord pursuant to the terms and conditions hereinafter set forth, and pursuant to and in furtherance of the foregoing, the parties desire to enter into this Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby demises and lets to Tenant and Tenant hereby takes from Landlord the Premises for the term and upon the covenants, terms and conditions herein contained, and in connection therewith the parties agree as follows:

1. **TERM**: The term of this Lease shall be for a period not to exceed five (5) months commencing on August 1, 2016 and expiring at midnight on December 31, 2016. Notwithstanding anything contained in this Lease to the contrary, Tenant may terminate this Lease for any reason whatsoever upon thirty (30) days prior written notice to Landlord of its intention to terminate.

2. **RENT**: Tenant shall pay to Landlord, without any prior demand, and without any deductions or setoffs, during the Term of this Lease, a one-time payment of \$10.00 due within

thirty (30) days of the commencement date of the Term of this Lease.

3. **LANDLORD PERFORMANCE:** Upon the commencement of the Term of this Lease, Landlord shall deliver to Tenant exclusive possession of the Premises free of the tenancies of others.

4. **TENANT ASSUMES NO FURTHER OBLIGATION OR RESPONSIBILITY:** Except for the payment of rent required herein and those obligations which may be expressly set forth under the terms and provisions of this Lease, Tenant shall assume no further obligation or responsibility with respect to the Premises or to Landlord. Neither Tenant nor its officers, employees, agents or authorized representatives, shall assume any obligation or responsibility relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the Premises, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions are expressly disclaimed.

5. **STUDIES AND IMPROVEMENTS:** During the Term of this Lease, Tenant shall have the sole and exclusive right and discretion to make any studies, alterations, additions, or improvements to the Premises, without obtaining the consent of Landlord, for the purposes of future commercial reuse of the Property.

6. **TAXES AND ASSESSMENTS:** Landlord shall list and promptly pay when the same shall become due all ad valorem taxes, levies and assessments upon the Premises and any of its personal property located thereon.

7. **INSURANCE:** During the Term of this Lease, Tenant shall not be responsible for obtaining or maintaining any insurance for personal injury and/or property damage. Landlord may, at its sole discretion and expense, obtain and keep in full force and effect, personal injury and property damage insurance. Any such insurance secured by the Landlord shall name Tenant as an additional insured upon its written request and as its interest may appear from time to time, insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with Landlord's activities upon, in or about the Premises in such amounts as Landlord deems advisable.

8. **DEFAULT OF TENANT; REMEDIES:** If the Tenant fails to pay the required rental payment or neglect to do or perform any of its obligations and duties under this Lease, and such default continues for a period of fifteen (15) days after written notice from Landlord, the

Landlord, at its option, may declare this Lease to be terminated and may thereupon take immediate possession of the Premises without prejudice to any other right or remedy which it may have because of such default.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not, without the prior written consent of Landlord, sublet, assign or transfer this Lease or any portion of the Premises to any person, natural or corporate, whomsoever. The consent of Landlord to such assignment, subletting or transfer shall not be unreasonable withheld, conditioned or delayed.

10. **WAIVER:** Any waiver at any time of any breach of any condition of this Lease shall extend only to the particular breach so waived and shall not impair or affect the existence of such condition or the right of either party thereafter to avail itself of any remedies for any breach thereof subsequent to any such waiver. Failure or neglect of either party to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

11. **RIGHTS OF PARTIES:** Each and every provision of this Lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns as applicable. All provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and corporations, associations, partnerships, individual males or females, shall be deemed fully included, and the neuter pronouns shall be construed to mean masculine or feminine, singular or plural, where such construction is necessary to make any provisions of this Lease applicable to any person, persons, firms, corporation, association, thing or act at any time.

12. **NOTICES:** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight commercial courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notices, requests or other communications shall be considered given or delivered, as the case may be (a) on the date of hand delivery, (b) on the second (2nd) day following the date of deposit in the United States mail, or (c) on the next business day after the date of deposit with an overnight commercial courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior

written notice thereof to the other parties, a party hereto may from time to time and at any time change its mailing address hereunder:

If To Landlord: Richard D. Lee
P.O. Box 1435
Kings Beach, CA 96143-1435

If To Tenant: Gary Brown
Northampton County Economic Development Commission
P.O. Box 685
Jackson, NC 27845

13. **INDEMNIFICATION:** Landlord shall, to the fullest extent permitted by law, RELEASE, INDEMNIFY, DEFEND AND SAVE HARMLESS Tenant, and its agents, officers and employees from and against any and all liability, losses, damages, costs, claims, penalties, fines, damages, expenses, judgments and awards, including, without limitation, reasonable attorneys' fees actually incurred, arising out of any of the following:

(i) The use, improvement or alteration of the Premises and any accessory buildings located on the Property by Landlord.

(ii) Any injury to person or persons, including death resulting at any time therefrom, occurring through Landlord's use of the Premises and any accessory buildings located on the Property.

(iii) Any breach or default on the part of Landlord to perform or comply with any covenant or agreement required to be performed or complied with by Landlord hereunder, or any representation or warranty made by Landlord under this Lease that is or becomes false or inaccurate in any respect.

Notwithstanding the foregoing, Landlord shall have no responsibility for acts or omissions of Tenant or Tenant's agents, employees and invitees.

14. **NO JOINT VENTURE:** The relationship of the parties is that of Landlord and Tenant only and nothing in this Lease shall be construed as creating a partnership, joint venture, principal, agent or any other relationship.

15. **TIME:** Time is of the essence in this Lease and all provisions herein relating thereto shall be strictly construed.

16. **APPLICABLE LAW:** This Lease shall be construed, performed and enforced in accordance with the laws of North Carolina.

17. **SEVERABILITY:** In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Lease and the performance hereof are not adversely affected by the elimination of such provision(s).

18. **COUNTERPARTS:** This Lease may be executed in one or more counterparts, including facsimile counterparts, and all such executed counterparts shall contain one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

19. **HEADINGS:** The paragraph headings used herein are for convenience of reference only and shall not be considered to limit or construe the context or substantive terms of this Lease.

20. **CONSTRUCTION:** Landlord and Tenant acknowledge and agree that each party has read this Lease. The parties hereto further acknowledge and agree that each party has had the opportunity to consult with and obtain legal advice and counseling from an attorney in relation to each and every provision of this Lease, and each party acknowledges and agrees for itself it has either availed itself of that opportunity or has knowingly and willfully declined such representation. Therefore, the language used in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either party.

21. **POWER AND AUTHORITY:** Each of the parties to this Lease represent and warrant that it has full power and authority to enter into, execute, deliver and perform this Lease, and that all approvals, consents and/or resolutions required for the execution of this Lease have been obtained.

22. **RIGHT OF ENTRY AND INSPECTION:** The Tenant at any time during the Term shall permit inspection of the Premises, during reasonable hours, by the Landlord or the Landlord's agent.

23. **CONDEMNATION:** If the whole or any part of the Premises, or means of access thereto, shall be condemned or sold under threat of condemnation, and such condemnation shall render the Premises unsuitable for the Tenant's intended use, as determined in Tenant's sole discretion, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord, said notice to be given within fifteen (15) days of such casualty or taking.

24. **FUTURE CONVEYANCE:** Upon the Tenant's satisfactory performance under this Lease, and the Tenant's sole determination that the Premises has future industrial redevelopment potential, the Landlord hereby expresses the intent to convey the Premises by fee simple title to the Tenant for no monetary consideration to the Tenant, subject to the Landlord's reservation of a forty (40) foot road right-of-way extending from the end of Cherry Street across the subject parcel to other adjoining parcels owned by the Landlord. The parties hereby express the intent to effect such conveyance not later than December 31, 2016.

25. **ENTIRE AGREEMENT:** The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. This Lease embodies all of the understandings and agreements of the parties and the terms hereof shall not be changed or varied except by written instrument signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have each executed or caused this Lease Agreement to be executed by their duly authorized representatives in the manner prescribed by law as of the day and year first above written.

[Signatures and Notary Acknowledgments on Following Pages]

LANDLORD:

Richard D. Lee, Co-Trustee of the Lee
Family Trust dated December 1, 2000

Pamela H. Lee, Co-Trustee of the Lee
Family Trust dated December 1, 2000

STATE OF CALIFORNIA

COUNTY OF _____

I, _____, a Notary Public of the aforesaid
County and State, do hereby certify that **Richard D. Lee and Pamela H. Lee** (the "Signatories"),
Co-Trustees (title) of the **Lee Family Trust dated December 1, 2000**, personally appeared
before me this day and by authority duly given, acknowledged the due execution of the foregoing
instrument.

I certify that the Signatories personally appeared before me the day, and (check one of the
following):

_____ (I have personal knowledge of the identity of the Signatories); or

_____ (I have seen satisfactory evidence of the Signatories' identities, by current or state or
federal identifications with the Signatories' photographs in the form of: (check one of the
following)

_____ a drivers license or _____ in the form of _____); or

_____ (a credible witness has sworn to the identity of the Signatories).

The Signatories acknowledged to me that they voluntarily signed the foregoing
document for the purpose stated therein and in the capacity indicated.

Witness my hand and notarial stamp or seal this _____ day of _____, 2016.

Notary Public (signature)

Notary Public (print/type)

My Commission Expires: _____
[NOTARY PUBLIC SEAL/STAMP]

TENANT:

ATTEST:

NORTHAMPTON COUNTY:

Michelle Nelson
Clerk to the Board of Commissioners

Fannie P. Greene
Chair, Board of Commissioners

STATE OF NORTH CAROLINA

NORTHAMPTON COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Michelle Nelson came before me this day and being by me sworn, says she knows the corporate seal of Northampton County and is acquainted with Fannie P. Greene, who is the Chair of the Northampton County Board of Commissioners, and that she, Michelle Nelson, is the Clerk to the Northampton County Board of Commissioners, and that she saw the Chair sign the foregoing Lease Agreement and affix the corporate seal of Northampton County to it with the specific intent that it is executed as an instrument under seal, and that she, Michelle Nelson, signed her name in attestation of the execution of the instrument in the presence of the Chair, and that the foregoing Lease Agreement is the act of Northampton County.

Witness my hand and notarial stamp or seal this ____ day of _____, 2016.

Notary Public (signature)

Notary Public (print/type)

My Commission Expires: _____
[NOTARY PUBLIC SEAL/STAMP]

EXHIBIT A

That certain tract or parcel of land containing 14.248 acres, more or less, as shown on plat of survey entitled "Plat Showing Properties Proposed for Conveyance to Fineline Industries, Inc., Cherry Street, Woodland, N.C., Talon Building Site", by Burr & Associates, P.A., and recorded in Map Book 33, Page 24, Northampton County Registry. Designated as Northampton County Tax Parcel Number 06-01498. Being the same property conveyed to Fineline Industries, Inc. (predecessor in interest to Fineline Industries, LLC) by deed recorded in Book 924, Page 802, Northampton County Registry.

Chairwoman Greene recessed Regular Session and convened a Board of Equalization and Review.

Chairwoman Greene closed the Board of Equalization & Review and reconvened Regular Session.

Motor Vehicle Refunds:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain approval to release or refund Ad Valorem taxes assessed in the amount of \$988.32 on 24 appeals.

A motion was made by Robert Carter and seconded by Chester Deloatch that the motor vehicle refunds be approved as submitted. **Question Called: All present voting yes. Motion carried.**

Robert Carter noted at the last meeting minutes where Mrs. Cathy Allen indicated it was a Board decision whether to bring any refund less than \$100 to Board.

The Board discussed giving the Finance Officer and County Manager the authority to refund motor vehicles less than \$100.

Mrs. Allen reminded the Board that the refund is public records and they still have to come before the Board for approval.

Robert Carter recommended, for transparency sake, that all refunds be brought before the Board.

A motion was made by Robert Carter and seconded by Joseph Barrett to have Tax Department continue to submit all refunds to this Board for transparency. **Question Called: All present voting yes. Motion carried.**

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

DECISION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy B. Allen, Tax Administrator

RE: Ad Valorem Tax Appeals
Motor Vehicle Refunds

DT: July 26, 2016

THIS IS A DECISION PAPER.

PURPOSE: To obtain the Board's approval to release or refund Ad Valorem taxes assessed in the amount of **\$988.32** on twenty-four (24) appeals.

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

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

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

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

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

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

Respectfully submitted,

CATHY B. ALLEN
TAX ADMINISTRATOR

ACTION BY THE BOARD OF COMMISSIONERS:

APPROVED _____
DISAPPROVED _____
OTHER _____

SIGNATURE & DATE: _____

26-Jul-16						
AD VALOREM TAX APPEALS						
MOTOR VEHICLE REFUND ADJUSTMENTS						
NAME		ACTION		AMOUNT		REASON
Mary Ann Baker		Refund		\$7.26		Vehicle Sold
Carlton T. Barnes		Refund		\$76.41		Situs Error
David K. Britt		Refund		\$21.47		Vehicle Sold
Kevin W. Byrum		Refund		\$12.01		Vehicle Sold
John Lewis Carpenter, Jr.		Refund		\$33.12		Vehicle Totalled
Earl T. Crew		Refund		\$110.54		Assessed in Error
Joseph Junior Fennell		Refund		\$4.12		Vehicle Sold
James E. Futrell		Refund		\$117.29		Vehicle Sold
Justin D. Gibbs		Refund		\$171.69		Situs Error
Gloria P. Harrison		Refund		\$51.41		Situs Error
Ronald W. Hedgepeth, Jr.		Refund		\$54.80		Situs Error
Teresa A. Hoggard		Refund		\$2.90		Situs Error
Ted S. Jackson		Refund		\$5.42		Vehicle Sold
Willie Jackson, Jr.		Refund		\$2.39		Vehicle Sold
Richard D. Miles, II		Refund		\$14.96		Vehicle Sold
Amy H. Moran		Refund		\$9.77		Vehicle Sold
Mannson L. Shearin, Jr.		Refund		\$3.69		Vehicle Totalled
William T. Smith		Refund		\$110.48		Situs Error
Nancy G. Stephenson		Refund		\$9.20		Vehicle Sold
Melvetta Broadnax Taylor		Refund		\$115.12		Vehicle Sold
Richard E. Townsend, Jr.		Refund		\$3.96		Vehicle Sold
Juanita V. Tyler		Refund		\$17.05		Vehicle Totalled
Leonard A. Vaughan, Jr.		Refund		\$23.39		Situs Error
Ella M. Vinson		Refund		\$9.87		Vehicle Sold
TOTAL REFUND AMOUNT				\$988.32		
Respectfully submitted,						
CATHY B. ALLEN						
TAX ADMINISTRATOR						
CBA/epj						
CC: Board of Commissioners (7)						
County Manager (1)						
Clerk to Board (6)						

Board of Equalization and Review:

Chairwoman Greene recessed Regular Session and convened a Board of Equalization and Review.

Appeals of Value:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding: Appraised value of Parcel Number 06-0191, owned by Linbergh Mitchell, from \$9,996 to \$1,000 due to land not perking.

Mr. Joseph Barrett questioned the significant drop of value. Mr. Avery Davis stated its raw land that cannot be used for building-maybe a garden.

A motion was made by Robert Carter and seconded by Chester Deloatch to approve of the reduced appraised value of Parcel Number 06-01918 from \$9,996 to \$1,000. **Question Called:** **All present voting yes.** **Motion carried.**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding appraised value of Parcel Number 05-00026, owned by FF Pleasant Hill LLC, from \$456,513 to \$180,679 for the year 2016 due to condition of the property.

Mr. Avery Davis stated the owner asked Dominion Power to remove all lines from the building.

A motion was made by Chester Deloatch and seconded by Robert Carter to accept the recommendation from Mr. Davis to approve of the reduced appraised value of Parcel Number 5-00026 from \$456,513 to \$180,679. **Question Called:** **All present voting yes.** **Motion carried.**

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain action regarding appraised value of Parcel Number, owned by Kidd, Billie, & Queen E., 04-03020 from \$9,996 to \$1,000 due to land not perking.

A motion was made by Robert Carter and seconded by Joseph Barrett that this Board approve the recommendation coming from the Tax Department to adjust the value from \$9,996 to \$1,000 for the year 2016. **Question Called:** **All present voting yes.** **Motion carried.**

Appeal of Deferred Valuation:

Mrs. Cathy Allen, Tax Administrator, appeared before the Board to obtain a decision as to if the parcel of land transferred per deed book 1014 page 204 meets the requirements for Present Use Assessment.

Mrs. Allen stated Mr. Lewis Vincent could not attend today's meeting but sent a packet of information to be viewed by the Board.

Mr. Avery Davis stated that Parcel 01-01978 of land transferred per deed book 1014 page 204 does not meet the requirements for Present Use Assessment.

A motion was made by Robert Carter and seconded by Joseph Barrett that this Board upholds the appeal provided to us by the Tax Department that Mr. Vincent's appeal be denied due to the parcel not meeting size requirements per GS 105-277.3. **Question Called:** *All present voting yes.* **Motion carried.**

Chairwoman Greene adjourned the Board of Equalization & Review and reconvened Regular Session.

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

PROPOSAL PAPER

TO: NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW
FM: Cathy Allen, Tax Administrator
RE: Appeals of real property
DT: June 27, 2016

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

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

DISCUSSION: The Assessor received an informal valuation request from these taxpayers prior to the May 16, 2016 deadline. However, the appraiser(s) did not visit these properties until after the deadline; therefore, now requiring a decision from this board.

CONCLUSION: Please act on each individual appeal.

Parcel 06-01918, owned by Lindbergh Mitchell located on the north side of NC 308 HWY.

After an onsite review of this parcel on May 24, 2016, the appraiser saw a need to adjust the assessed value of this parcel to be assessed in line with other similar parcels.

The reason for the adjustment is due to the fact this parcel will not perk

Mr. Mitchell agreed to the new value (See Attached Letter)

The Tax Office recommends that the Board of Equalization and Review approve the change of the assessed value of parcel 06-01918 from \$9,996 to \$1,000 for the year of 2016.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

Avery Davis

From: chris.deberry@nhcnc.net
Sent: Tuesday, May 17, 2016 9:02 AM
To: avery.davis@nhcnc.net
Cc: john.white@nhcnc.net
Subject: follow up on a couple of parcels you discussed last week
Attachments: mitchell, lindbergh.rtf

1) ~~Parcel #0601629~~ was visited and found to have a septic system. The septic tank location was readily apparent. However I did not take the time to probe out the drain lines. In fact, Mr. Joe Davis was at the property the day I stopped. It was explained to Mr. Davis that future habitation on the site would likely require upgrading the septic system. ~~No record of the initial septic system has been found in our files (likely installed in the 40's or 50's)~~

2) Parcel #0601918 (Lindburgh Mitchell) was initially turned down for a septic permit due to the presence of a high water table (Oct 7, 2015). Later Mr. Mitchell hired a private soil scientist who designed a system for Mr. Mitchell. A permit was issued to Mr. Mitchell based on the soil scientist's report, however, Mr. Mitchell found the septic system was too expensive for the property. Review of the soil scientist's report has since brought into question whether a permit should have been issued. Therefore, Mr. Mitchell's septic permit based on the soil scientist's report has been suspended.

Thanks

Chris DeBerry



NORTHAMPTON COUNTY

Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

June 1, 2016

MITCHELL, LINDBERGH
412 MITCHELL LANE
PO BOX 129
RICH SQUARE, NC 27869

Dear Property Owner,

I am writing in reference to your parcel number 06-01918 of which MITCHELL, LINDBERGH owns 100%. This parcel is known as the WATSON DREW tract and has a physical address of 1169 NC 308 HWY. Your account number is 100953.

Upon your request, I have reviewed the above parcel. The Tax Office recommendation to the Board of Equalization and Review will be to change the value of parcel number 06-01918 from \$9,996 to \$1,000 for 2016. This value represents 100% of the value assessed to this parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

If you would like for the Tax Office to appeal on your behalf to the Board of Equalization and Review with the above recommendation please sign and return this letter in the enclosed envelope within 15 days (June 16, 2016) of this letter.

Lindbergh Mitchell

Date 6/6/16

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

Sincerely,

AVERY L. DAVIS
Chief Appraiser

Parcel 05-00026, owned by FF Pleasant Hill LLC, located at 4427 US 301 HWY, Pleasant Hill, NC.

After an onsite review of this parcel on May 16, 2016, Mr. Davis consulted with the Northampton County Building Inspectors; the appraiser saw a need to adjust the assessed value of this parcel to be assessed in line with other similar parcels.

The reason for the adjustment is due to the outside condition of the building observed by Mr. Davis, and inside condition of the building observed by the Building Inspectors.

FF Pleasant Hill LLC agreed to the value (See Attached Letter)

The Tax Office recommends that the Board of Equalization and Review approve a change in the assessed value from \$456,513 to \$180,679 on parcel 05-00026 for the year of 2016.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____



NORTHAMPTON COUNTY

Tax Department

Post Office Box 637, 104 Thomas Bragg Drive

Jackson, North Carolina 27845

(252) 534-1309 Ext 161

Fax (252) 534-1406

Avery L. Davis Chief Appraiser

June 1, 2016

RECEIVED

FF PLEASANT HILL LLC & OTHERS
C/O WILL CLARK, ALTUS GROUP
310 25TH AVE N. SUITE 305
NASHVILLE, TN 37203

JUN 09 2016

Altus Group Nashville

Dear Property Owner,

I am writing in reference to your parcel number 05-00026 of which FF PLEASANT HILL LLC & OTHERS owns 100%. This parcel is known as the LUCAS TRACT 1 tract and has a physical address of 4427 US 301 HWY. Your account number is 127655.

Upon your request, I have reviewed the above parcel. The Tax Office recommendation to the Board of Equalization and Review will be to change the value of parcel number 05-00026 from \$456,513 to \$180,679 for 2016. This value represents 100% of the value assessed to this parcel. This value was assessed in accordance with the 2015 Schedules of Rules, Standards, and Value for Market or Use-value and appears to be equitable with similar properties.

If you would like for the Tax Office to appeal on your behalf to the Board of Equalization and Review with the above recommendation please sign and return this letter in the enclosed envelope within 15 days (June 16, 2016) of this letter.

W-CLB

Date 6/09/16

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

Sincerely,

AVERY L. DAVIS
Chief Appraiser

PROPOSAL PAPER

TO: NORTHAMPTON COUNTY BOARD OF EQUALIZATION AND REVIEW
FM: Cathy Allen, Tax Administrator
RE: Billie & Queen E, Kidd Appeal of parcel 04-03020
DT: June 27, 2016

PURPOSE: For the Board of Equalization and Review to either confirm or reduce the appraised value of parcel 04-03020.

FACTS: Mr. Kidd has appealed the assessed value of \$9,996 on parcel 04-03020, known as GARRIS HEIRS TRACT D, which is located on the east side of US 301 Hwy, per a letter dated April 26, 2016. (See attached letter)

Mr. Kidd presented evidence to the Tax Assessor but he did not give the Tax Office his opinion of value for parcel 04-03020.

Mr. Kidd's evidence was failed perk test (see attached)

Mr. Avery Davis, Northampton County Chief Appraiser, made a personal visit to this property on May 16, 2016. Mr. Davis informed Mr. Kidd that he found reasons to adjust the value of parcel 04-03020 from \$9,996 to \$1,000 per letter dated June 1, 2016.

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

- a) Correct a clerical error,
 - b) Correct an appraisal error resulting from a misapplication of the schedules, standards and rules used in the last appraisal,
 - c) Recognize a decrease or increase resulting from conservation or preservation agreement,
 - d) Recognize a decrease or increase resulting from a physical change to the land or improvements,
 - e) Recognize a decrease or increase resulting from a legally permitted use, or
-

- f) Recognize a decrease or increase from a factor other than normal, physical depreciation of betterments, repainting buildings, soil conservation, landscape gardening, forest fire protection and impounding water for non-commercial purpose to preserve natural habitat.

Parcel 04-03020 does not perk; therefore an adjustment was needed to reflect this fact.

CONCLUSION: The Tax Office saw reasons to adjust the value of parcel 04-03020.

RECOMMENDATION: I, therefore recommend that the Board adjust the value of parcel 04-03020 from \$9,996 to \$1,000 for the year of 2016, due to the parcel's inability to perk.

Cc: dp04-03020

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____



NORTHAMPTON COUNTY HEALTH DEPARTMENT

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



May 14, 2015

Re: Application for improvement permit for parcel #0403020 property site Northampton County.

Dear Ms. Kidd:

The Northampton County Health Department, Environmental Health Division on May 13, 2015 evaluated the above-referenced property at the site designated on your improvement permit application. According to your application the site is to serve a three bedroom residence with a design wastewater flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 including related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule. 1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED**. A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ___ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☒ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☒ Unsuitable soil wetness condition (Rule .1942)
- ___ Unsuitable soil depth (Rule .1943)
- ___ Presence of restrictive horizon (Rule .1944)
- ___ Insufficient space for septic system and repair area (Rule .1945)
- ___ Unsuitable for meeting required setbacks (Rule .1950)
- ☒ Other (Rule .1937(d)) The applicant shall make the site accessible for an exvaluation.

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE**.

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N.C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

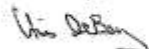
You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, N.C. 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 431-3000 or from the OAH web site at <http://www.oah.state.nc.us/hearings/>. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N.C. General Statute 130A-335 (g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER**. The date of this letter is May 14, 2015. Meeting the 30 day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N.C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, N.C. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,



Chris DeBerry, Environmental Health Specialist,
Northampton Co. Health Dept.

POSITION PAPER

TO: NORTHAMPTON COUNTY BOARD OF COMMISSIONERS

FM: Cathy Allen, Tax Administrator

RE: Appeal of deferred taxes by Mr. Lewis Vincent appealed on behalf of Thomas Vincent and Others on part of parcel 01-01978 per deed book 1014 page 204

DT: June 27, 2016

PURPOSE: To obtain the Board's decision as to if the parcel of land transferred per deed book 1014 page 204 meets the requirements for Present Use Assessment.

FACTS: Thomas Vincent and Others transferred ownership of 10.05 acres of parcel 01-01978 to Mr. David E. Robinson per deed book 1014 page 204. This parcels land consent of 1 acres home site, 8.82 acres of cleared land and .20 acres of woodland. This new parcel does not meet the agriculture minimum size requirements. Thomas Vincent and Others along with Mr. Robinson were informed by a letter dated June 6, 2016 that this new parcel does not met the size requirements and that the roll back amount of \$830.25 (which was good thru the month June 2016)

Mr. Vincent made a written appeal to the Board on June 10, 2016.

105-277.3. Agricultural, horticultural, and forestland – Classifications (1) states "Agricultural land. - Individually owned agricultural land consisting of one or more tracts, **one of which satisfies** the requirements of this subdivision. For agricultural land used as a farm for aquatic species, as defined in G.S. 106-758, the tract must meet the income requirement for agricultural land and must consist of at least five acres in actual production or produce at least 20,000 pounds of aquatic species for commercial sale annually, regardless of acreage. For all other agricultural land, **the tract must meet the income requirement for agricultural land and must consist of at least 10 acres that are in actual production.** Land in actual production includes land under improvements used in the commercial production or growing of crops, plants, or animals."

A separate application is needed for each form of ownership and each tract.

DISCUSSION: Thomas Vincent and Others transferred the ownership of 10.05 acres of parcel 01-01978 to Mr. Robinson.

Mr. Robinson's parcel does not meet the size requirements for Present Use Assessment.

CONCLUSION: Ownership of 10.05 acres of the parcel 01-01978 has changed; therefore this parcel does not qualify for Present Use Assessment.

The deferred taxes became due and payable when the land failed to meet any condition or requirement for classification. The tax for the fiscal year that opens in the calendar year in which deferred taxes become due is computed as if the land had not been classified for that year, and taxes for the preceding three fiscal years that have been deferred are immediately payable, together with interest as provided in G.S. 105-360 for unpaid taxes.

RECOMMENDATION: Board of Commissioners denies Thomas Vincent and Others' appeal due to the parcel not meeting size requirement per GS 105-277.3.

ACTION BY THE BOARD:

APPROVED _____

DISAPPROVED _____

OTHER _____

SIGNATURE & DATE _____

Jun 10 16:05:44p

Lewis Vincent

434-577-2760

p.1

Thomas Lewis Vincent

P.O. Box 56

Gaston, N.C. 27832

tlwsvncnt@netscape.com

434-577-2760

252-308-7129

June 10, 2016

Avery L Davis
Chief Appraiser

In response to your letter dated June 9th, we did not and are not asking for special use for Davids 10 acres, we know that is not possible, to begin with he only wanted 1 acre, but because of Northampton's crazy rules had to have 10 acres.

We did not sell it so why should we have to pay roll back taxes. As crazy as I am I understand if we sell it we have to pay the taxes. He is family, we gave him the old home place to fix up and restore, and yes, I am sure you will increase the taxes on that also.

If you cannot resolve this in your office then we will have to get an appointment and go before the commissioners.



Management Matters:

Ms. Kimberly Turner, County Manager, appeared before the Board to seek approval to cancel the scheduled Northampton County Board of Commissioner's Meeting on August 15, 2016 at 6:00 p.m.

The Board noted that the cancellation should be advertised in the newspapers for the public to be aware and regular attendees notified.

A motion was made by Chester Deloatch and seconded by Robert Carter to approve that the cancellation be accepted. **Question Called: All present voting yes. Motion carried.**

Ms. Kimberly Turner, County Manager, appeared before the Board to seek approval to cancel the scheduled Commissioner/Mayors Meeting on August 29, 2016 at 7:00 p.m. due to the fact that we do not have a permanent clerk in place.

There was a Board consensus to cancel the Commissioner/Mayors meeting.

Citizens/Board Comments:

Chairwoman Greene called for Citizens Comments.

None were heard.

Chairwoman Greene called for Board Comments.

None were heard.

A motion was made by Robert Carter and seconded by Joseph Barrett to recess regular session to enter into a closed session for the purpose of G.S. 143-318.11(a)(4) for an EDC Report and G.S. 143-318.11(a)(3) for the County Attorney's Report. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene called for a 5 minute break.

Closed Session G.S. 143-318.11(a)(4); and G.S. 143-318.11(a)(3):

A motion was made by Chester Deloatch and seconded by Robert Carter to adjourn closed session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Chester Deloatch and seconded by Robert Carter to reconvene regular session. **Question Called: All present voting yes. Motion carried.**

Chairwoman Greene mentioned the 5K Run on September 24, 2016 that's being held in Garysburg, NC.

Chairwoman Greene also mentioned the invite by REA for Annual Day on August 27, 2016 being held in Ahoskie NC.

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

Komita Hendricks, Recording Secretary
“r.m. 08-01-16”