

AGENDA

All items are for discussion and possible action.
Perquimans County Board of Commissioners
Commissioners' Room - Courthouse Annex Building
June 3, 2019
7:00 p.m.

Board of Equalization & Review to meet in Commissioners' Room at 6:50 p.m.

- I. Call to Order
- II. Prayer & Pledge
- III. Approval of Agenda
- IV. Consent Agenda
(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made from a Commissioner or Commissioners.)
 - A. Approval of Minutes: May 6, 2019 Regular Meeting & May 20, 2019 Work Session Minutes along with other Budget Work Sessions for May
 - B. Tax Refund Approval
 - C. Personnel Matters
 - 1. Change from Full-Time to Part-Time: Deputy Sheriff
 - 2. Completion of BLEET Training : Certified Deputy Sheriff
 - 3. Promotion: Full-Time AEMT
 - 4. Appointment: Part-Time AEMT (2)
 - 5. Resignation: Non-Certified Part-time/Fill-in Telecommunicator
 - 6. Resignation: Part-Time Housekeeper at Recreation
 - D. Step/Merit Increases
 - 1. Social Services Department (3)
 - 2. Recreation Department (1)
 - 3. Sheriff's Department (1)
 - 4. Tax Department (1)
 - E. Board Appointments/Reappointments:
 - 1. Reappointment: Local Library Board
 - 2. Reappointment: Recreation Advisory Committee – At Large
 - 3. Reappointment: Recreation Advisory Committee – Town of Winfall Representative
 - 4. Appointment: Recreation Advisory Committee – Town of Hertford Representative
 - 5. Reappointment: Senior Tarheel Regional Advisory Board
 - 6. Social Services Board - Commissioner
 - F. Juvenile Crime Prevention Documentation
 - 1. Certification for FY 2019-20
 - 2. Inter-Agency Council Appointments for FY 2019-20
- V. Presentations & Introduction of New Employees/Staff
 - A. Presentation of Plaques
 - 1. Water Department
 - 2. Social Services
 - 3. Extension Office
 - B. Introduction of New Employees/Staff
 - 1. Extension
 - 2. Social Services
- VI. Scheduled Appointments
 - A. Bill Jennings, Tax Administrator 7:00 p.m.
 - B. Susan Chaney, Social Services Director 7:05 p.m.
 - C. 7:10 p.m.
 - D. 7:15 p.m.

ACTION
REQUIRED

NO
ACTION
REQUIRED

- | | | |
|--------------------------|-------|---|
| NO
ACTION
REQUIRED | VII. | Presentation of FY 2019-2020 Budget |
| | VIII. | Commissioner's Concerns/Committee Reports |
| | A. | Alan Lennon – Tourism Development Authority |
| | B. | |
| | C. | |
| ACTION
REQUIRED | IX. | Old Business |
| | A. | Updates from County Manager |
| | B. | Resolution & Lease to Historic Hertford, Inc. (Carolina Moon Theater Group) |
| | C. | |
| | X. | New Business |
| | A. | Transfer of Property with NCDOT |
| | B. | Sale of Surplus Property |
| | C. | EMS Franchise Ordinance |
| | D. | Janitorial Contract - Recreation |
| | E. | Resolution for Strengthening Critical Drainage & Water Quality Infrastructure |
| | F. | |
| | G. | |
| | H. | |
| NO
ACTION
REQUIRED | XI. | Unscheduled Appointments/Public Comments
<i>(If you wish to address the Board, please state your name for the record prior to speaking.
Comments are usually limited to three (3) minutes.)</i> |
| | A. | |
| | B. | |
| | C. | |
| ACTION
REQUIRED | XII. | Closed Session: Per NCGS #143-318-11(3) – Consult with Attorney regarding
Legal Matter & Closed Session Minutes |
| | XIII. | Adjournment |

FOR INFORMATION ONLY:

- Prescription Card Program

DEPARTMENT HEAD REPORT:

- Plat Log
- Building Inspections Report
- Code Enforcement Reports

COMMITTEE WRITTEN REPORTS:

- EMS Peer Review Committee Minutes – April 18, 2019
- 911 Communications Division Advisory Board Minutes – April 18, 2019
- Skills, Inc. Annual Report for April, 2018 to March, 2019

NOTES FROM THE COUNTY MANAGER

June 3, 2019

7:00 p.m.

Board of Equalization & Review to meet in Commissioners' Room at 6:50 p.m.

- IV. **Enclosures.** Items included on the Consent Agenda are enclosed. *If you wish to discuss any of these items, please make that request during the meeting.*
- V. **Enclosures.** The Chairman will make these presentations & department heads will introduce the following employees/staff.
- A. **Presentation of Plaques:** The Chairman will present retirement plaques to Eugene Knight (30 years in Water Department); Paula Cartwright (22 years in Social Services); and Risha Griffin (29 years in Extension Office). Jewel Winslow will also present several items to Risha from North Carolina State University.
- B. **Introduction of Employee:**
- Jewel Winslow, Extension Director, will introduce their intern for the summer. He will be working at their office from May 13th to August 2nd.
 - Susan Chaney will introduce Patricia Serino, IMC I working toward IMC II, who was appointed on May 1, 2019.
- VI.A. **Enclosure.** Bill Jennings, Tax Supervisor, will present his monthly report.
- VI.B. Susan Chaney, Social Services Director, will present her monthly report.
- VII. County Manager Heath will present the FY 2019-2020 Budget to the Board and request to set up a Public Hearing for Monday, June 17, 2019. *(A copy of Budget Message will be provided to you on Monday.)*
- VIII.A. Since being appointed to the Tourism Development Board, Commissioner Lennon has observed several concerns that he feels might need to be discussed with the Board. He would like to discuss those concerns.
- IX.A. County Manager Heath will present several updates to the Board.
- IX.B. **Enclosures.** Last month, County Manager Heath presented the enclosed Lease Agreement and Resolution for Historic Hertford, Inc. (Carolina Moon Theater Group). He further explained that, per County Attorney High's instructions, a 30-day public notice has been made stating that the Board would consider adopting a Resolution approving the lease at the June 3, 2019 meeting. Mr. Heath is now bringing it to the Board for adoption and approval of Lease Agreement with Historic Hertford, Inc. (Carolina Moon Theater Group). Board action is being requested.
- X.A. County Attorney High will explain the request from NC Department of Transportation (NCDOT) to transfer property located on Wiggins Road. Board action may be requested.
- X.B. The County adopted a resolution to proclaim certain County property as surplus items and to proceed to sell them on GovDeals. The bid period for the following surplus items with GovDeals will close on June 3, 2019 at 12:00 p.m. Currently, we have not received any bids. The following items have been listed with GovDeals:

Director's Area/Staff:

Maple Desk/Table – 36" x 24"
Mahogany Desk/Table – 48" x 28"
Maple Desk – 28" x 72"
Kelvinator Fridge

Children's Section

2 Stacks – 9' x 5'
2 Round Oak Tables – 3' 6"
7 Mahogany Computer Tables
4 Green Office Chairs

Old Non-Fiction Area:

DVD Cabinet – 4' x 2'
Wall Shelves/Stack {2' x 8'
1 Cubby (Blue Sides)
Microfiche Machine (JVC)
Mahogany Table 42" x 42"
DVD Trays (Plastic)
6 Office Chairs
Conference Table – 3' x 6'
3 Rotating Book Shelves – 5'
4 Large Stacks (Double Sided) – 7' x 18'

Main Stack Area:

Loose Bottom Angled Racks – 3' Long
4 Library Stacks – 7' x 9"
Corner Desk – 4'
Stand-Up Maple Desk 3' x 3' 3"
Two Antique Rocking Chairs
1 Library Stack – 4' x 9"
1 Library Stack – 7' x 6'
Old Computer Network

Other Contents include: Misc. Frames.
Pictures, Chairs, Crafts, Knick-Knaecks, Loose
Items

Board action is being requested.

- X.C. **Enclosures.** Jonathan Nixon, Emergency Services Director, and County Attorney High will explain the enclosed revised Perquimans County Ordinance regulating the ambulance service and the granting of ambulance service franchises (formerly Ordinance No. 27). They are bringing it before the Board this month for information purposes only. A Public Hearing will be held next month for possible Board action.

- X.D. **Enclosures.** With the resignation of Brenda Jackson, Part-Time Housekeeper at Recreation Center, Maintenance Supervisor, Robin Trueblood is recommending the attached contract with FK & Associate, LLC to handle the janitorial services at the Recreation Center. Board action is being requested.
- X.E. **Enclosures.** At the May 20, 2019 Work Session, County Manager Heath presented a Resolution forwarded to him from Mark Powell, Albemarle RC&D, to request the State to strengthen critical drainage & water quality infrastructure in the northeast North Carolina area around the Albemarle & Pamlico Sounds. Board action is being requested.
- XII. **Enclosure.** Pursuant to NC General Statute 143-318.11(3), the Board will need to go into Closed Session to consult with their attorney regarding a legal matter and to approve Closed Session Minutes.

CONSENT AGENDA NOTES

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner)

- A. **Enclosures:** Approval of Minutes – May 6, 2019 Regular Meeting & May 20, 2019 Work Session Minutes along with other Budget Work Sessions in May.
- B. **Enclosure:** Tax Refund – see attached list
- C. **Enclosures:** Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Brian Gregory	Part-Time Deputy	Reclassification	65/3	\$16.47/hr.	05/15/2019
Russell Gray	Certified Deputy	Certification	65/1	\$32,617	06/01/2019
Alyssa Walters	Full-Time AEMT	Promotion	66/1	\$34,087	06/01/2019
Michael Lane	Part-Time AEMT	Appointment	66/1	\$16.39/hr.	06/01/2019
Jared Turner	Part-Time AEMT	Appointment	66/1	\$16.39/hr.	06/01/2019
Sarah Patterson	PT/PI Noncertified Telecommunicator	Resignation			05/07/2019
Brenda Jackson	Part-Time Housekeeper - Recreation	Retirement			05/31/2019

- D. **Enclosures:** During the Budget process, these step increases were approved for the employee. The following individuals are being recommended by their supervisor for step increases:

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Amy Felton	Social Worker IA&T	70/3	42,680	06/01/2019
Joe Ann White	Social Worker III	69/6	43,959	06/01/2019
Shery Schrodt	SW III	69/4	41,865	06/01/2019
Amanda Layden	Administrative Ass't - Recreation	58/7	27,749	06/01/2019
Christopher Murray	Deputy Sheriff	65/4	35,107	06/01/2019
Tashara Granby	Tax Clerk - Collections	58/3	25,168	06/01/2019

- E. **Enclosures:** The following Board appointments are being presented for Board action:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Layden, Douglas	Local Library Board	Reappointment	4 yrs.	07/01/2019
Reed, Debbie	Recreation Advisory Committee - At Large	Reappointment	3 yrs.	07/01/2019
Congdon, Steav	Recreation Advisory Committee - Winfall	Reappointment	3 yrs.	07/01/2019
Jackson, Quentin	Recreation Advisory Committee - Hertford	Appointment	3 yrs.	07/01/2019
Hofman, Lillian	Senior Tarheel Regional Advisory Board	Reappointment	1 yr.	07/01/2019
Woodard, Charles	Social Services Board <i>(as long as Commissioner)</i>	Reappointment	3 yrs.	07/01/2019

- F. **Enclosures:** The Board needs to take action on the following Juvenile Crime Prevention Council (JCPC) documents for FY 2019-20

1. **Certification for FY 2019-20:** This is to certify the funding through JCPC for FY 2019-20.
2. **Inter-Agency Council Appointment for FY 2019-20:** This is to certify the Inter-Agency Council Members for FY 2019-20.

ADJOURNMENT

After the last Departmental Budget Presentation, the meeting was adjourned.

Wallace E. Nelson, Chairman

Deputy Clerk to the Board

DEPARTMENTAL BUDGET PRESENTATIONS
 April 30, 2019
 5:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentations on Monday, April 30, 2019, at 5:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace Nelson, Chairman Fondella Leigh, Vice Chair
 Joseph W. Hoffer Kyle Jones
 Alan Lennon Charles Woodard

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager/Deputy Clerk to the Board
 Tracy Mathews, Finance Officer

DEPARTMENTAL BUDGET PRESENTATIONS

The following department supervisors presented their budget requests for FY 2019-20:

- > 5:00 p.m. – Howard Williams – Recreation Department
- > 5:30 p.m. – Jewel Winslow – Cooperative Extension
- > 6:00 p.m. – Shelby White – Sheriff's Department
- > 6:30 p.m. – Jackie Frierson – Register of Deeds
- > 7:00 p.m. – Jonathan Nixon – EMS/Emergency Management/Communications

ADJOURNMENT

After the last Departmental Budget Presentation, the meeting was adjourned.

Wallace E. Nelson, Chairman

Deputy Clerk to the Board

REGULAR MEETING
 May 6, 2019
 7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, May 6, 2019, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace E. Nelson, Chairman Fondella A. Leigh, Vice Chair
 Joseph W. Hoffer T. Kyle Jones
 Alan Lennon Charles Woodard

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager Mary Hunnicutt, Clerk to the Board
 Hackney High, County Attorney

The meeting was called to order by Chairman Nelson. Commissioner Hoffer gave the invocation and the Chairman led the Pledge of Allegiance.

AGENDA

Chairman Nelson said that a copy of the amended Agenda was at their seats tonight. Charles Woodard made a motion to approve the Agenda, as amended. The motion was seconded by Fondella A. Leigh. The Board voted unanimously to approve the Agenda, as amended.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Fondella A. Leigh, seconded by Joseph W. Hoffer.

1. Approval of Minutes: April 1, 2019 Regular Meeting & April 15, 2019 Joint Work Session/Work Session Minutes along with Budget Work Sessions in April
2. Personnel Matters:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Patricia Serio	JMC I working toward JMC II (5/2020)	Appointment	61/3	\$28,719	05/01/2019
Katherine Weiss	P/T F/I Certified Telecommunicator	Resignation			04/01/2019
Tameka Carter	JMC I working toward JMC II	Termination			04/12/2019
Jonathan Blanchard	Athletic Program Specialist	Resignation			05/03/2019
Kelvin Roberson	Water Plant Operator	Retirement			08/01/2019

3. Step/Merit Increases:

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Anna Johnson	Certified Telecommunicator	62/2	\$29,296	05/01/2019
Anthony Johnson	911 Shift Supervisor – Telecommunications	63/9	\$36,308	05/01/2019

Employee Name	Employee Job Title	Grade /Step	New Salary	Effective Date
Janet Stallings	Secretary/Technician - Soil Conservation	6177	\$31,665	05/01/2019
Bill Jennings	Tax Administrator	726	\$50,163	05/01/2019

4. Budget Amendments:

BUDGET AMENDMENT NO. 18
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	41,855	
10-511-741	Capital Outlay - 911 Equipment	41,855	

EXPLANATION: To amend FY 18/19 budget to cover the backup server project expenses (local expenses for 911 project) as outlined in the funding reconsideration.

BUDGET AMENDMENT NO. 19
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-012	State Grants - Emergency Management	14,475	
10-530-338	Haz Mat Grant	14,475	

EXPLANATION: To amend FY 18/19 budget to include HazMat Grant, CFDA #: 20.703 GRANT#: HM-HMP-0544-16-01-00.

6. Board Appointment/Resignation: The following Board appointment/resignation were unanimously approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Benjamin Hobbs	Board of Adjustment - Alternate	Resignation	12/31/2019	04/01/2019
Beverly Gregory	Aging Regional Advisory Council (RAC)	Appointment	Unlimited	05/01/2019

7. Clarification of Personnel Policy Amendment: The following clarification from the Personnel Policy amendment on June 5, 2017 was approved and entered into the Minutes:

In our Personnel Policy, the Board of Commissioners amended it to remove the Retiree Health Insurance Benefit effective June 5, 2017. In the minutes, Mary Hunsicker reflected the following proposed and adopted amendment:

AMENDMENT TO THE PERSONNEL POLICY: RETIREE INSURANCE BENEFIT

County Manager Heath explained that, during the Budget Process, the Board realized that this benefit was not cost effective. Therefore, it was his recommendation to amend the Personnel Policy but effective June 5, 2017. Any employees hired prior to June 5th would still fall under the previous policy but new hires after June 5, 2017 will not have this benefit. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the following amendment was unanimously approved to the Personnel Policy effective June 5, 2017:

Retiree Health Insurance

The County will provide medical and dental insurance coverage up to age 65 for retirees, hired prior to June 5, 2017, from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement benefit from the Local Government Retirement System. Employees hired June 5, 2017 or after, will not be eligible for this employee benefit.

On November 21, 2016, the Personnel Policy was amended as follows:

PERSONNEL POLICY AMENDMENT

County Manager Heath explained that last month, the Board discussed removing the word "continuous" from the following section of the Personnel Policy which was adopted in September, 2015 so it would read:

Retiree Health Insurance

The County will provide medical and dental insurance coverage up to age 65 for retirees from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement from the Local Government Retirement System.

On motion made by Kyle Jones, seconded by Edward R. Muzzulus, the Board unanimously approved change in the Personnel Policy making this Amendment No. 1.

As you will note, the word "continuous" was removed on November 21, 2016 but it was inadvertently put back in on June 5, 2017. It is our belief that it was not the intention of the Board of Commissioners to put "continuous" back in the Personnel Policy on June 5, 2019. The highlighted areas were the only things that were to be amended.

This is for clarification purposes only so that it will be a part of the Board's official Minutes.

8. Resolution/Proclamation: The following resolution/proclamation were unanimously approved by the Board:

> **Surplus Items Resolution:** The Board adopted the following resolution declaring certain items as surplus equipment to be sold on GovDeals:

**RESOLUTION AUTHORIZING SALE
OF CERTAIN SURPLUS COUNTY PROPERTY**

WHEREAS, the Perquimans County Board of Commissioners desires to dispose of certain surplus property of the County;

NOW, THEREFORE, BE IT RESOLVED by the Perquimans County Board of Commissioners that:

1. The following described property is hereby declared to be surplus to the needs of the County:

Director's Area/Staff:
Maple Desk/Table - 36" x 24"
Mahogany Desk/Table - 48" x 28"
Maple Desk - 28" x 72"
Kelvinator Fridge

Main Stack Area:
Loose Bottom Angled Racks - 3'
Long
4 Library Stacks - 7' x 9'
Corner Desk - 4'
Stand-Up Maple Desk 3' x 3' 3"
Two Antique Rocking Chairs
1 Library Stack - 4' x 9"
1 Library Stack - 7' x 6"
Old Computer Network

Other Contents include: Misc. Frames, Pictures, Chairs, Crafts, Knick-Knacks, Loose Items

Old Non-Fiction Area:
DVD Cabinet - 4' x 2'
Walt Shelves/Stack 12' x 8'
1 Cubby (Blue Sides)
Microfiche Machine (3VC)
Mahogany Table 42" x 42"
DVD Trays (Plastic)
6 Office Chairs
Conference Table - 3' x 6'
3 Rotating Book Shelves - 5'
4 Large Stacks (Double Sided) - 7' x 18"

Children's Section
2 Stacks - 9' x 5'
2 Round Oak Tables - 3' 6"
7 Mahogany Computer Tables
4 Green Office Chairs

2. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sale this surplus vehicle on GovDeals.

3. The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.

4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County's website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 4th day of March, 2019.

Wallace E. Nelson, Chairman

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

- > Older Americans Month 2019 Proclamation: The Board adopted the following proclamation declaring May, 2019 Older Americans Month:

**Older Americans Month 2019
A Proclamation**

WHEREAS, Perquimans County includes a growing number of older Americans who enrich our community through their diverse life experiences; and

WHEREAS, Perquimans County is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

WHEREAS, Perquimans County recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

WHEREAS, Perquimans County can enhance the lives of older Americans in our community by:

- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

NOW, THEREFORE, BE IT RESOLVED that the Perquimans County Board of Commissioners do hereby proclaim May 2019 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

Dated this 3rd day of May 2019

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTESTED:

Mary P. Hunnicutt, Clerk to the Board
Perquimans County Board of Commissioners

BLAND BAKER, TRILLIUM

Mr. Baker presented his PowerPoint giving his annual report from Trillium. During his presentation, he stopped and introduced Tracy Webster.

HOWARD WILLIAMS, RECREATION DEPARTMENT

Mr. Williams, Recreation Director, presented his annual report for the Recreation Department. He stated that things are busy at the Recreation Center. He said that if the Board wanted a breakdown of the activities, he would be happy to have Mandy, his secretary, e-mail the full report to them. After presenting his report, Chairman Nelson asked if there were any questions. The following questions were made:

- > County Manager Heath: Mr. Heath asked Mr. Williams about whether or not the parking lot behind the softball park needing to be expanded. Mr. Williams said that it does because it fills up quickly with all the people participating and observing the baseball games and families that are accessing the playground and other facilities at the Center.
- > Commissioner Leigh: Ms. Leigh asked Mr. Williams if the Open Gym was working out okay. Mr. Williams said that it was.

DONNA JONES, MENTORING PROGRAM

Ms. Jones updated the Board on the mentoring program which she is doing on her own. She currently has five (5) children: four (4) boys and one (1) girl. After presenting the update, Ms. Jones asked if there were any questions. The following questions were asked:

- > Chairman Nelson: Mr. Nelson asked Ms. Jones how they determine which student qualifies for the mentoring program. Ms. Jones said that, since she works in the school system, she observes them and also by word of mouth.
- > Commissioner Leigh: Ms. Leigh asked what the ages were for the program. Ms. Jones said that the program covers age 7 through 16 but she currently has ages 10 through 12.
- > Commissioner Lennon: Mr. Lennon asked her which building do they use for the program. Ms. Jones said that she uses the old EMS building located behind the Cooperative Extension Building.

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney presented information regarding the following items:

- > NC Managed Care Update: Ms. Chaney said that Mr. Bland covered this earlier and explained that the Social Services Department is very active in this process. She has a large packet if they would like for her to e-mail it to them. As things stand now, Perquimans County Social Services will be going live in February, 2020. Chairman Nelson asked Ms. Chaney to e-mail this report to the Board members. Commissioner Lennon asked about providing the clients with 800 numbers. Ms. Chaney said that they were going to provide them the regular call center North Carolina phone number and a backup call center in Hampton via 800 numbers.
- > Department of Health & Human Services (DHHS) Memorandum of Understanding (MOU) between DSS & Counties: Ms. Chaney explained that, last week, she met with Mr. Heath to discuss the MOU. She stated that each year the DHHS establishes a MOU between the Social Services Departments and their Counties. The County Managers and DSS Directors are required to sign the MOU. It lists the performance measures that Social Services have to comply with otherwise the Social Services Department would be under corrective action. There are

thirteen (13) measures that they need to look at beginning July 1, 2019. Five (5) of these measures are in child support which is contracted with Young Williams and, according to this year's figures, it appears that we are on track with four (4) out of five (5) of them. The only one that we are not in compliance with is the one that states that we meet the annual goal of total child support collections which is, on any given day, out of our control. They will be working on getting this under compliance. There are two (2) energy program performance measures, three (3) food nutrition measures, one (1) program integrity measure, and two (2) Work First measures. As of now, they are in compliance with all these performance measures. They met them last year with no problem. In the upcoming fiscal year, they will add child welfare & foster care, adult services, special assistance, and child care. Because the data is currently not correct in our system, they are not going to be holding our counties responsible to meet data measures in those fields.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns/committee report was given:

- > **Chairman Nelson:** Mr. Nelson discussed the possibility of moving unscheduled appointments/public comments up in the meeting for two (2) reasons: (a) if what they want to speak about an item under old or new business, action could have been made before they had the opportunity to speak; and (b) it prevents the speakers from having to stay so late before they bring their issue to the Board. Chairman Nelson said he was thinking about placing it after the scheduled appointments. Commissioner Lennon said that Chowan County has their public comments earlier in the meeting. Commissioner Leigh asked if it would be before or after scheduled appointments. Commissioner Woodard said that putting it before Commissioners Concerns/Committee Reports but after Scheduled Appointments. Mary Hunicutt, Clerk to the Board, stated that, when she first became Clerk, the Unscheduled Appointments/Public Comments were right after Scheduled Appointments but it got changed. Chairman Nelson asked the members of the Board to let him know their feelings about this so that we could implement the change on the June Agenda.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- > **County Assembly Day:** Mr. Heath reported that he and Chairman Nelson will attend NCACC County Assembly Day in Raleigh on May 8th.
- > **Budget Work Session:** Mr. Heath reminded the Board that they will have the Board of Education and Social Services Budget Presentations on May 13th.
- > **Durant's Neck Fire Department:** Mr. Heath explained that the Durant's Neck Fire Department recently went through their fire inspections and maintained their 9S Rating and told Mr. Heath that their Water Shuttle Testing went really well but they have not heard back from State on that. They do feel confident about it. This will help lower insurance rates in that district.

MEMORANDUM OF UNDERSTANDING FOR PERQUIMANS COUNTY SOIL & WATER CONSERVATION

County Manager Heath presented a Memorandum of Understanding between Perquimans County, US Department of Agriculture Natural Resources Conservation Service, and NC Department of Agriculture & Consumer Services – Division of Soil & Water Conservation, and Perquimans Soil & Water Conservation District. He explained that this was a five (5) year Agreement and he recommends approval. On motion made by Joseph W. Hoffer, seconded by Alan Lennon, the Memorandum of Understanding for Perquimans County Soil & Water Conservation was unanimously approved by the Board (see Attachment A).

LEASE TO HISTORIC HERTFORD, INC (CAROLINA MOON THEATER GROUP)

County Manager Heath presented a copy of the lease agreement (see below) with Historic Hertford, Inc. (Carolina Moon Theater Group). It is a five-year lease with one-year lease renewals for five years. It states the responsibilities of the lessor and the lessee. It has been reviewed by County Attorney High. It is presented for information only tonight because there is a process that the County has to follow in order to enter into a lease agreement. To lease property, the County has to post a 30-day public notice. Then, at the meeting date set forth in the notice, the County will need to adopt a resolution (see below) approving the lease. Mr. Heath plans to bring the Lease Agreement before the Board for action at their June 3, 2019 meeting.

NORTH CAROLINA
PERQUIMANS COUNTY

LEASE

THIS LEASE is made effective as of the _____ day of _____, 2019, by and between PERQUIMANS COUNTY, NORTH CAROLINA, a body politic existing under the laws of the State of North Carolina ("County") and HISTORIC HERTFORD, INC. (CAROLINA MOON THEATER GROUP), a North Carolina nonprofit corporation ("Tenant").

PREMISES

A. County is the owner of the property located at 110 W. Academy Street, Hertford, NC 27944, Perquimans County Tax Parcel # 3-D040-AA112-B; reference is made to Deed to Perquimans County recorded in Book 134, Page 881, Perquimans County Registry, together with the buildings, improvements and fixtures thereon, all easements, hereditaments, privileges and appurtenances related thereto, and all equipment, and personal property therein (the "Leased Premises").

B. County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from County.

NOW, THEREFORE, in consideration of the promises, the mutual obligations of the parties contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Lease:

County, for and in consideration of the payments hereinafter stipulated to be made by Tenant and the covenants and agreements hereinafter contained to be kept and performed by Tenant does, by these presents, demise, lease and let unto Tenant, for the term and upon the conditions hereinafter stated, the Leased Premises; under and subject, however, to liens, deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations and ordinances, building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction and to which the Leased Premises may be subject.

2. Term:

(a) **Initial Term.** The initial term of this Lease shall begin on May 6, 2019 and extend for a period of five (5) years unless sooner terminated as herein provided. Upon sixty (60) days written notice during the initial term, either the County or Tenant may withdraw from this agreement and the lease will be terminated accordingly.

(b) **Optional Renewal Terms.** This Lease shall be automatically renewed and extended for up to a maximum of five (5) additional terms of one (1) year each, upon the same terms and conditions of the initial term of this Lease, unless either County or Tenant gives to the other party sixty (60) days written notice before the end of the term about to expire that the Lease shall not be so renewed and extended.

3. Rent:

Tenant agrees to pay rent for the Leased Premises in the amount of one dollar (\$1.00) per year, payable in advance on or before the first day of the Initial Term and the first day of each Optional Renewal Term.

4. Condition and Title of Leased Premises Repairs:

Tenant acknowledges that except as otherwise set forth in this Lease: (i) Tenant has examined the Leased Premises prior to the making of this Lease and knows the condition thereof as of the first day of the Initial Term and accepts the same in said conditions; (ii) no representations as to the condition of the Leased Premises have been made by representatives of County, and (iii) Tenant is entering into this Lease relying solely upon its own examination of the Leased Premises. EXCEPT AS SPECIFICALLY NOTED IN THIS LEASE, INCLUDING THE NEXT SENTENCE, BY THE EXECUTION OF THIS LEASE, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE LEASED PREMISES IN AN AS-IS CONDITION. TENANT ACKNOWLEDGES THAT COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Utility Services:

Tenant agrees to pay or cause to be paid all charges for gas, water, fuel, oil, sewer, electricity, light, heat, power, telephone and other utilities and services, used, rendered, or supplied to, upon or in connection with the Leased Premises. Tenant agrees that County is not, nor shall it be, required to furnish to Tenant or any other occupant of the Leased Premises, any gas, water, fuel, oil, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind, except as otherwise provided for herein. Tenant shall keep the Leased Premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.

6. Indemnification and Non-Liability of County:

Tenant covenants and agrees, at its expense, to pay and to indemnify, defend and save harmless, County, and all of its officers, agents, shareholders, members, employees and directors, from and against, any and all losses, penalties, fines and other pollution related items, costs, expenses (including reasonable attorneys' and consultants' fees), claims, damages, liabilities and judgments ("Claims") arising from the occupation, use, possession, conduct or management of or from any work done in or about the Leased Premises or from the permitted subletting of any part thereof including any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Leased Premises or the occupancy or use thereof during the Term. Tenant also covenants and agrees, at its expense, to pay, and to indemnify, defend, and save harmless County, and all of its officers, agents, shareholders, employees and directors, from and against any and all Claims arising during the Lease from:

- (i) any condition of the Leased Premises and adjoining sidewalks and passageways.
- (ii) Any and all claims by laborers and materialmen for any improvements constructed by Tenant. Tenant shall cause any mechanics lien filed against the Leased Premises as a result of any act or interest of Tenant or any party claiming through Tenant to be removed within thirty (30) days of the filing thereof.
- (iii) any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to this Lease.
- (iv) any act of negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, or
- (v) any accident, injury or damage whatever in or about the Leased Premises or upon or under the sidewalks and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against County by reason of any such claim, Tenant, upon prompt notice from County, covenants to resist or defend such action or proceeding. Nothing contained in this Section shall be deemed to restrict Tenant from contesting any claim which it deems not properly asserted and to withhold payment until such time as an appropriate adjudication thereof and is had in a court of competent jurisdiction.

7. Property Insurance:

- (a) County shall maintain property insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.
- (b) Tenant shall, at its Sole option, discretion and expense, provide insurance coverage for its personal property and equipment, and any other insurance coverage Tenant elects to procure.

8. Use:

The Leased Premises shall be used and occupied by Tenant for the following uses: (a) professional office space, (b) meeting space, and (c) a theater, and for no other use (the "Approved Use"). Tenant will not use the Leased Premises for, or carry on or permit upon the Leased Premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy. Nothing shall be buried, and nothing shall be allowed to be placed in the septic or sewer system except non-toxic, non-hazardous sewage. Tenant further agrees that the Leased Premises shall not be used or be permitted to be used in whole or in part during the Term of this Lease in such a way as to cause undue depreciation or undue wear or tear of any portion thereof.

9. Hazardous Materials:

- (a) Tenant agrees that it will not place, hold, store, or dispose of any Hazardous Material, as defined below, under or at the Leased Premises.
- (b) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of North Carolina or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance" under the laws of the State of North Carolina, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (viii) any other Federal, state or local statute law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any hazardous, toxic or dangerous, waste, substance, or material. (collectively the "Environmental Laws").
- (c) Tenant hereby agrees to and does indemnify, defend, and hold harmless County of, from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from any time to time may be paid, incurred or suffered by, or asserted against County for, with respect to, or as a direct or indirect result of any breach by Tenant, its agents, invitees, officers, or licensees of the foregoing covenants (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law.

10. Liability Insurance:

- (a) County may maintain liability insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.
- (b) Tenant shall maintain Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Tenant's operations in the Leased Premises, with combined single limits of not less than \$2,000,000 per occurrence for bodily injury or property damage, naming County as an additional insured. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by County, and shall contain a severability of interest clause.

11. Maintenance and Repair:

Tenant, at its expense, will keep and maintain the Leased Premises in good repair, and shall return same to County upon the expiration of this Lease, reasonable wear and tear excepted. Tenant shall promptly make or cause to be made, all repairs, interior and exterior, structural and non-structural, ordinary and extra-ordinary, foreseen and unforeseen, however minor or major, deemed necessary by the County to keep the Leased Premises in good and lawful order and condition, whether or not such repairs are due to any laws, rules, regulations or ordinances enacted subsequent to the date of this Lease which involve a change of policy or requirement on the part of any governmental body or any changes required to conform the Leased Premises to the standards as may from time to time be necessary to meet the requirements of the Programs (as defined below). All such maintenance and repairs and all painting (interior and exterior) and decoration of the Leased Premises shall be the sole and exclusive expense of Tenant. To the extent the landscaping and grounds of the Leased Premises are not regularly maintained by Perquimans County, Tenant shall be solely responsible for the regular maintenance of the landscaping and grounds for the Leased Premises at Tenant's sole cost and expense.

12. Improvements and Alterations:

Tenant shall not make any changes in the building or improvements located upon the Leased Premises which would alter the structural integrity of the Leased Premises. Tenant shall not make any new improvements or non-structural alterations or changes to existing improvements on the Leased Premises without prior written consent of County in each instance. Plans and specifications for any proposed alterations and improvements shall be submitted by Tenant to County at least forty-five (45) days prior to the proposed date of commencement of the alterations or improvements. If County fails to respond to such written request within forty-five (45) days after submission, the request shall be

deemed to have been rejected by County. Tenant shall bear the full and sole cost of all approved alterations and improvements made to the Leased Premises by Tenant.

13. Right to Inspect:

During the term hereof, County and/or its representative shall have the right to enter upon the Leased Premises at all reasonable times upon twenty-four (24) hours notice to Tenant to inspect the Leased Premises and ensure compliance with the terms and conditions hereof. Upon 24 hours written notice to Tenant of Tenant's default in making any repairs and/or replacements for which Tenant is responsible, County may, but shall not be required to make any such repairs and/or replacements, and any reasonable expenses thereby incurred by County shall constitute and be collectible as additional rent.

14. Subordination:

At the option of County, this Lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter, a "mortgage") which County may place on the Leased Premises provided the terms of any such mortgage provide that as long as Tenant shall discharge its obligations under this Lease: (i) its tenancy shall not be disturbed; (ii) this Lease shall not be affected by any default under a mortgage; (iii) in the event of foreclosure of a mortgage, the right of Tenant shall survive, provided Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this Lease; and (iv) this Lease shall continue in force and effect. Upon County's request, Tenant shall execute any instrument, which may be required to effectuate such a subordination, provided County shall first have delivered to Tenant a copy of a recordable agreement signed by a mortgagee(s) that satisfies the foregoing requirements. If Tenant is notified of County's assignment of this Lease as security for a mortgage loan, and of the name and address of the mortgagee or trustee, Tenant shall not terminate or cancel this Lease for any default on the part of County without first: (i) giving notice of its intention to do so to such mortgagee or trustee, the notice to describe in reasonable detail the nature and extent of the default; and (ii) affording such mortgagee or trustee a reasonable opportunity to perform on behalf of County its obligations under this Lease.

15. Condemnation:

If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken in condemnation proceedings or by any right of eminent domain, so that the remainder of the Leased Premises cannot be operated for the Approved Use. In that event, this Lease shall forthwith terminate, and all condemnation proceeds shall belong to County. If the taking shall occur on a date other than the first day of the month, the rent shall be prorated to the date of taking.

16. Fire or other Casualty Losses:

In the event of damage to or destruction of one or more of the buildings included within the Leased Premises, County shall promptly restore or cause to be restored said building and its contents as nearly possible to their condition prior to such damage or destruction. All insurance proceeds received by County pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be applied by County to the payment of such restoration, as such restoration progresses. If (i) the building is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for the Approved Use, and the repair or restoration is not economically feasible, either party hereto may terminate this Lease on written notice of at least ten (10) days after date of such damage or destruction. For the period of time between the date of such fire or other casualty and until the repairs have been substantially completed or this Lease terminated, there shall be an abatement of the Rent and any additional rent, and upon the termination of this Lease, the Rent and any additional rent shall be apportioned to the date of termination. In such case, all insurance proceeds insuring County's property shall belong to County.

17. Government of Quiet Possession:

County represents that it has full right and authority to lease the Leased Premises, and Tenant shall peacefully and quietly hold and enjoy the Leased Premises for the full term of this Lease so long as Tenant does not default in the performance of any of the terms of this Lease.

18. Ad Valorem Taxes:

Tenant shall pay all ad valorem taxes assessed against the Leased Premises and any personal property, fixtures, furniture and equipment located on the Leased Premises.

19. Signs:

Tenant shall have the right to install signs from the exterior of the building regarding the conduct of its business, subject to any applicable governmental laws, ordinances, regulations, and other requirements.

20. Default:

(a) Upon the occurrence of any one or more of the following events by Tenant (the "Events of Default," anyone an "Event of Default"), County shall have the right to exercise any rights or remedies available in this Lease, at law or in equity. Events of Default shall be as follows:

- (i) Tenant's failure to pay when due any rental or other sum of money payable under this Lease and such failure is not cured within ten (10) days after written notice of such failure;
- (ii) Failure to perform any other of the terms, covenants or conditions contained in this Lease if not remedied within thirty (30) days after receipt of written notice of such failure; or if such default cannot be remedied within such period, Tenant does not within thirty (30) days after written notice of such failure commence such act, or acts as shall be necessary to remedy the default and shall not thereafter complete such act or acts within a reasonable time;
- (iii) Tenant, shall become dissolved, bankrupt or insolvent, or file any debtor proceedings, or file pursuant to any statute a petition in bankruptcy or insolvency or for reorganization, or file a petition for the appointment of receiver or trustee for all or substantially all of Tenant's assets and such petition or appointment shall not have been set aside within sixty (60) days from the date of such petition or appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement;
- (iv) The levy or execution, attachment or other taking of Tenant's assets which are on the Leased Premises or the leasehold interest of Tenant hereunder, by process of law or otherwise in satisfaction of any judgment, debt or claim, without the same being extinguished within sixty (60) days of such levy, execution, attachment or other taking;
- (b) In addition to its other remedies, either at law, equity, or other, County, upon an Event of Default by Tenant, shall have the immediate right, after any applicable grace period expressed in this Lease, to terminate and cancel this Lease. In the event of an elected termination, County may recover from Tenant damages, including the costs of recovering the Leased Premises, and Tenant shall remain liable to County for the total Rent (which may at County's election be accelerated to be due and payable in full at its present value using a six percent (6%) discount rate as of the Event of Default and recoverable as damages in a lump sum) as would have been payable by Tenant under this Lease for the remainder of the term less the rentals actually received from any re-letting or, at County's election, less the reasonable rental value of the Leased Premises for the remainder of the term. County has the affirmative duty to use reasonable efforts to mitigate Tenant's liability under this Section by re-letting the Leased Premises.

21. Applicable Law:

This Lease shall be governed exclusively by the laws of the State of North Carolina.

22. Surrender:

At the expiration of the Lease, as applicable, Tenant shall surrender the Leased Premises in as good condition as it was in at the beginning of the Initial Term, reasonable use and wear and damage by the elements excepted.

23. Severability:

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision of this Lease.

24. Notices and Demand:

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered three (3) business days after deposit in the United States mail, as registered or certified mail, with proper postage prepaid, on the day of delivery if delivered by hand, or on the next business day after delivery to an overnight carrier service, all charges prepaid, and addressed to the party or parties to be notified, at the following addresses (or such other address(es) as a party may designate for itself by like notice):

To County: County Manager
P.O. Box 45
Hertford, NC 27944

To Tenant: Historic Hertford, Inc.
139 Academy Street
Hertford, NC 27944

With a Copy to: Hackney High
County Attorney
P.O. Box 92
Edenton, NC 27932

The addresses of County and Tenant and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either party giving notice to the other in the prescribed manner.

In relation to Successors and Assigns, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No amendment or modification to this Lease shall be binding upon County unless same is in writing.

25. Compliance with Law:

During the Term Tenant shall comply with all applicable laws, rules and regulations pertaining to its use of the Leased Premises.

26. Short Form Lease:

If requested by Tenant, County shall execute a recordable Memorandum or Short Form Lease, prepared at Tenant's expense, specifying the exact term of this Lease and such other terms as the parties shall mutually determine. If recorded, Tenant shall pay any and all recording fees, excise and transfer taxes associated with such recordation of the Lease or Memorandum or Short Form Lease.

27. Holding Over:

In the event Tenant remains in possession of the Leased Premises after the expiration of the final renewal term, Tenant shall occupy the Leased Premises as a Tenant from month to month, subject to all of the conditions of this Lease, insofar as consistent with such a tenancy.

28. Waivers:

Failures of County or Tenant to object to any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by County or Tenant at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a consent to any subsequent breach of the same or other provision. No acceptance by County of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account. Any waiver or release by either party must be in writing signed by such party.

29. Survivorship:

All covenants, indemnities and other provisions contained in this Agreement, that by their context, or otherwise evidence the intent of the parties to survive the expiration or earlier termination of this Lease, shall survive the expiration or other termination of this Lease.

30. Independent Contractor:

The relationship between County and Tenant is solely that of landlord and tenant. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other. Tenant shall pay all salaries, compensation and other benefits of its personnel and County shall have no responsibility whatsoever for the same. Tenant shall keep in full force and effect all required worker's compensation insurance on its personnel and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel.

31. Headings:

The section headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

32. Entire Agreement:

This Lease expresses the entire understanding of the parties hereto with respect to the Leased Premises and neither party hereto has made or shall be bound by the agreement or representation to the other party which is not expressly set forth in the above-stated Agreement or this lease or in any certified delivered in connection with the execution and delivery thereof or hereof, nor shall this Lease be altered, modified or discharged except by an agreement in writing duly signed by each of the parties hereto.

33. Abandonment:

In the event Tenant voluntarily and permanently (i.e. removal of furniture, fixtures and equipment) closes the Leased Premises for a period in excess of sixty (60) days (except in reasons of casualty, rebuilding, repairing, re-fixturing), County shall have the right to terminate this Lease at any time prior to the re-opening of the Leased Premises by giving written notice to Tenant. Temporary cessations of operations to make alterations or circumstances beyond the control of Tenant and in any event cessation for a period of less than sixty (60) consecutive days shall not be considered a discontinuance of operations.

34. Assignment and Subletting:

(a) Tenant shall not, whether voluntarily or by operation of law, assign, license, franchise, transfer, mortgage, hypothecate, pledge, or otherwise encumber (collectively "Transfer") all or any part of this Lease or any interest therein, and shall not sublet, franchise, or license (also included as a "Transfer") all or any part of the Leased Premises, without first obtaining the prior written consent of County in each instance pursuant to the requirements of this Section. Any attempted Transfer without County's prior consent shall be void and shall confer no rights upon any third parties.

(b) In the event this Lease is transferred with the consent of County, the assignee or subtenant shall be bound by the agreements and provisions herein contained, and Tenant shall remain bound for the fulfillment and performance of all agreements and provisions herein to be kept and performed by Tenant.

(c) If Tenant desires at any time to Transfer the Leased Premises or any part of the Leased Premises, Tenant shall submit to County at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date"), in writing, (i) A request for permission to Transfer, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days after the sending of that notice; (ii) The name of the proposed subtenant or assignee or other party; (iii) The nature of the business to be conducted in the Leased Premises after the Transfer; (iv) The terms and provisions of the proposed Transfer; (v) A copy of all proposed documentation pertaining to the Transfer; (vi) Current financial statements (audited, if available) of Tenant and the proposed subtenant or assignee; and (vii) Such additional information that County may reasonably request to make a reasoned judgment.

(d) Without in any way limiting County's right to refuse to give that consent for any other reason or reasons, County shall be deemed to have reasonably withheld its consent to any Transfer if, in County's reasonable opinion: (i) The proposed use of the Leased Premises by the assignee or subtenant is not compatible with the Approved Use; (ii) The financial net worth of a proposed assignee is less than that of Tenant; or (iii) The Tenant is in default under any of the terms of this Lease as of the date Tenant notifies County of the proposed Transfer or as of the Proposed Effective Date of the Transfer.

35. Time of Essence:

(signatures begin on the following page)

IN TESTIMONY WHEREOF, PERQUIMANS COUNTY has caused this instrument to be executed in its name by its Chairman, attested by the Clerk to the Board of Commissioners, pursuant to this lease adopted this _____ of _____, 2019, all the day and year first above written.

PERQUIMANS COUNTY, NORTH CAROLINA

By: _____
Chairman

(Affix Corporate Seal)

Attest:

Clerk to the Board of Commissioners

To Tenant: Historic Hertford, Inc.
110 Academy Street
Hertford, NC 27944

With a Copy to: Hackney High
County Attorney
P.O. Box 92
Edenton, NC 27932

The addresses of County and Tenant and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either party giving notice to the other in the prescribed manner.

In relation to Successors and Assigns, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No amendment or modification to this Lease shall be binding upon County unless same is in writing.

25. Compliance with Law:

During the Term Tenant shall comply with all applicable laws, rules and regulations pertaining to its use of the Leased Premises.

26. Short Form Lease:

If requested by Tenant, County shall execute a recordable Memorandum or Short Form Lease, prepared at Tenant's expense, specifying the exact term of this Lease and such other terms as the parties shall mutually determine. If recorded, Tenant shall pay any and all recording fees, excise and transfer taxes associated with such recordation of the Lease or Memorandum or Short Form Lease.

27. Holding Over:

In the event Tenant remains in possession of the Leased Premises after the expiration of the final renewal term, Tenant shall occupy the Leased Premises as a Tenant from month to month, subject to all of the conditions of this Lease, insofar as consistent with such a tenancy.

28. Waivers:

Failures of County or Tenant to object to any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by County or Tenant at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a consent to any subsequent breach of the same or other provisions. No acceptance by County of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account. Any waiver or release by either party must be in writing signed by such party.

29. Survivorship:

All covenants, indemnities and other provisions contained in this Agreement, that by their context, or otherwise evidence the intent of the parties to survive the expiration or earlier termination of this Lease, shall survive the expiration or other termination of this Lease.

30. Independent Contractor:

The relationship between County and Tenant is solely that of landlord and tenant. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other. Tenant shall pay all salaries, compensation and other benefits of its personnel and County shall have no responsibility whatsoever for the same. Tenant shall keep in full force and effect all required worker's compensation insurance on its personnel and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel.

31. Headings:

The section headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

32. Entire Agreement:

This Lease expresses the entire understanding of the parties hereto with respect to the Leased Premises and neither party hereto has made or shall be bound by the agreement or representation to the other party which is not expressly set forth in the above-stated Agreement or this lease or in any certified delivered in connection with the execution and delivery thereof or hereof, nor shall this Lease be altered, modified or discharged except by an agreement in writing duly signed by each of the parties hereto.

33. Abandonment:

In the event Tenant voluntarily and permanently (i.e. removal of furniture, fixtures and equipment) closes the Leased Premises for a period in excess of sixty (60) days (except in reasons of casualty, rebuilding, repairing, re-fixturing), County shall have the right to terminate this Lease at any time prior to the re-opening of the Leased Premises by giving written notice to Tenant. Temporary cessations of operations to make alterations or circumstances beyond the control of Tenant and in any event cessation for a period of less than sixty (60) consecutive days shall not be considered a discontinuance of operations.

34. Assignment and Subletting:

(a) Tenant shall not, whether voluntarily or by operation of law, assign, license, franchise, transfer, mortgage, hypothecate, pledge, or otherwise encumber (collectively "Transfer") all or any part of this Lease or any interest therein, and shall not sublet, franchise, or license (also included as a "Transfer") all or any part of the Leased Premises, without first obtaining the prior written consent of County in each instance pursuant to the requirements of this Section. Any attempted Transfer without County's prior consent shall be void and shall confer no rights upon any third parties.

(b) In the event this Lease is Transferred with the consent of County, the assignee or subtenant shall be bound by the agreements and provisions herein contained, and Tenant shall remain bound for the fulfillment and performance of all agreements and provisions herein to be kept and performed by Tenant.

(c) If Tenant desires at any time to Transfer the Leased Premises or any part of the Leased Premises, Tenant shall submit to County at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date"), in writing, (i) A request for permission to Transfer, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days after the sending of that notice; (ii) The name of the proposed subtenant or assignee or other party; (iii) The nature of the business to be conducted in the Leased Premises after the Transfer; (iv) The terms and provisions of the proposed Transfer; (v) A copy of all proposed documentation pertaining to the Transfer; (vi) Current financial statements (audited, if available) of Tenant and the proposed subtenant or assignee; and (vii) Such additional information that County may reasonably request to make a reasoned judgment.

(d) Without in any way limiting County's right to refuse to give that consent for any other reason or reasons, County shall be deemed to have reasonably withheld its consent to any Transfer if, in County's reasonable opinion: (i) The proposed use of the Leased Premises by the assignee or subtenant is not compatible with the Approved Use; (ii) The financial net worth of a proposed assignee is less than that of Tenant; or (iii) The Tenant is in default under any of the terms of this Lease as of the date Tenant notifies County of the proposed Transfer or as of the Proposed Effective Date of the Transfer.

35. Time of Essence:

(signatures begin on the following page)

IN TESTIMONY WHEREOF, PERQUIMANS COUNTY has caused this instrument to be executed in its name by its Chairman, attested by the Clerk to the Board of Commissioners, pursuant to this lease adopted this _____ of _____, 2019, all the day and year first above written.

PERQUIMANS COUNTY, NORTH CAROLINA

By: _____
Chairman

(Affix Corporate Seal)

Attest:

Clerk to the Board of Commissioners

TENANT:
HISTORIC HERTFORD, INC.
(CAROLINA MOON THEATER GROUP)

By: _____

Title: _____

SINGLE FAMILY REHAB GRANT ESFRP 17 RH BID AWARDS

County Manager Heath reported the results of the bids for the two contracts for Housing Rehabilitation for Case #9 and Case #11 that were opened on May 1, 2019. The results were as follows:

BID TABULATION SHEET		
CONTRACTOR	CASE #09	CASE #11
	304 Brace Ave. Hertford, NC B. Harrell	259 Hurdletown Rd. Hertford, NC J. Hurdle
Blair Shores Builders		\$24,900
William Holley Construction	\$23,950	\$24,450
*Actual bid was \$22,450 per contractor's bid sheet. The \$24,450 was recorded in error. The low bid is outside the 15% lower range for acceptable bid and cannot be accepted as responsible. Second low bid is responsible. (Brendan Nolan)		

The Wooten Company recommends to award the bid as follows: Case #09 – awarded to William Holley Construction at \$23,950; and Case #11 – awarded to Blair Shores Builders at \$24,900. Mr. Heath concurs with their recommendation. Chairman Nelson asked if there were any questions. Commissioner Hoffer asked if this was the same contractor that did our last case. Mr. Heath said that it was not. On motion made by Joseph W. Hoffer, seconded by Charles Woodard, the Board unanimously awarded the contracts as recommended by The Wooten Company above.

PUBLIC COMMENTS

The following public comments were made:

- > **Kathy Camden:** Ms. Camden came before the Board to seek assistance in getting the adoption of her daughter handled. She said that she has been going back and forth between Social Services and Court System trying to get a home assessment study done to adopt a child that she has had guardianship over her since she was four months old. She was sent information from Children's Home Society explaining that it would be \$1,800 for their first visit to her home. With her being on disability, she cannot afford that cost. She would like for Social Services to do this home assessment study. Both biological parents have signed off their rights for the child. Chairman Nelson said that they would look into it and let her know so make sure the Clerk has her contact information.
- > **Quentin Jackson:** Mr. Jackson stated that the Town Council sent him over to speak to the Board. They had received a letter from the Chairman regarding the situations that they have been trying to talk to them about. He understands that the Board did authorize the Chairman and County Manager to talk to the Town of Hertford representatives. Because of Mayor Reid's health, he feels that the Board should hear from the other representatives from the town. As elected officials, we need to communicate with each other and hopes that the Commissioners would comply with their request.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:05 p.m. on motion made by T. Kyle Jones, seconded by Charles Woodard.

Wallace E. Nelson, Chairman

Clerk to the Board

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PAGE WAS
INTENTIONALLY LEFT
BLANK.

Wallace E. Nelson, Chairman

Deputy Clerk to the Board

WORK SESSION

May 20, 2019

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular Work Session on Monday, May 20, 2019, at 7:00 p.m. in the Commissioners' Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace Nelson, Chairman; Joseph W. Hoffer; Alan Lennon; Fondella Leigh, Vice Chair; T. Kyle Jones; Charles Woodard

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager; Mary Hunnicutt, Clerk to the Board

After the Chairman called the meeting to order, Commissioner Lennon gave the invocation and the Chairman led the Pledge of Allegiance. The following matters were discussed.

PUBLIC SAFETY AT LARGE PRIVATE EVENTS

Chairman Nelson recognized County Manager Heath who explained that he had asked Sheriff Shelby White and Emergency Services Director, Jonathan Nixon, to come to the Work Session to discuss setting up procedures for public safety for large private events. Sheriff White spoke first explaining that they had heard and verified that Curtis Trueblood is planning on having a rock concert at the Drag Strip this coming weekend that have the possibility to have 1,000 to 5,000 people who will be bringing their own alcohol, no glass containers allowed. He further explained the cost that it would be to his department to provide the proper security for the event. The general rule for providing security for these large events is one (1) deputy per 500 people. Currently, he only has two (2) deputies on that shift to cover the safety of the entire county. The costs will be large to handle security for this event. Jonathan Nixon then explained the situation with Emergency Medical Services. Mr. Nixon said that they would have to have more personnel there also which would be a great cost to the County. After a short discussion, the Board asked Sheriff White and Mr. Nixon to meet and bring a document back for the Board to consider and take action on. They said that they would.

DRAINAGE RESOLUTION

County Manager Heath explained that he had received an e-mail from Mark Powell, Program & Project Management Consultant for Albemarle Resource Conservation & Development Council with a proposed Resolution for the Board to consider. The Resolution was asking for the State to increase financial assistance to the ten counties in northeastern North Carolina around the Albemarle and Pamlico Sounds to strengthen critical drainage and water quality infrastructure in northeast North Carolina. It was the consensus of the Board to proceed to add it to the June 3, 2019 Agenda.

S-BRIDGE DISCUSSION

Chairman Nelson asked County Manager Heath to place this on the Work Session Agenda to discuss the revisions to the proposed S-Bridge replacement. The concern is the fact that the latest plan for the bridge replacement includes only a single navigational access as opposed to the two we currently have. Randy W. Midgett, PE, Acting Division Construction Engineer/District One Field Engineer, sent an e-mail the following e-mail explaining their position:

The Department and the Design Build team have requested that the US Coast Guard Permit the bridge crossing with a single navigational channel versus the double channel as currently exists.

The decision to light and fender only one side of the Swing Span Bridge was based upon existing vessel traffic counts. Similar to a decision to build a two lane versus four lane highway, we felt there wasn't sufficient navigational traffic to justify the expense to build and maintain a lighting and fender system on both sides of the swing span.

The new single fender channel will have a horizontal clearance of 55 feet. The vertical clearance will be unobstructed. The US 17 Bypass bridges just downstream also have a horizontal clearance of 55 feet inside the fender system. The vertical clearance of that crossing is 30 feet.

Having a single fender system on the new S Bridge will not reduce the current capacity of the waterway.

I have heard concern regarding a single channel potentially limiting the ability of a future passenger ferry reaching the downtown docks. The passenger ferry the Department currently has under construction is approximately 32 feet wide and draws approximately 4 feet of water. The 55 foot horizontal clearance of both crossings will allow passage of passenger ferries of similar size as the one currently being constructed.

After several questions and much discussion, the Board asked County Manager Heath to contact NCDOT to provide the Board with more visual information.

ADJOURNMENT

There being no further business to discuss, the Chairman adjourned the meeting at 7:45 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board

P.O. Box 7
Hertford, N.C. 27944



Phone: (252) 426-7010
(252) 426-5564
Fax: (252) 426-4034

PERQUIMANS COUNTY TAX DEPARTMENT

June 3, 2019

PERQUIMANS COUNTY TAX REFUND:

Steven Leonard Baxley, Sr.

\$120.43

Plate #YA150616; 2018 Ram Truck, VIN #3C63RRKLJG330614, registered in another state (Indiana) - release 10 months. Account Number 0046690256.

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Brian Gregory SOC. SEC. NO.: _____

POSITION: Part-Time Deputy Sheriff DEPT.: Sheriff

STATUS CHANGE EFFECTIVE DATE: May 15 2019

GRADE: 65 STEP: 3 SALARY: \$16.47 per hour

ENDING DATE OF PROBATIONARY PERIOD: N/A

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
Date GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)
Date GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

Milton White

DATE: 5-6-19

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 5/30/19

FINANCE OFFICER

DATE: _____

May 7, 2019

Sheriff Shelby White
Perquimans County Sheriff's Office
110 North Church Street
Hertford, NC, 27944

Dear Sheriff White:

I regret to inform you that I am requesting a change of employment status as a full-time Deputy of the Perquimans County Sheriff's Office to a part time Deputy. I previously notified you of my interest in working with Newport News Shipbuilding in March of 2019 and I would relay any updates I received from them upon submitting an application. On May 6, 2019, I was officially offered a full-time position of employment in which I have accepted. I am interested in working part-time with the Perquimans County Sheriff's office and fulfilling any requirements to do so, in efforts to maintain my North Carolina Law Enforcement Certification. Thank you for the opportunity to work under your leadership as well as with such a great department.

Sincerely,

Deputy Brian L. Gregory

A handwritten signature in cursive script that reads "Brian L. Gregory". The signature is written in black ink and is positioned below the typed name.

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 5-16-19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Robert Russell Gray

SOC. SEC. NO.: _____

POSITION: Deputy

DEPT.: Sheriff's Office

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 64 STEP: 1 SALARY: \$31,213

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

6-1-19 DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
Date GRADE: 65 STEP: 1 SALARY: \$32,617

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)
Date GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Shelton White

Frank Heath

DATE: 5-16-19

DATE: 5/30/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: May 7, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Alyssa Walters

SOC. SEC. NO.: _____

POSITION: EMS Full-Time AEMT

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: June 1, 2019

GRADE: 66 STEP: 1 SALARY: \$34,087.00

ENDING DATE OF PROBATIONARY PERIOD: June 1, 2020

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: May 7, 2019

DATE: 5/30/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: May 7, 2019

COUNTY OF PERQUIMANS

~~PART-TIME~~ EMS/RESCUE EMPLOYEES

NAME: Michael Lane

SOC. SEC. NO.: _____

POSITION: EMS Part-Time AEMT

RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: June 1, 2019

GRADE: 66 STEP: 1 SALARY: \$16.39 per hour

Complete following information only if for new employee.

ADDRESS: 796 Tulls Creek Road

CITY/STATE/ZIP: Moyock, North Carolina 27958

PHONE NUMBER: (252)435-4605

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
Date CERTIFICATION ~~(SEE ATTACHED STATE CERTIFICATE OF COMPLETION)~~.

GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

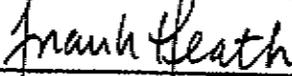
RESCUE SQUAD RECOMMENDATION


DATE: 5-14-19

DATE: _____

COUNTY MANAGER APPROVAL

FINANCE OFFICER


DATE: 5/30/19

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: May 7, 2019

COUNTY OF PERQUIMANS

~~PART-TIME~~ EMS/RESCUE EMPLOYEES

NAME: Jared Turner SOC. SEC. NO.: _____

POSITION: EMS Part-Time AEMT RESCUE: _____

NEW EMPLOYEE EFFECTIVE DATE: June 1, 2019

GRADE: 66 STEP: 1 SALARY: \$16.39 per hour

Complete following information only if for new employee.

ADDRESS: 248 Weight Station Road

CITY/STATE/ZIP: Hertford, North Carolina 27944

PHONE NUMBER: (252)339-5410

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO CERTIFICATION ~~(PER ATTACHED STATE CERTIFICATE OF COMPLETION)~~.

Date GRADE: _____ STEP: _____ SALARY: _____

EMS DEPARTMENT RECOMMENDATION
MANAGER APPROVAL

RESCUE SQUAD RECOMMENDATION

[Signature]
DATE: 5-14-19

DATE: _____

COUNTY MANAGER APPROVAL

FINANCE OFFICER

[Signature]
DATE: 5/30/19

DATE: _____

From: Jonathan A. Nixon <jnixon@perquimanscountync.gov>
Sent: Tuesday, May 07, 2019 4:51 PM
To: 'Sarah Patterson' <spatterson0510@gmail.com>

Subject: RE: [External]

Ms. Patterson,

I am sorry that you have decided to resign, especially considering the training we have provided you to become a fully certified telecommunicator. We will find coverage for your May 25th and 26th shifts.

Please return you headset, uniform shirts, coat and door key fob as soon as possible.

We wish you the best in your future endeavors.

Jonathan A. Nixon, Emergency Services Director
Perquimans County Emergency Services
911 Communications – EMS – Emergency Management
159 Creek Drive - PO Box 563
Hertford, NC 27944
252-426-5646 ext 105
252-426-1875 Fax
252-331-9817 Cell

Perquimans County's Vision: To be a community of opportunity in which to live, learn, work, prosper and play.

From: Sarah Patterson <spatterson0510@gmail.com>
Sent: Tuesday, May 07, 2019 12:36 PM
To: Jonathan Nixon <jnixon@perquimanscountync.gov>; Krystal Agosto <kagosto@perquimanscountync.gov>
Subject: [External]

To whom it may concern,

I would like to say thank you so much for all of the training and time put into me becoming a telecommunicator. I appreciate everything that was done on my behalf however I am sorry to inform you that I can no longer stay. I am doing what is best for my family at this time and I need a steadier income for my family.

I would've loved the opportunity to stay on for a more full time status so that I can insure that my families needs are met however I do understand that this isn't the case at this time. Again I appreciate everything and everyone for everything that was done on my behalf and I will never forget each of you!

You all have a special place in my heart!

Maybe another time and date I can return and be able to still meet the needs of my family!

Thank you so much
Sarah Patterson

Date: May 19, 2019
To: Howard Williams
From: Brenda Jackson

Howard,

As of May 31, 2019
I will be ending my employment
at PCRD. Thank for working with
me while I was here.

Brenda Jackson

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 5/28/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Amy Felton
POSITION: Social Worker IA&T

SOC. SEC. NO.
DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY:

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND

Date
GRADE: STEP: SALARY: \$

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP

RAISE. (YEAR 2 3 4)
GRADE: STEP: SALARY: \$

DATE OF EMPLOYEE TERMINATION:

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:

Date: June 1, 2019 GRADE: 70 STEP: 3 SALARY: \$ 42,680.00

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Swan M Chaney

Frank Heath

DATE: May 28, 2019

DATE: 5/29/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 5/28/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Joe Ann White
POSITION: Social Worker III

SOC. SEC. NO.
DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY:

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND

Date
GRADE: STEP: SALARY: \$

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP

RAISE. (YEAR 2 3 4)
GRADE: STEP: SALARY: \$

DATE OF EMPLOYEE TERMINATION:

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:

Date: June 1, 2019 GRADE: 69 STEP: 6 SALARY: \$ 43,959.00

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

Suzanne M Chaney

DATE: May 28, 2019

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 5/29/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 5/28/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Sherry Schrodt
POSITION: Social Worker III

SOC. SEC. NO.
DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE:

GRADE: STEP: SALARY:

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND

Date
GRADE: STEP: SALARY: \$

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP

RAISE. (YEAR 2 3 4)
GRADE: STEP: SALARY: \$

DATE OF EMPLOYEE TERMINATION:

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:

Date: June 1, 2019 GRADE: 69 STEP: 4 SALARY: \$ 41,865.00

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

Suzan M Chaney

DATE: May 28, 2019

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 5/29/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Amanda Layden

SOC. SEC. NO.: _____

POSITION: Administrative Assistant

DEPT.: Recreation Dept

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 58 STEP: 6 SALARY: \$27,088

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: _____ STEP: _____ SALARY: _____

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

5/28/19 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. DATE GRADE: 58 STEP: 7 SALARY: \$27,749

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION
[Signature]
DATE: 5/28/19

COUNTY MANAGER APPROVAL
[Signature]
DATE: 5/30/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 5-24-19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Christopher Murray

SOC. SEC. NO.: _____

POSITION: Deputy

DEPT.: Sheriff's Office

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 65 STEP: 3 SALARY: \$34,249

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: _____ STEP: _____ SALARY: _____

5-24-19 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: 65 STEP: 4 SALARY: \$35,107

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

[Signature]

[Signature]

DATE: 5-24-19

DATE: 5/30/19

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: MAY 28, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: TASHARA GRAMBY

SOC. SEC. NO.: _____

POSITION: _____

DEPT.: TAX

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 5B STEP: 2 SALARY: \$24,570

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

_____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
Date GRADE: _____ STEP: _____ SALARY: _____

6-1-19 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 ③ 4)
Date GRADE: 5B STEP: 3 SALARY: \$25,168

_____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Bill Jennings

Frank Heath

DATE: 5-28-19

DATE: 5/30/19

FINANCE OFFICER

DATE: _____

Mary Hunnicutt

From: Michele Lawrence <mlawrence@pettigrewlibraries.org>
Sent: Wednesday, March 20, 2019 11:55 AM
To: 'Mary Hunnicutt'
Subject: [External] Douglas Layden - Library board of trustees

Hi Mrs. Hunnicutt,

I just spoke to Mr. Layden and he said he would be happy to serve a second term on the board.

I hope you have a wonderful day!
Michele

Michele C. Lawrence
Librarian
Perquimans County Library
514 S. Church Street
Hertford, NC 27944
(252) 426-5319
Fax (252) 426-1556

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From: Amanda Layden [mailto:alayden@perquimanscountync.gov]
Sent: Monday, April 15, 2019 8:17 AM
To: 'Mary Hunnicutt'
Subject: RE: Recreation Advisory Committee Reappointments

Mary,
 Steav Congdon and Debbie Reed would like to continue to serve on our board.
 Thanks,
 Mandy

From: Mary Hunnicutt [mailto:mhunnicut@perquimanscountync.gov]
Sent: Tuesday, March 12, 2019 5:07 PM
To: Howard Williams; Amanda Layden
Subject: Recreation Advisory Committee Reappointments
Importance: High

Howard & Amanda,

In June, 2019, the following reappointments are due for the Recreation Advisory Committee:

Name	Board/Committee	Term	Appt.	Expire
Reed, Debbie	Recreation Advisory Committee - At Large	3 yrs.	7/1/2016	6/30/2019
McClenney, Martha	Recreation Advisory Committee - Hertford	3 yrs.	1/1/2019	6/30/2019
Congdon, Steav	Recreation Advisory Committee - Winfall	3 yrs.	7/1/2016	6/30/2019

I need for you to confirm that these individuals have faithfully attended the meetings and that you recommend them to be reappointed. If you are recommending their reappointment, please check with each individual to determine if they wish to continue to serve on the Recreation Advisory Committee.

Once you determine these things, send me an e-mail or letter stating that you recommend them for reappoint to the Recreation Advisory Committee. Then, I will notify the Towns of Hertford & Winfall to ask them to confirm that they wish to reappointment their representatives for a three-year term.

After I have received confirmation from you and from the Towns, I will place it on the June agenda for the Board of Commissioners' confirmation of these reappointments. I will need your letters prior to May 28th at 9:00 a.m. so that I can prepare my Agenda Packet for the Commissioners. I am trying to give you plenty of time to get this information to me.

Thank you for your assistance in this matter.

Mary P. Hunnicutt
 Clerk to the Board
 Perquimans County
 P.O. Box 45
 Hertford, NC 27944
 Phone: (252) 426-8484
 Fax: (252) 426-4034
 E-Mail: mhunnicut@perquimanscountync.gov

Perquimans County's Vision:
 To be a community of opportunity in which to live, learn, work, prosper and play.

From: Valerie Jackson [mailto:valeriejackson275@gmail.com]
Sent: Monday, April 29, 2019 10:57 AM
To: Mary Hunnicutt
Subject: [External] Re: Recreation Advisory Committee - Town of Winfall Representative

Good morning Mary,

Mayor Yates advised me to find out from Steav if he wish to continue on the Recreation Advisory Committee and he responded yes. So Steav will still continue to represent for another term.

Thanks,

Valerie

On Wed, Apr 24, 2019 at 4:47 PM Valerie Jackson <valeriejackson275@gmail.com> wrote:

Hello Steav,

Are you interested in continuing to represent the Town of Winfall on the Recreation Advisory Committee?

Valerie J. Jackson
 Town Clerk/ Finance Officer
 Town of Winfall
 PO Box 275
 Winfall, NC 27985

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

From: Mary Hunnicutt <mhunnicutt@perquimanscountync.gov>
Date: Wed, Apr 24, 2019 at 2:01 PM
Subject: Recreation Advisory Committee - Town of Winfall Representative
To: Valerie Jackson <valeriejackson275@gmail.com>, Fred Yates <fred@inteliport.net>

Valerie & Fred,

On June 30, 2019, Steav Congdon's term on the Recreation Advisory Committee is due to expire. We need the Winfall Town Council's recommendation to reappoint Mr. Congdon, should he wish to continue to serve. I would need your recommendation before May 28th so that we can add it to the June Board of Commissioners' Agenda for approval of reappointment. If you could send a letter (or e-mail) stating that the Winfall Town Council recommends the reappointment of Mr. Congdon to the Recreation Advisory Board for another 3-yr term, I would greatly appreciate it. If you do not wish to reappoint Mr. Congdon, you can send a letter (or e-mail) with your recommendation of appointment.

Mary P. Hunnicutt
 Clerk to the Board
 Perquimans County
 P.O. Box 45
 Hertford, NC 27944
 Phone: (252) 426-8484
 Fax: (252) 426-4034
 E-Mail: mhunnicutt@perquimanscountync.gov

Perquimans County's Vision:

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COMMISSIONERS:

QUENTIN JACKSON
MAYOR PRO TEM

SID ELEY

FRANK NORMAN

GRACIE M. FELTON



HORACE C. REID, JR.
MAYOR

PAMELA W. HURDLE
TOWN MANAGER

RETA BLAIR
INTERIM CLERK

BENJAMIN M. GALLOP
TOWN ATTORNEY

May 30, 2019

Perquimans County
PO Box 45
Hertford, NC 27944

RE: Recreation Advisory Board Appointment

Dear County,

At the regular Town Council meeting on April 8, 2019, the Council appointed Mayor Pro Tem Quentin Jackson for the Perquimans County Recreation Board.

Sincerely,

Pamela Hurdle
Town Manager

Mary Hunnicutt

From: Laura Alvarico <lalvarico@accog.org>
Sent: Wednesday, March 13, 2019 10:22 AM
To: Mary Hunnicutt
Subject: [External] RE: Board Appointments

Mary,

Lillian agreed to continue serving as the STHL Delegate and RAC member

From: Mary Hunnicutt <mhunnicutt@perquimanscountync.gov>
Sent: Monday, March 11, 2019 10:53 AM
To: Michele Lawrence <mlawrence@pettigrewlibraries.org>; Laura Alvarico <lalvarico@accog.org>
Subject: Board Appointments

CAUTION: This message originated from an email address outside the agency. Please do not click any links or open any attachments unless verified. Send all suspicious email as an attachment to

Michele & Laura,

I just wanted to give you a heads up for the upcoming Board reappointments in June, 2019. The following members are due to be reappointed effective June 30, 2019. I wanted to give you plenty of time to talk with these members to determine if they are still interested in remaining on these Boards/Committees:

Name	Board/Committee	Mbrs	Term	Appt.	Expire
Layden, Douglas	Local Library Board	8	4 yrs.	7/1/2015	6/30/2019
Holman, Lillian	Senior Tarheel Regional Advisory Board		1 yr.	7/1/2018	6/30/2019

After you have contacted these members, please send me a letter or e-mail stating that the member wishes to continue to serve and that you recommend the reappointment. I would need this letter/e-mail by Tuesday, May 28th, at 9:00 a.m.

Thank you for your assistance in this matter. Hopefully, this gives you plenty of time to handle this matter.

Mary P. Hunnicutt
 Clerk to the Board
 Perquimans County
 P.O. Box 45
 Hertford, NC 27944
 Phone: (252) 426-8484
 Fax: (252) 426-4034
 E-Mail: mhunnicutt@perquimanscountync.gov

Perquimans County's Vision:
 To be a community of opportunity in which to live, learn, work, prosper and play.

From: Susan Chaney [mailto:schaney@perqdss.net]
Sent: Tuesday, March 12, 2019 1:06 PM
To: Mary Hunnicutt
Subject: Re: Social Services Board - Commissioner Appointment

Please do put this on the June agenda. I love working with him and do not foresee any issues!

Susan M. Chaney
 Director
 Perquimans Co. Dept. Social Services
 P.O. Box 107
 Hertford, NC 27944
 252-426-7373
 252-426-1240 fax

From: Mary Hunnicutt <mhunnicutt@perquimanscountync.gov>
To: Susan Chaney <schaney@perqdss.net>
Sent: 3/11/2019 11:07 AM
Subject: Social Services Board - Commissioner Appointment

Susan, this Board Appointment is scheduled for the Board of Commissioners' June Agenda:

Name	Board/Committee	Term	Appt.	Expire
Woodard, Charles	Social Services Board (as long as Commissioner)	3 yrs.	7/1/2016	6/30/2019

I will confirm with Charles that he wishes to continue to serve on the Social Services Board as our Commissioners appointment. Do you foresee any problems with his reappointment? If not, I will place this on the June, 2019 Agenda for reappointment.

Thanks.

Mary P. Hunnicutt
 Clerk to the Board
 Perquimans County
 P.O. Box 45
 Hertford, NC 27944
 Phone: (252) 426-8484
 Fax: (252) 426-4034
 E-Mail: mhunnicutt@perquimanscountync.gov

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NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2019 - 2020

County: **Perquimans**

Date: **4/11/19**

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- | | |
|---|--------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | _____ |
| B. Is the membership list attached? | yes
_____ |
| C. Are members appointed for two year terms and are those terms staggered? | yes
_____ |
| D. Is membership reflective of social-economic and racial diversity of the community? | yes
_____ |
| E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | yes
_____ |

If not, which positions are vacant and why?

No students; defense attorney and police chief are vacant as well; will continue to try to fill these positions. DA and Commissioner slots held by the same person.

STANDARD #2 - Organization

- | | |
|--|--------------|
| A. Does the JCPC have written Bylaws? | _____ |
| B. Bylaws are <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file (Select one.) | yes
_____ |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | yes
_____ |
| D. Does the JCPC have written policies and procedures for funding and review? | yes
_____ |
| E. These policies and procedures <input type="checkbox"/> attached or <input checked="" type="checkbox"/> on file. (Select one.) | _____ |
| F. Does the JCPC have officers and are they elected annually?
JCPC has: <input checked="" type="checkbox"/> Chair; <input checked="" type="checkbox"/> Vice-Chair; <input checked="" type="checkbox"/> Secretary; <input type="checkbox"/> Treasurer. | yes
_____ |

STANDARD #3 - Meetings

- | | |
|--|--------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | yes
_____ |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | yes
_____ |
| C. Does the JCPC meet bi-monthly at a minimum? | yes
_____ |
| D. Are minutes taken at all official meetings? | yes
_____ |
| E. Are minutes distributed prior to or during subsequent meetings? | yes
_____ |

STANDARD #4 - Planning

- | | |
|---|--------------|
| A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? | yes
_____ |
| B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? | yes
_____ |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | yes
_____ |

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) _____ yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____ yes

STANDARD #6 - No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? _____ yes

Briefly outline the plan for correcting any areas of standards non-compliance.

Will work to meet all requirements in the coming year; JCPC is managed under the Inter-Agency Council.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.
 The JCPC Certification must be received by June 30, 2019.

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ 0
Local	_____
Other	_____
Total	_____ 0

 JCPC Chairperson Date

 Chairman, Board of County Commissioners Date

 DPS Designated Official Date

Juvenile Crime Prevention Council Certification (cont'd)

Perquimans

County

FY 2019-2020

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	James Bunch	Asst. Superintendent	<input type="checkbox"/>	w	m
2) Chief of Police	n/a		<input type="checkbox"/>		
3) Local Sheriff or designee	Shelby White	Sheriff	<input type="checkbox"/>	w	m
4) District Attorney or designee	Kyle Jones	ADA	<input type="checkbox"/>	w	m
5) Chief Court Counselor or designee	Ed Hall	CC Supervisor	<input checked="" type="checkbox"/>	b	m
6) Director, AMH/DD/SA, or designee	Tracey Webster	SOC Coord	<input type="checkbox"/>	b	f
7) Director DSS or designee	Susan Chaney	Director	<input type="checkbox"/>	w	f
8) County Manager or designee	Frank Heath	Manager	<input type="checkbox"/>	w	m
9) Substance Abuse Professional	Tonya Johnson	Uplift	<input type="checkbox"/>	b	f
10) Member of Faith Community	Wonder Lewis	Pastor	<input type="checkbox"/>	b	f
11) County Commissioner	Kyle Jones	Commissioner and Asst DA	<input type="checkbox"/>	w	m
12) Two Persons under age 18 (State Youth Council Representative, if available)	TBD		<input type="checkbox"/>		
	TBD		<input type="checkbox"/>		
13) Juvenile Defense Attorney	n/a		<input type="checkbox"/>		
14) Chief District Judge or designee	Hon. Meader Harriss	District Court Judge	<input type="checkbox"/>	w	m
15) Member of Business Community			<input type="checkbox"/>	w	f
16) Local Health Director or designee	Rebecca Cook	Triple P	<input type="checkbox"/>	w	f
17) Rep. United Way/other non-profit	Gail White	Dir. Housing	<input type="checkbox"/>	w	f
18) Representative/Parks and Rec.	Howard Williams	Director	<input type="checkbox"/>	w	m
19) County Commissioner appointee	Starr Gordon	District Social Worker	<input type="checkbox"/>	b	f
20) County Commissioner appointee			<input type="checkbox"/>	b	f
21) County Commissioner appointee	Michelle Lawrence	Librarian	<input type="checkbox"/>	w	f
22) County Commissioner appointee	Shatasha Leary	Youth Dev. Program Coord.	<input type="checkbox"/>	b	f
23) County Commissioner appointee	Markeeta Littlejohn	Court Counselor	<input type="checkbox"/>	b	f
24) County Commissioner appointee	Eva Anderson	Court Counselor	<input type="checkbox"/>	b	f
25) County Commissioner appointee	Ashley Waters	MH Specialist	<input type="checkbox"/>	w	f

PRESENTED
TO
EUGENE KNIGHT
IN
RECOGNITION OF HIS THIRTY YEARS
OF SERVICE WITH
THE PERQUIMANS COUNTY
WATER DEPARTMENT
BY PERQUIMANS COUNTY BOARD OF COMMISSIONERS
JUNE 3, 2019

PRESENTED
TO
PAULA CARTWRIGHT
IN
RECOGNITION OF HER TWENTY-TWO YEARS
OF SERVICE WITH
THE DEPARTMENT OF SOCIAL SERVICES OF
PERQUIMANS COUNTY
BY PERQUIMANS COUNTY BOARD OF COMMISSIONERS
JUNE 3, 2019

PRESENTED
TO
RISHA GRIFFIN
IN
RECOGNITION OF HER TWENTY-NINE YEARS
OF SERVICE WITH
N.C. COOPERATIVE EXTENSION SERVICE
FOR PERQUIMANS COUNTY
BY PERQUIMANS COUNTY BOARD OF COMMISSIONERS
JUNE 3, 2019

Mary Hunnicutt

From: Jewel Winslow <jewel_winslow@ncsu.edu>
Sent: Monday, May 13, 2019 8:04 PM
To: Mary Hunnicutt; Teresa S Story; Frank Heath
Subject: [External] June 3 Agenda

Our new intern started today May 13 and will be on staff until August 2.

May I please introduce him at the June 3 Commissioner's Meeting?

Also... I have two items for Risha from the University to recognize her years of service...May I present these at the same time that the county recognizes her with a plaque? I promise to be brief :)

--

Jewel L. Winslow
County Extension Director
North Carolina State University
College of Agriculture and Life Sciences
North Carolina Cooperative Extension Service
Perquimans County Center
601 A South Edenton Road Street
P.O. Box 87
Hertford, NC 27944

Phone: 252-426-7697
Fax: 252-426-1646
<http://perquimans.ces.ncsu.edu/>

jewel_winslow@ncsu.edu





107 N. Front Street
Post Office Box 7
Hertford, NC 27944

Phone: (252) 426-7010
(252) 426-5564
Fax: (252) 426-3624

**PERQUIMANS COUNTY
TAX DEPARTMENT**

Enforced Collections- May 2019

GARNISHMENTS: \$5171.78

PAYMENT AGREEMENTS: \$28,369.29

DEBT SETOFFS: \$347.61



PERQUIMANS COUNTY

BOARD OF COMMISSIONERS

P.O. BOX 45
 HERTFORD, NORTH CAROLINA 27944
 TELEPHONE: 1-252-426-7550

WALLACE E. NELSON
 CHAIRMAN
 FONDELLA A. LEIGH
 VICE CHAIR
 JOSEPH W. HOFFLER
 T. KYLE JONES
 ALAN LENNON
 CHARLES WOODARD
 W. HACKNEY HIGH, JR.
 COUNTY ATTORNEY

MARY P. HUNNICUTT
 CLERK TO BOARD

W. FRANK HEATH, III
 COUNTY MANAGER

RESOLUTION OF INTENT TO LEASE REAL PROPERTY TO HISTORIC HERTFORD, INC. PURSUANT TO N.C.G.S. § 160A-272

WHEREAS, Perquimans County (the "County") is the owner of the real property located at 110 W. Academy Street, Hertford, North Carolina 27944, which property is further identified as Perquimans County Tax Parcel # 3-D040-AA112-H and which property is described by deed to Perquimans County recorded in Book 134, Page 881, Perquimans County Registry; together with the buildings, improvements and fixtures thereon, all easements, hereditaments, privileges and appurtenances related thereto, and all equipment, and personal property therein (together the "Leased Premises"); and

WHEREAS, the County desires to lease the Leased Premises to Historic Hertford, Inc. ("HHI") for the purposes of providing HHI with professional office space and meeting rooms and providing a theater for Carolina Moon Theater Group ("CMTG"); and

WHEREAS, the County believes it is in the best interests of the County and its citizens and in furtherance of public purposes for HHI to have professional office space and meeting rooms and to provide CMTG with space for a theater; and

WHEREAS, the County desires to lease the Leased Premises to HHI for the amount of one dollar (\$1) per year and other good and valuable consideration as set forth in the lease attached hereto (the "lease"); and

WHEREAS, N.C.G.S. § 160A-272 authorizes the County to lease real property owned by it.

NOW THEREFORE, pursuant to the provisions of N.C.G.S. § 160A-272 and in consideration of the terms and provisions of the lease, the Perquimans County Board of Commissioners resolves and declares:

1. That the County lease to HHI the Leased Premises upon such terms and provisions as set forth in the lease.
2. That a copy of this resolution be placed in the minutes of the June 3, 2019 meeting of the Perquimans County Board of Commissioners.

This the 3rd day of June, 2019.

 Wallace E. Nelson, Chairman
 Perquimans County Board of Commissioners

 Clerk to the Board

SEAL

Perquimans County's Vision:

To be a community of opportunity in which to live, learn, work, prosper and play.

NORTH CAROLINA
PERQUIMANS COUNTY

LEASE

THIS LEASE is made effective as of the _____ day of _____ 2019, by and between PERQUIMANS COUNTY, NORTH CAROLINA, a body politic existing under the laws of the State of North Carolina ("County") and HISTORIC HERTFORD, INC. (CAROLINA MOON THEATER GROUP), a North Carolina nonprofit corporation ("Tenant").

PREMISES

A. County is the owner of the property located at 110 W. Academy Street, Hertford, NC 27944, Perquimans County Tax Parcel # 3-D040-AA112-H; reference is made to Deed to Perquimans County recorded in Book 134, Page 881, Perquimans County Registry; together with the buildings, improvements and fixtures thereon, all easements, hereditaments, privileges and appurtenances related thereto, and all equipment, and personal property therein (the "Leased Premises").

B. County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from County.

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the parties contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Lease:

County, for and in consideration of the payments hereinafter stipulated to be made by Tenant and the covenants and agreements hereinafter contained to be kept and performed by Tenant does, by these presents, demise, lease and let unto Tenant, for the term and upon the conditions hereinafter stated, the Leased Premises; under and subject, however, to liens, deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations and ordinances, building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction and to which the Leased Premises may be subject.

2. Term:

(a) Initial Term. The initial term of this Lease shall begin on May 6, 2019 and extend for a period of five (5) years unless sooner terminated as herein provided. Upon sixty (60) days written notice during the initial term, either the County or Tenant may withdraw from this agreement and the lease will be terminated accordingly.

(b) Optional Renewal Terms. This Lease shall be automatically renewed and extended for up to a maximum of five (5) additional terms of one (1) year each, upon the same terms and conditions of the initial term of this Lease, unless either County or Tenant gives to the other party sixty (60) days written notice before the end of the term about to expire that the Lease shall not be so renewed and extended. The Initial Term and all exercised Optional Renewal Terms may be referred to herein as the "Term."

3. Rental:

Tenant agrees to pay rent for the Leased Premises in the amount of one dollar (\$1.00) per year, payable in advance on or before the first day of the Initial Term and the first day of each Optional Renewal Term.

4. Condition and Title of Leases Premises Repairs:

Tenant acknowledges that except as otherwise set forth in this Lease: (i) Tenant has examined the Leased Premises prior to the making of this Lease and knows the condition thereof as of the first day of the Initial Term and accepts the same in said conditions; (ii) no representations as to the condition of the Leased Premises have been made by representatives of County, and (iii) Tenant is entering into this Lease relying solely upon its own examination of the Leased Premises. EXCEPT AS SPECIFICALLY NOTED IN THIS LEASE, INCLUDING THE NEXT SENTENCE, BY THE EXECUTION OF THIS LEASE, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE LEASED PREMISES IN AN AS-IS CONDITION. TENANT ACKNOWLEDGES THAT COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Utility Services:

Tenant agrees to pay or cause to be paid all charges for gas, water, fuel, oil, sewer, electricity, light, heat, power, telephone and other utilities and services, used, rendered, or supplied to, upon or in connection with the Leased Premises. Tenant agrees that County is not, nor shall it be, required to furnish to Tenant or any other occupant of the Leased Premises, any gas, water, fuel, oil, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind, except as otherwise provided for herein. Tenant shall keep the Leased Premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or on omissions.

6. Indemnification and Non-Liability of County:

Tenant covenants and agrees, at its expense, to pay and to indemnify, defend and save harmless, County, and all of its officers, agents, shareholders, members, employees and directors, from and against, any and all losses, penalties, fines and other pollution related items, costs, expenses (including reasonable attorneys' and consultants' fees), claims, damages, liabilities and judgments ("Claims") arising from the occupation, use, possession, conduct or management of or from any work done in or about the Leased Premises or from the permitted subletting of any part thereof including any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Leased Premises or the occupancy or use thereof during the Term. Tenant also covenants and agrees, at its expense, to pay, and to indemnify, defend, and save harmless County, and all of its officers, agents, shareholders, employees and directors, from and against any and all Claims arising during the Lease from:

- (i) any condition of the Leased Premises and adjoining sidewalks and passageways.
- (ii) Any and all claims by laborers and materialmen for any improvements constructed by Tenant. Tenant shall cause any mechanics lien filed against the Leased Premises as a result of any act or interest of Tenant or any party claiming through Tenant to be removed within thirty (30) days of the filing thereof,
- (iii) any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to this Lease,
- (iv) any act of negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, or
- (v) any accident, injury or damage whatever in or about the Leased Premises or upon or under the sidewalks and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against County by reason of any such claim, Tenant, upon prompt notice from County, covenants to resist or defend such action or proceeding. Nothing contained in this Section shall be deemed to restrict Tenant from contesting any claim which it deems not properly asserted and to

withhold payment until such time as an appropriate adjudication thereof and is had in a court of competent jurisdiction.

7. Property Insurance:

(a) County shall maintain property insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.

(b) Tenant shall, at its Sole option, discretion and expense, provide insurance coverage for its personal property and equipment, and any other insurance coverage Tenant elects to procure,

8. Use:

The Leased Premises shall be used and occupied by Tenant for the following uses: (a) professional office space, (b) meeting space, and (c) a theater, and for no other use (the "Approved Use"). Tenant will not use the Leased Premises for, or carry on or permit upon the Leased Premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy. Nothing shall be buried, and nothing shall be allowed to be placed in the septic or sewer system except non-toxic, non-hazardous sewage. Tenant further agrees that the Leased Premises shall not be used or be permitted to be used in whole or in part during the Term of this Lease in such a way as to cause undue depreciation or undue wear or tear of any portion thereof.

9. Hazardous Materials:

(a) Tenant agrees that it will not place, hold, store, or dispose of any Hazardous Material, as defined below, under or at the Leased Premises.

(b) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of North Carolina or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance" under the laws of the State of North Carolina, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (viii) any other Federal, state or local statute law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any hazardous, toxic or dangerous, waste, substance, or material. (collectively the "Environmental Laws").

(c) Tenant hereby agrees to and does indemnify, defend, and hold harmless County of, from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from any time to time may be paid, incurred or suffered by, or asserted against County for, with respect to, or as a direct or indirect result of any breach by Tenant, its agents, invitees, officers, or licensees of the foregoing covenants (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law.

10. Liability Insurance:

(a) County may maintain liability insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.

(b) Tenant shall maintain Commercial General Liability Insurance, including Contractual Liability insurance coverage, covering Tenant's operations in the Leased Premises, with combined single limits of not less than \$2,000,000 per occurrence for bodily injury or property damage, naming County as an additional insured. Such insurance shall be endorsed to provide that the insurance shall be primary to and

not contributory to any similar insurance carried by County, and shall contain a severability of interest clause.

11. Maintenance and Repair:

Tenant, at its expense, will keep and maintain the Leased Premises in good repair, and shall return same to County upon the expiration of this Lease, reasonable wear and tear excepted. Tenant shall promptly make or cause to be made, all repairs, interior and exterior, structural and non-structural, ordinary and extra-ordinary, foreseen and unforeseen, however minor or major, deemed necessary by the County to keep the Leased Premises in good and lawful order and condition, whether or not such repairs are due to any laws, rules, regulations or ordinances enacted subsequent to the date of this Lease which involve a change of policy or requirement on the part of any governmental body or any changes required to conform the Leased Premises to the standards as may from time to time be necessary to meet the requirements of the Programs (as defined below). All such maintenance and repairs and all painting (interior and exterior) and decoration of the Leased Premises shall be the sole and exclusive expense of Tenant. To the extent the landscaping and grounds of the Leased Premises are not regularly maintained by Perquimans County, Tenant shall be solely responsible for the regular maintenance of the landscaping and grounds for the Leased Premises at Tenant's sole cost and expense.

12. Improvements and Alterations:

Tenant shall not make any changes in the building or improvements located upon the Leased Premises which would alter the structural integrity of the Leased Premises. Tenant shall not make any new improvements or non-structural alterations or changes to existing improvements on the Leased Premises without prior written consent of County in each instance. Plans and specifications for any proposed alterations and improvements shall be submitted by Tenant to County at least forty-five (45) days prior to the proposed date of commencement of the alterations or improvements. If County fails to respond to such written request within forty-five (45) days after submission, the request shall be deemed to have been rejected by County. Tenant shall bear the full and sole cost of all approved alterations and improvements made to the Leased Premises by Tenant.

13. Right to Inspect:

During the term hereof, County and/or its representative shall have the right to enter upon the Leased Premises at all reasonable times upon twenty-four (24) hours notice to Tenant to inspect the Leased Premises and ensure compliance with the terms and conditions hereof. Upon 24 hours written notice to Tenant of Tenant's default in making any repairs and/or replacements for which Tenant is responsible, County may, but shall not be required to make any such repairs and/or replacements, and any reasonable expenses thereby incurred by County shall constitute and be collectible as additional rent.

14. Subordination:

At the option of County, this Lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter, a "mortgage") which County may place on the Leased Premises provided the terms of any such mortgage provide that as long as Tenant shall discharge its obligations under this Lease: (i) its tenancy shall not be disturbed; (ii) this Lease shall not be affected by any default under a mortgage; (iii) in the event of foreclosure of a mortgage, the right of Tenant shall survive, provided Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this Lease; and (iv) this Lease shall continue in force and effect. Upon County's request, Tenant shall execute any instrument, which may be required to effectuate such a subordination, provided County shall first have delivered to Tenant a copy of a recordable agreement signed by a mortgagee(s) that satisfies the foregoing requirements. If Tenant is notified of County's assignment of this Lease as security for a mortgage loan, and of the name and address of the mortgagee or trustee, Tenant shall not terminate or cancel this Lease for any default on the part of

County without first: (i) giving notice of its intention to do so to such mortgagee or trustee, the notice to describe in reasonable detail the nature and extent of the default; and (ii) affording such mortgages or trustee a reasonable opportunity to perform on behalf of County its obligations under this Lease.

15. Condemnation:

If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken in condemnation proceedings or by any right of eminent domain, so that the remainder of the Leased Premises cannot be operated for the Approved Use. In that event, this Lease shall forthwith terminate, and all condemnation proceeds shall belong to County. If the taking shall occur on a date other than the first day of the month, the rent shall be prorated to the date of taking.

16. Fire or other Casualty Losses:

In the event of damage to or destruction of one or more of the buildings included within the Leased Premises, County shall promptly restore or cause to be restored said building and its contents as nearly possible to their condition prior to such damage or destruction. All insurance proceeds received by County pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be applied by County to the payment of such restoration, as such restoration progresses. If (i) the building is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for the Approved Use, and the repair or restoration is not economically feasible, either party hereto may terminate this Lease on written notice of at least ten (10) days after date of such damage or destruction. For the period of time between the date of such fire or other casualty and until the repairs have been substantially completed or this Lease terminated, there shall be an abatement of the Rent and any additional rent, and upon the termination of this Lease, the Rent and any additional rent shall be apportioned to the date of termination. In such case, all insurance proceeds insuring County's property shall belong to County.

17. Covenant of Quiet Possession:

County represents that it has full right and authority to lease the Leased Premises, and Tenant shall peacefully and quietly hold and enjoy the Leased Premises for the full term of this Lease so long as Tenant does not default in the performance of any of the terms of this Lease.

18. Ad Valorem Taxes:

Tenant shall pay all ad valorem taxes assessed against the Leased Premises and any personal property, fixtures, furniture and equipment located on the Leased Premises.

19. Signs:

Tenant shall have the right to install signs from the exterior of the building regarding the conduct of its business, subject to any applicable governmental laws, ordinances, regulations, and other requirements.

20. Default:

(a.) Upon the occurrence of any one or more of the following events by Tenant (the "Events of Default," any one an "Event of Default"), County shall have the right to exercise any rights or remedies available in this Lease, at law or in equity. Events of Default shall be as follows:

- (i) Tenant's failure to pay when due any rental or other sum of money payable under this Lease and such failure is not cured within ten (10) days after written notice of such failure;
- (ii) Failure to perform any other of the terms, covenants or conditions contained in this Lease if not remedied within thirty (30) days after receipt of written notice of such failure; or if such default

cannot be remedied within such period, Tenant does not within thirty (30) days after written notice of such failure commence such act, or acts as shall be necessary to remedy the default and shall not thereafter complete such act or acts within a reasonable time;

- (iii) Tenant, shall become dissolved, bankrupt or insolvent, or file any debtor proceedings, or file pursuant to any statute a petition in bankruptcy or insolvency or for reorganization, or file a petition for the appointment of receiver or trustee for all or substantially all of Tenant's assets and such petition or appointment shall not have been set aside within sixty (60) days from the date of such petition or appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement;
 - (iv) The levy or execution, attachment or other taking of Tenant's assets which are on the Leased Premises or the leasehold interest of Tenant hereunder, by process of law or otherwise in satisfaction of any judgment, debt or claim, without the same being extinguished within sixty (60) days of such levy, execution, attachment or other taking;
- (b) In addition to its other remedies, either at law, equity, or other, County, upon an Event of Default by Tenant, shall have the immediate right, after any applicable grace period expressed in this Lease, to terminate and cancel this Lease. In the event of an elected termination, County may recover from Tenant damages, including the costs of recovering the Leased Premises, and Tenant shall remain liable to County for the total Rent (which may at County's election be accelerated to be due and payable in full at its present value using a six percent (6%) discount rate as of the Event of Default and recoverable as damages in a lump sum) as would have been payable by Tenant under this Lease for the remainder of the term less the rentals actually received from any re-letting or, at County's election, less the reasonable rental value of the Leased Premises for the remainder of the term. County has the affirmative duty to use reasonable efforts to mitigate Tenant's liability under this Section by re-letting the Leased Premises.

21. Applicable Law:

This Lease shall be governed exclusively by the laws of the State of North Carolina.

22. Surrender:

At the expiration of the Lease, as applicable, Tenant shall surrender the Leased Premises in as good condition as it was in at the beginning of the Initial Term, reasonable use and wear and damage by the elements excepted.

23. Severability:

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision of this Lease.

24. Notices and Demand:

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered three (3) business days after deposit in the United States mail, as registered or certified mail, with proper postage prepaid, on the day of delivery if delivered by hand, or on the next business day after delivery to an overnight carrier service, all charges prepaid, and addressed to the party or parties to be notified, at the following addresses (or such other address(es) as a party may designate for itself by like notice):

To County: County Manager
P.O. Box 45
Hertford, NC 27944

To Tenant: Historic Hertford, Inc.
110 Academy Street
Hertford, NC 27944

With a Copy to: Hackney High
County Attorney
P.O. Box 92
Edenton, NC 27932

The addresses of County and Tenant and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either party giving notice to the other in the prescribed manner.

In relation to Successors and Assigns, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No amendment or modification to this Lease shall be binding upon County unless same is in writing.

25. Compliance with Law:

During the Term Tenant shall comply with all applicable laws, rules and regulations pertaining to its use of the Leased Premises.

26. Short Form Lease:

If requested by Tenant, County shall execute a recordable Memorandum or Short Form Lease, prepared at Tenant's expense, specifying the exact term of this Lease and such other terms as the parties shall mutually determine. If recorded, Tenant shall pay any and all recording fees, excise and transfer taxes associated with such recordation of the Lease or Memorandum or Short Form Lease.

27. Holding Over:

In the event Tenant remains in possession of the Leased Premises after the expiration of the final renewal term, Tenant shall occupy the Leased Premises as a Tenant from month to month, subject to all of the conditions of this Lease, insofar as consistent with such a tenancy.

28. Waivers:

Failures of County or Tenant to object to any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by County or Tenant at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a consent to any subsequent breach of the same or other provision. No acceptance by County of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account. Any waiver or release by either party must be in writing signed by such party.

29. Survivorship:

All covenants, indemnities and other provisions contained in this Agreement, that by their context, or otherwise evidence the intent of the parties to survive the expiration or earlier termination of this Lease, shall survive the expiration or other termination of this Lease.

30. Independent Contractor:

The relationship between County and Tenant is solely that of landlord and tenant. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other. Tenant shall pay all salaries, compensation and other benefits of its personnel and County shall have no responsibility whatsoever for the same. Tenant shall keep in full force and effect all required worker's compensation insurance on its personnel and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel.

31. Headings:

The section headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

32. Entire Agreement:

This Lease expresses the entire understanding of the parties hereto with respect to the Leased Premises and neither party hereto has made or shall be bound by the agreement or representation to the other party which is not expressly set forth in the above-stated Agreement or this lease or in any certified delivered in connection with the execution and delivery thereof or hereof, nor shall this Lease be altered, modified or discharged except by an agreement in writing duly signed by each of the parties hereto,

33. Abandonment.

In the event Tenant voluntarily and permanently (i.e. removal of furniture, fixtures and equipment) closes the Leased Premises for a period in excess of sixty (60) days (except in reasons of casualty, rebuilding, repairing, re-fixturing), County shall have the right to terminate this Lease at any time prior to the re-opening of the Leased Premises by giving written notice to Tenant. Temporary cessations of operations to make alterations or circumstances beyond the control of Tenant and in any event cessation for a period of less than sixty (60) consecutive days shall not be considered a discontinuance of operations.

34. Assignment and Subletting:

(a) Tenant shall not, whether voluntarily or by operation of law, assign, license, franchise, transfer, mortgage, hypothecate, pledge, or otherwise encumber (collectively "Transfer") all or any part of this Lease or any interest therein, and shall not sublet, franchise, or license (also included as a "Transfer") all or any part of the Leased Premises, without first obtaining the prior written consent of County in each instance pursuant to the requirements of this Section. Any attempted Transfer without County's prior consent shall be void and shall confer no rights upon any third parties.

(b) In the event this Lease is Transferred with the consent of County, the assignee or subtenant shall be bound by the agreements and provisions herein contained, and Tenant shall remain bound for the fulfillment and performance of all agreements and provisions herein to be kept and performed by Tenant.

(c) If Tenant desires at any time to Transfer the Leased Premises or any part of the Leased Premises, Tenant shall submit to County at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date"), in writing, (i) A request for permission to Transfer, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days after the sending of that notice; (ii) The name of the proposed subtenant or assignee or other party; (iii) The nature of the business to be conducted in the Leased Premises after the Transfer; (iv) The terms and provisions of the proposed Transfer; (v) A copy of all proposed documentation pertaining to the Transfer; (vi) Current financial statements (audited, if available) of Tenant and the proposed subtenant or assignee; and (vii) Such additional information that County may reasonably request to make a reasoned judgment.

(d) Without in any way limiting County's right to refuse to give that consent for any other reason or reasons, County shall be deemed to have reasonably withheld its consent to any Transfer if, in County's reasonable opinion: (i) The proposed use of the Leased Premises by the assignee or subtenant is not

compatible with the Approved Use; (ii) The financial net worth of a proposed assignee is less than that of Tenant; or (iii) The Tenant is in default under any of the terms of this Lease as of the date Tenant notifies County of the proposed Transfer or as of the Proposed Effective Date of the Transfer.

35. Time of Essence:

Time is expressly declared to be of the essence of this Lease.

(signatures begin on the following page)

IN TESTIMONY WHEREOF, PERQUIMANS COUNTY has caused this instrument to be executed in its name by its Chairman, attested by the Clerk to the Board of Commissioners, pursuant to this lease adopted this _____ of _____, 2019, all the day and year first above written.

PERQUIMANS COUNTY, NORTH CAROLINA

By: _____
Wallace E. Nelson, Chairman

(Affix Corporate Seal)

Attest:

Clerk to the Board of Commissioners

TENANT:
HISTORIC HERTFORD, INC.
(CAROLINA MOON THEATER GROUP)

By: _____

Title: _____

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

By:  _____
Authority Finance Officer



PERQUIMANS COUNTY

BOARD OF COMMISSIONERS

P.O. BOX 45
HERTFORD, NORTH CAROLINA 27944
TELEPHONE: 1-252-426-7550

WALLACE E. NELSON
CHAIRMAN
FONDELLA A. LEIGH
VICE CHAIR
JOSEPH W. HOFFLER
T. KYLE JONES
ALAN LENNON
CHARLES WOODARD
W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

MARY P. HUNNICUTT
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

RESOLUTION AUTHORIZING SALE OF CERTAIN SURPLUS COUNTY PROPERTY

WHEREAS, the Perquimans County Board of Commissioners desires to dispose of certain surplus property of the County:

NOW, THEREFORE, BE IT RESOLVED by the Perquimans County Board of Commissioners that:

- The following described property is hereby declared to be surplus to the needs of the County:

Director's Area/Staff:

Maple Desk/Table -- 36" x 24"
Mahogany Desk/Table -- 48" x 28"
Maple Desk -- 28" x 72"
Kelvinator Fridge

Main Stack Area:

Loose Bottom Angled Racks -- 3' Long
4 Library Stacks -- 7' x 9'
Corner Desk -- 4'
Stand-Up Maple Desk 3' x 3' 3"
Two Antique Rocking Chairs
1 Library Stack -- 4' x 9'
1 Library Stack -- 7' x 6'
Old Computer Network

Other Contents include: Misc. Frames,
Pictures, Chairs, Crafts, Knick-Knacks,
Loose Items

Old Non-Fiction Area:

DVD Cabinet -- 4' x 2'
Wall Shelves/Stack 12' x 8"
1 Cubby (Blue Sides)
Microfiche Machine (JVC)
Mahogany Table 42" x 42"
DVD Trays (Plastic)
6 Office Chairs
Conference Table -- 3' x 6'
3 Rotating Book Shelves -- 5'
4 Large Stacks (Double Sided) -- 7' x 18"

Children's Section

2 Stacks -- 9' x 5'
2 Round Oak Tables -- 3' 6"
7 Mahogany Computer Tables
4 Green Office Chairs

- The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sale this surplus vehicle on GovDeals.

- The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.

- The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County's website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 4th day of March, 2019.

ATTEST:

Mary P. Hunnicutt
Mary P. Hunnicutt, Clerk to the Board

Wallace E. Nelson
Wallace E. Nelson, Chairman



Perquimans County's Vision:

To be a community of opportunity in which to live, learn, work, prosper and play.

**PERQUIMANS COUNTY ORDINANCE REGULATING
AMBULANCE SERVICE AND THE GRANTING
OF AMBULANCE SERVICE FRANCHISES
ORDINANCE NO. 27**

Section 1. Purpose. In the public interest and for the promotion of the health, safety and welfare of the citizens of Perquimans County, North Carolina and pursuant to the authority contained in N.C.G.S. §53A-250 and other applicable laws, the following ordinance sets forth the conditions, limitations, restrictions and requirements under which a person, as defined herein, may provide ambulance services or operate ambulances in Perquimans County, North Carolina.

Section 2. Abbreviations and Definitions. For the purposes of this ordinance, the following words, phrases, terms and abbreviations shall have the meaning(s) given below.

"Ambulance"-Any privately or publicly owned motor vehicle, aircraft, or vessel that is specifically designed, constructed or modified and equipped and is intended to be used for and is maintained or operated for the transportation of patients on the streets or highways, waterways, or airways of this State in accordance with the provisions of N.C.G.S. §131E-155.

"Board of County Commissioners"-Perquimans County Board of Commissioners.

"County"-Perquimans County, North Carolina.

"County EMS"- Perquimans County, North Carolina EMS System.

"Franchisee"-Any owner, as defined herein, of a franchisee to operate a franchise in Perquimans County, North Carolina that is granted under the terms of this Ordinance.

"N.C.G.S."-North Carolina General Statutes.

"NCOEMS"-North Carolina Office of Emergency Medical Services.

"Owner"-Any person or entity who owns an ambulance.

"Patient"-A person who is sick, injured, wounded, or otherwise incapacitated or helpless such that some medical assistance might be anticipated as defined in N.C.G.S. §131E-155.

"Person"- Any individual, firm, partnership, company, corporation, association, limited liability company or group of individuals acting for a common purpose, or organizations of any kind including but not limited to any local, state or federal governmental agency.

"Personnel"-Any person employed by an owner or franchisee in any duties associated with or in connection with the service of transporting patients in an ambulance.

"Provider"-Any individual, firm, partnership, company, corporation, association, limited liability company or group of individuals acting for a common purpose, or organizations of any kind who engage in the service of transporting patients in an ambulance.

"Shall"-always describes actions which are required and not merely suggestive or directive.

"State"-State of North Carolina.

Section 3. Franchise Required. It shall be unlawful for any person or owner to provide ambulance services or to operate ambulances of any type within the County without having been granted a franchise to do so by the County. Provided however, this section shall not apply to: (i) ambulances owned or operated by the County; (ii) ambulances owned by an agency of the United States; (iii) ambulances which transport patients who are picked up outside the County and transported to destinations outside the County; (iv) ambulances which transport patients who are picked up outside the County and transported to destinations inside the County; (v) ambulance which transport patients which are picked up inside the county and transported to destinations outside the County; and (iv) any owner, person or entity rendering assistance to the County or a franchised ambulance service in the event of a major catastrophe or emergency pursuant to the North Carolina Mutual Aid Agreement.

Section 4. Personnel Credentials Required. Pursuant to N.C.G.S. §131E-158 and §131E-159, no personnel shall attend to a patient nor transport a patient within the County, unless he or she holds a valid credential issued by the North Carolina Department of Health Service Regulation, Office of Emergency Medical Services and has passed a Technical Scope of Practice with the Perquimans County Medical Director.

Section 5. Application for Ambulance Franchise Requirements. Each application for a franchise to operate an ambulance or ambulance service in the County shall contain the following information:

- (a) The name and address of the owner of the ambulance service and owner of any vehicle, ambulance, apparatus, equipment, property or facilities designated for the operation of the ambulance.
- (b) If the applicant is a corporation or limited liability company, a certificate of good standing from the North Carolina Secretary of State.
- (c) The trade name or fictitious names, if any, under which the applicant does business, along with a certified copy of the assumed name certificate.
- (d) A resume of the training and experience of all personnel associated with the applicant in the care of patients to include state credentials and other associated professional certifications or course completion documentation.
- (e) A full description of the type and level of service to be provided including a description of the applicant's ability to provide service, how many hours a day and how many days a week the service will be provided, the area to be covered, an estimate of the minimum and maximum response time for calls within the area of service, the location of the place or places from which the service is intended to operate, the manner in which the public will be able to obtain assistance and how ambulances will be dispatched.
- (f) A complete set of financial statements for the entity for the previous three year period, audited by a Certified Public Accountant with an unqualified opinion. Financial statements must contain an income statement, balance sheet and a cash flow statement.
- (g) A statement of which services the applicant intends to provide: emergency, non-emergency, convalescent, hospital to hospital, specialty care transport or a combination thereof.
- (h) Such further information which the County shall deem reasonable and necessary to determine the capability of the applicant to provide ambulance services within the County.

Section 5. Application Review Fee. At the time the applicant submits its application for franchise, the applicant shall submit an application review fee in such amount as shall be set by the Board of Commissioners in a fee schedule.

Section 6. Hearing on Application. Within sixty (60) days of the receipt of an application, the County will schedule a time and place for a hearing on the application before the County's EMS Peer Review Committee. After such hearing by the County's EMS Peer Review Committee, the Committee shall forward to the Board of Commissioners its recommendation on the application and thereafter within thirty (30) days of the Committee's hearing on the application, the Board of Commissioners will make a final decision on the application and the County will provide the applicant with notice of its decision on the application.

Section 7. Award of Franchise. A franchise may be granted if the County finds that:

(a) A need exists for the services proposed by the applicant in its application to improve the medical services available to the residents of the County and the proposed services to be provided are reasonable and cost effective. In order for the County to determine the reasonableness and cost effectiveness of the applicant's proposed services, the applicant shall submit to the County a schedule of the applicant's proposed fee schedule at the time the applicant's application is submitted to the County.

(b) The proposed services will fit within the County's EMS System Plan so as to not adversely affect the level of service or operations of the County's EMS operations or of other agencies or existing franchisees.

(c) The applicant shows it has met federal, state and local standards outlined in this ordinance.

Section 8. Initial Franchise Fee. Upon approval and award of a franchise, the franchisee shall pay to the County an initial franchise fee as set forth in Section 5 herein or as otherwise set by the Board of Commissioners.

Section 9. Ongoing Service and Franchise Fees. Once the franchisee begins its operations and providing services under the franchise the franchisee shall pay to the County service fees and ongoing franchise fees as set by the Board of Commissioners, for the following:

(a) A paramedic intercept fee, as set by the County Commissioners, in which County EMS personnel attend to the patient being transported or serviced by the franchisee.

(b) The County shall charge the franchisee an annual ongoing franchise fee equal to a percentage of gross revenues derived from the franchisee's Perquimans County operations as may be set in a fee schedule adopted by the Board of Commissioners in the County's annual budget. In order for the County to determine the annual franchise fee due by the applicant, the applicant shall provide to the County on an annual basis an audited financial statement of the gross revenues derived from the franchisee's Perquimans County operations.

(c) An annual renewal fee in such amount as may be set by the Board of Commissioners in a fee schedule. The Board of Commissioners reserves the right, on an annual basis, to amend the amount of the annual renewal fee.

Section 10. Operational Standards and Expectations of Service. Each franchisee shall provide the following:

(a) Each ambulance shall be required to render assistance to any requesting individual or agency in a professional and timely manner.

(b) Each ambulance shall be required to render assistance to the County in the event of a major catastrophe, emergency, natural disaster or when all County EMS resources are in service or are temporarily unavailable to respond to emergency requests for service.

Section 11. Reporting and Documentation. Franchisee shall keep and maintain all records related to the maintenance and operations of franchisee's ambulance service and all such records and shall be open for inspection by the County's representatives during the franchisee's normal business hours. The types of documents which shall be kept, maintained and open to inspection by the County shall include, but not be limited to, dispatch records, trip records and logs, daily report logs, equipment and vehicle inspection reports, and daily driver and attendant checklist. In addition to the records listed above, the franchisee shall submit to the county on a semi-annual basis in electronic form the following information: number of responses by type and time frame, response time data, any responses associated with a death, staff activities including training hours and hours worked and any vehicle failures or other maintenance issue which limit response availability. The time period in which the franchisee's records shall be kept and maintained shall be as set forth by the rules and regulations of NCOEMS.

Section 12. HIPAA Requirements. The franchisee shall, upon request of the County, provide the County documentation of proper training and education associated with general operations, medical care, driving and with privacy and confidentiality rules regulations and practices in accordance with the Health Insurance Portability and Accountability Act (HIPAA) as well as the Health Information Technology for Economic and Clinical Health Act (HITECH) and the franchisee's privacy policy.

Section 13. Equipment and Supplies. Franchisee's apparatus and equipment shall be in accordance with the standards developed by the North Carolina Medical Care Commission and the North Carolina College of Emergency Physicians and those standards are incorporated herein as if set forth fully.

Section 14. Vehicles and Vehicle Operators. All of franchisee's emergency vehicle operators shall be required to obtain emergency vehicle operator training and franchisee shall keep documentation on file detailing the performance of each operator based on written performance and actual driving evaluations. All franchisee personnel shall be subject to annual driving record checks. All of franchisee's vehicles shall be in compliance with state, federal and local rules and regulations governing construction, maintenance and layout of the vehicles. The graphics the franchisee uses for its vehicles shall not be similar in appearance, graphics and color schemes of existing County EMS vehicles.

Section 15. Communications. Each of franchisee's vehicles shall be in compliance with the minimum communications requirements as forth by NCOEMS. Communications shall be able to be monitored by County without encryption. Federal Communications Commission (FCC) licensing will be the responsibility of the franchisee. Copies of all FCC authorizations, certificates and licenses shall be available for inspection by the County per FCC rules and regulations.

Section 16. Fees for Services. Fees for franchisee's services shall not exceed the County's EMS fees schedule. Franchisee shall not attempt to collect fees for service on any emergency response until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the patient's attending physician to be fit to consult with franchisee concerning fees and charges. In addition, franchisee shall not attempt to collect fees from family, guardians or the patient during the course of medical

treatment. On scheduled, non-emergency services where a patient requires transportation for non-emergency events, the franchisee may attempt collection of fees before the ambulance trip begins or is completed.

Section 17. Termination, Suspension, Revocation or Reinstatement of Franchise. Either party at its option may terminate the franchise upon sixty (60) days prior written notice to the other party.

If a suspension, revocation or termination of a franchise is entered for franchisee's failure to comply with the terms of the franchise or this ordinance, franchisee shall immediately cease operations and there shall be no refund of any franchise fees or renewal fees paid to the franchisee under such circumstances.

For non-compliance with the provisions of the franchise or this ordinance, the County shall hold a hearing and upon thirty (30) days' notice, may suspend or revoke the franchise. If at such hearing, the County finds that the franchisee has corrected any deficiencies or issues of non-compliance and is in compliance with the franchise and this ordinance, the franchise may be reinstated.

Upon reinstatement of a suspended or revoked franchise, the franchisee shall be placed on probation and subject to reviews of its performance under and compliance with this ordinance and the franchise for a period of not less than six (6) months and if after a six (6) month period the franchisee is found to be in compliance with this ordinance and the franchise, the franchise will be renewed for a mutually agreed upon term.

If the franchisee fails to comply with the terms of this ordinance and the franchise which necessitates more than two (2) hearings per year, then the County may revoke the franchise with no option of renewal for a period on no less than ten (10) years.

Section 18. Changes in Ownership of Franchisee. Any changes of ownership in franchisee shall automatically terminate the franchise and shall require a new application.

Section 19. Sale of Franchise. The franchise shall not be sold, assigned or otherwise transferred to any other person or entity. Any such sale, assignment or transfer shall result in immediate termination of the franchise.

Section 20. Renewal of Franchise. The applicant may renew the franchise upon the same terms and conditions by submission of an application for renewal to the County at least sixty (60) days before the expiration of the current term.

Section 21. Operating Expenses. Any and all operating expenses arising out of or in connection with the franchise shall be the sole responsibility of franchisee. Under no circumstances shall any of the expenses arising out of or in connection with the franchise be the responsibility of the County.

Section 22. Damages and Indemnification. The franchisee shall be responsible for all damages or injuries to persons or property when such injury or damage is caused by the negligence of the franchisee and its agents, employees and independent contractors.

The franchisee shall indemnify and hold harmless the County for any and all claims, suits, judgments or costs incurred by the County which are caused by the negligence of the franchisee and its agents, employees and independent contractors.

Section 23. Insurance Requirements. Franchisee shall have at all times in force and effect insurance coverage which shall provide and include: appropriate statutory worker's compensation, three million dollars (\$3,000,000.00) of combined single limit motor vehicle insurance coverage, three million dollars

(\$3,000,000.00) of combined single limit general liability coverage and three million dollars (\$3,000,000.00) combined single limited of professional liability coverage. Franchisee shall annually provide the County with a copy of the insurer's Certificate of Insurance for the above listed coverages.

Section 24. NCOEMS will be the enforcing agency as it relates to North Carolina General Statutes, North Carolina Administrative Code and the North Carolina College of Emergency Physicians requirements for EMS providers. The County will be the enforcing agency as it relates to the franchisee's compliance with the franchise or this ordinance.

Section 25. Scope of Franchisee Coverage Area. Unless otherwise limited in the franchise, the franchisee shall be permitted to cover the entire County. However, the County in its sole discretion has the statutory power to limit the hours and days the franchisee may operate and the areas of the County which may be served by the franchisee.

Section 26. Controlling Law and Venue. The terms of the franchise and this ordinance shall be construed under the law of the State of North Carolina. The venue of any legal dispute arising out of the terms of the franchise or this ordinance shall be in the court of appropriate jurisdiction in Perquimans County.

Section 27. Term of Franchise. The term of any franchise granted hereunder shall be valid for a term of one (1) year from the date of issuance of the franchise provided that the franchisee is in compliance with the terms of this ordinance. In addition, the County and the franchisee each reserve their right to terminate the franchise upon sixty (60) days prior notice to the other party as set forth in Section 16 herein.

Section 28. Reservation of Rights. The County in its sole discretion reserves the right to amend or modify this ordinance. In the event the County exercises its discretion to amend or modify this ordinance, any amendments or modifications which are made to this ordinance shall not apply to any then existing franchises and shall only apply to applications for a franchise which are submitted after the date of such amendments and modifications. Provided however, as to any then existing franchises, those amendments or modifications so made shall apply to any renewal term of an existing franchise. The County also reserves the right to open or close acceptance of applications and to limit the number of franchises granted based on the needs of the County.

Section 29. In addition to any rights of punishment given to the County in this ordinance or the North Carolina General Statutes, a violation of any provision of this Chapter shall be a misdemeanor punishable by a fine not to exceed Five Hundred Dollars (\$500), or imprisonment for not more than thirty (30) days, or both. Each day's violation of this article is a separate offense.

Ordinance passed the ____ day of _____, 2019.

FK

&

Associates, LLC

PO Box 30872 Greenville NC 27833
Tel. 252 215 0655 • Fax 252 215 0755 • service1@suddenlinkmail.com

May 29, 2019

Robin Trueblood
Recreation Department
310 Granby St
PO Box 538
Hertford NC 27944

Reference: Recreation Department

Robin:

Thank you once again for the opportunity of allowing FK to submit a proposal for custodial cleaning services at the Recreation Department.

After you have had an opportunity to review the proposal I look forward to meeting with you to finalize the agreement. Please feel free to call me at 252-945-1411 or email at service1@suddenlinkmail.com any time if there are any questions about our proposal, or any changes we need to make to better satisfy the needs of your custodial maintenance.

Sincerely yours,

Sylvia C. Thomas
Vice President of Operations
FK & Associates, LLC

FK
&
Associates, LLC

PO Box 30872

Greenville, NC 27833

Tel. 252-215-0655

Fax 252-215-0755

E-mail: service1@suddenlinkmail.com

***PROVIDERS OF COST-EFFECTIVE, FOCUSED CUSTOMER SERVICE,
COMMERICAL CLEANING AND FACILITY MAINTENANCE SERVICES***

**A FACILITY MAINTENANCE SERVICES
CONTRACT PROPOSAL
For The
RECREATION DEPARTMENT**

Hertford, North Carolina

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1.0) COMPANY PROFILE

MISSION STATEMENT

To provide cost-effective janitorial service and facility maintenance for commercial clients by creating a partnership that provides optimal value to our customers while promoting organizational growth and financial stability.

BACKGROUND

FK & Associates was established in August 2002. The company has maintained a positive net profit with an excellent credit history for many years.

WHAT MAKES FK & ASSOCIATES UNIQUE?

FK & Associates provides values not offered by other companies:

- A talented, experienced, cross functional management team
- Consistent programs with a single point of contact that create time and task efficiency for our customers
- Financial strength, commitment, experience, and expertise to support programs
- A true partnership with each client to ensure goals and standards are met
- Commercial Customer experience across North Carolina

It is important that you know the primary values that we encourage within the company:

- A close relationship with our customers. Customer satisfaction is our primary focus, the top priority of every employee, and the purpose of every job. Attentiveness, initiative, proactive effort, quick response, and teamwork applied to service and the resolution of problems is mandatory and fully supported throughout the company.
- A positive relationship with our suppliers and our employee service partners. This relationship is based on respect and fair treatment encouraging personal and professional growth and enabling them to support our commitments.
- Commitment to a high level of ethical conduct and moral standards.
- Recruitment and retention of "best in class" employees that have a solid work history.
- Our expanded capability, our people, and our commitment to service excellence are FK & Associates platform for continued stability and profitable growth in the commercial cleaning and facility maintenance business.

QUALITY MEASUREMENTS

Our system of evaluation has been developed to monitor the quality and professionalism of our cleaning, our service workers, and our management.

Management will conduct scheduled and un-scheduled visits of the work site in an effort to:

- Perform Site Survey
- Meet with key contacts to establish and maintain continuous improvement initiatives
- Address concerns and training issues on-site and put plans in motion within a 24-hour time frame to correct more urgent concerns
- Assess the condition of cleaning equipment and the supply of cleaning products and conduct mechanical, electrical, and chemical safety inspections.
- Discuss and schedule requested project work in a timely manner and at the convenience of the customer
- Assess building security procedures and compliance

Any unacceptable or questionable behavior by workers or managers should be immediately reported to the employee's supervisor. FK & Associates does not tolerate rude or unkind comments or actions by any employees or supervisors.

EMPLOYEE SERVICE PARTNERS

Our employees will conform to all policies and expectations agreed upon by our customers and FK & Associates. These issues include staffing specifications and job-specific procedures, **liability and worker's compensation insurance, bonding, chemical use, provisions for expendable products and equipment, alcohol and drug testing, criminal background checks**, and any other policies and procedures as outlined in the customer contract with FK & Associates

2.0) MANAGEMENT TEAM

KEY MANAGEMENT PERSONNEL

FK & Associates is proud of our Management Team. This is a cross functional team with both national and international experience. The team is a fine example of the concepts that we stress in our customer service philosophy.

In providing top level service, the need for prompt and professional service cannot be underestimated. At FK & Associates our entire team is structured to deliver that kind of response- this delivery system is called Total Management Response. To help support and maintain a focused and effective delivery team for our clients, FK provides a number we can be reached 24/7). The customer will speak with a management specialist who can answer

questions and respond to problems quickly. Total Management Response is more than a phone number; it is a company-wide philosophy reinforced by our entire group - from our service delivery teams to our president. It is a concept that recognizes our customers' needs as the foremost of our concerns. We implemented this plan to address those concerns with the most capable and responsive service in the industry.

A short synopsis of our key management personnel is as follows:

ANNE DALE

PRESIDENT/OWNER

Mrs. Dale has enjoyed success in the business world with operations in farming, real estate development, timber sales, private security and of course custodial cleaning services at an operational level.

Mrs. Dale is the President and principal owner of FK & Associates, LLC a woman owned and operated business in the State of North Carolina.

SYLVIA THOMAS

VICE PRESIDENT OF OPERATIONS

Ms. Thomas has over 36 years of professional experience including several years in the judicial court system and 23 years of management experience involving the sales and service of timber harvesting equipment. Responsibilities included human resources, purchasing, sales and customer service which covered areas of Virginia, South Carolina and North Carolina. Sylvia has a degree in Business Management.

Beginning in August 2002 her position with FK & Associates was Regional Manager for the Eastern region.

In August 2005 she was appointed the position of General Manager. Her responsibility is to direct the daily operations of FK & Associates including administrative, sales, approve and supervise the Account Managers and Supervisors, as well as ensure customer satisfaction with each contract by giving each her personal attention. In 2018 she was promoted to VP of Operations.

Misty R. Leary

ACCOUNT MANAGER

Ms. Leary has 16 years of extensive sales & service experience. She has a broad knowledge of maintenance products and maintenance services. FK considers it a privilege to have Ms. Leary as a team member and provide our clients with the attention and support required to maintain a well-established relationship.

Specifications:

3.1) Daily Services

3.1.1 Floors:

Hard Surface: sweep and mop as needed.

Carpets: Vacuum any area rugs.

Break Room – Kitchen - Bathrooms: mop daily.

3.1.2 Rest Rooms/Shower

Fixtures: Clean and sanitize.

Mirrors: Clean with a glass cleaner.

Pipes and Fittings: Clean and Polish

Partitions and Walls: Clean as required.

Towel, Tissue, Soap Dispensers: Refill and clean as required.

Mop Floors with disinfectant cleaner, leaving the floor clean and odor free. Special attention will be given to edges where floors and walls meet corners and around toilets.

Doors (interior and exterior) wipe clean of fingerprints and Chrome fixtures will be polished and left streak free.

3.1.3 Waste Receptacles:

Rest Room Waste Receptacles: Empty into a plastic trash bag and dispose of as wet trash. Clean and/or polish and replace liners.

Sanitary Napkin Receptacles: Empty receptacles into a plastic trash bag and dispose of as wet trash. Clean, sanitize and replace liners if provided by customer.

Break Room Waste Receptacles: Empty all receptacles into a plastic trash bag and dispose of as wet trash.

Office and Lobby Waste Receptacles: Empty, replace liners and dispose of as directed by customer.

3.1.4 Dusting:

Desk, filing cabinets, bookcases, chairs, tables and other office furniture:
(as needed).

3.1.5 Break Room: (Or Kitchen Area)

Kitchen Sink: Clean as required (If free of dishes)

Counter Top, Tables, and Chairs: Damp wipe with prescribed cleaner.

3.1.6 Glass:

Entrance Doors: Wipe clean and remove fingerprints.

Glass entrance façade: Kept reasonably clean and dirt free.

Note: Care will be given not to damage plastic lettering or sun control film.

Glass Desk and Table Tops: Clean and dry polish.

Partition Glass: Remove smudges and fingerprints.

3.1.7 Miscellaneous:

Drinking Fountains: Clean and sanitize.

Pick up any trash outside entrance doors.

3.1.8 Woodwork and Walls: Fingerprints removed from around wall switches,
Door knobs and door jams.

3.2) Monthly Services

3.2.1 Dusting: Baseboards, chair rails, picture frames, window sills, etc.

3.2.2 HVAC Vents and Returns: Vacuum and clean if accessible by reach with extended duster no higher than six feet

3.3) Security, Access and Key Assignments

3.5.1) Access Times: Cleaning is to begin after hours Monday through Friday. Friday clean will be Friday night or over the weekend which allows for more detailing time.

3.5.2) Access Personnel: Access is limited to FK & Associates employees that have been approved for access. Personnel assigned keys will be responsible for assuring that no unauthorized personnel enter the facility. **NO children under the age of 18 years will be allowed access.**

3.5.3) Key Control: Access keys are to be issued by the Facility Manager and signed for upon receipt by the person(s) requiring building access. Keys are the sole responsibility of the individual assigned the key. Lost keys must be immediately reported to FK & Associates. Upon termination of services keys **MUST** be returned to the Facility Manager. Local law enforcement personnel will retrieve keys not properly and expeditiously returned by the key holder. Keys can only be transferred to authorized Facility or FK & Associate management.

4.0) PRICING

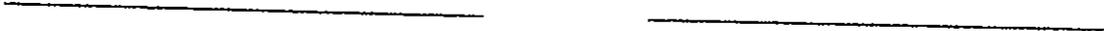
This monthly charge is based on the contractor, FK & Associates, providing the labor to perform the custodial services.

Pricing as follows:

<u>Physical Address</u>	<u>Monthly Service Rate</u>
310 Granby St	\$825.00

4.1) Additional Services-Extra Work, REQUEST ONLY.

1. Strip and Wax VCT - Quoted Upon Request
2. Machine Scrubbing of Hard Surface Tile - Quoted Upon Request
3. Clean Carpets - Quoted Upon Request
4. Window Cleaning Exterior and/or Interior - Quoted Upon Request
5. Emergency Services - Quoted Upon Request
6. Upholstery Cleaning - Quoted Upon Request
7. Power Washing - Quoted Upon Request





PERQUIMANS COUNTY

BOARD OF COMMISSIONERS

P.O. BOX 45
 HERTFORD, NORTH CAROLINA 27944
 TELEPHONE: 1-252-426-7550

WALLACE E. NELSON
 CHAIRMAN
 FONDELLA A. LEIGH
 VICE CHAIR
 JOSEPH W. HOFFLER
 T. KYLE JONES
 ALAN LENNON
 CHARLES WOODARD
 W. HACKNEY HIGH, JR.
 COUNTY ATTORNEY

MARY P. HUNNICUTT
 CLERK TO BOARD

W. FRANK HEATH, III
 COUNTY MANAGER

RESOLUTION FOR STRENGTHENING CRITICAL DRAINAGE & WATER QUALITY INFRASTRUCTURE

WHEREAS, the Perquimans County Board of Commissioners, which recognizes that more frequent and stronger storm events are causing longer periods of severe flooding and the subsequent degradation of water quality, AND that these problems are negatively impacting both urban and rural residents, businesses, and our regional economy, DESIRES to work with our legislators, local governments, businesses, Albemarle Resource Conservation and Development Council (ARC&D), Albemarle Commission (AC), Soil and Water Conservation Districts (SWCD), farmers, non-profit groups, universities, state and federal agencies and citizen scientists to strengthen critical drainage and water quality infrastructure in northeast North Carolina.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Perquimans County Board of Commissioners requests the State of North Carolina to increase financial assistance to the ten counties in northeast North Carolina around the Albemarle and Pamlico Sounds for the following activities, which will help strengthen critical drainage and water quality infrastructure in northeast NC.

- 1) We recognize that creeks, rivers and canals are critical for draining stormwater off our flat landscape. However, many of these systems become clogged with woody debris during storm events, both minor and major. We request matching funds for local governments to annually clear debris from creeks, rivers and canals. This will help strengthen critical drainage infrastructure and lessen the damage that can occur during major storms such as Matthew and Florence.
- 2) We recognize that swamp forests are a critical component of drainage infrastructure as they help mitigate floodwaters and improve water quality. We request funds to help provide financial incentives to owners of swamp forests to conserve a minimum 100-foot buffer along creeks and rivers, which is essential for protecting both drainage and water quality.
- 3) We recognize that the return of algal blooms to our waters after an absence of 30 to 35 years is a threat to fisheries, recreation, property values, and human health, and thus to our regional economy. We request funds to help identify the causes of, and solutions to, the algal blooms, specifically to proactively monitor water quality in creeks and rivers—where NCDEQ does not have monitoring stations—in order to identify the specific sources of nutrients and sediment entering our waterways. This work would be performed in collaboration with local governments, ARC&D, AC, SWCD, universities, and citizen scientists.

ADOPTED the 3rd day of June, 2019.

Wallace E. Nelson, Chairman
 Perquimans County Board of Commissioners

ATTESTED:

Mary P. Hunnicutt, Clerk to the Board
 Perquimans County Board of Commissioners

(SEAL)

Perquimans County's Vision:

To be a community of opportunity in which to live, learn, work, prosper and play.

§ 143-318.11. Closed sessions.

(a) Permitted Purposes. - It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. - A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b).)

FOR
INFORMATION
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ITEMS

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NACo Live Healthy Prescription Discount Program

Live Healthy U.S. Counties

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PRESCRIPTION, DENTAL AND HEALTH DISCOUNT PROGRAMS FOR RESIDENTS

PERQUIMANS COUNTY, NC

	PLAN	% OF PLAN TOTAL PRICED	% OF RETAIL PRICED	% OF RETAIL PRICED	MEMBER COST	AVERAGE MEMBER COST	RETAIL PRICE	AVERAGE RETAIL PRICE	AVERAGE PRICE SAVINGS	% OF PRICE SAVINGS	% OF UTILIZERS	TOTAL
2019												
<u>MARCH</u>	2	0 0.00%	2100.00%		\$ 34.00	\$ 17.00	\$ 34.00	\$ 17.00	\$ 0.00	\$ 0.00	0.00%	1
2018												
<u>DECEMBER</u>	1	0 0.00%	1100.00%		\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 0.00	\$ 0.00	0.00%	1
<u>SEPTEMBER</u>	1	0 0.00%	1100.00%		\$ 41.55	\$ 41.55	\$ 41.55	\$ 41.55	\$ 0.00	\$ 0.00	0.00%	1
<u>JUNE</u>	2	0 0.00%	2100.00%		\$ 51.55	\$ 25.78	\$ 51.55	\$ 25.78	\$ 0.00	\$ 0.00	0.00%	1
<u>MARCH</u>	2	0 0.00%	2100.00%		\$ 51.55	\$ 25.78	\$ 51.55	\$ 25.78	\$ 0.00	\$ 0.00	0.00%	1
2017												
<u>DECEMBER</u>	2	0 0.00%	2100.00%		\$ 51.55	\$ 25.78	\$ 51.55	\$ 25.78	\$ 0.00	\$ 0.00	0.00%	1
<u>SEPTEMBER</u>	2	0 0.00%	2100.00%		\$ 51.55	\$ 25.78	\$ 51.55	\$ 25.78	\$ 0.00	\$ 0.00	0.00%	1
<u>JUNE</u>	2	0 0.00%	2100.00%		\$ 51.55	\$ 25.78	\$ 51.55	\$ 25.78	\$ 0.00	\$ 0.00	0.00%	1
<u>MAY</u>	1	0 0.00%	1100.00%		\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 0.00	\$ 0.00	0.00%	1
<u>MARCH</u>	3	1 33.00%	2 66.00%		\$ 88.46	\$ 29.49	\$ 93.90	\$ 31.30	\$ 5.44	\$ 1.81	5.00%	1
<u>JANUARY</u>	2	1 50.00%	1 50.00%		\$ 70.80	\$ 35.40	\$ 86.28	\$ 43.14	\$ 15.48	\$ 7.74	17.00%	1
2016												
<u>DECEMBER</u>	2	1 50.00%	1 50.00%		\$ 57.24	\$ 28.62	\$ 77.14	\$ 38.57	\$ 19.90	\$ 9.95	25.00%	2
<u>SEPTEMBER</u>	2	0 0.00%	2100.00%		\$ 49.55	\$ 24.78	\$ 49.55	\$ 24.78	\$ 0.00	\$ 0.00	0.00%	1
<u>AUGUST</u>	1	0 0.00%	1100.00%		\$ 7.33	\$ 7.33	\$ 13.69	\$ 13.69	\$ 6.36	\$ 6.36	46.00%	1
<u>JULY</u>	3	2 66.00%	1 33.00%		\$ 53.24	\$ 17.75	\$ 91.05	\$ 30.35	\$ 37.81	\$ 12.60	41.00%	2
<u>JUNE</u>	2	0 0.00%	2100.00%		\$ 49.55	\$ 24.78	\$ 49.55	\$ 24.78	\$ 0.00	\$ 0.00	0.00%	1
<u>MAY</u>	1	0 0.00%	1100.00%		\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 0.00	\$ 0.00	0.00%	1
<u>APRIL</u>	1	1100.00%	0 0.00%		\$ 30.00	\$ 30.00	\$ 41.09	\$ 41.09	\$ 11.09	\$ 11.09	26.00%	1
<u>FEBRUARY</u>	3	1 33.00%	2 66.00%		\$ 84.56	\$ 28.19	\$ 86.25	\$ 28.75	\$ 1.69	\$ 0.56	1.00%	2
2015												
<u>OCTOBER</u>	4	1 25.00%	3 75.00%		\$ 90.42	\$ 22.61	\$ 127.54	\$ 31.89	\$ 37.12	\$ 9.28	29.00%	2
<u>SEPTEMBER</u>	2	0 0.00%	2100.00%		\$ 47.93	\$ 23.97	\$ 47.93	\$ 23.97	\$ 0.00	\$ 0.00	0.00%	1
<u>JUNE</u>	5	1 20.00%	4 80.00%		\$ 78.06	\$ 15.61	\$ 101.18	\$ 20.24	\$ 23.12	\$ 4.62	22.00%	1
<u>MAY</u>	1	1100.00%	0 0.00%		\$ 9.60	\$ 9.60	\$ 13.93	\$ 13.93	\$ 4.33	\$ 4.33	31.00%	1
<u>APRIL</u>	1	1100.00%	0 0.00%		\$ 28.71	\$ 28.71	\$ 34.09	\$ 34.09	\$ 5.38	\$ 5.38	15.00%	1
<u>MARCH</u>	4	1 25.00%	3 75.00%		\$ 74.37	\$ 18.59	\$ 85.13	\$ 21.28	\$ 10.76	\$ 2.69	12.00%	3
<u>JANUARY</u>	5	4 80.00%	1 20.00%		\$ 104.75	\$ 20.95	\$ 201.94	\$ 40.39	\$ 97.19	\$ 19.44	48.00%	3
2014												
<u>DECEMBER</u>	9	7 77.00%	2 22.00%		\$ 172.04	\$ 19.12	\$ 267.10	\$ 29.68	\$ 95.06	\$ 10.56	35.00%	3
<u>NOVEMBER</u>	12	10 83.00%	2 16.00%		\$ 392.68	\$ 32.72	\$ 815.33	\$ 67.94	\$ 422.65	\$ 35.22	51.00%	5
<u>OCTOBER</u>	7	6 85.00%	1 14.00%		\$ 200.55	\$ 28.65	\$ 419.24	\$ 59.89	\$ 218.69	\$ 31.24	52.00%	4
<u>SEPTEMBER</u>	4	4100.00%	0 0.00%		\$ 75.50	\$ 18.88	\$ 159.07	\$ 39.77	\$ 83.57	\$ 20.89	52.00%	3
<u>AUGUST</u>	12	8 66.00%	4 33.00%		\$ 436.48	\$ 36.37	\$ 789.55	\$ 65.80	\$ 353.07	\$ 29.42	44.00%	5
<u>JULY</u>	8	4 50.00%	4 50.00%		\$ 141.44	\$ 17.68	\$ 315.63	\$ 39.45	\$ 174.19	\$ 21.77	55.00%	5
<u>JUNE</u>	11	5 45.00%	6 54.00%		\$ 154.19	\$ 14.02	\$ 200.87	\$ 18.26	\$ 46.68	\$ 4.24	23.00%	5
<u>MAY</u>	10	6 60.00%	4 40.00%		\$ 388.80	\$ 38.88	\$ 692.10	\$ 69.21	\$ 303.30	\$ 30.33	43.00%	6
<u>APRIL</u>	11	6 54.00%	5 45.00%		\$ 260.41	\$ 23.67	\$ 437.49	\$ 39.77	\$ 177.08	\$ 16.10	40.00%	6
<u>MARCH</u>	13	8 61.00%	5 38.00%		\$ 454.73	\$ 34.98	\$ 621.46	\$ 47.80	\$ 166.73	\$ 12.83	26.00%	7
<u>FEBRUARY</u>	7	4 57.00%	3 42.00%		\$ 269.48	\$ 38.50	\$ 540.19	\$ 77.17	\$ 270.71	\$ 38.67	50.00%	4
<u>JANUARY</u>	12	8 66.00%	4 33.00%		\$ 249.29	\$ 20.77	\$ 410.01	\$ 34.17	\$ 160.72	\$ 13.39	39.00%	6
2013												
<u>DECEMBER</u>	13	10 76.00%	3 23.00%		\$ 285.55	\$ 21.97	\$ 640.79	\$ 49.29	\$ 355.24	\$ 27.33	55.00%	5
<u>NOVEMBER</u>	9	5 55.00%	4 44.00%		\$ 254.72	\$ 28.30	\$ 579.18	\$ 64.35	\$ 324.46	\$ 36.05	56.00%	3
<u>OCTOBER</u>	11	6 54.00%	5 45.00%		\$ 294.94	\$ 26.81	\$ 444.01	\$ 40.36	\$ 149.07	\$ 13.55	33.00%	7
<u>SEPTEMBER</u>	8	5 62.00%	3 37.00%		\$ 259.86	\$ 32.48	\$ 424.60	\$ 53.08	\$ 164.74	\$ 20.59	38.00%	4
<u>AUGUST</u>	12	7 58.00%	5 41.00%		\$ 355.30	\$ 29.61	\$ 780.04	\$ 65.00	\$ 424.74	\$ 35.40	54.00%	6
<u>JULY</u>	11	8 72.00%	3 27.00%		\$ 240.23	\$ 21.84	\$ 407.28	\$ 37.03	\$ 167.05	\$ 15.19	41.00%	6

<u>JUNE</u>	7	1	14.00%	6	85.00%	\$ 44.33	\$ 6.33	\$ 89.23	\$ 12.75	\$ 44.90	\$ 6.41	50.00%	3
<u>MAY</u>	14	10	71.00%	4	28.00%	\$ 453.90	\$ 32.42	\$ 796.58	\$ 56.90	\$ 342.68	\$ 24.48	43.00%	6
<u>APRIL</u>	14	5	35.00%	9	64.00%	\$ 229.20	\$ 16.37	\$ 316.32	\$ 22.59	\$ 87.12	\$ 6.22	27.00%	6
<u>MARCH</u>	5	2	40.00%	3	60.00%	\$ 51.84	\$ 10.37	\$ 89.03	\$ 17.81	\$ 37.19	\$ 7.44	41.00%	3
<u>FEBRUARY</u>	5	3	60.00%	2	40.00%	\$ 58.31	\$ 11.66	\$ 100.07	\$ 20.01	\$ 41.76	\$ 8.35	41.00%	4
<u>JANUARY</u>	7	4	57.00%	3	42.00%	\$ 147.57	\$ 21.08	\$ 273.13	\$ 39.02	\$ 125.56	\$ 17.94	45.00%	3
2012													
<u>DECEMBER</u>	5	2	40.00%	3	60.00%	\$ 63.00	\$ 12.60	\$ 131.13	\$ 26.23	\$ 68.13	\$ 13.63	51.00%	3
<u>NOVEMBER</u>	5	3	60.00%	2	40.00%	\$ 105.77	\$ 21.15	\$ 233.12	\$ 46.62	\$ 127.35	\$ 25.47	54.00%	4
<u>OCTOBER</u>	11	7	63.00%	4	36.00%	\$ 245.45	\$ 22.31	\$ 434.45	\$ 39.50	\$ 189.00	\$ 17.18	43.00%	6
<u>SEPTEMBER</u>	12	6	50.00%	6	50.00%	\$ 172.31	\$ 14.36	\$ 260.06	\$ 21.67	\$ 87.75	\$ 7.31	33.00%	6
<u>AUGUST</u>	11	6	54.00%	5	45.00%	\$ 196.81	\$ 17.89	\$ 334.76	\$ 30.43	\$ 137.95	\$ 12.54	41.00%	5
<u>JULY</u>	21	8	38.00%	13	61.00%	\$ 432.01	\$ 20.57	\$ 602.24	\$ 28.68	\$ 170.23	\$ 8.11	28.00%	5
<u>JUNE</u>	18	7	38.00%	11	61.00%	\$ 274.32	\$ 15.24	\$ 526.71	\$ 29.26	\$ 252.39	\$ 14.02	47.00%	8
<u>MAY</u>	16	6	37.00%	10	62.00%	\$ 203.93	\$ 12.75	\$ 278.78	\$ 17.42	\$ 74.85	\$ 4.68	26.00%	6
<u>APRIL</u>	15	6	40.00%	9	60.00%	\$ 196.88	\$ 13.13	\$ 297.28	\$ 19.82	\$ 100.40	\$ 6.69	33.00%	5
<u>MARCH</u>	17	11	64.00%	6	35.00%	\$ 324.49	\$ 19.09	\$ 681.36	\$ 40.08	\$ 356.87	\$ 20.99	52.00%	8
<u>FEBRUARY</u>	17	10	58.00%	7	41.00%	\$ 653.21	\$ 38.42	\$ 1,271.77	\$ 74.81	\$ 618.56	\$ 36.39	48.00%	5
<u>JANUARY</u>	15	7	46.00%	8	53.00%	\$ 296.17	\$ 19.74	\$ 388.23	\$ 25.88	\$ 92.06	\$ 6.14	23.00%	5
2011													
<u>DECEMBER</u>	24	15	62.00%	9	37.00%	\$ 444.97	\$ 18.54	\$ 677.97	\$ 28.25	\$ 233.00	\$ 9.71	34.00%	7
<u>NOVEMBER</u>	26	15	57.00%	11	42.00%	\$ 650.19	\$ 25.01	\$ 1,059.27	\$ 40.74	\$ 409.08	\$ 15.73	38.00%	7
<u>OCTOBER</u>	22	10	45.00%	12	54.00%	\$ 360.54	\$ 16.39	\$ 548.26	\$ 24.92	\$ 187.72	\$ 8.53	34.00%	6
<u>SEPTEMBER</u>	14	10	71.00%	4	28.00%	\$ 533.07	\$ 38.08	\$ 833.62	\$ 59.54	\$ 300.55	\$ 21.47	36.00%	8
<u>AUGUST</u>	10	7	70.00%	3	30.00%	\$ 179.61	\$ 17.96	\$ 328.27	\$ 32.83	\$ 148.66	\$ 14.87	45.00%	5
<u>JULY</u>	12	9	75.00%	3	25.00%	\$ 357.78	\$ 29.82	\$ 588.34	\$ 49.03	\$ 230.56	\$ 19.21	39.00%	7
<u>JUNE</u>	16	7	43.00%	9	56.00%	\$ 444.85	\$ 27.80	\$ 598.37	\$ 37.40	\$ 153.52	\$ 9.60	25.00%	9
<u>MAY</u>	23	13	56.00%	10	43.00%	\$ 302.25	\$ 13.14	\$ 546.03	\$ 23.74	\$ 243.78	\$ 10.60	44.00%	10
<u>APRIL</u>	34	20	58.00%	14	41.00%	\$ 1,351.54	\$ 39.75	\$ 1,653.09	\$ 48.62	\$ 301.55	\$ 8.87	18.00%	7
<u>MARCH</u>	24	16	66.00%	8	33.00%	\$ 863.78	\$ 35.99	\$ 1,269.41	\$ 52.89	\$ 405.63	\$ 16.90	31.00%	9
<u>FEBRUARY</u>	15	11	73.00%	4	26.00%	\$ 468.52	\$ 31.23	\$ 653.27	\$ 43.55	\$ 184.75	\$ 12.32	28.00%	8
<u>JANUARY</u>	23	18	78.00%	5	21.00%	\$ 971.94	\$ 42.26	\$ 1,440.98	\$ 62.65	\$ 469.04	\$ 20.39	32.00%	11
2010													
<u>DECEMBER</u>	25	16	64.00%	9	36.00%	\$ 918.07	\$ 36.72	\$ 1,252.64	\$ 50.11	\$ 334.57	\$ 13.38	26.00%	12
<u>NOVEMBER</u>	25	19	76.00%	6	24.00%	\$ 1,241.89	\$ 49.68	\$ 1,707.72	\$ 68.31	\$ 465.83	\$ 18.63	27.00%	14
<u>OCTOBER</u>	23	17	73.00%	6	26.00%	\$ 1,005.50	\$ 43.72	\$ 1,272.23	\$ 55.31	\$ 266.73	\$ 11.60	20.00%	11
<u>SEPTEMBER</u>	36	19	52.00%	17	47.00%	\$ 1,024.85	\$ 28.47	\$ 1,346.45	\$ 37.40	\$ 321.60	\$ 8.93	23.00%	14
<u>AUGUST</u>	32	22	68.00%	10	31.00%	\$ 1,113.97	\$ 34.81	\$ 1,462.53	\$ 45.70	\$ 348.56	\$ 10.89	23.00%	12
<u>JULY</u>	31	20	64.00%	11	35.00%	\$ 1,094.45	\$ 35.30	\$ 1,481.76	\$ 47.80	\$ 387.31	\$ 12.49	26.00%	15
<u>JUNE</u>	32	22	68.00%	10	31.00%	\$ 885.45	\$ 27.67	\$ 1,257.48	\$ 39.30	\$ 372.03	\$ 11.63	29.00%	15
<u>MAY</u>	25	18	72.00%	7	28.00%	\$ 1,043.40	\$ 41.74	\$ 1,442.16	\$ 57.69	\$ 398.76	\$ 15.95	27.00%	14
<u>APRIL</u>	29	17	58.00%	12	41.00%	\$ 695.70	\$ 23.99	\$ 983.67	\$ 33.92	\$ 287.97	\$ 9.93	29.00%	12
<u>MARCH</u>	23	19	82.00%	4	17.00%	\$ 832.14	\$ 36.18	\$ 1,189.55	\$ 51.72	\$ 357.41	\$ 15.54	30.00%	9
<u>FEBRUARY</u>	15	13	86.00%	2	13.00%	\$ 429.41	\$ 28.63	\$ 594.23	\$ 39.62	\$ 164.82	\$ 10.99	27.00%	8
<u>JANUARY</u>	23	16	69.00%	7	30.00%	\$ 701.41	\$ 30.50	\$ 906.21	\$ 39.40	\$ 204.80	\$ 8.90	22.00%	13
2009													
<u>DECEMBER</u>	44	27	61.00%	17	38.00%	\$ 1,296.18	\$ 29.46	\$ 1,588.69	\$ 36.11	\$ 292.51	\$ 6.65	18.00%	13
<u>NOVEMBER</u>	34	25	73.00%	9	26.00%	\$ 1,451.51	\$ 42.69	\$ 1,789.48	\$ 52.63	\$ 337.97	\$ 9.94	18.00%	13
<u>OCTOBER</u>	41	27	65.00%	14	34.00%	\$ 1,077.88	\$ 26.29	\$ 1,329.32	\$ 32.42	\$ 251.44	\$ 6.13	18.00%	14
<u>SEPTEMBER</u>	43	29	67.00%	14	32.00%	\$ 1,201.33	\$ 27.94	\$ 1,581.39	\$ 36.78	\$ 380.06	\$ 8.84	24.00%	9
<u>AUGUST</u>	22	10	45.00%	12	54.00%	\$ 1,101.97	\$ 50.09	\$ 1,449.33	\$ 65.88	\$ 347.36	\$ 15.79	23.00%	12
<u>JULY</u>	40	25	62.00%	15	37.00%	\$ 1,220.48	\$ 30.51	\$ 1,525.98	\$ 38.15	\$ 305.50	\$ 7.64	20.00%	15
<u>JUNE</u>	43	25	58.00%	18	41.00%	\$ 1,687.31	\$ 39.24	\$ 2,005.31	\$ 46.64	\$ 318.00	\$ 7.40	15.00%	12
<u>MAY</u>	27	18	66.00%	9	33.00%	\$ 505.00	\$ 18.70	\$ 676.07	\$ 25.04	\$ 171.07	\$ 6.34	25.00%	12
<u>APRIL</u>	21	12	57.00%	9	42.00%	\$ 818.43	\$ 38.97	\$ 1,001.85	\$ 47.71	\$ 183.42	\$ 8.73	18.00%	10
<u>MARCH</u>	19	16	84.00%	3	15.00%	\$ 489.88	\$ 25.78	\$ 677.12	\$ 35.64	\$ 187.24	\$ 9.85	27.00%	10
<u>FEBRUARY</u>	24	20	83.00%	4	16.00%	\$ 1,107.28	\$ 46.14	\$ 1,433.51	\$ 59.73	\$ 326.23	\$ 13.59	22.00%	12
<u>JANUARY</u>	25	20	80.00%	5	20.00%	\$ 756.68	\$ 30.27	\$ 990.03	\$ 39.60	\$ 233.35	\$ 9.33	23.00%	9

2008

<u>DECEMBER</u>	18	13	72.00%	5	27.00%	\$ 406.29	\$ 22.57	\$ 565.36	\$ 31.41	\$ 159.07	\$ 8.84	28.00%	8
<u>NOVEMBER</u>	14	11	78.00%	3	21.00%	\$ 282.75	\$ 20.20	\$ 388.32	\$ 27.74	\$ 105.57	\$ 7.54	27.00%	8
<u>OCTOBER</u>	1		1100.00%	0	0.00%	\$ 37.45	\$ 37.45	\$ 52.25	\$ 52.25	\$ 14.80	\$ 14.80	28.00%	1

Perquimans, NC	PLAN TOTAL PRICED	PLAN % PRICED	PLAN RETAIL PRICED	RETAIL % PRICED	RETAIL MEMBER COST	AVERAGE MEMBER COST	RETAIL SUBMITTED PRICE	AVERAGE RETAIL SUBMITTED PRICE	AVERAGE PRICE SAVINGS	% PRICE SAVINGS	TOTAL UTILIZERS		
TOTALS:	1,430	885	61.89%	545	38.11%	\$ 41,685.26	\$ 29.15	\$ 59,765.25	\$ 41.79	\$ 18,079.99	\$ 12.64	30.25%	616.00

Column Headers from left to right:

1. Total Rx's: This is the total number of Rx's that were adjudicated or attempted to adjudicate through the use of the card (the explanation of the next couple of headers will help explain the necessity of this column).
2. Plan Priced Rx's: Caremark tracks all attempts to use the cards including when the pharmacy offers a lower price than the card can give. This is usually when the pharmacy sells a drug at cost or below cost to create foot traffic for the pharmacy or under a special purchase arrangement. This is the amount of Rx's that the card gave the best price vs. the pharmacy.
3. % Plan Priced Rx's: What percentage of the total attempted Rx's adjudicated via best price with the card.
4. Retail Priced Rx's: How many prescriptions where the pharmacy had a lower price.
5. % Retail Priced Rx's: Percentage of Rx's where the pharmacy had a lower price.
6. Total Drug Cost: All prescriptions totaled together at their card discount prices.
7. Average Drug Cost: Average Drug Cost per Rx at the card discounted price.
8. Retail Submitted Price: What the price would have been if the prescriptions weren't filled with the card.
9. Average Retail Submitted Price: Average Per Prescription price if the card wasn't presented at a discount.
10. Price Savings: Total dollar savings for all Rx's filled with the card.
11. Average Price Savings: Average price savings per prescription.
12. % Price Savings: Percentage price savings per prescription.
13. Total Utilizers: This is the total amount of people who represent the total amount of prescriptions i.e. some people fill multiple prescriptions. This gives you an indication of how many residents you are helping.

DEPARTMENT HEAD REPORTS

PLAT REVIEW LOG - PERQUIMANS COUNTY

May

SURVEYOR'S NAME PLAT TITLE	SURVEYOR'S PHONE # ADDRESS	DATE IN DATE OUT	APPROVAL YES/NO	COMMENTS
Adam Cassiter Paul Toti	✓	5-1-19	✓	See combination survey for parcels 1-0017-0101 & 1-0011-0049 8,270 acres
Thomas & Megan Smith JH Miller	✓	5-1-19	✓	Banking Survey for Parcel 1-0033-0013 = 728 acres
Deborah Groer Tony Weide	✓	5-3-19	✓	Survey of Existing Parcel 3-0039- 0003 5440 ac.
Ammon & Amber Ward JH Miller	✓	5-7-19	✓	Subdivision Survey for parcel 1-0005- 0054 to create new parcel 324 ac
Suzanne Phillips Rackley Land	✓	5-9-19	✓	Subdivision
Eleanor Ffrench JH Miller &	✓	5-16-19	✓	out of 4-0044-0045 A Subdivision has lot of out of 3-0038-00131

BISSELL PO BOX 1068 KITTY HAWK, NC 27949 (252)261-3266	J H MILLER JR. 166 COTTONWOOD DRIVE HERTFORD, NC 27944 339-6932	PAT MCDOWELL PO BOX 391 ELIZABETH CITY, NC 27909 338-4161	GLORIA ROGERS 215 B STREET CAMDEN, NC 27921 338-1415/333-8781	SCOTT TEMPLE PO BOX 422 ELIZABETH CITY, NC 27907 330-4016
BOWMAN CONSULTING PAUL J TOTI 131 MAIN STREET GATESVILLE, NC 27938 357-1581	EUGENE JORDAN 402 SIGN PINE ROAD TYNER, NC 27980 221-4795	MCKIM & CREED 504 E ELIZABETH ST STE1 ELIZABETH CITY, NC 27909 338-2929	SAUNDERS SURVEYING 510 AVENA ROAD BLACK MOUNTAIN, NC 28711 (828)569-2777	TONY WEBB PO BOX 381 EDENTON, NC 27932 482-3066
CHARLES E BROWN, III 2005 JOHNSON ROAD ELIZABETH CITY, NC 27909 335-0928	MARK PRUDEN 148 OAK GROVE ROAD EDENTON, NC 27932 482-7804	RACKLEY SURVEYING 1015 MACEY JO COURT ELIZABETH CITY, NC 27909 (252)679-7670	S.L. CARDWELL SURVEYING 1206 FRANCIS STREET ELIZABETH CITY, NC 27907 338-6328	ROBEY 150 US HWY 158 W EAST CAMDEN, NC 27921 335-1888
TIMMONS GROUP 1805 WEST CITY DRIVE ELIZABETH CITY, NC 27909 (252)621-5030				

Board of Commissioners:
Finance Officer:

PERQUIMANS COUNTY
OFFICIAL REPORT

Date May 20, 2019

I wish to report that during the month of May 2019 I received the following funds which were duly deposited in the County's depository on the dates and in the amounts as shown:

DATE	BUILDING PERMITS #	ELECTRICAL PERMITS #	PLUMBING PERMITS #	INSULATION PERMITS #	MECHANICAL PERMITS #	MOBILE HOME #	STATE TAX	MISC	TOTAL DEPOSITED
5/1/2019		\$407	2		\$110	1			\$741
5/2/2019	\$550	\$30	1		\$110	2	\$10		\$750
5/3/2019	\$50	\$878	2	\$50					\$963
5/4/2019									\$0
5/5/2019									\$0
5/6/2019		\$40	1		\$110	2			\$305
5/7/2019	\$106	\$60	1		\$55	1			\$221
5/8/2019									\$0
5/9/2019									\$0
5/10/2019		\$532	1		\$220	3			\$887
5/11/2019									\$0
5/12/2019									\$0
5/13/2019									\$0
5/14/2019	\$842	\$30	1	\$50	\$275	4			\$1,197
5/15/2019	\$667	\$30	1	\$50			\$10		\$872
5/16/2019									\$0
5/17/2019									\$0
5/18/2019									\$0
5/19/2019									\$0
5/20/2019	\$50	\$972	6						\$1,022
5/21/2019									\$0
5/22/2019			1		\$55	1		\$185	\$280
5/23/2019									\$0
5/24/2019	\$431		3		\$110	2			\$541
5/25/2019									\$0
5/26/2019									\$0
5/27/2019									\$0
5/28/2019		\$541	2						\$541
5/29/2019									\$0
5/30/2019									\$0
5/31/2019									\$0
TOTAL	\$2,696	\$3,520	18	\$150	\$1,045	16	\$20	\$0	\$8,320

Signed: _____ Building Inspector

3 NEW SINGLE-FAMILY DWELLING
1 - DWELLING



INSPECTION DEPARTMENT

PERQUIMANS COUNTY

P.O. Box 462 • Hertford, N.C. 27944 • (252) 426-8283

Building, Plumbing, Electrical, Mechanical

May 28, 2019

As of today May 28, 2019 there will be no report for the Code Enforcement this month, due to the illness of Mr. Swanner.

Virgil will continue helping with the funds for the grant program. The funds are being forwarded to the County.

Thank You

Virgil Parrish

COMMITTEE REPORTS



PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-1875 Fax

PERQUIMANS EMS PEER REVIEW COMMITTEE MEETING AGENDA

Thursday, April 18, 2019 – 5:00PM

Call to Order

Welcome

Approval of Minutes from January 24, 2019 Meeting – Motion by Frank Heath, Second by Julie Solesbee.
Approved unanimously

Reports:

- Medical Director – Dr. Jim Wilson (no report, not present)
- County Commissioner – Wallace Nelson (no report, not present)
- County Manager – Frank Heath
 - Budget time has begun for EMS. No answers at this time, but it should be finished sometime in May.
- Rescue Squad Chief – Mark Symons (not present, Julie Solesbee reported on his behalf)
 - Drag strip has started back up again, making sure we cover these events.
- EMS Program Director – John Wilson (not present, Walter Meads reported on his behalf)
 - New EMT and AEMT classes will begin in May.
 - COA is offering the highest amount of continuing education in the state per the latest report they have received.
 - On track to start the EMS Associates Degree program on August 12, 2019. Looking to take 25 students in both initial and bridge programs, but expect they'll only be able to get the full 25 for the bridge program.
 - Discussion about the proposed OEMS rule change for requirements on EMS degrees for Paramedics being potentially pushed back to 2025, also other proposed educational requirements, including requiring program directors to have a Masters Degree.
- District Health Department Representative – Ashley Stoop
 - SNS updates are ongoing now
 - Continuing to support opioid response needs within the county
- NCOEMS Representative (no report, Rob Glover sent report to Jonathan)
 - Chief 101 class will be held at Martin Community College on May 8. Carla Godwin is POC for this class.
 - First weekend in August is the NC EMS Administrators Conference.
 - OEMS is working on a disaster medic program in the coming months.
 - Recommended to talk with Roger Kaiser for our Ambulance Strike Team reimbursement.

QA Reports

- Jonathan reported that we are going to begin following the new OEMS Performance Improvement (PI) Matrix. Multiple members of our admin team attended training on the new matrix. The Matrix has four parts, Operations, Personnel, Clinical, and Special Topics. This is our first attempt at meeting this new matrix. We'll begin using a lot more data to evaluate our system and our effectiveness, identify areas for improvement, and track that improvement.

- Operations

- EMS Calls By Protocol

- See attachments for full Calls by Protocol breakdown.
 - 215 Universal Patient Care, 64 No Protocol Used, 43 Chest pain/suspected cardiac event, 22 Extremity Trauma, and 20 Respiratory Distress are the top-5 protocol types.
 - We identified that we may need to look at calls by Impression instead of protocol, because some do not appear to be represented properly.

- EMS Calls Volume Comparison

- Call volume is down slightly from last year for the first quarter.
 - Currently 530 calls for 2019, compared to 583 in 2018

- Any Resource Issues

- Had one call on February 5th in which we experienced a mechanical issue with BAD vibrations in the front end on an EMS unit while transporting a STEMI patient to the helo pad at SAMC. This was a 4th duty call for Perquimans, so mutual aid was requested and received from Pasquotank-Camden EMS. Patient care was transferred to Pasquotank-Camden EMS who continued transport to the awaiting helo. Unit was scheduled to go to the shop and placed in Bay 4 and tagged with a note that crews could use but to be easy to due warped rotors and bad vibration when they heat up.

- Not an issue, but we were able to put the new EMS Supervisor QRV (Zone 1) in service in February 2019.

- Run Times

- Chute times

- 511 total reports
 - Zero calls over 10 minutes
 - One call over 5 minutes (3rd call – unit responding from a scheduled special event and was at the county line)
 - Average chute time: 1.2 minutes

- Enroute times

- 10 calls cancelled enroute
 - Average on scene time: 11.6 minutes

- EMD Compliance

- New format: Will review calls based on what EMS Peer Review topics for the quarter are. Are not just reviewing the calls themselves as Supervisors, but also providing the actual 911 recording for the TC as well so they can hear what their errors were for themselves.

- 55 Total Cases

- 24 High EMD Compliance – No deviations
 - 14 EMD Compliant – 7 moderate deviations, 10 minor deviations
 - 1 Partially EMD Complaint – 2 moderate deviations
 - 16 EMD Non-compliant – 16 Critical Deviations

- Discussion about what a critical deviation is. Can include failing to verify address or phone number, or failing to follow a direct prompt in the software as examples.

- EHR (old PCR) Documentation QA

- QA from SAMC and VCH was reviewed. Both facilities applauded the documentation and stated that we are doing well with painting a good picture of what we see and what we are doing. Neither expressed any clinical issues on the PCRs that they reviewed.

- Dennis asked for a copy of the protocols to be sent to SAMC to help with his chart review.

- Data Point Quality

- Looks at the number of data errors per PCR to look for trends and identify areas for improvement.

- OEMS has just transitioned away from Continuum to ESO so the data is not accessible at this time. We hope to have this info available next quarter.
- Personnel
 - EMS & EMD Personnel Credentialing
 - Medical Responders (MR) = 0
 - EMT = 7
 - AEMT = 16
 - Paramedic = 26
 - Renewals: 1 Paramedic in May, 1 Paramedic in June
 - EMD = 20
 - Discussion was generated about creating an MR class in the county to get more providers in the county who would be able to help drive and/or provide basic care until EMS arrives. Mr. Heath as well as Mr. Tilley both expressed interest in this class. Talked with Mr. Meads about whether COA could/would consider putting on a course for this. Mr. Meads thought it would be doable, and that they would commit to allowing Perquimans to host the course here so that providers would not have to leave the county for the class. Mr. Leicester to follow up with COA regarding this.
- Clinical
 - Skill Competency
 - Airway: 100% - Overall ET (Endotracheal Tube) & Supraglottic Success
 - Cardiac: 7:00 minutes - At Patient Time to 12-Lead ECG (Goal is 5:00 minutes)
 - Vascular: 63% - IV success rate
 - Trauma: 19:40 minutes – Average Scene Time for Trauma Patients (Goal is 10 minutes or less for major trauma patients. We know that this number includes all trauma calls, including those that are not major traumas which don't require a 10-minute scene time. Will be working to find a way to better capture that true number.
 - Medications(s) Complications
 - Any medication error or adverse event
 - We noted that we have only a 50% compliance with our administration of aspirin to patients in Acute Coronary Syndrome. We know that providers are not capturing the data well when EMD instructs the patient to take aspirin prior to EMS arrival. We believe our number is much better than 50%, but we aren't documenting well if we don't administer it. We are working on ways to address this and identify the way to fix it.
- Special Topics
 - Special Patient Population
 - High Utilization
 - One patient that we went to four times in the month of January, once in February, and twice in March.
 - Cancelled Calls
 - 61 total cancelled calls last quarter
 - 24 in which a patient was evaluated, no treatment/transport required
 - 7 standbys (public safety, fire, or EMS operational support provided)
 - 3 cancelled (no patient contact)
 - 9 patients treated, released (AMA)
 - 9 cancelled on scene/no patient found
 - 6 patient refused evaluation/care (without transport)
 - 3 cancelled (prior to arrival at scene)
 - High Risk Procedures

- We will examine high risk procedures like chest decompression, cardioversion, and restrained patients.
 - None of these patients for last quarter.
 - High Acuity Calls
 - In the coming months we'll be reporting more data on High Acuity Calls such as STEMI, Strokes, Trauma, Pediatrics, Sepsis. The goal is to ensure protocol compliance (including time) and address any identified issues.
 - An example for this quarter is that 100% of our stroke patients received a blood glucose check, which is a requirement.
 - Community Paramedic
 - Lots of discussion regarding Community Paramedicine and what it entails. Explained it can check on high risk discharges from the hospital, perform follow up for procedures, identify high-frequency users, and more. Explained how the program is not meant to take away from home health, but rather help provide some services to those who otherwise would not qualify for home health services. The goal is to reduce the use and burden on the EMS and health systems in rural areas by helping patients care for themselves at home rather than call EMS and/or go to the hospital all of the time.
 - Discussion included Post Overdose Response Team (PORT) and the need to help address those patients who have received Narcan in the field from EMS. We are still awaiting release of our grant funds related to this as well. We have training ready to deliver and a plan to enact this program but cannot do anything with it until we receive the funds.
 - Pilot Programs
 - Ketamine: Matt Leicester reported on one Ketamine administration that occurred in the first quarter of 2019. Given for prolonged extrication with multiple fractures following an MVC. Correct dosage was given, the patient tolerated the medication well, no side effects or unexpected reactions occurred. All paperwork received from SNGH was received and they had no concerns or issues noted with our administration. Will forward report to OEMS.
 - Special Operations
 - We've had scheduled track and training fire standbys.
 - We've had unscheduled events for multiple fires in the last quarter.
 - Will have more coming next quarter with additional trainings and exercises.
- Emergency Services Director (EMS, 911, EM) -- Jonathan Nixon

Completed Projects / Trainings / Community Preparedness Activities

- Storm Ready Press Release/Severe Weather Awareness Info
- COA Open House for Health Sciences
- Fire Department Automatic Aid Agreement Signed
- Annual BBP/HazMat Training – Perquimans Courthouse
- Completed Application for Vidant Chowan Hospital Foundation – Post-Overdose Response
- Winter Weather tips for Emergency Services Staff
- Multiple Meetings with Fire Chiefs - Updated Fire Dispatch SOG – Telecommunicator Training/Implementation
- Perquimans Head Start Fire and EMS Safety Visit
- Zone1 in Service – Assistance to Firefighters Grant
- Shores at Lands End CERT Community Outreach
- Durants Neck Fire Dept, with the assistance of Intercounty Fire Dept and Winfall Fire Dept, completed their OSFM Ratings Inspection – they should expect results in 3-4 months
- Emergency Operations Center (EOC) Operations Class
- Advertised for a Full-time AEMT to Paramedic Positions – internal posting
- Post-Overdose Response Team Grant – moving slow – hope to have final approval later this month

- Welcome Andrea Stoner – Fulltime Telecommunicator
- Welcome Cody Chappell – Fulltime Paramedic

Pending Projects / Trainings / Community Preparedness Activities

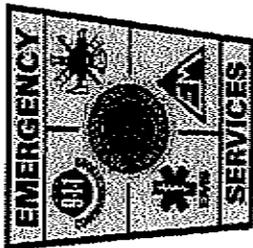
- 911 Center & Backup Center Upgrade Project
- April 29-May 1, 2019 – ICS 300 Course
- April 30, 2019 - Emergency Services Budget Presentation to BCC
- April 30, 2019 or May 2, 2019 – School Prom Drill
- May 13-14, 2019 – ICS 400 Course
- LEPC Sponsored HAZMAT Transportation Exercise at the Chowan/Perquimans County Line
 - Tabletop – May 16th – EFD – 6p-9p
 - Full Scale – May 31st – BFD – 7:30a-7:30p
- Summer 2019 – Post Overdose Response Team Training
- Fall 2019 – Grain Bin Exercise

Old Business:

- Exposure Control Plan
 - Tabled until next meeting. This is a long plan, so we felt it best to send out to the committee and have everyone review it and be prepared to vote on it next meeting.
- SOG 119 – Weapons
 - Tabled until next meeting. In final stages, but working on a way to pad the boxes to keep the weapons from moving during transit.

New Business:

- EMS System Plan Update: Section 7 – Education
 - Mr. Leicester presented a number of changes to the Education plan. These changes include a change to the frequency and hours of monthly continuing education. Proposed to move from monthly to bi-monthly con-ed, with hours being from 6p-10p instead of 7p-10p. We will also plan for monthly on-shift training. This provides 36 hours of combined training in house. We are making these changes to help promote better attendance at continuing education.
 - Also revisions for hours of refresher classes for AHA and other required certification classes. Also added element to allow the EMS Training Officer to conduct TSOP and testing for initial system entry under the authority of the medical director. We have been doing this for a while, but under the advisement of OEMS we were told it should be included in our System Plan to cover our operations.
 - Other major change includes changes to the re-credential process. Instead of requiring TSOP evaluations for re-credential, we will utilize provider performance on actual patient encounters to determine clinical competency. Required patient contacts set forth for each level to ensure adequate representation has been achieved. Mechanism for requiring TSOP is in place in case minimum contacts are not reached.
 - Motion made to approve these changes made by Frank Heath, second by Ashley Stoop
- 2019 Meeting Schedule – July 25, 2019
- Additional Comments / Concerns



PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - Hertford, NC 27944
 159 Creek Drive
 (252) 426-5646



EMS

EMS Peer Review Committee

Meeting Date *April 18, 2019*

Position	Member	Signature	Phone
Medical Director	Dr. James Wilson		757-675-9846
Physician representing Albemarle Hospital	Dr. James Wilson		757-675-9846
Physician representing Chowan Hospital	Dr. Joe Tripp		252-333-5100
County Emergency Services Director	Jonathan Nixon	<i>[Signature]</i>	252-331-9817
EMS - Rescue Squad Chief	Mark Symons		252-333-6173
EMS Program Director	John Wilson		252-333-4346
EMS Training Officer (Secretary)	Matt Leicester	<i>[Signature]</i>	252-340-2211
EMS Compliance Officer	Jim Grosjean		252-331-3758
Emergency Dept. Rep. - Albemarle Hospital	Dennis Willis	<i>[Signature]</i>	336-918-4946
Emergency Dept. Rep. - Chowan Hospital	Kaili Nixon		252-333-6024
County Representative	Todd Tilley	<i>[Signature]</i>	252-331-3787
County Representative	Elaine Grosjean	<i>[Signature]</i>	252-455-1064
County Representative	Julie Solesbee	<i>[Signature]</i>	252-312-9491
911 Communications Training Officer	Krystal Agosto	<i>[Signature]</i>	252-331-3697
Health Department Representative	Ashley Stoop	<i>[Signature]</i>	252-312-4952
County Commissioner	Wallace Nelson		252-340-9860
County Gov. Official-County Manager	Frank Heath	<i>[Signature]</i>	252-337-5013
*NC OEMS Representative(s)			
*Hospital Representatives (each hospital)			
*County Gov. Official-Chairman, Commissioners			
*Guest(s)			

As Needed (Ad Hoc) Members
 * denotes non-voting member

Updated April 2019



PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-3306 Fax

911 Communications Division Advisory Board

Thursday, April 18, 2019 – 7:00 P.M. - Perquimans Emergency Services Building

MINUTES

Welcome – Provided by Jonathan Nixon followed by the blessing by Sheriff Shelby White at 7pm.

Host – Perquimans County Sheriff's Office

Minutes from January 24, 2019 Meeting – via email.

Introductions (see sign-in sheet for attendance)

Reports:

- ❖ **Verizon Wireless** – Mary Sue MacKenzie, Philip Kurland, Todd, John Szejda spoke on services and features of the Verizon Public Safety program (presentation attached).
- ❖ **CERT Teams** – Jonathan gave a brief overview of CERT (presentation attached), introduced Jim McKeever from Deep Creek Shores CERT and encouraged fire and law enforcement to begin interacting with the local CERTs so there would be good working relationship prior to an event.
- ❖ **911 Communication Division** – Jonathan Nixon provided the following report:

911 Communications Division Advisory Board

- Purpose - The purpose of the 911 Communications Division Advisory Board is to analyze and evaluate community expectations for 911 service delivery, assess and recommend new strategies to improve public safety, identify and advocate for needed resources to achieve public safety objectives, and serve as a communication forum for public safety matters. The 911 Communications Division Advisory Board serves at the pleasure of the Perquimans County Board of Commissioners.
- Members:

<ul style="list-style-type: none"> -County Commissioner -Town of Hertford -Town of Winfall -County Manager -Emergency Services Director -911 Shift Supervisors -EMS Shift Supervisor -Emergency Management -Emergency Services PIO -Fire Marshal 	<ul style="list-style-type: none"> -GIS Mapping -Law Enforcement <ul style="list-style-type: none"> *Sheriff's Office *Hertford PD *Winfall PD -Volunteer Rescue Squad -Fire Service <ul style="list-style-type: none"> *Fire Chief's Association *Bethel Fire Dept
--	--

*Belvidere Fire Dept
*NC Forestry

- Meeting Schedule - The 911 Communications Division Board meets on the 4th Thursday in the months of January, April, July and October, unless rescheduled.
- Oversight - The Emergency Services Director is tasked with organizing and conducting the quarterly meetings to include producing an agenda and meeting minutes for each meeting. Meeting correspondence is relayed via email to members.

EQUIPMENT

- Lighting system repairs at Winfall Tower
- Mobile Communications monthly preventative radio maintenance
- EMS Supervisor Completing Daily Radio Test with Perquimans
- IT Contract transition to Shoshin Technologies
- Back-Up 911 Center Update
 - Funding Reconsideration approved February 22, 2019
 - MDIS Licensing \$53,975.00
 - PSAware \$ 5,750.00
 - Pro-QA, AQUA, MPDS \$ 6,490.00
 - CAD Workstations (6) \$10,728.38
 - Furniture in Chowan \$36,517.45
 - Furniture in Perquimans \$34,416.15
 - CAD Servers \$100,093.80

PASP PEER REVIEW – JULY 16, 2019

GIS Mapping- Rhonda Money - Absent.

Law Enforcement

- ❖ Sheriff's Office – Implementing Nexus/Lexus program.
- ❖ Hertford PD – No report. Wished Telecommunicators a “Happy TC Week.,,
- ❖ Winfall PD – Absent.
- ❖ NC Wildlife – Absent.

Volunteer Rescue Squad

- Mark Symons – Absent.

Fire Departments

- Chief's Association – AFA Ball – February 2nd. 40 Tickets left. AFA School @ COA – February 22nd – 25th.
- Bethel Fire Dept – Absent. BBQ Dinner – April 6th.
- Belvidere Fire Dept – BBQ Chicken Plates – February 16th.
- Durants Neck Fire Dept – Fire Inspection – April 1st – 2nd. Went well, will be approximately 90-120 days before report is issued.
- Hertford Fire Dept – No report.
- Inter-County Fire Dept – No report.
- Winfall Fire Dept – No report.
- NC Forestry – Hiring a
- ❖ Town of Hertford – No Report.
- ❖ Town of Winfall – Absent.
- ❖ County Commissioner – Absent.
- ❖ County Manager – Budget.

❖ Emergency Services Director -- Jonathan Nixon provided the following report:

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Old Business: -First Responder Narcan Program

New Business: -1st Quarter 2019 Report by Agency (via email)
 -Texting Update – Agency Rosters Distributed
 -Additional Comments / Concerns
 -Host for July 25, 2019 – Perquimans County Emergency Services

Meeting Schedule: July 25, 2019, October 24, 2019

Adjournment

Respectfully Submitted – Krystal Agosto, Shift Supervisor & Jonathan Nixon, Emergency Services Director

SourceAmerica



SKILLS, INC.

307 COMMERCE DRIVE
ELIZABETH CITY, NC 27909
voice: 252-333-3755 fax: 252-333-3754
skillsinc@embarqmail.com

PROGRAM REPORT and information to:

PERQUIMANS COUNTY

Frank Heath, County Manager
Mary Hunnicutt, County Clerk
Tracy Mathews, Finance Officer

YOUR COMMUNITY REHABILITATION PROGRAM
Serving you since 1982

SKILLS, INC.

Community Rehabilitation Program
serving you since 1982

voice: 252-333-3755

307 Commerce Drive
Elizabeth City, NC 27909

skillsinc@embarqmail.com

fax: 252-333-3754

May 22, 2019

Mr. Wallace Nelson, Chairman
Perquimans County Board of Commissioners

Dear Mr. Nelson,

Skills, Inc., your non-profit community rehabilitation program, has been serving your disabled population, employers, and purchasers of products and services for 37 years. We request consideration for funding for FY2019-20 for the amount of \$500; any contribution will be gratefully accepted.

Thirty-five clients have been placed in competitive employment from April 1, 2018 to March 31, 2019; Skills hired 16 (59%) of those for our various custodial contracts.

Not only do we place our clients in competitive employment in the community, as our business expands, we also provide them with job opportunities. We are the area's largest employer of the disabled. Skills is a much needed service available to your current residents as well as those thinking of moving into the community who need this program.

If you know of someone who could benefit from our services in your area, please contact us or a referring agency. Please direct any product/custodial needs directly to Skills.

We appreciate your role in helping us to make a positive impact in this community. You and the Commissioners have a standing invitation to visit the CRP at any time. If you would like additional information or a presentation, please don't hesitate to call or contact us via e-mail.

Yours truly,



Kirk S. DeVine, Executive Director

cc: Commissioners; County Manager, County Clerk, Finance Officer

THANKS TO THE EMPLOYERS!

HIRING FOR

ABILITY

April 1, 2018
to
March 31, 2019

from

SKILLS, INC.

Clients placed in competitive employment from Skills to:

EMPLOYMENT SITES

AREA: PASQUOTANK COUNTY/
ELIZABETH CITY RESIDENTS HIRED
AT:

SKILLS, INC. hired 8 (for our USCG contract site)

SKILLS, INC. hired 2 (for our Corinth Baptist Church contract site)

SKILLS, INC. hired 1 (for our Albemarle Food Bank/Hugh Cale contract site)

SKILLS, INC. hired 2 (for our Inter-County Transportation contract site)

SKILLS, INC. hired 1 (for our Hockmeyer contract site)

SKILLS, INC. hired 1 (for our USCG Transformation Warehouse contract site)

BURGER KING

DUCK THRU

EAST CAROLINA HOME CARE

IHOP (hired 3)

BUILDER'S DISCOUNT

MCDONALD'S

PHASE 11 CONSIGNMENT

COLONY TIRE (Edenton)

ELIZABETH CITY HEALTH & REHABILITATION

WALMART

CHOWAN COUNTY/EDENTON:
SKILLS, INC. hired 1 (for our Town of Edenton contract site)

CAMDEN COUNTY:
BURGER KING (Elizabeth City)
HARDEE'S

GATES COUNTY:
TACO BELL (Suffolk)
ACCORDIUS
WENDY'S (Suffolk)

PERQUIMANS COUNTY
TACO BELL (Pasquotank)
MCDONALD'S

Ask how you may obtain
OJT wage benefits
or WOTC tax credit to
benefit your business !

35 clients served placed
into competitive
employment (avg. wage
\$8.69)

