

Regular Meeting February 6, 2017

A regular meeting of the Nash County Board of Commissioners was held at 9:00 AM, February 6, 2017 in the Frederick B. Cooper, Jr. Commissioners' Room at the Claude Mayo, Jr. Administration Building in Nashville, NC.

Present were Chairman Robbie B. Davis and Commissioners Lisa Barnes, Fred Belfield, Jr., Dan Cone, J. Wayne Outlaw, and Lou M. Richardson.

Commissioner Mary P. Wells was absent due to medical reasons

Others present were Donna Wood, Rosemary Dorsey, Amanda Clark, Debbie Diljak, Nancy Nixon, Patsy McGhee, Derek Hawkes, Chief Deputy Brandon Medina, Sheriff Keith Stone, Janice Evans, Zee B. Lamb, Vince Durham and other staff members and members of the public.

Chairman Davis called the meeting to order and called on Mr. Dan Cone for the invocation and Mr. J. Wayne Outlaw to lead the Pledge of Allegiance.

Chairman Davis asked the Board to consider approval of the minutes.

On motion of Dan Cone seconded by J. Wayne Outlaw and duly passed that the minutes of the January 11, 2017 regular meeting be approved.

Chairman Davis asked for any public comments.

Mr. Danny Tyson of Spring Hope spoke asking for the Board's consideration of naming either the Nash County Health Department or Tax Department in honor of former Commissioner Billy Morgan for his many years of service.

Ms. Lydia Davis of Rocky Mount spoke on the C.C. Spaulding bid process and news article in the Rocky Mount Telegram on February 4, 2017.

Ms. Nancy Nixon, Planning Director, provided an update to the Board on the Hurricane Matthew Hazard Mitigation Program (FEMA/NCDPS) application process.

Mr. Scott Rogers, Assistant Emergency Services Director, presented a request and asked for the Board's approval to purchase a vehicle on state contract utilizing Emergency Management Performance Grant funds.

On motion of J. Wayne Outlaw seconded by Fred Belfield, Jr. and duly passed that the Nash County Board of Commissioners approve the purchase of a vehicle (pick-up truck) on state contract utilizing Emergency Management Performance Grant funds at a price of \$33,919 from Capital Ford, Government Sales Division.

Ms. Stacie Shatzer, Recreation and Senior Services Director, presented a request for the Board's consideration by the C.C. Spaulding Center Alumni organization requesting \$16,000 to update the HVAC system at the Spaulding Center.

On motion of Fred Belfield, Jr. seconded by Lou M. Richardson and duly passed that the Nash County Board of Commissioners table this agenda item requesting \$16,000 to update the HVAC system at the Spaulding Center.

Ms. Rosemary Dorsey, Assistant County Manager, asked for the Board's consideration to approve the Farm Lease of 55 acres of land at Middlesex Corporate Center, suitable for cultivation, to Bissette Farms, Inc. for a three-year period (2017-2019) at an amount of \$4,125 per year.

On motion of Lisa Barnes seconded by Fred Belfield, Jr. and duly passed that the following 3-year (2017-2019) farm lease of 55 acres of land at Middlesex Corporate Center, suitable for cultivation, to Bissette Farms, Inc. be approved at an amount of \$4,125 per year.

THIS FARM LEASE AGREEMENT (the "Lease"), effective the 1st day of January, 2017 (the "Effective Date") by and between NASH COUNTY, a body politic and corporate of the State of North Carolina (hereinafter "Lessor") and BISSETTE FARMS, INC. (hereinafter "Lessee").

WITNESSETH:

In consideration of the mutual agreements herein set forth, Lessor hereby leases to Lessee, and Lessee hereby accepts for lease from Lessor, upon and subject to the terms and conditions herein set forth, that certain property situated in Nash County, North Carolina, and being that portion of said property that is cleared and suitable for cultivation (hereinafter referred to as the "Premises"). The Premises is included within the property described in deed entitled Exhibit A which is attached hereto and incorporated herein by reference.

The terms and conditions of this Lease are as follows:

1. **Term.** The term ("Term") of this Lease shall commence on the January 1, 2017, (the "Commencement Date") and unless sooner terminated as hereinafter provided, shall expire at midnight on December 31, 2019 ("Termination"). Either party may terminate this Lease upon giving the other party sixty (60) days written notice of its intention to terminate ("Early Termination"). If Lessee is prohibited from harvesting crops as a direct result of Lessor terminating the Lease prior to completion of the Term, Lessor's liability for Lessee's loss of unharvested crops shall not exceed the actual value of the unharvested crop at the time of termination or five hundred dollars per acre for planted but unharvested crop, whichever is less.

2. **Rent.** Lessee shall pay to Lessor three annual rental payments of \$4,125 for use of 55 acres suitable for cultivation, all as described and shown in Exhibit A attached hereto and incorporated herein by reference. The rental payment shall be made in full upon on or before January 30th of each calendar year of this Lease.

3. **Use of Premises by Lessee.** Lessee shall, during the Term, occupy and use the Premises for the purpose of planting, growing, and harvesting of soybeans, wheat, corn, cotton, sweet potatoes, tobacco and any other agricultural crop on all existing cleared fields of the Premises that are suitable for cultivation, and for no other purposes. Lessee will not utilize any farm buildings, dwellings or woodlands on the Premises.

4. **Additional Covenants of Lessee.** Lessee shall make and keep the Premises, including all ditches, fence rows and turn-rows thereon, free and clear of all weeds, grass, or other growth generally considered in the geographical vicinity of the Premises to be foul, obnoxious, or objectionable to good farming or pastures. Lessee shall mow and maintain the area surrounding the vacant house on the Premises at least twice each year during the lease period one in June and once in September. Lessee shall use its best known method for eradicating any disease, blight or weeds of any character appearing on the Premises or in or on any crop growing or to be grown on the Premises by Lessee.

5. **Farm Operating Expenses.** During the Term, Lessee shall pay all operating expenses in connection with Lessee's use of the Premises.

6. **Waste.** Lessee shall not commit or permit the commission by others of any waste on the Premises.

7. **Improvements/Alterations.** Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvement thereon or facility appurtenant thereto. Further, Lessee shall not construct or erect any improvement or structure upon the Premises. Lessee will preserve all stream crossings, drainage structures, terraces, waterways, streams, ditches and irrigation equipment.

8. **Hold Harmless.** Lessee shall indemnify and hold Lessor and the property of Lessor, including the Premises, free and discharged from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation or use of the Premises, including any claim, liability, loss, or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the Premises, the condition of any of Lessee's personal property in or on the Premises, or the acts or omissions of Lessee or any person in or on the Premises with the express or implied consent of Lessee. Such indemnity shall extend to any claim, liability, loss or damage occasioned by reason of Lessee's failure to perform any provision of this Lease or to comply with any requirements imposed upon it or on the Premises by any duly authorized governmental agency or political subdivision. Lessee stipulates that it has independently investigated all facts material to it in connection with this Lease and that the Premises are being leased by Lessee as a result of its own inspections and investigations and not as a result of any representations made by or on behalf of Lessor.

9. **Subleasing and Assigning.** Lessee shall not encumber, assign, or otherwise transfer this Lease or any right or interest of Lessee therein. Lessee shall not sublet the Premises or any part thereof or allow any other person to occupy or use the Premises or any part thereof except for Lessee's agents, employees, and independent contractors when engaged in the performance of Lessee's duties hereunder.

10. **Removal of Equipment and Crops.** So long as Lessee is not in default of the terms and conditions of this Lease, Lessee shall have the right at any time during the Term and within the (60) day period before Termination or Early Termination to enter upon and remove or cause to be removed from the Premises any of the equipment, crops and other material used by Lessee in the operation of its business. All damage caused to the Premises by such removal shall be repaired by Lessee within ten (10) days after removal; provided, however, that no such equipment, crops or other materials shall be removed if such removal would cause permanent injury to the Premises and provided, further, that if said equipment, crops or other materials are not removed at by the end of the Term, Lessor may require the removal of the same at Lessee's expense.

11. **Taxes and Assessments.** Lessee shall list and promptly pay when the same shall become due all taxes, levies and assessments upon the equipment, crops and other personal property of the Lessee located upon the Premises.

12. **Default of Lessee.** In the event the Lessee shall fail in the performance or observance of any of the terms and conditions of this Lease, or shall use the Premises contrary to the provisions and limitations hereof, and any such failure to perform shall continue for a period of thirty (30) days after the Lessor has given written notice of such default to the Lessee, then the Lessor, without excluding any other rights or remedies that it might have, shall have the immediate right of re-entry and may remove all persons and equipment, crops and other materials from the Premises and such equipment, crops and other materials may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee, all without resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

In the event the Lessor does not exercise its privileges and rights upon a default hereunder, such non-exercise shall not waive its right to exercise such rights and privileges at a later time or for any other cause of forfeiture or default or for the same occurring at any other time. The remedies given in this paragraph are merely cumulative and shall not deprive the Lessor of any of its other legal or equitable remedies.

13. **Notices.** Whenever it is provided herein that notice, demand, request or other communication shall or may be given to or served upon either Lessor or Lessee by the other, and whenever either Lessor or Lessee shall desire to give or serve upon the other any notice with respect hereto or the Premises or any election with respect thereto, each such notice shall be in writing and shall not be effective for any purpose unless the same shall be given or served as follows:

(a) If given to or served upon Lessee, by personally delivering or by mailing the same to Lessee by registered or certified mail, postage prepaid, return receipt requested, to the following address:

Bissette Farm, Inc.
c/o Derek Bissette
P.O. Box 21
Middlesex, NC 27557

(b) If given to or to be served upon Lessor, by personally delivering or by mailing the same to Lessor registered or certified mail, postage prepaid, return receipt requested, to the following address:

Nash County
120 W. Washington Street
Nashville, NC 27856
ATTN: County Manager

Any such notice, demand, request or other communication shall be deemed to have been given on the date hand delivered or, if mailed by registered or certified mail (3) days after it is duly deposited in any United States Post Office or Branch Post Office.

The address of Lessor and the address of Lessee as hereinabove set forth may be changed from time to time by either party by notice as herein provided.

14. **Rights of Parties:** The term "Lessee" shall mean the heirs, executors, administrators, or successors of said Lessee, and the term "Lessor" shall mean the heirs, executors, administrator, successors and assigns of said Lessor, within this instrument. The terms "Lessor" and "Lessee" shall include the singular, plural, masculine, feminine or neuter as required by the context of this Lease .

15. **Liability Insurance:** Lessee shall provide and keep in force during the original term of this Lease and any extension of said term for the mutual benefit of Lessor and Lessee, general public liability insurance insuring against loss resulting from any claim, cause of action, actions and judgments for personal injury, loss of life or property damage suffered in, upon and about the Premises, said policy to provide coverage in the amount of at least One Million Dollars (\$1,000,000.00) with respect to any one person and at least One Million Dollars (\$1,000,000.00) with respect to any one accident and to the limit of at least Three Hundred Thousand Dollars (\$300,000.00) in respect to property damage. Lessee shall also provide Worker's Compensation insurance to comply with North Carolina law. Certificates of all policies of insurance shall be delivered to Lessor upon demand.

16. **Approval:** This lease is subject to formal approval of the Nash County Board of Commissioners, at the January, 2017 regular meeting of the Board.

17. **No Partnership:** Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Lessee expressly agrees to indemnify and hold Lessor and the property of Lessor, including the Premises free and harmless from any and

all obligations and liabilities, incurred by Lessee in conducting farming or other operations, whether conducted pursuant to this Lease or otherwise on the Premises.

18. **Entire Agreement:** This writing contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior negotiations, understandings, terms, or conditions are deemed merged in this Lease. This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

19. **Recordation of Memorandum of Lease:** The parties hereto agree that this Lease shall not be recorded except with the express written consent of all parties, but that a Memorandum of Lease to be furnished by Lessor will be utilized in the usual short form for recording, if required. The party desiring to record shall be responsible for any recording fees.

20. **Governing Law:** This Lease shall be construed under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:

NASH COUNTY, a body politic
and corporate of the State of North Carolina

By:  (SEAL)
Chairman, Nash County Board of Commissioners

LESSEE:

BISSETTE FARMS, INC.

By: _____ (SEAL)
President

EXHIBIT A

Parcel One

BEING all of Tract A, containing 93.37 acres, more or less, as shown on that map entitled, "Property of Nash County," by Chamblee & Strickland, Land Surveying, dated April 18, 2006, and recorded in Map Book 34, Page 26, Nash County Registry.

Parcel Two

BEING all of Tract B, containing 94.34 acres, more or less, as shown on that map entitled, "Property of Nash County," by Chamblee & Strickland, Land Surveying, dated April 18, 2006, and recorded in Map Book 34, Page 26, Nash County Registry.

Parcel Three

Being all of Parcel A containing 21.784 acres, more or less, and all of Parcel B containing 3.866 acres, more or less, as shown on that survey entitled "Property of Nash County," dated October 14, 2008 by Chamblee & Strickland Land Surveying, and recorded in Map Book 36, Page 150, Nash County Registry. Being a portion of the property allotted to the heirs of the late Lonnie Earl Baines in Nash County Special Proceeding 90-SP-57. For further reference see Report of Commissioners recorded in Book 1483, Page 640, Nash County Registry. This being the same property conveyed to Nash County by Olivia Manning Baines, et al by deed, dated December 2, 2008, and recorded in Book 2434, Page 782, Nash County Registry.

Nash County Tax Parcel: 105943 (2744 0024 3209)

Ms. Dorsey presented for the Board's consideration a revised Nash County Board of Commissioners Meeting Calendar for 2017.

On motion of Lou M. Richardson seconded by J. Wayne Outlaw and duly passed that the following Nash County Board of Commissioners Meeting Calendar for 2017 be approved:

**Nash County Board of Commissioners'
Regular Meeting Dates for 2017
(Revised)**

1st Monday
10:00 AM

January 11
(Rescheduled from *January 2 and January 9)

1st Monday
9:00 AM

February 6

March 6

April 3

May 1

June 5

July 10
(Rescheduled from **July 3)

August 7

September 11
(Rescheduled from ***September 4)

October 2

November 6

December 4

3rd Monday
2:30 PM

February 20

March 20

April 17

May 15

June 19

July 24
(4th Monday)

August 21

September 18

October 16

November 20

December 18

*New Year's Day Holiday
**Day before 4th of July Holiday
***Labor Day Holiday

Ms. Dorsey asked the Board to consider appointments to the Middlesex Corporate Center – Architectural Committee.

On motion of Lisa Barnes seconded by Lou M. Richardson and duly passed that Robbie B. Davis, Commissioner, Krista Ikirt, Vice-President of Carolinas Gateway Partnership, and Rosemary Dorsey, Assistant County Manager be appointed to the Middlesex Corporate Center – Architectural Committee as required by the new covenants for the Middlesex Corporate Center.

Ms. Donna Wood, Finance Officer, requested approval of budget amendments for Fiscal Year 2016-2017.

On motion of J. Wayne Outlaw seconded by Dan Cone and duly passed that the following budget amendments be approved.

Health Department

The amendment is to budget additional one time State (Title V) funding to assist with the purchase of contraceptives and medical supplies in the Family Planning program. No County funds requested.

Revenue:

0100211-451231	Family Planning	<u>\$2,055</u> Incr
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Expenditure:

0105120-526000	Supplies	<u>\$2,055</u> Incr
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This amendment is to budget additional one-time State (Title V) funding to purchase additional medical supplies for the maternity clinic, educational materials for prenatal education and/or expenses for additional staff to participate in staff development and training. No County funds requested.

Revenue

0100211-452531	Maternal Health	<u>\$107</u> Incr
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Expenditure:

0105217-526000	Supplies	<u>\$107</u> Incr
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Parks & Recreation

The amendment is to budget additional funds received to date from local businesses for team uniform sponsorships. No County funds requested.

Revenue:

0100400-449804	Sponsorships Team Uniforms	<u>\$ 3,966</u> Incr
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Expenditure:

0106120-569247	Sponsorship Support	<u>\$ 3,966</u> Incr
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Mr. Jim Wrenn, Tax Administrator provided an update to the Board on the 2017 Revaluation Project.

Mr. Wrenn asked the Board to consider approval of the report of the Tax Collector on unpaid 2016 taxes that are liens on real property and order the Tax Collector to advertise 2016 taxes that are liens on real property at least once in the newspaper between March 1, 2017 and June 30, 2017.

On motion of Fred Belfield, Jr. seconded by Lou M. Richardson and duly passed that the Board approve the report of the Tax Collector on unpaid 2016 taxes that are liens on real property and order the Tax Collector to advertise 2016 taxes that are liens on real property at least once in the newspaper between March 1, 2017 and June 30, 2017.

The Monthly Tax Collector's report was accepted.

On motion of J. Wayne Outlaw seconded by Fred Belfield, Jr. and duly passed that the following tax refunds be approved.

REFUND REQUESTS
FEBRUARY 2016

- | | | |
|---|----|---------|
| 1. BROWN KING MEDICAL PROPERTIES NCO 2016 | \$ | 1247.85 |
| 154 SW MAIN ST | | |
| ROCKY MOUNT NC 27804-5715 | | |

PARCEL 028164 QUALIFIES FOR REFUND BASED ON 60% DOWNTOWN INCENTIVE GRANT

- | | | | |
|------------------------------|-----------------|----|--------------|
| 2. NEW REPUBLIC SAVINGS BANK | NCO 2016 | \$ | 135.54 |
| PO DRAWER 700 | RED OAK FD 2016 | | <u>14.16</u> |
| ROANOKE RAPIDS | TOTAL | \$ | 149.70 |

VALUE REDUCTION OF \$20,230 ERROR IN SQUARE FOOTAGE PARCEL 035766, OWNED BY PATRICK AND SHANNON JOYNER. PER NC GENERAL STATUTE REFUND IS ISSUED TO ENTITY WHO PAID THE TAX BILL.

Chairman Davis called on the Commissioners for any comments.

On motion of J. Wayne Outlaw seconded by Lisa Barnes and duly passed with Fred Belfield, Jr. voting "no" that the Nash County Board of Commissioners approve allotting one-half of the amount, \$80,322.50 (total is \$160,645) from fund balance that is needed to fund a bonus for Nash-Rocky Mount Schools noncertified employees that did not receive a bonus from the state. The motion was made subject to the Nash-Rocky

Mount Schools and Nash County attorneys agreeing on a way that Nash County could fund this one-time bonus without affecting the baseline amount by Nash County regarding language in the statute and with encouragement to the School Board to match and pay the balance of the \$160,645 (\$80,322.50) to fund the whole amount of the bonus to those employees.

Mr. Lamb provided a Manager's Report to the Board.

On motion of J. Wayne Outlaw seconded by Lou M. Richardson and duly passed that the Board go into closed session as permitted by NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege: NCGS 143-318.11(a)(4) for the discussion of matters relating to economic development and the location or expansion of industries or other businesses in the County; NCGS 143-318.11(a)(5) to establish or to instruct the public body's staff or negotiating agents concerning the position to be taken on behalf of the county in negotiating the price or a proposed contract for the acquisition of real property; and NCGS 143-318(a)(6) to consider the qualifications, competence, fitness and conditions of appointment or conditions of initial employment of a prospective public officer or employee.

During closed session, the Board received updates on economic development projects, consulted with the attorney to discuss matters that are subject to the attorney-client privilege between the attorney and the Board and had discussion related to the county manager's annual evaluation.

On motion of J. Wayne Outlaw seconded by Fred Belfield, Jr. and duly passed that the closed session minutes of December 12, 2016 recessed meeting and January 11, 2017 regular meeting be approved.

On motion of Fred Belfield, Jr. seconded by Lou M. Richardson and duly passed that the closed session adjourn.

On motion of J. Wayne Outlaw seconded by Fred Belfield, Jr. and duly passed that the meeting adjourn.

Nash County Board of Commissioners