

**AGENDA**  
*All items are for discussion and possible action.*  
**Perquimans County Board of Commissioners**  
**Commissioners' Room - Courthouse Annex Building**  
**July 1, 2019**  
**6:50 p.m.**

**I. Call to Order**

**II. Prayer & Pledge**

**III. Public Hearing**

- A. Perquimans County Ordinance Regulating Ambulance Services & the Granting of Ambulance Service Franchises ..... 6:50 p.m.**
- *To receive citizens' comments to consider the proposed Perquimans County Ordinance Regulating Ambulance Service and the Granting of Ambulance Services Franchises.*

**IV. Approval of Agenda**

**V. 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:** June 3, 2019 Regular Meeting, June 17, 2019 Special Called Meeting Minutes, & June 17, 2019 Work Session Minutes (cancelled)
- B. Tax Refund & Release Approvals**
- C. Personnel Matters**
  - 1. Appointment: Water Tech I
  - 2. Appointment: Administrative Assistant – Building Inspections
  - 3. Appointment: Tax Clerk – DMV
  - 4. Extended Military Leave: Planner
  - 5. Resignation: IMC II
  - 6. Removed from Roster: Part-Time/Fill-In EMT
  - 7. Resignation: IMC II
  - 8. Resignation: Certified Telecommunicator Fill-In
  - 9. Resignation: Code Enforcement Officer
  - 10. Amend Salary Classifications
  - 11. Position Reclassification: 911 Shift Supervisor – Training Officer
  - 12. Appointment/New Position: PIO/Grants Manager/AEMT
- D. Step/Merit Increases**
  - 1. Department Heads (1)
  - 2. Social Services (3)
  - 3. EMS (1)
  - 4. Register of Deeds (1)
  - 5. Tax (1)
- E. Annual Contracts**
  - 1. Senior Nutrition Contract
  - 2. Drainage Management Contract
  - 3. Economic Development Consultant Contract
- F. Resolutions – Honoring Dr. Maria Trent**

**VI. Presentations & Introduction of New Employees/Staff**

- A. Presentation of Plaques**
  - 1. Building Inspections
- B. Introduction of New Employees/Staff**
  - 1. Forest Ranger
  - 2. Emergency Medical Services

**ACTION  
TAKEN  
LATER**

**ACTION  
REQUIRED**

**NO  
ACTION  
REQUIRED**

- VII. Scheduled Appointments**

  - A. James Cofield, 2020 Census 7:00 p.m.
  - B. Bill Jennings, Tax Administrator 7:10 p.m.
  - C. Susan Chaney, Social Services Director 7:15 p.m.
  - D. 7:20 p.m.
- VIII. Commissioner's Concerns/Committee Reports**

  - A.
  - B.
  - C.
- IX. Old Business**

  - A. Updates from County Manager
  - B. Resolution Authorizing Exchange of Property
- X. New Business**

  - A. Perquimans County Ordinance Regulating Ambulance Services & the Granting of Ambulance Service Franchises
  - B. NCACC Voting Delegate
  - C.
  - D.
  - E.
- XI. Unscheduled Appointments/Public Comments**  
*(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.)*

  - A.
  - B.
  - C.
- XIII. Adjournment**

NO ACTION REQUIRED

ACTION REQUIRED

NO ACTION REQUIRED

**FOR INFORMATION ONLY:**

- > Thank You Note from Ms. Cullins
- > Pasquotank County Resolution Supporting the Harbor Town Project

**DEPARTMENT HEAD REPORT:**

- > Plat Log
- > Sheriff's Report – May, 2019

**COMMITTEE WRITTEN REPORTS:**

**NOTES FROM THE COUNTY MANAGER**

July 1, 2019

6:50 p.m.

- III.A. **Enclosures:** Public Hearing is being held regarding the following matter:
  - A. **Perquimans County Ordinance Regulating Ambulance Services & the Granting of Ambulance Service Franchises** .....6:50 p.m.
    - *To receive citizens' comments to consider the proposed Perquimans County Ordinance Regulating Ambulance Service and the Granting of Ambulance Services Franchises.*
- V. **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.*
- VI. **Enclosures.** The Chairman will make these presentations & department heads will introduce the following employees/staff.
  - A. **Presentation of Plaques:** The Chairman will present a retirement plaque to Debbie Proctor who is retiring after 29 years in the Building Inspections Office.
  - B. **Introduction of Employee:**
    - **John Caddy:** Mr. Caddy will introduce Jared Tardiff, Pasquotank/Perquimans County Ranger, who was appointed effective June 17, 2019.
    - **Jonathan Nixon:** Mr. Nixon, Emergency Services Director, will introduce Alyssa Walters who was promoted to a Full-Time AEMT effective June 1, 2019
- VII.A. **Enclosures:** James Cofield, a North Carolina Complete Count Commission, will present a PowerPoint Presentation on the upcoming 2020 Census. A copy of his presentation is included in your packet.
- VII.B. **Enclosure.** Bill Jennings, Tax Supervisor, will present his monthly report.
- VII.C. Susan Chaney, Social Services Director, will present her monthly report.
- IX.A. County Manager Heath will present several updates to the Board.
- IX.B. **Enclosure.** Last month, County Attorney High explained the request from NC Department of Transportation (NCDOT) to transfer property located on Wiggins Road. Mr. High has provided a copy of the Resolution authorizing this transfer. A Public Hearing will be held in August with action being made in August. This is for information purposes only.
- X.B. **Enclosure.** The NCACC Annual Conference is being held on August 22-24, 2019 in Guilford County, NC. At this time, Wallace Nelson, Charles Woodard, and Joseph Hoffer have signed up to attend the Conference. The Board will need to appoint a Voting Delegate. Board action is being requested.

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**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 – June 3, 2019 Regular Meeting, June 17, 2019 Special Called Meeting & June 17, Work Session Minutes (cancelled).
- B. **Enclosure:** Tax Refunds/Releases – see attached list
- C. **Enclosures:** Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Robert Smith	Water Technician I	Appointment	58/1	\$24,447	07/01/2019
Sharon Cooper	Administrative Assistant- Inspections	Transfer	61/1	\$27,900	07/01/2019
Amy Ward	Tax Clerk – DMV	Appointment	58/3	\$25,671	07/01/2019
Sam Barrow	Planner	Extended Military Leave	Extended – 400 days		06/21/2019
Janice Thornton	IMC II	Resignation			06/20/2019
Ashley Weatherford	PT/FI EMT	Removed from Roster			06/11/2019
Alice Copeland	IMC II	Resignation			06/28/2019
Darlene Lind	PT/FI Certified Telecommunicator	Resignation			06/06/2019
Ernie Swanner	Code Enforcement Officer	Resignation			06/30/2019
Add 2 positions below	Amend Salary Classifications	Amendment			07/01/2019
Krystal Agosto	911 Communications Shift Supervisor II / Training Officer	Position Reclassification	68/6	\$42,905	07/01/2019
Julie Solesbee	PIO/Grants Manager/AEMT	Appointment/New Position	67/6	\$41,055	07/01/2019

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

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Jonathan A. Nixon	Emergency Services Director	76/17	\$79,776	07/01/2019
Joanne Avery	IMC II	63/4	\$32,790	07/01/2019
Krystal Dozier-Bass	Public Information Assistant IV	59/5	\$28,167	07/01/2019
Deanne Smith	IMC II	63/1	\$30,466	07/01/2019
Caitlyn Colson	EMS Shift Supervisor (Paramedic)	70/5	\$45,712	07/01/2019
Donna Phelps	Assistant Register of Deeds	60/9	\$32,453	07/01/2019
Rebecca Murray	Tax Clerk -Business Personal Property	61/3	\$29,294	07/01/2019

- E. **Enclosures.** The Board will need to take action on the following annual contracts:

1. **Senior Nutrition Contract:** This contract is between Perquimans County and Albertarle Commission to handle the Senior Nutrition Program at the Senior Center. The costs will be \$10,749.24 for 999 hours.
2. **Water Management Contract:** This contract is between Perquimans County and Dwane Hinson to consult on the water management needs associated with Perquimans County. A copy of the contract is included in your Agenda Packet. The costs will be \$30/hour and \$53.5 cents per mile. As you will note, the terms indicate that the contract can be renewed every year. Board action will be needed to renew the contract for FY 2019-20.
3. **Economic Development Consultant Contract:** Dave Goss has been our Economic Development Consultant since June, 2006. Per his enclosed letter, he feels that this is time for him to step aside. He will be willing to work on a month-to-month basis. Board direction is requested.

- F. **Resolution:** The Board will need to take action on the enclosed Resolution.

1. **Dr. Maria Trent:** Dr. Trent, native of Perquimans County, is being honored at the Perquimans County Independent celebration this year. This Resolution recognizes for her service to her patients, her County, and to her advancements in the field of adolescent medicine. Board action is being requested.



**PERQUIMANS COUNTY  
BOARD OF COMMISSIONERS**

MARY P. HUNNICUTY  
CLERK TO BOARD  
W. FRANK HEATH, III  
COUNTY MANAGER

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

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# PUBLIC NOTICE

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The Perquimans County Board of County Commissioners will hold a Public Hearing on Monday, July 1, 2019 at 6:50 PM in the Commissioners' Meeting Room on the 1<sup>st</sup> floor of the Perquimans County Courthouse Annex Building located at 110 North Church Street, Hertford, to receive comments on the proposed Ambulance Ordinance. A copy of the proposed Ambulance Ordinance may be obtained from the County Manager's Office located at 128 N. Church Street, Hertford, North Carolina or contact (252) 426-8484.

*Frank Heath*

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Frank Heath, County Manager

Perquimans Weekly: Run as block advertisement on June 19, 2019  
Acct. #: 1134

DRAFT ORDINANCE NO. 100

AN ORDINANCE OF PERQUIMANS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NORTH CAROLINA, AMENDING, ADDING AND REPEALING SECTIONS OF THE PERQUIMANS COUNTY PERQUIMANS COUNTY AMBULANCE SERVICE FRANCHISE ORDINANCE AS ADOPTED BY ORDINANCE NO. 27; THIS ORDINANCE REPLACES ORDINANCE NO. 27; PROVIDES FOR SEVERABILITY; AND PROVIDES FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA THAT:

Section 1. Perquimans County Ordinance No. 27 (Perquimans County Ambulance Service Franchise Ordinance) is hereby replaced by Ordinance No. 100 and is attached hereto as Exhibits A & B, and incorporated herein by reference, in its stead;

Section 2. Severance Clause. It is the intent of the Board of County Commissioners of Perquimans County, North Carolina, and it is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance; and

Section 3. Effective Date. This Ordinance shall take effect upon its passage and enactment. This Ordinance shall be recorded in a book kept and maintained by the Clerk of the Board of County Commissioners of Perquimans County, North Carolina.

PASSED AND ENACTED by the Board of County Commissioners of Perquimans County, North Carolina, this 1<sup>st</sup> day of July, 2019.

BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

ATTEST:

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

Effective Date: \_\_\_\_\_

EXHIBIT A

**PERQUIMANS COUNTY ORDINANCE REGULATING  
AMBULANCE SERVICE AND THE GRANTING  
OF AMBULANCE SERVICE FRANCHISES  
ORDINANCE NO. 100**

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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. Changes in Ownership of Franchisee. Any changes of ownership in franchisee shall automatically terminate the franchise and shall require a new application.

Section 20. 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 21. 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 22. 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 23. 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 234. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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.

WITNESS my hand and the official seal of Perquimans County, this the 1<sup>st</sup> day of July, 2019.

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

ATTEST:

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

EXHIBIT B

**PERQUIMANS COUNTY ORDINANCE REGULATING  
AMBULANCE SERVICE AND THE GRANTING  
OF AMBULANCE SERVICE FRANCHISES  
ORDINANCE NO. 100**

2019-2020 FEE STRUCTURE

Application Review Fee (Section 6)	\$5,000
Paramedic Intercept Fee (Section 10a)	\$100 per occurrence
Annual Ongoing Franchise Fee Franchisee's	10% of Gross Revenues derived from the Perquimans County Operations
Annual Renewal Fee	\$2,500

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REGULAR MEETING

June 3, 2019

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, June 3, 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  
Joseph W. Hoffer  
Alan Lennon  
Fondelia A. Leigh, Vice Chair  
T. Kyle Jones  
Charles Woodard

MEMBERS ABSENT: None

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

The meeting was called to order by Chairman Nelson. Commissioner Lennon 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 Alan Lennon. The Board voted unanimously to approve the Agenda, as amended.

CONSENT AGENDA

Commissioner Jones requested that Items IV.E.2-4 be removed from the Consent Agenda and added to New Business. He then made a motion approving the Consent Agenda with the above items removed. The motion was seconded by Alan Lennon and unanimously approved by the Board.

1. Approval of Minutes: May 6, 2019 Regular Meeting & May 29, 2019 Work Session Minutes along with other Budget Work Sessions in May
2. Tax Release Approval:

PERQUIMANS COUNTY TAX RELEASE:

Buxley, Sr., Steven Leonard \_\_\_\_\_ \$120.43  
Plate #YA150616; 2018 Ram Truck, VIN #3C63RRK1JG330614, registered in another state (Indiana) - release 10 months. Account Number 0046690256.

3. Personnel Matters:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Brian Gregory	Part-Time Deputy	Reclassification	65/3	\$16,478/yr.	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	\$16,399/yr.	06/01/2019
Jared Turner	Part-Time AEMT	Appointment	66/1	\$16,399/yr.	06/01/2019
Sarah Patterson	PT/FT Noncertified Telecommunicator	Resignation			05/07/2019
Brenda Jackson	Part-Time Housekeeper - Recreation	Retirement			05/31/2019

4. Step/Merit 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
Sherry Schrodl	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 Gramby	Tax Clerk - Collections	58/3	25,168	06/01/2019

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

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Layden, Douglas	Local Library Board	Reappointment	4 yrs.	07/01/2019
Holman, Lillian	Senior Tarheel Regional Advisory Board	Reappointment	1 yr.	07/01/2019
Woodard, Charles	Social Services Board (as long as Commissioner)	Reappointment	3 yrs.	07/01/2019

6. Juvenile Crime Prevention Documentation: The following documentation was unanimously approved by the Board to receive FY 2019-20 funding:

- a. Certification for FY 2019-20: This is to certify the funding through JCPC for FY 2019-20.

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? \_\_\_\_\_ YES
- 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 until school starts; 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? \_\_\_\_\_ YES
- B. Bylaws are  attached or  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  attached or  on file. (Select one.)  
 F. Does the JCPC have officers and are they elected annually?  
 JCPC has:  Chair;  Vice-Chair;  Secretary;  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 meeting 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 \_\_\_\_\_
- STANDARD #5 - Public Awareness**
- A. Does the JCPC communicate the availability of funds to all public and private nonprofit 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, 2018.

**JCPC Administrative Funds  
SOURCES OF REVENUE**

DPS JCPC <small>Only list requested funds for JCPC Administrative Budget.</small>	_____ 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

b. Inter-Agency Council Appointment for FY 2019-20: This is to certify the Inter-Agency Council Members for FY 2018-19.

Instructions: N.C.G.S. § 14313-846 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 (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	James Bunch	Assistant 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	Tracy Webster	SOC Coordinator	<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	Lipfill	<input type="checkbox"/>	b	f
10) Member of Faith Community	Wonder Lewis	Pastor	<input type="checkbox"/>	b	f
11) County Commissioner	Kyle Jones	Commissioner & Ass't DA	<input type="checkbox"/>	w	m
12) Two persons under age 18 (State Youth Council Representative, if available)	tbd		<input type="checkbox"/>		
13) Juvenile Defense Attorney	n/a		<input type="checkbox"/>		
14) Chief District Judge or designee	Hon. Meador Harris	District Court Judge	<input type="checkbox"/>	w	m
15) Member of Business Community			<input type="checkbox"/>		
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"/>		
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	Marketta 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

**PRESENTATIONS & INTRODUCTION OF NEW EMPLOYEES/STAFF**

The following presentations were made:

- Eugene Knight**: County Manager Heath presented a plaque to Eugene Knight who retired on June 1, 2019 after 30 years of service in the Water Department.
- Paula Cartwright**: Susan Chaney, Social Services Director, presented a plaque to Paula Cartwright who retired on April 1, 2019 after 22 years of service with the Department of Social Services.

3. Risha Griffin: County Manager Heath presented a plaque from Perquimans County to Risha Griffin who retired on April 30, 2019 from NC Cooperative Extension after 29 years of service. Afterwards, Jewel Winslow, Extension Director, presented several items from NC Cooperative Extension. Mr. Heath thanked Risha's husband for coming and also expressed how much the County missed his brother, Clayton Griffin, who served the County well before he passed away several years ago.

The following employee/intern was introduced to the Board:

1. Caleb Richardson: Jewel Winslow introduced Caleb Richardson who will be an Intern in Cooperative Extension this summer. Mr. Richardson made several comments.
2. Patricia Serino: Susan Chaney introduced Patricia Serino who was appointed IMC I working toward IMC II on June 3, 2019. Ms. Serino made a few comments.

Chairman Nelson thanked them for their service to Perquimans County and welcomed the new employee/intern to the County.

#### BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report.

#### SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney presented her monthly report.

#### PRESENTATION OF FY 2019-2020 BUDGET

County Manager Heath presented the following FY 2019-2020 Budget Message:

June 3, 2019

To: The Honorable Chair, Board of Commissioners, and taxpayers of Perquimans County

I respectfully submit the proposed budget for Perquimans County for the Fiscal Year 2019-2020. The budget has been prepared in accordance with the North Carolina Local Government Budget and Fiscal Control Act. The budget identifies the estimated revenues and expenditures for the Fiscal Year 2019-2020.

##### Proposed Tax Rate

As in years past, the County's budget process calls for department heads and other agencies to submit budget requests to the County Manager. In total, the requests amounted to approximately \$21.9 million. That's over \$6 million dollars more than anticipated revenues for the upcoming fiscal year. The tax rate would have to be 47 cents higher to fully fund all requests of Perquimans County for the next year.

Total taxable value increased from \$1,320,487,304 to \$1,329,941,994, or 0.7%. An additional \$194,884,096 in value was added due to the Desert Wind project. After third year depreciation and the grant agreement with the County, the net gain in value would be \$77,953,559, or five percent of the County's total tax value. I have estimated an additional \$459,926 in revenue for FY 19-20 as a result. We have experienced gains primarily in ad valorem and sales tax revenues, and Inspections and Register of Deeds fees. However, for the past 10 years, our total tax base growth has averaged around 1% per year. This is well below the 5 to 9% growth we were experiencing before the real estate market crash of 2008. In addition, Perquimans County has invested heavily in school spending, emergency services and public safety expenditures since fiscal year 2016. For example, school local current expense allocations have increased by \$25,000 annually during that time frame. Both the Sheriff's Department and EMS budgets have increased by over \$200,000 each since fiscal year 2016. These investments have been necessary and important, and have bolstered our County services to the benefit of our citizens, namely our children, our seniors and our visitors. Because of the positive financial condition of the County, we were able to finance many of these improvements using fund balances, saved over the previous several years. Of note, however, is that I project that we're going to use \$732,682 of the budgeted fund balance appropriation from last fiscal year of \$990,000. After using the \$732,682 out of fund balance to balance the budget, we will have an estimated 23.4% fund balance remaining. To begin to stabilize the effects of our reliance on fund balance in previous budgets, I am recommending a two-cent rate increase for fiscal year 19-20 to 59 cents per hundred dollars of value. I am also recommending using \$597,943 out of fund balance for FY 19-20 budget. This will leave us around 20% for a fund balance going in to FY 20-21, which is as low as I would recommend that the Board go, as a fund balance of this amount will still enable the County to respond to emergency situations that may arise.

When compared to other Counties in the region, Perquimans' tax rate will remain among the lowest in eastern North Carolina:

Perquimans -	59 cents per hundred
Gates-	76 cents per hundred
Camden-	74 cents per hundred
Chowan-	74.5 cents per hundred
Pasquotank -	77 cents per hundred

While the tax rate is well below others in the region, this budget still provides adequate funding for services that we have historically provided, enhances some services, and provides benefits for the County employees.

##### General Fund Balance Summary

The General Fund budget is \$16,060,572 for 2019-2020, up \$132,597 from the current year's amended budget of \$15,927,975.

##### General Fund Revenues

Property taxes account for the vast majority of general fund revenues, and I've already mentioned the conditions as it relates to real property taxation.

Sales tax revenues are the second largest source of County general fund revenues. Based on collections from this fiscal year, sales tax revenues are projected to increase by a total of \$57,417 compared to last year's budgeted amount, for a total of \$1,707,417.

An additional \$397,008 is forecast to be added to Perquimans' sales tax allocation to reflect the additional services taxed by the General Assembly in 2016. In addition to sales tax revenues, there are three other important sources of revenue that provide insight to the strength of the local county economy. They are Building Inspection Fees, Register of Deeds Fees, and Land Transfer Tax Revenues. While sales taxes reflect retail sales, these other revenues are construction and real estate based. Expected Land Transfer Tax revenues in FY 2019-20 are \$380,000, \$30,000 more than last year. Building Inspection Fees and Register of Deeds Fee revenues increased steadily, projected at \$270,000 combined, reflecting a \$40,000 increase in revenue for these two fees for FY 2019-2020. The fact that these fees have increased shows that the real estate market is a little stronger, and so property tax base growth may be a little higher next year. A continuing revenue for this budget year will be a projected \$340,670 Medicaid hold-harmless allocation from the State.

##### General Fund Expenses

Most of the departmental operating budgets remain nearly static compared to the current budget year. By way of comparison, the five largest General Fund expenses by department or agency are as follows:

<u>Department/Agency</u>	<u>Proposed FY 19-20 Funding</u>	<u>% of Total GF Budget</u>
Perquimans County Schools	\$4,211,603	26%
Social Services	\$2,471,440	15%
Emergency Medical Services	\$1,599,600	10%
Sheriff Department	\$1,342,551	8%
Public Buildings and Grounds	\$773,196	5%

##### School Funding

As presented by the Board of Education and school staff earlier this spring, the Perquimans County School System has requested \$3,278,386 for school current expense, an increase of \$378,386 over last year's County appropriation of \$2,900,000. This represents a 13% requested increase from the previous fiscal year.

The proposed FY 2019-20 County budget maintains the local current expense budget at \$2,900,000. This continues a significant commitment by the County Board of Commissioners to fund instructional services, support services, athletics, maintenance and utilities. The school capital outlay budget maintains at \$475,000. This capital allocation will allow for the continuation of the LED technology initiative, as well as other capital outlay items presented by the school staff. The County continues to absorb most of the costs associated with providing School Resource Officers at all four schools, which represents at least another \$125,000 per year in costs for salary, transportation, and outfiting.

#### Building and Facility Initiative/Capital Outlay

Perquimans County will engage in several new facility projects in FY 2019-20. Highlights include new LED lights at the Perquimans Recreation Center, additional parking areas and security cameras at the Senior Center, and technology improvements to the Perquimans County Courthouse. Also included are funds for an architect to provide design services for the 2<sup>nd</sup> phase of the Perquimans County Recreation Center.

Capital outlay items include new voting equipment for the Board of Elections as required by State law, completion of the tax/finance software system, two sheriff's department trucks, additional electronic door access for County facilities, re-use of a generator to be deployed at the Recreation Center in case it ever needs to be used as a shelter, a new software package for the Inspections department, a 12-lead defibrillator for EMS, six 800 mhz radios for EMS, a powered stretcher cot for EMS and bleachers for the Winfall ballfield for the Recreation Department.

#### Personnel

The proposed FY 2019-20 budget contains a 2 percent cost of living adjustment for County employees, and maintains merit and salary step increases for those employees who qualify. Also included is a 1% 401k match for employees.

Perquimans County participates in the State Health plan, and health insurance rates are projected to increase to \$592 per employee per month. The rate of \$592 monthly includes a projected 3% increase in rates and \$25 per month per employee that the State charges employees for the base 7030 plan.

Retiree health coverage is becoming an increasing burden on the County. With the addition of several new retirees and the increase in costs, we are expecting that the total costs in FY 19-20 will exceed \$185,000, up \$15,000 from last year.

The North Carolina Local Government Employees Retirement System employees' contributions will increase to 9.05% from 7.84% for FY 19-20.

This budget includes a part-time fire marshal, a much needed position that the County has had unfilled for many years. It also includes the addition of a part-time Sheriff's deputy.

\$20,000 has been allocated to the Tourism Development Authority to continue to fund our full-time tourism director, in coordination with the Town of Winfall. The Town of Hertford has indicated that they will not contribute to the Director's salary for the next fiscal year.

#### Other Noteworthy Items

- Funding for the County Fire Departments increases to \$75,000 each, up from \$72,500 for each department last year.
- Funding for the Perquimans County Library increases to \$187,500.
- \$25,000 for code enforcement/house removal.
- Albemarle District Jail remains a considerable expenditure, at \$726,186.

#### Water Fund

Perquimans continues to make significant investment in its overall ability to provide water to its customers. However, our infrastructure is over 30 years old in some places. This means that the County makes ongoing repairs to the lines in the system as needed throughout the year. Perquimans continues to purchase 150,000 gallons of reverse osmosis water from Pasquotank County that services customers on the Winfall plant side. The bulk water rate that Pasquotank County charges is expected to remain \$6.00 per thousand gallons. We completed a significant well site improvement on the Bethel plant side in 2019. We will also allocate \$100,000 for the replacement of aging water meters throughout our system. The total water fund budget for the Fiscal Year 2019-20 is \$2,649,462. The water rates for Perquimans County will remain unchanged for the upcoming fiscal year.

#### Solid Waste Fund

The proposed solid waste fee for FY 19-20 is \$140, no increase from last fiscal year. This fee covers the cost of operating the five Convenience Site locations, the County's portion of the Perquimans-Chowan-Gates Transfer Station operating cost, and the tipping fee for the County's solid waste at the private landfill in Bertie County. We've made significant capital improvements to our sites, including paving and additional compactors. The total solid waste fund budget is projected at \$974,109.

#### Conclusion

As indicated earlier, this budget maintains significant spending for schools, public safety and emergency services. We have covered increased health care costs for County employees and retirees, maintained merit and step increases for those who qualify, included a 2 percent cost of living adjustment and a 1% 401k match for those employees who qualify. We have increased funding for new elections equipment as required by the State, increased funding for our volunteer fire departments, and added additional amenities at our Senior Center. We have added a part-time fire marshal and a part time sheriff's deputy. The state of County financial and administrative affairs continues to be sound.

I'd like to thank the Department Heads for their stewardship in this budget process and their consideration of the marginal increase in County revenues. I would also like to thank the Board of Commissioners for your involvement in the budget process and for making difficult, but important decisions on behalf of the citizens of Perquimans County. Finally, I'd like to thank County staff: Tracy Matthews- Finance Officer, Mary Hunicutt- Clerk to the Board, and Bill Jennings- Tax Administrator, for their assistance and guidance in this process.

I thank each of you for your consideration of this proposal and welcome any changes the Board deems appropriate.

At the request of the Chairman and Board of Commissioners, a public hearing has been scheduled for Monday, June 17, 2019, at 7:00 p.m. in the Commissioners' Room of the Courthouse Annex for public comment and to consider adoption of the budget.

Submitted by:

W. Frank Heath, III  
County Manager/Budget Officer

### COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

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

- > **Commissioner Lennon:** Mr. Lennon expressed his concerns about the Tourism Development Authority (TDA) membership. He would like the Board to consider adding two (2) more representatives. Commissioner Hoffer asked Mr. Lennon if the Town of Hertford dropping out of the membership affect our funding and if they provided a valid reason for dropping out. Mr. Lennon answered no to both questions. Commissioner Jones recommended that we place it on the Work Session in July depending on the items we have on the Agenda. Chairman Nelson suggested adding it to the June Agenda.
- > **Chairman Nelson:** Mr. Nelson said that a copy of a Resolution to support Healthcare in Eastern North Carolina was included in the Agenda Packet tonight. Chairman Nelson read the Resolution. Because he works for Vidant Health System, he requested that he be recused from voting on this matter. On motion made by T. Kyle Jones, seconded by Joseph W. Hoffer, the Board unanimously approved to accept Mr. Nelson's request to be recused from this matter. At this point, Chairman Nelson turned the meeting over to Vice Chair Leigh. After some discussion on the subject, T. Kyle Jones, made a motion to adopt the following Resolution which was seconded by Charles Woodard and approved by the Board with Chairman Nelson being recused:

**RESOLUTION IN SUPPORT OF HEALTHCARE FOR EASTERN  
NORTH CAROLINA AND FUNDING FOR VIDANT HEALTH**

WHEREAS, the Mission of Vidant Health is to improve the health and well-being of eastern North Carolina through becoming the national model for rural health and wellness by creating a premier, trusted health care delivery and education system supporting the region.

WHEREAS, the people of Perquimans County and eastern North Carolina have benefited tremendously from the healthcare system provided by Vidant Health in partnership with the Brody School of Medicine at East Carolina University; and

WHEREAS, Vidant Health encompasses Vidant Medical Center in Pitt County, as well as community hospitals in Beaufort, Bertie, Chowan, Dare, Duplin, Edgecombe, and Hertford Counties, and in addition Vidant physician practices throughout eastern North Carolina. These partners join together to fulfill the Mission of Vidant Health, and

WHEREAS, the proposed budget by the North Carolina Senate cuts Vidant Medical Center's Medicaid Reimbursement by approximately \$35 million beginning July 1, 2019; and

WHEREAS, this would be in addition to the \$38 million annual cut to Vidant resulting from changes to the State Health Plan taking effect on January 1, 2020; and

WHEREAS, together, this \$73 million cut equates to about three percent of the annual operating budget, which is more than Vidant's operating margin for FY 2018. These cuts will eliminate 100% of the system's bottom line; and

WHEREAS, Vidant Health remains and will continue to serve as the primary affiliated teaching hospital for the Brody School of Medicine at East Carolina University.

NOW THEREFORE BE IT RESOLVED, that the Perquimans County Board of Commissioners urges the North Carolina General Assembly to keep in place funding necessary for maintaining access to high quality healthcare for all people in eastern North Carolina; and

BE IT FURTHER RESOLVED, the Perquimans County Board of Commissioners are concerned about the proposed cuts to funding for Vidant Health as the teaching hospital for the Brody School of Medicine at East Carolina University; and

BE IT FURTHER RESOLVED, the Perquimans County Board of Commissioners are concerned with the difficulty the parties involved appear to be having finding a resolution of these fiscal matters, potentially threatening the access to high quality healthcare for all people in eastern North Carolina, especially the rural areas; and

BE IT FURTHER RESOLVED, this resolution be immediately sent to all members of the North Carolina General Assembly and the Governor.

Adopted this the 3<sup>rd</sup> day of June, 2019, in Perquimans County, North Carolina.

ATTEST

Mary P. Hunnicutt, Clerk to the Board

Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

After the vote, Vice Chair Leigh turned the meeting over to Chairman Nelson. Mr. Nelson thanked the Board and informed them that Chowan County was considering the Resolution at their meeting tonight.

**UPDATES FROM COUNTY MANAGER**

County Manager Heath presented the following updates:

- > **County Assembly Day:** Mr. Heath reported that he and Chairman Nelson attended the NCACC County Assembly Day in Raleigh on May 8<sup>th</sup>. They also visited Senator Steinberg and Representative Goodwin.
- > **Hometown Strong Team:** Mr. Heath explained that this is a team that Governor Cooper established and they came to meet with Perquimans County staff on May 20, 2019 to discuss matters like Broadband, drainage, downtown redevelopment, economic development, and regulations for the water system. The event was very well attended and, before the meeting, they were able to tour the marine industrial park.
- > **Keith Wheeler:** Mr. Heath and Mr. Nelson met with Keith Wheeler on May 23<sup>rd</sup>. Mr. Wheeler is with East Carolina University's Research & Economic Development Institute. They are beginning preliminary discussions on how the university can help Perquimans County with matters relating to health & wellness and economic development.

**RESOLUTION & LEASE TO HISTORIC HERTFORD, INC. (CAROLINA MOON THEATER GROUP)**

County Manager Heath explained that last month he presented the 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 needed to be made stating that the Board would consider adopting a Resolution approving the lease at the June 3, 2019 meeting. Mr. Heath is now bringing the Resolution to the Board for adoption and the approval of Lease Agreement with Historic Hertford, Inc. (Carolina Moon Theater Group). Mr. Heath further stated that County Attorney High has reviewed both documents and have approved them. On motion made by T. Kyle Jones, seconded by Fondella A. Leigh, the Board unanimously approved the following Resolution and Lease Agreement with Historic Hertford, Inc. (Carolina Moon Theater Group):

**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 3<sup>rd</sup> day of June, 2019.Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

Clerk to the Board

SEAL

NORTH CAROLINA  
PERQUIMANS COUNTYLEASE

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 130 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 Leased Premises Remains:

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 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 systems 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. 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 household 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 herein,

**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: \_\_\_\_\_

**TRANSFER OF PROPERTY WITH NCDOT**

County Attorney High explained that, in 2004, NC Department of Transportation (NCDOT) asked the County to do an equal value exchange of property. NCDOT would be giving the County five (5) acres on US Highway 17 and the County would be giving NCDOT 4.47 acres behind the NCDOT Shop and the ball field on Wiggins Road. When the survey of these two properties were done, they realized that the line between NCDOT property and the County property was not to the fence but would be into the outfield of the ballpark. The County was not willing to do that so NCDOT agreed to give the County three (3) acres in exchange for the five (5) acres. Everything was agreed upon but the matter was never finalized or recorded. Once NCDOT realized that the transactions had not been finalized, they contacted Mr. High to see if he could finalize it. Because NCDOT could not locate their deed, everything will need to be redone. The County will need to hold a public hearing and vote on this equal value exchange of property. Mr. High stated that the General Statutes allow this to be done as long as it is in equal value. Mr. High and County Manager Heath wanted to bring this before the Board tonight to update them on the situation and let them know what needs to be done. What he needs from them tonight is a consensus to allow him and Mr. Heath to proceed with setting up the Public Hearing. It was the consensus of the Board to have Mr. High and Mr. Heath proceed to complete this process and hold a public hearing at the next meeting.

**SALE OF SURPLUS EQUIPMENT**

County Manager Heath reported that, with the help of the Finance Office and Helen Hunter, we have sold the following surplus item on GovDeals. The highest bids on the items are as follows:

<p><b>Director's Area/Staff:</b> Maple Desk/Table - 36" x 24" Mahogany Desk/Table - 48" x 28" Maple Desk - 28" x 72" Kelvinator Fridge</p> <p><b>Children's Section</b> 2 Stacks - 9' x 5' 2 Round Oak Tables - 3' 6" 7 Mahogany Computer Tables 4 Green Office Chairs</p>	<p><b>Old Non-Fiction Area:</b> 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'</p>	<p><b>Main Stack Area:</b> 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</p> <p><b>Other Contents include:</b> Misc. Frames, Pictures, Chairs, Crafts, Knick-Knacks, Loose Items</p>
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ITEM	SERIAL/VIN NO.	DATE SURPLUSED	START BID	SOLD AMOUNT
Above Old Library Equipment		3/4/19		\$350.00

Mr. Heath recommends the sale of this property. On motion made by Fondella A. Leigh, seconded by Charles Woodard, the Board unanimously approved the sale of these items on GovDeals.

**EMS FRANCHISE ORDINANCE**

Jonathan Nixon, Emergency Services Director, and County Attorney High explained that a copy of the revised Perquimans County Ordinance regulating the ambulance service and the granting of ambulance service franchises (formerly Ordinance No. 27) was included in their packet tonight. This is being presented for information only. A public hearing will be held in July and action will be taken in August.

**JANITORIAL CONTRACT FOR RECREATION CENTER**

With the resignation of Brenda Jackson, County Manager Heath presented the contract for janitorial services at the Recreation Center. Robin Trueblood, Maintenance Supervisor, and Mr. Heath recommend the approval of this contract with FK & Associates, LLC for \$825.00 per month. On motion made by Charles Woodard, seconded by Joseph A. Hoffer, the Board unanimously approved the janitorial contract with FK & Associates, LLC.

**RESOLUTION FOR STRENGTHENING CRITICAL DRAINAGE & WATER QUALITY INFRASTRUCTURE**

At the May 20, 2019 Work Session, County Manager Heath presented a Resolution that was 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. On motion made by Alan Lennon, seconded by T. Kyle Jones, the Board unanimously approved the following Resolution:

**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 NCDDEQ 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.
- 4) We recognize that many of the County's drainage issues come from the poor condition of roadway ditches, and the ditches and canals from adjacent creeks and streams that feed into roadway ditches. We request additional state funding that would allow the NCDOT to properly maintain its ditches, and would allow NCDOT to come off of its right of way to aid the cleaning of adjacent county/districts that feed into its roadway ditches.

ADOPTED the 3<sup>rd</sup> day of June, 2019.

Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

ATTESTED:

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

(SEAL)

**RECREATION ADVISORY BOARD APPOINTMENTS**

This item was removed from the Consent Agenda by Commissioner Jones who stated that he felt that Ms. Martina McClenney had served this Board well and that he felt that the Board should reappoint her for a three-year term as a resident of the Town of Hertford. Commissioner Leigh concurred with Mr. Jones. Therefore, on motion made by T. Kyle Jones, seconded by Charles Woodard, the Board unanimously made the following appointments to the Recreation Advisory Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Reed, Debbie	Recreation Advisory Committee - At Large	Reappointment	3 yrs.	07/01/2019
Cogdon, Stear	Recreation Advisory Committee - Winfall	Reappointment	3 yrs.	07/01/2019
McClenney, Martina	Recreation Advisory Committee - Hertford	Reappointment	3 yrs.	07/01/2019

**PUBLIC COMMENTS**

There were no public comments.

**CLOSED SESSION: CONSULT WITH ATTORNEY REGARDING A LEGAL MATTER & CLOSED SESSION MINUTES**

Pursuant to NC General Statute 143-318.11(3), Fondella A. Leigh made a motion to go into Closed Session to consult with attorney regarding a legal matter and to approve closed session minutes. The motion was seconded by Charles Woodard and unanimously approved by the Board.

The Closed Session was adjourned and the Regular Meeting reconvened on motion made by Joseph W. Hoffer, seconded by Charles Woodard, and unanimously approved by the Board. No action required from the Closed Session.

### ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:37 p.m. on motion made by Charles Woodard, seconded by Fondella A. Leigh.

Wallace E. Nelson, Chairman

Clerk to the Board

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### SPECIAL CALLED MEETING

June 17, 2019

7:00 p.m.

The Perquimans County Board of Commissioners met in a SPECIAL CALLED MEETING on Monday, June 17, 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  
Joseph W. Hoffer  
Alan Lennon  
Fondella A. Leigh, Vice Chair  
Kylie Jones  
Charles Woodard

MEMBERS ABSENT: None

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

Chairman Nelson called the meeting to order. Commissioner Leigh gave the invocation and the Chairman led the Pledge of Allegiance. Chairman Nelson explained that this Special Called Meeting was scheduled to hold a Public Hearing for the FY 2019-20 Budget.

### PUBLIC HEARING – FY 2019-2020 Budget

Chairman Nelson opened the second Public Hearing stating that the purpose of the public hearing was to receive public comments on the proposed FY 2019-2020 Budget. There were fourteen (14) people present. County Manager Heath stated that he had presented the Budget Message at the June 3, 2019 meeting and that he had no further comments. Mr. Nelson asked if anyone had signed up to speak. Mary Hunnicutt, Clerk to the Board, stated that we had a couple of individuals that requested to speak:

> Terry Swope: Mr. Swope summarized the following letter:

To: Perquimans County Board of Commissioners:

My name is Terry Swope, I live Perquimans County. I am writing to you today to point out the spending trends in Perquimans County. Much is said about Perquimans County spending being "Frugal" and based upon "Well documented needs". The Commissioners are being called upon to enact a budget that requires yet again, another tax increase. I have reviewed the last 9 Perquimans County budget proposals, as well as those of our neighboring counties, here are my findings:

Perquimans County has experienced NO NET change in its' rate of poverty of 18% . Census data show median household income has risen basically on pace with inflation from \$37,662 in 2011 to \$46,039 in 2017. Meanwhile, our county budget has literally BALLOONED in the last 9 years from \$12,240,056 in 2012 to a sure to be amended upward \$16,060,572 – a whopping 31.2%

To put that in perspective, the federal government increased spending in that same time frame 31.7%, but the Fed's had a 7% increase in population and a new health care law on the books. Perquimans had NO NET increase in populace, and a slight decrease in student (the largest part of the budget) enrollment.

Perquimans County has raised its number of county workers by 15.7% only to service the same number of citizens! We've increased our county workforce more than Gates, Chowan, or Camden counties, and Camden is actually growing in populace!

Perquimans County has increased spending by a greater percentage than Camden, Gates and Chowan counties. Only Pasquotank has got us beat, and they are actually REDUCING their budget this year. Perquimans County has increased spending EVERY SINGLE YEAR since 2011, and usually amends it even higher still during the year. Each of our local counties has had a revaluation of property, and subsequent tax increase. Perquimans (unfortunately) leads the pack there as well:

Chowan – 2012 rate .685/100	proposed 2020 rate .755/100	a 10.2% increase
Gates – 2012 rate .64/100	proposed 2020 rate .76/100	an 18.7% increase
Camden – 2012 rate .59/100	proposed 2020 rate .75/100	a 27.1% increase
Pasquotank 2012 rate .605/100	proposed 2020 rate .77/100	a 27.35 increase
Perquimans – 2012 rate -.44/100	proposed 2020 rate .59/100	a huge 34% increase

Ladies and gentlemen, I would urge the board to look at the requests the department heads submitted. Total requests have been rising at a still faster rate. Had everyone got their wish list, the budget would come in closer to \$22,000,000 nearly double the total requests in 2012. All to service the same number of citizens! It is simply unsustainable. County spending is rising at literally double the rate of incomes – I request an end to the rapid growth in tax and spending in Perquimans County.

Respectfully,

Terry Swope

> Pete Perry: Mr. Perry stated that he had two items of concerns:

- \* **EMS**: He attended the Riverbasin festivities the other week and saw the EMS staff and equipment there and was very pleased at what he saw. He then went under the tent where he was offered various trinkets, i.e. key chains, pencils, pens, etc. with advertisements on them. He chose the pencil which he passed around. It has been his experience with non-profit groups that these type of things cost money. He further stated that there must be a line item in the budget to cover these touchy, feel good products. He recommends to them that, if there is a line item there that says touchy, feel good or

any other promotional materials, the Board should strike it from the budget. It may not be more than \$200 but, if you take that cost from all departments, it will mount up. The departments do not need to advertise.

- **Fire Department:** It is his understanding that the County is providing the Fire Departments \$75,000 a year. He further stated that there is a man in town that may be charged with high crimes and misdemeanors and will have to reimburse funds that he has collected over the years that he was a fireman. He feels that, if this person is convicted and has to reimburse those funds. He recommends that this Board request that those funds come back to the County because he is sure that the town did not pay it but the County did.

The last comment he made was that there are two ways to go with taxes: you either raise taxes or reduce payments.

Chairman Nelson asked if there were any further comments or questions. There being none, Chairman Nelson closed the public hearing at 7:08 p.m.

**AGENDA**

Charles Woodard made a motion to approve the Agenda, as amended. The motion was seconded by Fondella A. Leigh and unanimously approved by the Board.

**FY 2018-2019 YEAR-END BUDGET AMENDMENTS**

Mr. Heath explained that Budget Amendment numbers 20 thru 21 have been prepared to balance the current year's budget. He explained further about three (3) department overages:

- **Sheriff's Department:** Mr. Heath explained that this budget was overspent mostly due to providing coverage for the Town of Hartford. We have received reimbursement for those expenses and they are posted to miscellaneous revenue.
- **Telecommunications & EMS:** Both of these departments have to rely heavily on part-time staff to fill open shifts due to unscheduled medical leave. They also have to respond to emergency situations. Most of which we have not yet received reimbursement. An example of this would be the response to Hurricane Florence when our staff members worked around the clock to provide coverage.

There being no further questions or comments, T. Kyle Jones made a motion to approve the following Year-End Amendments. The motion was seconded by Joseph W. Hoffer and unanimously approved by the Board.

**BUDGET AMENDMENT NO. 20  
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-420-740	County Manager - Capital Outlay		2,000
10-420-330	Supplies	1,800	
10-420-061	Retiree Hospitalization	200	
10-430-032	BOE - Part-Time Salaries		1,750
10-430-020	Full-Time Salaries	100	
10-430-031	Salaries/Officers	1,650	
10-301-011	DMV Current Year	12,450	
10-450-740	Tax - Capital Outlay		2,500
10-450-050	Tax - FICA		500
10-450-030	Tax - Temp Lister		4,500
10-450-060	Tax - Group Insurance		1,500
10-450-020	Salaries	18,000	
10-450-061	Retiree Hospitalization	130	
10-450-070	Retirement	1,300	
10-450-452	NCVTS - State Fees	2,000	
10-356-000	ROD Fees	9,000	
10-480-452	ROD - Conveyance Tax	9,000	
10-345-002	Sales Tax - Local Option B	2,850	
10-301-001	Ad Valorem Taxes - Current Year	6,930	
10-329-000	Investment Earnings	30,000	
10-500-061	Buildings - Retiree Hospitalization	930	
10-500-150	Maintenance/Repair - Buildings	17,000	
10-500-160	Maintenance/Repair - Equipment	10,500	
10-500-020	Salaries	3,000	
10-500-070	Retirement	330	
10-351-000	Sheriff Fees	3,000	
10-510-450	Concealed Gun Permits	3,000	
10-355-000	Building Permits	14,940	
10-301-010	DMV Taxes - Budget Year	22,820	
10-335-000	Miscellaneous Revenue	80,000	
10-510-061	Retiree Insurance		3,900
10-510-062	Sheriff Supplemental		440
10-510-021	Separation Allowance		500
10-510-020	Sheriff - Salaries	80,000	
10-510-050	FICA	5,200	
10-510-070	Retirement	36,500	
10-301-000	Ad Valorem Tax - Budget Year	1,930	
10-301-001	Ad Valorem Tax - Current Year	3,070	
10-511-070	Dispatch - Retirement		5,000
10-511-060	Dispatch - Group Insurance		10,000
10-511-020	Dispatch - Salaries		20,000
10-511-030	Dispatch - Part-Time Salaries	40,000	
10-301-000	Ad Valorem Tax - Budget Year	7,934	
10-345-001	Sales Tax - Local Option A	41,866	
10-345-005	Sales Tax - Rural	22,000	
10-345-000	Sales Tax - 1%	7,550	
10-592-060	EMS - Group Insurance		18,000
10-592-061	EMS - Retiree Hospitalization		300
10-592-020	EMS - Full-Time Salaries	1,050	
10-592-030	EMS - Part-Time Salaries	85,000	
10-592-050	FICA	3,000	
10-592-070	Retirement	2,200	
10-592-170	Maintenance/Repair - Vehicles	3,000	
10-592-740	Capital Outlay	3,400	
10-301-000	Ad Valorem Taxes - Budget Year	11,000	
10-600-040	Medical Examiner Fees	11,000	

**BUDGET AMENDMENT NO. 20  
GENERAL FUND (CONTINUED)**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-335-002	Veterans Memorial Contribution	400	
10-607-332	Veterans Memorial Bricks	400	
10-660-020	Senior Center - Salaries		915
10-660-030	Senior - Part-Time Salaries	500	
10-660-050	FICA	350	
10-660-740	Capital Outlay	65	
10-610-020	DSS - Salaries		1,500
10-610-740	Capital Outlay	1,500	
EXPLANATION: General Fund year-end entry			

BUDGET AMENDMENT NO. 21  
WATER FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
35-720-060	Water - Group Insurance		2,000
35-720-061	Water - Retiree Hospitalization	1,500	
35-720-070	Water - Retirement	500	
EXPLANATION: Water Fund year-end entry			

**FY 2019-2020 BUDGET**

County Manager Heath explained that, after the Budget Work Sessions, the presentation of the Budget Message on June 3, 2019, and the Budget Public Hearing tonight, he presents the FY 2019-20 Budget for Board consideration. A copy of the Budget Ordinance was included in the Board's Agenda Packets. T. Kyle Jones made a motion to approve the FY 2019-20 Budget as presented. The motion was seconded by Fondella A. Leigh. Chairman Nelson asked if there were any questions or comments. The following comments were made:

- > **Charles Woodard:** Mr. Woodard said that in his research, he found that the Elizabeth City Fire Department has a budget of \$2.7 million. Of course, they do not have the luxury of having volunteers to serve like we do. He feels that the \$75,000 provided for the Fire Departments is well spent to keep the residents of Perquimans County protected. We need to think about what it would cost the County if they were all paid firemen.
- > **Wallace Nelson:** Mr. Nelson explained that this was a part of an agreement with the Volunteer Fire Departments many, many years ago to get the amount up to \$75,000 by five or eight years. Mr. Heath said that he thought it was eight years. Mr. Nelson said that we would be hard pressed to provide fire coverage for \$75,000. He further stated that each fire department raises money and get loans to purchase their equipment.
- > **Kyle Jones:** Mr. Jones said that there are certainly good reasons as to why he could vote for or against this budget but the Fire Departments is not one of the reasons not to vote for it. Mr. Jones references his comments from last year and quote "Commissioner Jones stated that he was concerned about the School System spending and for that reason he could not vote for the proposed FY 2018-19 Budget because he felt the increase spending would result in a tax increase in future budgets." He is afraid that if we do not address some of our bigger spending items that we will be faced to have another tax increase next year.
- > **Wallace Nelson:** Mr. Nelson said that he felt the all the Boards have done an outstanding job in the last eight to ten years that we have not had a tax increase. He discussed the following items that have improved over the past few years: (1) improvement in response times for our Emergency Medical Services because we have two paid crews 24 hours a day, seven days a week; (2) certification of our telecommunicators so they can assist with calls until help arrives; (3) SRO's in all four schools; and many others. He thanked all the staff for their outstanding efforts in controlling expenditures.
- > **Charles Woodard:** Mr. Woodard said that, from information that he had received from the NCACC Conference last August, he discovered that Perquimans County ranked 24<sup>th</sup> out of 100 counties as far as lowest tax rate. He further stated that 90.8% of our children graduate from high school because we have a strong education system. With him being in business, he sees that things cost more than they did ten years ago. We need to be the best we can be which means that we may have to raise taxes.

There being no further comments, Chairman Nelson asked for a vote. The motion passed by a vote of five (5) to one (1) with Commissioner Jones voting against the motion. (see Attachment A)

**ADJOURNMENT**

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:20 p.m. on motion made by T. Kyle Jones, seconded by Fondella A. Leigh. Chairman Nelson stated that, due to a lack of business, the Regular Work Session was cancelled.

Wallace E. Nelson, Chairman

Clerk to the Board

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ATTACHMENT A

**PERQUIMANS COUNTY  
BUDGET ORDINANCE  
FY 2019-2020**

**BE IT ORDAINED THIS 17th DAY OF JUNE, 2019, BY THE BOARD OF COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA:**

**I. GENERAL FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2019, and ending June 30, 2020, in accordance with the chart of account heretofore established of this County:

Governing Body	\$ 68,800
County Manager/Finance/Planning	465,002
Elections	206,481
Tax Department	512,770
Legal	25,000
Register of Deeds	281,303
Public Buildings	773,196
Albemarle Commission	9,583
Sheriff	1,342,551
Communications	605,665
Jail - Operations	494,780
Jail - Debt Service	231,406
Tax/Finance Software	10,000
Jury Commission	2,000
Fire Departments/Emergency Management	600,167
Medical Examiner	5,000
Inspections	240,985
Forestry Services	47,996
Emergency Medical Services	1,599,600
Natural Resource Conservation Service	55,084
NRCS - Cost Share Program	16,800
Extension Services	216,363
Veterans Services	9,182
Social Services	2,471,440
Albemarle Regional Health Services	52,857
Mental Health	30,406
Schools - Current Expense	2,900,000
Schools - Capital Outlay	475,000
Schools - Debt Service	836,603
Inter County Public Transportation Authority	6,127
Pettigrew Regional Library	187,500
Recreation	325,363
Albemarle RC&D	750
Various Non-Profit Contributions	42,569
Revaluation Reserve	25,000
Scrap Tires/White Goods/Electronics	21,855
Emergency Services Building Debt Service	103,509
Aquatic Weed Control	1,750
Albemarle Regional Planning	2,253
Education - OJJ Programs	64,160
College of the Albemarle	32,500
Senior Citizens	185,826
Animal Shelter Operations	61,363
Economic Development	27,500
County Drainage Study	20,000
Library Debt Service	299,027
Tourism Development Authority Contribution	20,000
Architecture/Capital Improvement Plan	10,000
Website Update	5,000
Salary Study	16,000
Courthouse Phone System	16,500
<b>TOTAL GENERAL FUND</b>	<b>\$ 16,060,572</b>

ATTACHMENT A

**PERQUIMANS COUNTY  
BUDGET ORDINANCE  
FY 2019-2020**

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

**Ad Valorem Taxes:**

Budget Year	\$	8,637,695
Current Year		245,000
Prior Years Summary		70,250
Penalties & Interest		80,000

**Other Taxes & Licenses:**

Wine & Beer License	\$	400
Local Option Sales Tax		429,408
Local Option Sales Tax		916,866
Local Option Sales Tax		361,143
Local Option Sales Tax		397,008

**Unrestricted Intergovernmental:**

Tax Collections - Municipalities	\$	15,000
ABC Bottle Revenue		3,500
Beer & Wine		45,000
Utility Franchise Distribution		18,000
Medicaid Hold Harmless		340,670

**Restricted Intergovernmental:**

State Grants:		
Social Services	\$	1,679,848
Soil Conservation - Operating		3,600
Soil Conservation - Technician		19,640
Management Entity Funds		7,000
OJJ		64,160
Register of Deeds - A.E. & P.F.		21,277
Health Department - T/ST/WG		21,000
School Resource Officer - Board of Education		100,000
Senior Programs		3,564
Electronic Recycling Fees		855
Drainage Fees		8,500
Emergency Management Grant		44,000
DWI - DMV License Revocation		650
Nutrition		9,000
Floodplain Mapping - Register of Deeds		5,600
Register of Deeds - Dept. of Cultural Resources		2,500
Register of Deeds - State General Fund		2,000
EMS - Post Overdose		30,000

**Permits & Fees:**

Building Permits	\$	130,000
Register of Deeds		140,000
Recreation Fees		21,000
Ambulance Fees		630,000

**Sales & Services:**

Medicaid Utilization Based Plan	\$	10,000
EMS Donations		500
Range Management		12,000
Officer-Sheriff Fees		60,000
Jail Fees		5,500
Rents:		
Farm		8,400
Tower		7,000
Building Leases		62,884
Recreation/Senior Center		12,500
Investment Earnings		55,000
Miscellaneous		40,000
Subdivision Fees		1,000
Zoning Fees		3,000
Tower Consulting Fees		2,000
Veterans Monument Contributions		150
State Funds - Drug Tax		13,556
State Grants - Senior Medicare		3,000
Federal Drug Funds		14,925

**ATTACHMENT A**  
**PERQUIMANS COUNTY**  
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Recreation Concessions	\$	4,000
Local Funds - Sheriff Canine		50
<b>Transfer from Other Funds:</b>		
Water System	\$	100,000
Municipal Dispatch Fees		92,030
<b>Other Revenues:</b>		
Land Transfer Tax Proceeds		450,000
E-911 Funds		1,000
<b>Fund Balance Appropriated</b>	<b>\$</b>	<b>597,943</b>
<b>TOTAL GENERAL FUND:</b>	<b>\$</b>	<b>16,060,572</b>

**ii. WATER DEPARTMENT**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Administration & Operations	\$	2,129,088
Loan Principal		388,195
Loan Interest		32,179
Contribution to General Fund		100,000
<b>TOTAL WATER SYSTEM FUND</b>	<b>\$</b>	<b>2,649,462</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Transfer from Phase III	\$	13,585
Investment Earnings		10,000
Sale of Water		1,960,000
Taps & Connections		40,000
Reconnections		9,000
Penalties & Interest		42,500
Rent: Towers		5,400
Miscellaneous		7,500
Water Improvement Fund		1,000
Fund Balance Appropriated		560,497
<b>TOTAL WATER SYSTEM FUND</b>	<b>\$</b>	<b>2,649,462</b>

**iii. SOLID WASTE FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Administration & Operations	\$	966,109
Recycling Centers Maintenance		5,000
Solid Waste Refunds		3,000
<b>TOTAL SOLID WASTE FUND</b>	<b>\$</b>	<b>974,109</b>

**Section 2: REVENUES** - (Solid Waste Fee: \$140.00 per Household). It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Solid Waste Fees	\$	943,000
Investment Earnings		950
Disposal Tax		6,500
Fund Balance Appropriated		23,659
<b>TOTAL SOLID WASTE FUND</b>	<b>\$</b>	<b>974,109</b>

**iv. REVALUATION RESERVE FUND**

**1. Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Reserve for Revaluation	\$	25,200
<b>TOTAL REVALUATION FUND</b>	<b>\$</b>	<b>25,200</b>

**2. Section 2: REVENUES** - It is estimated that the following revenues will be available in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

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**BUDGET ORDINANCE**  
**FY 2019-2020**

Investment Earnings	\$ 200
Transfer from General Fund	25,000
<b>TOTAL REVALUATION FUND</b>	<b>\$ 25,200</b>

**V. COURT FACILITIES FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Court Facilities Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Administration & Maintenance	\$ 19,000
District Attorney Office Expense	14,140
Fine & Forfeitures	65,000
<b>TOTAL COURT FACILITIES</b>	<b>\$ 98,140</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Court Facilities Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Investment Earnings	\$ 0
Facility Fees	26,000
Fines & Forfeiture Fees	65,000
Fund Balance Appropriated	7,140
<b>TOTAL COURT FACILITIES</b>	<b>\$ 98,140</b>

**VI. ECONOMIC DEVELOPMENT FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Economic Development Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Professional Services & Expenses	\$ 58,600
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>\$ 58,600</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Economic Development Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Transfer from General Fund	\$ 27,500
Investment Earnings	50
Fund Balance Appropriated	31,050
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>\$ 58,600</b>

**VII. TOURISM DEVELOPMENT FUND - OCCUPANCY TAX**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Tourism Development Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Promotions, Marketing, Operating Expenses	\$ 32,100
Fireworks Contribution	1,500
<b>TOTAL TOURISM DEVELOPMENT</b>	<b>\$ 33,600</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Local Funds	\$ 3,000
Transfer from General Fund	20,000
Occupancy Tax	8,000
Intergovernmental Transfers	2,000
Interest	100
Fund Balance Appropriated	500
<b>TOTAL TOURISM DEVELOPMENT</b>	<b>\$ 33,600</b>

**VIII. EMERGENCY TELEPHONE FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Emergency Telephone Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Operating Expenses	\$ 297,051
<b>TOTAL EMERGENCY TELEPHONE FUND</b>	<b>\$ 297,051</b>

ATTACHMENT A  
**PERQUIMANS COUNTY**  
**BUDGET ORDINANCE**  
**FY 2019-2020**

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Emergency Telephone Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

State Grants	\$	0
Emergency 911 Fee		279,041
Investment Earnings		10
<b>TOTAL EMERGENCY TELEPHONE FUND</b>	<b>\$</b>	<b>279,051</b>

**IX. COUNTY CONSTRUCTION FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the County Construction Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Capital - Perquimans Marine Park Basin	\$	2,882,325
Capital - Recreation, Courthouse, ARPDC		23,448
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b>\$</b>	<b>2,905,773</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the County Construction Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Investment Earnings	\$	12,000
Perquimans Marine Park Basin		2,882,325
Fund Balance Appropriated		11,448
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b>\$</b>	<b>2,905,773</b>

**X. OTHER PROVISIONS**

**Section 1:** The Budget Officer is hereby authorized to transfer appropriations within a fund contained herein under the following conditions:

- a) The Budget Officer may transfer amounts between objects of expenditures within a department except salary amounts without limitation.
- b) The Budget Officer may not transfer any amount between funds nor from any contingency appropriations within any fund.

**Section 2:** The Board of Commissioners hereby authorizes the attached Fee Schedule for FY 2019-2020.

**XI. TAX LEVY**

**Section 1:** There is hereby levied a tax at the rate of 59¢ (fifty-nine cents) per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2019 for the purpose of raising the revenue listed as "Budget Year's Taxes" in the General Fund - Part I, Section 2 of this Ordinance.

**Section 2:** This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$1,406,726,379 and an estimated collection rate of 97.0%.

This Budget was approved with a vote of five (5) to one (1) on June 17, 2019, by a quorum of the Perquimans County Board of Commissioners being present and all present casting a vote.

\_\_\_\_\_  
 Wallace E. Nelson, Chairman  
 Perquimans Co. Board of Commissioners

ATTACHMENT A  
**PERQUIMANS COUNTY**  
**FEE SCHEDULE**  
**FY 2019-2020**

<b>Building Inspections</b>	
<u>Construction Fees</u>	
Square Foot	\$.25/SF
Minimum Fee	\$50.00
State Fee	\$10.00
In-ground pool (Residential)	\$50.00
In-ground pool (Commercial)	\$125.00
Carports (open all 4 sides)	\$.125/SF
Large Metal Buildings	\$.125/SF
Daycare & ABC	\$75.00
Group/ Foster Homes	\$50.00
Storage Building 12 x 12 or less	\$25.00
<u>Electrical Fees</u>	
Minimum Fee	\$50.00
Square Foot	\$.10/SF
Temporary Service	\$30.00
Service Repair	\$30.00
Service Charge	\$.30/amp
Swimming Pools	\$30.00
Sub panel	\$10.00
Generators	\$10.00
Baseboard Heat (per thermostat)	\$10.00
Photovoltaic/Solar	\$5 per string
<u>Plumbing Fees</u>	
Minimum Fee	\$50.00
Per Fixture	\$5.00
Sprinklers	\$50.00
Per Head	\$5.00
<u>Mechanical Fees</u>	
Central Heating/Air Conditioning	\$55.00
Central - Additional Unit	\$55.00
Minimum Fee	\$30.00
Hood System	\$50.00
<u>Insulation Fees</u>	
Insulation	\$50.00
<u>L.P. &amp; Natural Gas Fees</u>	
Minimum Fee	\$50.00
Per Gas Outlet	\$5.00
<u>Sign Fees</u>	
Free Standing	\$50.00
<u>Renovation Fees</u>	
1/2 New Construction	\$50.00
<u>Fire Inspection Fees</u>	
Mandatory Fire Code Permits	\$50.00
Group/ Foster Homes	\$50.00
Nursing Homes and Daycares	\$75.00
<u>Manufactured Homes</u>	
Single Section	\$150.00
Multi Section	\$185.00
Electrical	\$50.00
Mechanical	\$50.00
Plumbing	\$50.00
<u>Modular Homes</u>	
All set-up	\$.25/SF
Electrical	\$.30/amp
Plumbing	\$50.00
Mechanical	\$55.00
<u>Administrative, Negligence &amp; Reinspections</u>	
Administrative	\$50.00
Negligence	\$50.00
2nd Negligence	\$100.00
Re-Inspection	\$50.00
<u>Junk Car &amp; Trash Administration</u>	
	\$75.00
<u>Sheriff Department Fees</u>	
Fingerprints	\$5.00/card
Gun Purchase Permits	\$5.00 each
Concealed Handgun Permits	\$90.00
Concealed Handgun Permit Renewals	\$75.00
Service Fees (civil papers)	\$30.00/service
Out of State Service Fees (civil papers)	\$100.00
Notary	\$5 per signature

ATTACHMENT A  
**PERQUIMANS COUNTY**  
**FEE SCHEDULE**  
**FY 2019-2020**

**EMS Fees**

ALS-I Emergency A0427	\$593.66
ALS-II Emergency A0433	\$867.68
ALS-I or II Treatment / No Transport A0999 (including Helo)	\$300.00
ALS-I Non Emergency A0426	\$378.62
BLS-Emergency A0429	\$504.83
BLS-Non Emergency A0428	\$315.52
Transports to Funeral Homes	\$225.00
Ambulance Crew Standby - 1st 2 hours	\$120.00
Ambulance Crew Standby - additional hours	\$50.00/hour
Zone Car Standby- per hour	\$45.00
Attorney's Fees (patient's records)	\$12.00
Ground Mileage - ALS or BLS	\$14.33/Loaded Mileage
Specialty Care A0434	\$1,025.43

**Recreation Fees**

Rental Fees:

Meeting Room/Kitchen	\$60.00/hr (3 hr minimum)
Gymnasium (1/2 day)	\$250.00
Gymnasium (full day)	\$400.00
Tennis Courts (1/2 day)	\$50.00
Tennis Courts (full day)	\$100.00
Outside Basketball (1/2 day)	\$50.00
Outside Basketball (full day)	\$100.00
Field Rental (1/2 day)	\$75.00/field
Field Rental (full day)	\$150.00/field
Lights additional	\$25.00/hour
Field Rental for practices	
Non Rec. teams	\$15.00/hour
with lights	\$25.00/hour

*Deposit in addition to any rental fees. All fees are refundable if cancelled at least 72 hrs before scheduled rental day.*

Registration Fees

Youth Soccer	\$20.00
Youth Basketball	\$20.00
Volleyball	\$20.00
Softball (9-16)	\$20.00
Babe Ruth (13-15)	\$20.00
Football	\$30.00
Cheerleading	\$20.00
T-Ball (4-6)	\$20.00
Coach Pitch (7-8)	\$20.00
Adult Softball	\$200.00/team
Adult Basketball	\$200.00/team
Open Gym	No charge
Skate Park	No charge

*There is a maximum of \$50 per family for each activity.*

**Register of Deeds**

All Instruments (Except Deeds of Trust)

Pages 1-15	\$26.00
Each additional page thereafter	\$4.00
Multi-instrument	\$10.00

Deed of Trust 1st thru 35th Page

Each additional page	\$4.00
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UCC

1 to 2 pages	\$38.00
3 to 10 pages	\$45.00
Over 10 pages (Plus \$2 per page over 10)	
Search per name	\$30.00
Copy per page	\$2.00

Plats

1st page	\$21.00
Each additional page	\$21.00

DOT Highway Maps

1st page	\$21.00
Each additional page thereafter	\$5.00

ATTACHMENT A  
**PERQUIMANS COUNTY**  
**FEE SCHEDULE**  
**FY 2019-2020**

**Register of Deeds (Continued)**Copies

Plat copies	
Regular copies (per page)	\$3.00 each
<u>Certified copies (instruments &amp; plats)</u>	\$0.25

1st page	
Each additional page	\$5.00
	\$2.00

Notary

Oath	
Commission verification	\$10.00
	\$5.00

Marriage License

Issuance of license	\$60.00
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Vital Records

Certified copy (birth, death, marriage)	\$10.00
Delayed birth applications	\$20.00
Amendments	\$15.00
Records search from Vital Records	\$24.00
Plus payable to Vital Records	\$24.00
Legitimations	\$15.00
Plus payable to Vital Records	\$15.00

**Tax Department**Copies

Non-aerial maps	\$0.25
Aerial maps	\$0.50
<u>GIS Mapping Price List</u>	\$1.20

Plotter

Size	Black & White	Image Color
8.5 x 11	\$1.00	\$2.00
11 x 17	\$2.00	\$3.00
16 x 20	\$3.00	\$5.00
22 x 34	\$5.00	\$8.00
34 x 46	\$8.00	\$10.00

Desk printer

Size	Black & White	Image Color
8.5 x 11	\$0.50	\$1.25
8.5 x 14	\$0.75	\$1.50
11 x 17	\$1.00	\$1.75

Data Layers

Entire County parcels with aerial images and ownership information (Available on CD & ZIP drive)	\$200.00
Individual Layers	\$50.00 first layer \$25.00 each additional layer

Individual Plotter Maps

Township & Municipality Street Maps	Price based on size/color
Zoning Maps per Township/Municipality	Price based on size/color
Full County Zoning Map	\$12.00
County street maps, subdivision maps, and other maps created without image and little color same as listed under Plotter Black & White	
Flood maps, soil maps, census maps and others created with full color same as listed under Plotter Image/Color	

Availability

Requests can be made Monday through Friday from 8 am to 5 pm except holidays. All efforts will be made to provide information within 5 working days

Payment

Payment is required prior to preparation of CD's, extensive copying requests, maps to be sent by mail and ftp uploads

Custom Work

A fee of \$25.00 per hour will be charged for requests for maps that we do not have the data layers for. For instance, having to go on the internet to download information.

**County Manager**

Zoning Ordinance	\$15.00
Subdivision Ordinance	\$10.00
Junk Ordinance	\$10.00
Junkyard Ordinance	\$10.00
Manufactured Home Park Ordinance	\$5.00
Minimum charge for copy of any other Ordinance	\$5.00
Copies	\$0.25

**ATTACHMENT A**  
**PERQUIMANS COUNTY**  
**FEE SCHEDULE**  
**FY 2019-2020**

**Water Department**

Rate Schedule

**WATER RATES-** There is a min. charge of \$15 for the first 1000 gallons; each additional thousand gallons will be \$7.00/1000 gal.

Tap-on Fees

Size Meter	Cost of Tap
1/2"	\$1,500.00
1"	\$2,500.00
2"	\$5,000.00
Late Payment Charge	10% of bill
Renter's Deposit	\$75.00
Reconnection Fee	\$25.00
Water Meter Test Fee	\$100.00

Seasonal Water Conservation Rates

\$9/1000 gallons for usage more than 8000 gallons per month from May 1 through October 31

Water System Development Fee

\$500 per lot for up to and including four lots on main roads, 6 lots on secondary roads

\$2,500 per lot for any lots over four on main roads, 6 lots on secondary roads

System Development Fee must be paid before the Final Subdivision Plat is recorded in the Perquimans County Register of Deeds' Office.

**Planning/Zoning**

Zoning Permit (Residential/Home Occupation)	\$0.00
Zoning Permit (for Commercial/Industrial)	\$100.00
Certificate of Compliance (after first site visit)	\$100.00
Sign Permit	\$50.00
Certificate of Compliance (after first site visit)	\$50.00
Zoning Map Change (Re-Zoning)	\$450.00
Zoning Text Change	\$500.00
Planned Unit Development	\$600.00 + atty. & eng. Fees, i/a
Conditional Use Permit/ District	\$300.00 + atty. & eng. Fees, i/a
Appeal or Interpretation	\$300.00
Zoning Variance Request	\$300.00
Variance to Subdivision Regulations	\$100.00
Subdivision Sketch Plat	\$100.00
Minor or Abbreviated Subdivision Plan	\$50.00
Preliminary Plat	\$100.00 + \$15.00 per lot
Final Plat	\$100.00 + \$15.00 per lot
Wireless Telecommunication Facility	\$500.00 County fee
	+Minimum consultant cost of \$6,500.00
	+Certificate of Zoning Compliance (after first visit): \$100.00
Wireless Telecommunication Facility	County fee of \$500.00
(eligible facilities request applications processed per NCGS 153A-349.53)	+Minimum consultant cost of \$1000.00
	+Certificate of Zoning Compliance (after first visit): \$100.00 County Fee
	+Certificate of Zoning Compliance (Consultant fee for verification): \$3,000.00
Wind Energy Facilities	County Zoning Permit Fee of \$500.00
	+Certificate of Zoning Compliance (after first visit) \$100.00
	+Initial Escrow Deposit (Medium Facility) \$50,000.00
	+Initial Escrow Deposit (Large Facility) \$50,000.00

Effective 1-04-16, Zoning Permit Fees and Escrow Deposits to be paid at the time Zoning Permit Application, Fees and detailed Site Plans are submitted for review. If Escrow Account drops below \$10,000, Applicant shall replenish to the original amount before any further action or consideration is taken on any County Permit. Remaining balance will be refunded upon Applicant receiving approval of As-Built Drawings or if Applicant fails to complete project.

*\*Fees denoted for a given application do not include fees for subsequent applications and stages of review. Separate fees will apply for building and other permits.*

**PERQUIMANS COUNTY  
CAPITAL PROJECTS ORDINANCE  
COUNTY CONSTRUCTION FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in this County Construction Fund beginning July 1, 2019, and ending June 30, 2020

<u>Capital: Perquimans Marine Park Basin</u>	\$ 2,882,325
<u>Capital - Recreation/Courthouse/ARPC</u>	23,448
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b><u>\$ 2,905,773</u></b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available for appropriation in the County Construction Fund beginning July 1, 2019, and ending June 30, 2020.

<u>Fund Balance Appropriated</u>	\$ 2,905,773
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b><u>\$ 2,905,773</u></b>

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans Co. Board of Commissioners

**PERQUIMANS COUNTY  
CAPITAL PROJECTS RESERVE ORDINANCE  
LAND TRANSFER TAX  
FOR  
CAPITAL PROJECTS**

This Capital Projects Reserve Ordinance is being authorized to provide a portion of the required funds needed for the School Construction Project debt service and for the other Capital Projects deemed appropriate by the Board of Commissioners.

The following appropriations are being made with revenues, as listed, being available for this fund.

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in this Capital Projects Reserve Ordinance beginning July 1, 2019, and ending June 30, 2020.

<u>Transfer to General Fund</u>	\$ 450,000
<b>TOTAL CAPITAL RESERVE/LAND TRANSFER TAX</b>	<b><u>\$ 450,000</u></b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available for appropriation in the Capital Projects Reserve Ordinance beginning July 1, 2019, and ending June 30, 2020.

<u>Land Transfer Tax</u>	\$ 380,000
<u>Investment Earnings</u>	5,000
<u>Fund Balance Appropriated</u>	65,000
<b>TOTAL CAPITAL RESERVE/LAND TRANSFER TAX</b>	<b><u>\$ 450,000</u></b>

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans Co. Board of Commissioners

**PERQUIMANS COUNTY**  
**CAPITAL PROJECTS ORDINANCE**  
**FOR**  
**NC HOUSING FINANCE AGENCY**  
**SINGLE FAMILY REHABILITATION PROGRAM**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in this Capital Reserve/NC Housing Finance Agency beginning July 1, 2019, and ending June 30, 2020.

<u>Rehabilitation</u>	\$	44,017
<u>Program Costs</u>		16,000
<b>TOTAL CAPITAL RESERVE/NC HOUSING FINANCE AGENCY</b>	<b>\$</b>	<b>60,617</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available for appropriation in the Capital Reserve/NC Housing Finance Agency beginning July 1, 2019, and ending June 30, 2020.

<u>Single Family Rehab</u>	\$	60,017
<b>TOTAL CAPITAL RESERVE/NC HOUSING FINANCE AGENCY</b>	<b>\$</b>	<b>60,617</b>

\_\_\_\_\_  
 Wallace E. Nelson, Chairman  
 Perquimans Co. Board of Commissioners

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**WORK SESSION**  
 June 17, 2019  
 7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on June 17, 2019 was cancelled.

\*\*\*\*\*

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



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

## PERQUIMANS COUNTY TAX DEPARTMENT

June 24, 2019

### Tax Refund: (Perquimans County)

Henry Wilson Brabble Jr. Gave vehicle to his son. 11 month refund. Account #: 0036230837	\$110.77
Melvin Elmer Chappell Deceased. Estate of Mr. Chappell. 9 month refund Account #: 0045358377	\$100.97
United Country Forbes Reality & Auctions, LLC Changed information from company name to personal name. Account #: 0046250394	\$202.10
James Edward Parkinson Vehicle is registered in WV. 10 month refund. Account #: 0045321332	\$217.41

### Tax Release: (Perquimans County)

Global Deluxe, LLC Hertford mowing fee was keyed in in error under the wrong code. Account #: 356273	\$691.02
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EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6-12-19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Robert Smith

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Water Tech I

DEPT.: Water

NEW EMPLOYEE EFFECTIVE DATE: July 1, 2019

GRADE: 58 STEP: 1 SALARY: \$24,447

ENDING DATE OF PROBATIONARY PERIOD: July 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

[Signature]  
DATE: 6/12/19

Frank Heath  
DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: JHARON COOPER SOC. SEC. NO.: \_\_\_\_\_

POSITION: ADMINISTRATIVE ASSISTANT DEPT.: INSPECTIONS

NEW EMPLOYEE EFFECTIVE DATE: 7-1-19

GRADE: 61 STEP: 1 SALARY: \$7,900.00

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 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  
[Signature]

DATE: 6-19-19

COUNTY MANAGER APPROVAL  
[Signature]

DATE: 6/19/19

FINANCE OFFICER  
\_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6-20-19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: AMY WARD SOC. SEC. NO.: 1

POSITION: TAX CLERK - DMV DEPT.: TAX

NEW EMPLOYEE EFFECTIVE DATE: 7-1-19

GRADE: 58 STEP: 3 SALARY: \$25,671

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 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

Bill Jennings

DATE: 6-20-19

\_\_\_\_\_  
DATE: \_\_\_\_\_

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

Sam Barrow  
4220 Campbell Avenue Unit 719  
Arlington, VA 22206  
June 21, 2019

Mr. Frank Heath  
Perquimans County Manager  
128 North Church Street  
Hertford, NC 27944

Frank,

My Army National Guard unit, North Carolina's 30<sup>th</sup> Armored Brigade Combat Team (ABCT), has received the order to deploy to the Middle East in support of Operation Spartan Shield. This deployment will span 400 days and will include training in North Carolina, California, and Texas prior to movement overseas. My anticipated return date to the Perquimans County Planning Office is on or about September 20, 2020. I will notify you of a more precise date as one becomes available. Deployment orders for individual personnel have not been issued yet. I will provide you with a copy for your records as soon as I can.

As always, thank you for your continued support of my military service. My presence at the Army National Guard Readiness Center in Arlington, Virginia has had a significant impact on the outcome of our upcoming training and deployment. I have assisted in sourcing over 900 vehicles, 200 personnel, and several million dollars in spare parts from across 50 States, 3 territories and the District of Columbia, in addition to planning and coordinating trans-national rail and road transportation and maintenance services. Without these resources in hand, the 30<sup>th</sup> ABCT would not have been prepared for its mission, as directed by the Secretary of Defense.

Please feel free to contact me at (252) 339-1815 or [william.s.barrow4.mil@mail.mil](mailto:william.s.barrow4.mil@mail.mil) during the coming months.

Sincerely,



Sam Barrow  
Captain (P), Infantry  
30<sup>th</sup> ABCT Liaison Officer

CC: Perquimans County Board of County Commissioners  
Perquimans County Planning Board  
Perquimans County Board of Adjustment

PERQUIMANS COUNTY  
DEPARTMENT OF SOCIAL SERVICES

P.O. BOX 107  
Hertford, North Carolina 27944

SOCIAL SERVICES BOARD

Terissa J. Blanchard, Chair  
Dianne M. Layden  
Charles Woodard

252-426-7373 -- FAX 426-1240

DIRECTOR  
Susan M. Chaney

MEMORANDUM

Date: June 10, 2019

To: Frank Heath, County Manager  
Tracy Mathews, County Finance  
Mary Hunnicutt, Clerk to the Board  
Nicole Elliott, DSS Fiscal Officer

From: Susan Chaney, DSS Director *Susan Chaney*

Subject: Employee Resignation

Ms. Janice Thornton with the Perquimans County Department of Social Services has submitted her letter of resignation with the agency and County. Her last day of employment will be Friday, June 20, 2019.

Attached please find a copy of her letter of resignation and a copy of the acceptance letter given to her.

If you have any questions, do not hesitate to contact me.

**Perquimans County's Vision**

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

PERQUIMANS COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
P.O. BOX 107  
Hertford, North Carolina 27944

SOCIAL SERVICES BOARD  
Dianne M. Layden Chair  
Charles Woodard  
Brenda Dillard

252-426-7373 - Fax 426-1240

DIRECTOR  
Susan M. Chaney

June 10, 2019

Ms. Janice Thornton  
111 Wilbourne Lane  
Edenton, NC 27932

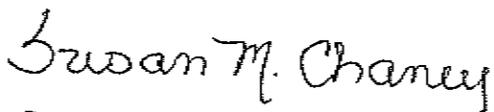
Dear Ms. Thornton,

I received your letter dated June 6, 2019 formally notifying me of your resignation from the Perquimans County Department of Social Services. According to your letter and our conversation, your last working day at Social Services will be Friday, June 20, 2019. This letter is to confirm our conversation of June 6, 2019, that I accept, with mixed emotions, your verbal and written resignation as an Income Maintenance Caseworker.

I hope that you will find much happiness in your new employment. Perquimans County Department of Social Services will miss you.

On behalf of the entire agency, I wish you well.

Sincerely,



Susan M. Chaney

Director

cc: personnel file

Janice J. Thornton  
111 Winborne Lane, Edenton, NC 27932

June 6, 2019

Pamela Midgett  
Income Maintenance Supervisor II  
Perquimans County Dept. Social Services  
PO Box 107  
Hertford, NC 27944

Dear Ms. Midgett,

Please accept this letter as notice of my resignation from my position as Income Maintenance Caseworker II, effective June 20, 2019.

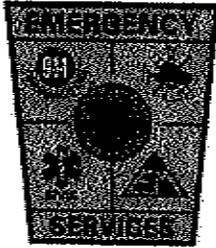
It has been a learning experience working under your tutelage over the last years and I thank you for what you have taught me. I will spend the rest of my time here ensuring that my cases are up-to-date as well as my my applications.

Again, thank you again for the opportunity to work for Perquimans County DSS. I wish you and staff all the best.

Sincerely,

  
Janice Thornton

cc: Susan Chaney, Director



**PERQUIMANS COUNTY EMERGENCY SERVICES**

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

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

**Jonathan A. Nixon, Emergency Services Director**

---

Ashley M. Weatherford  
2508 Dan & Mary Street  
Elizabeth City, NC 27909

June 11, 2019

Ms. Weatherford,

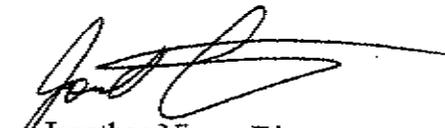
This letter is to inform you that according to employee expectations as outlined in SOG 114 you have not followed the following:

Section 2. Scheduling

E. Part-time staff members are in integral and important component of the Perquimans EMS System. For this reason, part-time staff are required to work a minimum of 6 shifts every 90 days. Some of these shifts can be substituted for volunteer work with the Perquimans Water Rescue Dive Team or other volunteer opportunities as approved by the Emergency Services Director.

According to our records you have not submitted any time for scheduling in our organization since August of 2018 or made contact with the director as requested in the letter dated May 16, 2019. Since you have failed to communicate with us regarding your intentions, we are removing you from Perquimans EMS System Roster. Your past service to the community is appreciated however, you are no longer affiliated with Perquimans County Emergency Services and all uniform items should be returned immediately.

Regards,



Jonathan Nixon, Director  
Perquimans Emergency Services

- c. Frank Heath, County Manager  
EMS Shift Supervisors/Compliance Officer  
Mary Hunnicutt, Human Resources

**PERQUIMANS COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

P.O. BOX 107  
Hertford, North Carolina 27944

**SOCIAL SERVICES BOARD**

Terissa J. Blanchard, Chair  
Dianne M. Layden  
Charles Woodard

252-426-7373 – FAX 426-1240

**DIRECTOR**

Susan M. Chaney

**MEMORANDUM**

Date: June 17, 2019

To: Frank Heath, County Manager  
Tracy Mathews, County Finance  
Mary Hunnicutt, Clerk to the Board  
Nicole Elliott, DSS Fiscal Officer

From: Susan Chaney, DSS Director *Susan Chaney*

Subject: Employee Resignation

Perquimans County Department of Social Services employee, Alice Copeland, has submitted her resignation with the agency. Her last day with our agency and County will be Friday, June 28, 2019 as she will begin employment with Pasquotank DSS.

If you have any questions or need additional information, do not hesitate to ask.

**Perquimans County's Vision**

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

PERQUIMANS COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
P.O. BOX 107  
Hertford, North Carolina 27944

SOCIAL SERVICES BOARD  
Dianne M. Layden Chair  
Charles Woodard  
Brenda Dillard

252-426-7373 - Fax 426-1240

DIRECTOR  
Susan M. Chaney

June 17, 2019

Ms. Alice W. Copeland  
223 Burgess Road  
Hertford, NC 27944

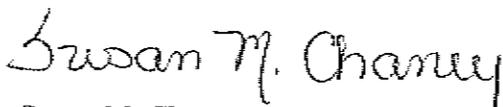
Dear Ms. Copeland,

I received your letter dated June 17, 2019 formally notifying me of your resignation from the Perquimans County Department of Social Services. According to your letter and our conversation, your last working day at Social Services will be Friday, June 28, 2019. This letter is to confirm that I accept, with mixed emotions, your written resignation as an Income Maintenance Caseworker.

I hope that you will find much happiness in your new employment. Perquimans County Department of Social Services will miss you.

On behalf of the entire agency, I wish you well.

Sincerely,



Susan M. Chaney  
Director

cc: personnel file

223 Burgess Road  
Hertford, NC 27944  
252-562-3414

June 17, 2019

Susan Chaney  
Director  
Perquimans County Department of Social Services  
PO Box 107  
Hertford, NC 27944

Dear Mrs. Chaney:

Please accept this letter as formal notice that I am resigning my position as Income Maintenance Caseworker II. My last day will be June 28, 2019.

I thank you for allowing me to serve in this position with Perquimans DSS. I have learned a great deal about areas of Medicaid that I was not previously familiar with. I have learned to be a better researcher and to work more independently. I have enjoyed working with everyone here, and will cherish the friendships I have made.

I will work on wrapping things up in my caseload and will do whatever I can to make the transition easier. Please let me know if there is anything specific I need to attend to in this time.

Again, thank you for the opportunities you have given me.

Sincerely,



Alice W. Copeland

Cc: Pam Midgett  
Adult Medicaid Supervisor

Darlene J. Lind  
736 Fire Tower Rd  
Elizabeth City, NC 27909  
252-339-1030

June 6, 2019

**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

*Re: Letter of Resignation*

Dear Mr. Nixon,

First, I want to "Thank you" for the opportunity to be employed at Perquimans County 911 and for allowing me to be a part of that center.

Due to scheduling conflicts and current events, I feel it necessary to resign my position with Perquimans County 911.

Again, thank you for the opportunity and the experience.

Very Respectfully,

Darlene J. Lind

6/24/2019

This is to certify that Earnest G. Swanner, Does not wish to request family medical leave, because the doctor has stated that returning to work would be an unrealistic and unhealthy goal.

Medicare has agreed to make the termination date, June 30<sup>th</sup> 2019.

If you have any questions please call me at home.

Signature\_\_\_ Ernest Swanner \_\_\_\_\_

## PERQUIMANS COUNTY

## SALARY CLASSIFICATIONS

POSITION	GRADE
County Manager	83
Secretary/Clerk to the Board/Personnel Officer	65
Finance Officer	72
Finance/HR Specialist	61
Planner	72
Supervisor - Board of Elections	64
Emergency Services Director	76
Telecommunications:	
Telecommunicator - Chief	64
Telecommunicator - Certified	62
Telecommunicator	60
911 Communications Shift Supervisor I	63
911 Communications Shift Supervisor II	64
911 Shift Supervisor – Training Officer	68
Emergency Medical Services:	
Emergency Medical Technician (EMT)	63
Advanced EMT (AEMT)	66
Paramedic	68
EMS Compliance Officer (AEMT)	68
EMS Shift Supervisor (AEMT)	68
EMS Shift Supervisor (Paramedic)	70
PIO/Grants Manager/AEMT	67
Emergency Management Coordinator	67
Building Inspector:	
Chief	71
Assistant	67
Code Enforcement Officer/Safety Officer	61
Administrative Assistant	61
Recreation Department:	
Recreation Director	70
Athletic Program Supervisor	64
Administrative Assistant	58
Senior Citizens:	
Senior Citizens Coordinator	63
Secretary - Senior Citizens	60
Register of Deeds:	
Register of Deeds	70
Assistant Register of Deeds	60
Deputy Register of Deeds	58
Sheriff's Department:	
Sheriff	75
Chief Deputy	70
Deputy - Investigator	68
Patrol Sergeant	67

## PERQUIMANS COUNTY

## SALARY CLASSIFICATIONS

POSITION	GRADE
Sergeant of SRO's	67
School Resource Officer (SRO)	65
Deputy	65
Deputy - Uncertified	64
Animal Control	62
Animal Control Assistant	58
Baliff	54
Administrative Assistant	60
Tax Department:	
Tax Administrator	72
Assistant Tax Administrator	66
Tax Clerk I	58
Tax Clerk II	61
Mapper	68
Water Department:	
Water Supervisor	68
Water Treatment Plant Superintendent	68
Water Plant Operator	64
Backhoe Operator	65
Water Technician I	58
Water Technician II	60
Water Technician III	68
Billing/Collection Clerk	61
Buildings & Grounds:	
Maintenance Supervisor	62
Housekeepers	54
All other Secretaries with the County	57
Social Services Staff are According to State Grades:	
Director	76
Income Maintenance	
Caseworker II	63
Caseworker III	65
Investigator I	63
Supervisor II	67
Accounting Technician IV	63
Administrative Officer I	67
Office Assistant III	57
Public Information Assistant IV	59
Social Worker II	66
Social Worker III	68
Social Worker/IA&T	70
Human Services Coordinator	68
Human Resources Placement	63
Social Worker Supervisor III	72

EMPLOYMENT ACTION FORM

DATE SUBMITTED: June 26, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Krystal Agosto

SOC. SEC. NO.: \_\_\_\_\_

POSITION: 911 Shift Supervisor

DEPT.: 911 Communications

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

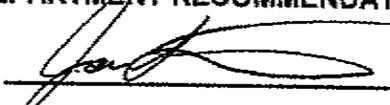
\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

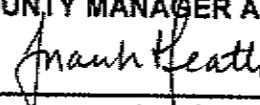
\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

7-1-2019 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 68 STEP: 6 SALARY: \$42,905

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  
  
DATE: 6-26-2019

COUNTY MANAGER APPROVAL  
  
DATE: 6/27/19

FINANCE OFFICER  
\_\_\_\_\_  
DATE: \_\_\_\_\_

**Position:** 911 Communications Shift Supervisor II / Training Officer  
**Reports to:** Emergency Services Director

**Department:** 911 Communications  
**Employee:**

### POSITION DESCRIPTION

**As a Telecommunicator:** Perform skilled dispatching work in the communications center. Responsible for operating a telephone, two-way radio and other communications equipment in answering requests for fire, law enforcement, EMS or related assistance. Employee works on rotating shifts and is expected to handle all assignments in an independent manner. Work requires judgment and discretion in handling all emergency and nonemergency situations including the ability to remain alert throughout a shift. Employee must also have a working knowledge of the layout of the county and be able to speak clearly and distinctly. Work is performed under the general supervision of the Emergency Services Director and is reviewed through observation, discussions, and review of records maintained.

**As the Shift Supervisor:** Provide shift supervision and administrative duties that ensure proper 911 Center Operations including but not limited to maintaining records and files, preparing reports, scheduling crew members, mentoring, training, quality improvement, coordinating activities with other emergency service agencies and related work as apparent or assigned. Continuous supervision is exercised over all personnel within the team. Duties are performed under general supervision of the Emergency Services Director.

**As the Training Officer:** Organize and track the training program for the Perquimans 911 Communications Division, including orientation, mentoring and evaluation of new and existing Telecommunicators, ensuring required training is available for personnel to recertify and related work as apparent or assigned. Maintain records for the annual training program. Assist in implementing and maintaining an effective Emergency Medical Dispatch program, in coordination with the EMS Division Training Officer. Duties are performed under the limited supervision of the Emergency Services Director.

### JOB DUTIES AND FUNCTIONS

1. Operates telephone, two-way radio and other communications equipment on an assigned rotating shift to answer requests for assistance for fire, law enforcement, rescue units, and various county and state agencies.
2. Answers all calls and dispatches equipment and personnel as necessary and in accordance with established procedures.
3. Maintains a log sheet on all complaints and services requested.
4. Monitors alarm systems connected to local business establishments by way of telephone call-in alarm systems; transmit information to patrol units that is received from alarm service operator.
5. Operates a computer terminal; transmits and receives information via Department of Criminal Information (DCI) and National Crime Information Center (NCIC) networks; prepares criminal histories as requested.
6. Broadcasts weather alerts, road closings, be-on-the-lookouts, fire ratings and conditions; requests mutual aid form other county agencies as requested.
7. Informs supervisor of unusual assistance calls, equipment breakdowns, or related matters needing immediate decisions and facilitates repairs as needed.
8. *Develops, implements and manages 911 Communications policies, procedures and practices by creating new and updating/revising existing standard operating guidelines.*
9. Facilitates learning to ensure employees acquire the knowledge and skills necessary to become successful employees.
10. Serves as a mentor, role model and educational resource for fellow employees.
11. Keeps training records up to date.
12. Keeps individual continuing education credits earned up to date in individual training records, both paper and electronic.
13. Reviews training report quarterly with the Emergency Services Director.
14. Coordinates the Orientation Program for all new employees.
15. *Ensures all communications equipment is always functional: identifies and solves minor problems, diagnoses larger issues to refer to the proper repair technician; researches technology for the 911 Communications Center.*
16. Assists with staffing the Emergency Operations Center (EOC) and other Emergency Management duties as required.
17. Creates and maintains monthly shift schedule, finding replacement staff for open positions as needed.
18. Assists with employee evaluations; provides coaching and assistance to employees as needed.
19. *Assists with developing, implementing and tracking 911 Communications goals, objectives and performance measures.*
20. *Prepares letters, memorandums, forms, reports, presentations, etc. as necessary.*
21. Attends and represents the organization at professional meetings and organizations as assigned by the Emergency Services Director.
22. Plans, organizes, directs and monitors the activities of the 911 Communications staff on assigned shifts.
23. Provides back-up staffing on an as-needed basis.
24. Maintain a Quality Assurance Program for Emergency Medical Dispatch.
25. Responds to complaints, questions and information dealing with 911 Communications staff, keeping the Emergency Services Director abreast of all situations.
26. Represents 911 Staff as a member of the Perquimans 911 Communications Board.
27. Performs related duties as required.

**JOB KNOWLEDGE, SKILLS, AND ABILITIES**

1. Working knowledge of the operation of two-way radio equipment and related FCC regulations.
2. Ability to speak clearly, distinctly and politely.
3. Ability to maintain effective files, records and reports.
4. Knowledge of CAD hardware and software, electronic phone system and voice recording equipment.
5. Thorough knowledge of standard computer equipment, hardware and software.
6. *Experience and knowledge in the maintenance of computer programs and networks.*
7. Considerable knowledge of the geography of the local area.
8. Considerable knowledge of radio communications equipment.
9. Ability to learn, understand and apply additional training and education.
10. Ability to respond to work during emergency situations or inclement weather.
11. Ability to type accurately at a reasonable rate of speed.
12. Ability to deal tactfully, courteously and firmly with 911 callers, response agencies and the general public.
13. Ability to express ideas clearly orally and in writing; ability to understand and follow oral and written direction.
14. Ability to follow established protocols.
15. Ability to establish and maintain effective working relationships with other county employees, other agencies and the general public.
16. Ability to train, evaluate, motivate and direct employees; general knowledge of the principals of supervision, organization and administration.
17. Ability to respond quickly and calmly to emergency situations.
18. Ability to assign, direct supervise and appraise the performance of subordinates.

**QUALIFICATIONS/SPECIAL REQUIREMENTS**

1. High School graduate or equivalent and must be 21 years of age.
2. Required to hold and maintain NC DCI Certification.
3. Required to hold and maintain Telecommunication Certification.
4. Required to hold and maintain NC EMD Certification.
5. Required to hold and maintain ED-Q Certification.
6. *Required to hold and maintain CPR Instructor Certification.*
7. *Required to be an Assistant the Terminal Agency Coordinator (TAC) for DCIN.*
8. Incident Command System (ICS) training including but not limited to IS – 100, 200, 700, 701, 702, 703, 704, 800. IS – 300 and 400 preferred.
9. Valid North Carolina driver's license.
10. *Required to actively hold and maintain the Office of Notary Public in North Carolina.*
11. Supervisory experience and an Associates/Technical degree with course work in communications, management or related field and three to five years of experience working as a Telecommunicator or equivalent combination of education and experience.
12. Ability to lift and move up to 100 pounds with assistance.
13. PC proficiency in word processing, spreadsheet, and presentation software as well as Internet and email use.
14. Strong technical report writing, research and analytical skills.
15. Ability to communicate with tact and diplomacy, both orally and in writing, using proper spelling, grammar, and punctuation with Telecommunicators, outside agencies, community groups, and citizens.
16. Ability to pay close attention to detail, ensuring strict accuracy in work.
17. Ability to efficiently manage time and workload, which includes prioritizing, following through on a variety of tasks, assignments, and reports and meet deadlines.
18. Ability to maintain confidentiality, only stating information on a "need-to-know" basis and safeguarding sensitive material.
19. Ability to network and maintain professional relationships with various federal, state, and local agencies.
20. Ability to work a flexible schedule to include working evenings and weekends as required.

**COMPETENCIES**

**Business Ethics:** Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

**Communications:** Expresses ideas and thoughts verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.

**Customer Service:** Displays courtesy and sensitivity; Manages difficult or emotional customer situations; Responds promptly to customer needs.

**Dependability:** Responds to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Commits to doing the best job possible; Keeps commitments; Meets attendance and punctuality guidelines.

**Job Knowledge:** Competent in required job skills & knowledge; Exhibits ability to learn and apply new skills; Keeps abreast of current developments; requires minimal supervision; Displays understanding of how job relates to others; Uses resources effectively.

**Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Relationship Building:** Builds rapport across the organization; Establishes collaborative relationships to achieve objectives; Seeks win-win solutions to conflict; Develops network of professional contacts; Displays empathy and is tolerant of diverse viewpoints.

**Initiative:** Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for help when needed.

EMPLOYMENT ACTION FORM

DATE SUBMITTED: June 27, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Julie Solesbee

SOC. SEC. NO.: \_\_\_\_\_

POSITION: PIO/Grants Manager/AEMT

DEPT.: Emergency Services

**X** NEW EMPLOYEE EFFECTIVE DATE: July 1, 2019

GRADE: 67 STEP: 6 SALARY: \$41,055

ENDING DATE OF PROBATIONARY PERIOD: July 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

[Signature]

DATE: June 27, 2019

COUNTY MANAGER APPROVAL

[Signature]

DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

**PERQUIMANS COUNTY**

**Position:** PIO/Grants Manager/ Advanced  
Emergency Medical Technician  
**Reports to:** Emergency Services Director

**Department:** Emergency Services  
**Employee:**

**POSITION DESCRIPTION**

As the Public Information Officer: An employee in this class performs responsible work in directing and coordinating public affairs programs of the Emergency Services Department under the direction of the Emergency Services Director. Integrates the Department's programs and initiatives into a cohesive effort that conveys a consistent message in support of its mission, goals, and objectives. Serves as a strategic advisor to the Emergency Services Director and County Manager with respect to communications and public affairs initiatives.

As the Grants Manager: An employee in this class performs responsible work researching, managing overall grant efforts, documenting payments and expenditure, optimizing the grant administration process, preparing progress reports, ensuring compliance with grant regulations, reviewing grant proposals, managing grant databases, engaging with donor agencies, educating staff on policies, and preparing financial reports. Skills and expertise in successful grants management will aid the organization in serving the public by securing continuous funding, improving business opportunities through effective funding programs, and executing meaningful projects that serve the interests of Emergency Services and other first responders in the County.

As the EMS Technician: See Advanced EMT Job Description

**JOB DUTIES AND FUNCTIONS****Public Information Officer**

1. Initiates and oversees the establishment of integrated strategies, plans and programs designed to ensure that all communications and public relations efforts are cohesive, consistent and effective in supporting the mission of the organization.
2. Plans, develops, directs and coordinates comprehensive communication programs to include media, social media, public affairs and publications.
3. Provides direct and proactive advice, consultation and assistance to the Emergency Services Director, County Manager and Control Group regarding public information matters, to include providing direct assistance in researching, providing messages and developing messages.
4. Serves as the designated spokesperson for the Department:
  - a. Arranges press briefings and coordinates media coverage of emergency and non-emergency events.
  - b. Writes and distributes public statements and press releases
  - c. Writes or edits scripts for press briefings
  - d. Monitors and responds when necessary to social media
  - e. Develops and maintains emergency-related content on the Department website.
5. Coordinates with adjoining county PIO's in the Northeast North Carolina PIO group to ensure consistent messaging during area-wide events.

**Grants Manager**

1. Survey Emergency Services and First Responders on a continuing basis to determine equipment, training and other needs.
2. Research both public (governmental) and private sources of grants that assist said agencies in meeting their goals and needs. Maintain a database of grant criteria. Inform County agencies of the available grants they are eligible for.
3. Liaise with other counties in researching grants that are awarded on a regional basis.
4. Maintain a calendar of key dates for each grant application along with the status of each application.
5. Be the primary advocate for Emergency Services grants including writing narratives and developing any numeric data necessary. Assist other First Responders in the development of their grant applications.
6. Review all grant applications ensuring they meet the required criteria.
7. Work with the Finance Department so that all monies are received and used in accordance with the grant.

## PERQUIMANS COUNTY

8. Close out all grants after they have been completed, including after action reports and accounting for all monies spent. Insure that all vendors have been paid and return any monies not used.
9. Assist with other general department finance duties as assigned.

### QUALIFICATIONS/SPECIAL REQUIREMENTS

#### Public Information Officer

1. Associates/Technical degree with a working knowledge of Emergency Services, including Fire, EMS, Law Enforcement and Telecommunications. Must have three to five years of experience working in Public Safety and sufficient knowledge to serve as the subject-matter expert in all areas of Public Safety or equivalent combination of education and experience.
2. Knowledge of communication principles, media and public relations techniques.
3. Ability to assist in organizing a response to an emergency event, coordinate the response of additional PIOs from surrounding counties and provide situational guidance to EOC Staff.
4. Experience communicating with the press and other media.
5. Working knowledge of local and regional media contacts.
6. Demonstrated ability to maintain confidentiality.
7. Complete required NIMS courses and demonstrate a working knowledge of Incident Command. (ICS 700, 800, 100, 200 & 300, IS 29 PIO Awareness, G290 Basic PIO Course)

#### Grants Manager

1. Demonstrated general writing ability.
2. Working knowledge of software capabilities that will assist in the grant process (e.g. Word, Excel, Access).
3. Ability to multi-task in handling several grants at once.
4. Ability to demonstrate typing and computer skills.
5. Be able to effectively communicate grant opportunities.
6. Ability to assist in effectively managing project funds.

### COMPETENCIES

**Business Ethics:** Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

**Communications:** Expresses ideas and thoughts verbally and in written form; Exhibits good listening and comprehension; Keeps others adequately informed; Selects and uses appropriate communication methods.

**Customer Service:** Displays courtesy and sensitivity; Manages difficult or emotional customer situations; Responds promptly to customer needs.

**Dependability:** Responds to requests for service and assistance; Follows instructions, responds to management direction; Takes responsibility for own actions; Commits to doing the best job possible; Keeps commitments; Meets attendance and punctuality guidelines.

**Job Knowledge:** Competent in required job skills & knowledge; Exhibits ability to learn and apply new skills; Keeps abreast of current developments; requires minimal supervision; Displays understanding of how job relates to others; Uses resources effectively.

**Quality:** Demonstrates accuracy and thoroughness; Displays commitment to excellence; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Relationship Building:** Builds rapport across the organization; Establishes collaborative relationships to achieve objectives; Seeks win-win solutions to conflict; Develops network of professional contacts; Displays empathy and is tolerant of diverse viewpoints.

**Initiative:** Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for help when needed.



EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6/24/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Jonathan A. Nixon

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Emergency Services Director

DEPT.: EMS

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 76 STEP: 16 SALARY: \$77,877

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.

7/1/19 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE JOB RECLASSIFICATION. Date GRADE: 76 STEP: 17 SALARY: \$79,776

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.

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DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

\_\_\_\_\_

*Frank Heath*

DATE: \_\_\_\_\_

DATE: 6/24/19

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6/26/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Joanne Avery  
POSITION: IMC II

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: July 1, 2019                      GRADE: 63                      STEP: 4                      SALARY: \$ 32,790.00

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.

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DEPARTMENT RECOMMENDATION

Suzan M Chamuy

DATE: June 26, 2019

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6/26/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Krystal Dozier-Bass  
POSITION: Public Information Officer IV

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:

**XX**  RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:

Date: July 1, 2019                      GRADE: 59                      STEP: 5                      SALARY: \$ 28,167.00

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.

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DEPARTMENT RECOMMENDATION

Susan M Chaney

DATE: June 26, 2019

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6/26/19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Deanne Smith  
POSITION: IMC II

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:

**XX**  RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:

Date: July 1, 2019    GRADE: 63    STEP: 1    SALARY: \$ 30,466.00

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.

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DEPARTMENT RECOMMENDATION

Susan Chamey

DATE: June 26, 2019

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6-26-19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Caitlyn Colson

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Paramedic

DEPT.: EMS

NEW 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 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.

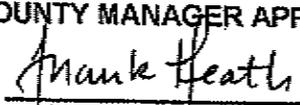
**X** 7/1/2019 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 70 STEP: 5 SALARY: \$45,712

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: 6/26/2019

DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: June 25, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Donna H. Phelps

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Assistant

DEPT.: Register of Deeds

NEW 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 RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

12/17/2018 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR    2    3    4) GRADE: 60 STEP: 8 SALARY: \$31,681

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

7/1/2019 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 60 STEP: 9 SALARY: \$32,453

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: 12/17/2018 PER THE COUNTY PERSONNEL POLICY.

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DEPARTMENT RECOMMENDATION

Jaqueline L. Frison  
DATE: June 25, 2019

COUNTY MANAGER APPROVAL

Frank Heath  
DATE: 6/27/19

FINANCE OFFICER

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 6-25-19

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: REBECCA MURRAY

SOC. SEC. NO.: \_\_\_\_\_

POSITION: TAX CLERK - BUSINESS PERSONAL PROPERTY

DEPT.: TAX

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 61 STEP: 2 SALARY: 28,597

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: \_\_\_\_\_

7-1-19 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4) GRADE: 61 STEP: 3 SALARY: 29,294

\_\_\_\_\_ 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.

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DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Bill Jennings  
DATE: 6-25-19

Frank Heath  
DATE: 6/27/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

**ALBEMARLE COMMISSION  
SENIOR NUTRITION CONTRACT**

This Agreement entered into as of this first day of July 2019, by and between **PERQUIMANS COUNTY** (hereinafter referred to as Contractor), and the **Albemarle Commission**, (hereinafter referred to as AC), with offices located at 512 South Church St., Hertford, North Carolina, WITNESSETH THAT;

WHEREAS, AC wishes to make available certain services to elderly residents within a service area hereafter described; and,

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described; and,

WHEREAS, the Contractor desires to assist AC in this endeavor;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Employment of Contractor: AC hereby agrees to engage the Contractor to perform the services hereinafter set forth.
2. Time of Performance: **The services of the Contractor are to commence on July 1, 2019, and shall be completed by June 30, 2020.**
3. Scope and location of Services: The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by AC, the agreements and assurances required in the Request for Proposal and the services specified in No. 35—Special Conditions.
4. Personnel: The Contractor represents that it has, or will secure at its own expenses, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with AC. All personnel engaged in the work shall be fully qualified.

It is understood and agreed that **BEVERLY GREGORY** shall represent the Contractor as Project Manager in the performance of this Agreement. Any change in such Project Manager shall be subject to approval of AC.

5. Compensation: The Contractor and AC expressly understand and agree that in no event will the total compensation and reimbursement paid thereunder by the AC exceed the maximum of **Ten Thousand Seven Hundred and Forty Nine Dollars and Twenty Four Cent (10,749.24)** for 999 hours of Nutrition Service, and shall constitute full and complete compensation for the Contractor's services hereunder.

6. Reimbursement Rate Per Unit of Service: Albemarle Commission will reimburse the Contractor \$10.76 for each hour of Nutrition Service served to eligible clients, such units of service being defined in No. 35 – Special Conditions.
7. Reprogramming of Funds: It is understood and agreed that, in the event that the amount of funds received from the North Carolina Division of Aging is reduced, AC may in turn, decrease the total compensation and reimbursement to be paid hereunder and in accordance with Paragraph 14, changes in the Scope of Services.
8. Change of Reimbursement. At its sole discretion, AC may re-negotiate the reimbursement shown in Paragraph 6 of this Agreement. However, in no case will AC increase the overall amount shown in Paragraph 5.

The parties agree they will consider increasing the reimbursement rate only under two circumstances:

- a) Upon a showing by Contractor that actual costs have increased due to factors beyond Contractor's control (e.g., increases in gasoline costs, union settlement on wages, etc.); or
- b) Upon a showing by Contractor that actual costs have increased due to a sudden increase in client load (e.g., due to a disaster). In the event that the reimbursement rate is increased, the total units of service to be delivered will be correspondingly decreased.

The parties further agree that AC shall have the right to decrease the reimbursement rate under any circumstances which show that actual costs are less than projected; including, but not limited to, circumstances in which:

- a) Overall costs of providing service are shown to be less than forecast in the Contractor's original bid for this service; or
  - b) The Contractor fails to document the required cost-sharing, such that the AC reimbursement rate exceeds 100 percent of service costs. In the event The reimbursement rates are decreased, AC may, at its option, increase The total number of units of service to be delivered.
9. Method of Payment: After the first month, Contractor shall submit a monthly report to AC on the number of service units delivered and capital cost through the end of prior month for reimbursement.
  10. Documentation of Expenses: Contractor shall maintain full and complete documentation of all expenses associated with performing the scope of work under the contract. Expenses documentation shall include: time sheets for AC clients; receipts for any supplies purchased for use on this contract; any applicable

subcontract expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service (including Contractor contribution as well as amounts reimbursed by AC).

11. Payment by Service Recipient: No individual receiving services under the terms of this Agreement shall be required to pay any part of the cost of the service. However, recipients shall be given the opportunity by the Contractor to make some contribution for the service in a manner approved by the AC.

Contractor shall post a notice in a conspicuous place, stating that no charge is Made for the service, but that contributions will be accepted. Contractor shall furnish envelopes to all clients for confidential contributions. Contractor shall offer a locked box in a convenient location for confidential deposit of envelopes.

12. Cost Sharing: Cost Sharing is any money received by Contractor as a direct result of contract activity. Contractor shall maintain daily records of activity, Contractor shall maintain daily records of activity. Program income shall be used in the same year it is received to provide additional services.

13. Monitoring, Auditing and Reporting: The Contractor agrees to submit to audit by AC, the State of North Carolina, or the federal government for a three year period following final payment under the terms of this Agreement. The Contractor agrees to permit monitoring by AC, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by AC. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by AC, the state or federal government, or their agents.

It is understood and agreed that the report procedures established by AC may include, but not be limited to, the names and addresses of individuals receiving services under the terms of this contract, with the understanding that no personal information obtained from any individual will be disclosed by AC in a form which allows identification of the individual, without the written consent of the individual.

It is understood and agreed that the report procedures established by AC may also include actual costs incurred per unit of service including both AC costs and contractor contributions.

It is further understood that the agency is responsible to AC for clarifying any audit exceptions that may arise from AC independent audit, the Department of Human Resources audit, or any federally conducted audit. AC requires the Contractor to send a copy of their audit when received from the independent auditors. In addition, contractors are responsible for paying any governmental funds that may be part of the audit exception.

14. Changes: AC may, from time to time, require changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Contractor's compensation which is mutually agreed upon between AC and the Contractor, shall be incorporated in written amendments to this Agreement.
15. Termination of Agreement for Cause: If through any cause the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, AC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the AC effective date of such termination.

In the event of termination, such data, studies, surveys, drawings, maps and reports prepared by the Contractor shall, at the option of AC, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Client files of the agency, developed under this contract shall become the property of the AC upon completion and/or termination of this contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to AC by virtue of any breach of the Agreement by the Contractor, and AC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due AC from the Contractor is determined.

16. Cancellation for Convenience of AC: AC may cancel this Agreement at any time by giving written notice to the Contractor of such cancellation and specifying the effective date of such cancellation. If the Agreement is canceled by AC as provided herein, the Contractor will be paid for work satisfactorily completed.
17. Disputes: Any disputes which arise in the interpretation of this contract shall be resolved in the following manner:
  - a) The Contractor shall submit a letter to AC specifying the nature of the dispute asking for resolution of the dispute.
  - b) The Executive Director of the AC will meet with the Contractor to resolve the dispute. The Executive Director of the AC will document the resolution in a letter to the Project Manager.
  - c) If the Contractor is dissatisfied with the resolution of the dispute decided by the AC Executive Director, the Contractor may appeal the Executive Director's decision in writing to the AC Budget and Personnel Committee.

- d) The AC Budget and Personnel Committee will consider the appeal at its next scheduled meeting, which shall occur no less than 10 days following receipt of the written appeal request. The decision of the Budget and Personnel Committee is final.
18. Subcontracting: None of the work or service covered by this Agreement shall be subcontracted without the prior written approval of AC. All approved subcontracts must conform to the applicable requirements set forth in this Agreement and must attach and include by reference Appendix A - Scope of Services.
19. Compliance with Service Standards and Required Procedures: Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Appendix A – Scope of Services. Contractor further agrees to comply with applicable standards for this service which are, or may be, specified by the North Carolina Division of Aging, any other State of North Carolina agency, the Division of Aging Policy Manual, and the AC Policy Manual.
20. Service Priorities: Contractor shall give priority for service to those older people with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve the moderately impaired, isolated and homebound elderly on a priority basis, as set out in the proposal and as indicated in the service standards established by the Division of Aging.
21. Equal Opportunity and Affirmative Action: In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible recipient on the grounds of age, sex, religion, race, color, handicap, or national origin.

The Contractor also agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to: employment or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, handicap, or national origin.

It is further agreed by the Parties that the Contractor shall take affirmative action to solicit subcontractors with or purchases from minority business enterprises as defined in the Public Works Employment Act of 1977, 42 U.S.C. 6705 (f) (2),

where such subcontracting or purchasing, if any, is or may be undertaken under the terms of this Agreement.

22. Confidentiality: Any reports, recipient information, data, or other materials given to, or prepared or assembled by the Contractor under this Agreement which AC requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of AC.

23. Identification of Documents: All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within AC, shall carry the following statement on the front cover, or a title page containing the name of AC.

THE PREPARATION OF THIS (Report, Document, Etc.) WAS FINANCED IN PART THROUGH A FEDERAL GRANT BY THE NORTH CAROLINA DEPARTMENT OF HUMAN RESOURCES, DIVISION OF AGING, UNDER THE PROVISIONS OF TITLE III, OLDER AMERICANS ACT OF 1965, AS AMENDED.

24. Licenses and Permits: Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out the services in Appendix A. the Contractor shall notify the AC immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses permits, bonds and insurance shall be a basis for AC disallowing all or part of payments under this contract or for termination of this agreement for cause.

25. Insurance: Notwithstanding any other insurance requirements, Contractor shall, within ten (10) days of the effective date of this Agreement, provide AC with a certificate of insurance for public liability insurance in the minimum amount of One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000). If Contractor uses a vehicle in fulfilling its duties under this Agreement, Contractor shall also provide evidence of automobile insurance in the minimum amount of Twenty-Five Thousand/Fifty Thousand Dollars (\$25,000/\$50,000 liability insurance and Fifty Thousand Dollars (\$50,000) property insurance. Failure to provide evidence of insurance shall be deemed an automatic violation of this Agreement and could therefore lead to termination of the Agreement by AC. The Contractor shall hold AC harmless for any damages to the person or property of any individual or organization as the result of the execution of the scope of service to be performed under this Agreement.

26. Conflict of Interest: The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

27. Interest of Members of AC and Others: No officer, member, or employee of AC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
28. Officials not to Benefit: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
29. Assignability: The Contract shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of the Agency's Executive Director or his authorized agent.
30. Resources Development: The Contractor shall investigate other agencies and resources providing services to the elderly and shall coordinate its own services to minimize overlap and duplication.
31. Disaster Assistance: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster-related situation, the Contractor shall cooperate with requests for assistance from AC on behalf of the elderly individuals.
32. Attendance at AC Meetings: **The Contractor, upon request of AC, shall attend any committee or special meeting relating to the project, or staff development training.**
33. Participant Input: The Contractor shall, with the assistance of AC, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed on a regular basis.
34. Applicable Laws, Rules, and Regulations: This contract shall be deemed to have been executed and performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State. In addition, Contractor shall be governed by all applicable Federal, State, and Local rules, regulations and policies.
35. Special Conditions:

## Appendix A- CONGREGATE NUTRITION

### Service Definition:

The provision of a meal in a group setting.

### Unit of Service:

One hour –four hours daily.

### Service Objective:

To promote the health and well being of older people through the provision of nutritious meals and opportunities for social and recreational services and access to other services.

### Service Activities:

Prepare specific congregate meal site(s) at least 5 days per week for dining.

- Set up tables, chairs, place settings, and table condiments.
- Clean up after meals, washing non-disposable items and dispose of litter and garbage.
- Welcome participants to site.
- Station staff, both paid and volunteers, to keep attendance records and to encourage donations to program.

### Food Service:

- Receive meals from caterer or central kitchen, take and record temperatures of all hot and cold food items.
- Prepare food service line for serving meals.
- Supervise portioning of food onto plate by donated and volunteer staff, take food temperatures again immediately before portioning.
- Provide assistance to participants who have difficulty walking or carrying trays.
- Review and maintain records on food quality and quantity.

### Coordinate Services:

- Arrange transportation to site for participants.
- Recruit and train volunteers.
- Provide grocery shopping assistance and/or education at least 2 times per month.
- Provide for nutrition education at least 2 times per month.
- Provide for health and social service information at least once per month.
- Provide an exercise program one time per week.
- Provide activities daily.
- Outreach activities will be conducted to identify and attract health impaired, socially and/or economically need persons in need of nutrition services.

Preferred Target Groups: Persons who are health impaired, and who are in need of nutritional supports or those older persons whose independent living arrangements lack

proper facilities for meal preparation. Those persons who are ambulatory, but lack sufficient health and/or motivation to prepare meals regularly.

Locale of Service:

- At an approved public or private community facility with the following characteristics.
- Has been approved by the local health department.
- Has been inspected by the local fire department and meets all local and state fire codes.
- Has been approved in writing by the Area Agency on Aging prior to opening.
- Is in compliance with 504 Regulations.
- Is located near concentrations of preferred target group persons.
- Must have at least 12-14 square feet per person excluding halls, bathrooms, kitchen areas.
- Must be a facility where all eligible persons feel free to visit and will not offend their cultural and ethnic preferences.
- Must have adequate number of tables and chairs appropriate for older adults.
- Must have at least 2 exits which are unlocked during hours of operation.
- Must have adequate parking.
- Must have a safe and appropriate place to mount and dismount from vans or other group transportation vehicles.
- Must be heated during colder months to at least 72° F. while participants are present.
- There must be a "termination of services" policy on file for each participant.

Access to Services:

- Participants will be referred to service by self, friend, neighbor, or a community resource.

Delivery Characteristics:

- Meals shall be served at least 5 days per week at the site.
  - There shall be a feedback mechanism to obtain information on menu preference of participants, and other issues at site.
  - The approved menu shall be publicized one week in advance at the site and shall be identified as the Nutrition Program for the elderly menu and shall specify serving dates.
  - Each meal shall provide at least 1/3 of the current recommended daily dietary allowances Food and Nutrition boards of the National Research Council and shall meet the following meal pattern when plated for each participant.
- a) 2 ounces cooked edible portion of meat, fish, fowl, eggs; cooked dry beans or cheese may be used for a maximum of 4 times per month as substitute for one ounce of meat; textured vegetable protein may only be used as specified in the Division of Aging Manual.

- b) Two, one-half cup servings of vegetables, fruits, and full strength fruit/vegetable juices. There must be one cold source of Vitamin C which provides at least 1/3 RDA of Vitamin C daily.
- c) One serving enriched or whole grain bread, biscuits, rolls, muffins, sandwich buns, cornbread, other hot breads or enriched or whole grain cereals or cereal products such as rice, macaroni, dumplings, pancakes, and waffles.
- d) One teaspoon of butter or fortified margarine in a packaged chip.
- e) One, one-half cup serving of dessert which may be fruit, full strength fruit juice, pudding, gelatin, ice cream, ice milk, sherbet, cake, pie, cookies and similar foods.
- f) One-half pint of fortified whole, skim, or low-fat milk, buttermilk, yogurt, or cheese (3 ozs.).
- g) Fruit or juice used as a dessert may not be counted toward the two servings of vegetables and fruits.

- Contractor shall tell the participants about agency procedures for service, confidentiality, waiting lists, service priorities, complaint and grievance, and other matters germane to the participants' decision to accept service, and about his opportunity to make a voluntary contribution to the program.
- Every effort shall be made to make the dining room and meals attractive.
- A completed calendar of site activities and programs must be posted at the beginning of the month.
- Emergency plans must be developed for each site for medical emergencies and to evacuate the site in case of fire or explosion.
- The contractor shall provide adequate staff to operate the program including a paid contract manager and a paid site manager for the site.
- The site manager may be paid from Title III funds for no more than 4 hours per day and shall be responsible for site operations.
- Must be able to work well with older adults.
- Must be able to keep accurate records.
- Must be able to supervise volunteers.
- The contractor must develop a plan to recruit, orient, train, and recognize volunteers.
- Minimum orientation and training shall include:

Contract Manager: Administrative procedures, record keeping systems, reporting, food safety.

Site Managers: Site procedures, orientation and training for specific volunteer activities.

All Staff: First aid, cardio-pulmonary resuscitation, physiology of aging, fire/disaster evacuation, shall attend all training required for specific staff categories provided by the Division of Aging and/or Area Agency on Aging.

- All foods must be stored, prepared, held and served in a manner to preserve optimum flavor and appearance, while retaining nutrients and food value.
- Staff serving food must use hygienic techniques and practices in all handling of the food.
- Food temperatures must be maintained at safe levels (hot 140° +, cold 45°-) throughout all processes from storage through serving.
- Contractor must abide by food safety practices required in 10NCAC Section of .0400.

Prohibited Services:

- Cannot provide meals to residents of long-term care facilities, guests, handicapped persons under age 60, adult day care participants and paid staff under age 60 without reimbursement of the full cost of the meal.
- Except on emergency basis, nutrition site(s) may not be closed or combined on a temporary or permanent basis without prior written approval from the Area Agency on Aging.
- May not enter into contracts with profit making organizations without prior written approval from the Area Agency on Aging.

Administrative Requirements:

- Adequate records shall be maintained to document program activities and shall include:
  - participants' intake record
  - participants' attendance records
  - meals served records
  - menu served with substitutions, dates, and justification noted
  - meal receipt/delivery slips
  - program income record
  - employment records including affirmative action documentation
- Shall follow general recognized accounting procedures outlined in CRF Part 74 of all funds including participant contributions.
- All participants' records shall be treated as confidential.
- File all required reports on time.
- Train staff to make appropriate referrals.

### Home-Delivered

In administering the Home-Delivered Meals Program, Contractor agrees to appoint or employ a person to do the following duties:

- 1) Recruit, maintain, schedule, and supervise volunteers to deliver meals.
- 2) Order, receive, and check meals received.
- 3) Keep daily records, which will include, but not be limited to:
  - a) Daily Nutrition Service Record
  - b) Required Temperature Reports
  - c) Volunteer Hours Reports
- 4) Receive requests for meals from potential clients.
- 5) Collect all project income per the Consumer Contributions Policy and Procedures.
- 6) Report all legitimate complaints to the Albemarle Commission's Home-Delivered Meals Coordinator.

The Albemarle Commission's Home Delivered Meals Coordinator/Volunteer Administrator will be responsible for:

- a) Supervising in the daily operation of home-delivered meals activities.
- b) Providing whatever assistance and support is necessary to recruit and maintain volunteers, i.e., making presentations to civic or community groups, etc., providing printed material, etc.
- c) Processing all requests for meals, determining eligibility, and making all placements to the program.
- d) Revising and updating delivery routes to reflect additions, deletions, or other changes.

IN WITNESS WHEREOF, AC and the Contractor have executed this Agreement as of the date first above written.

\_\_\_\_\_  
(County)

Albemarle Commission

BY: \_\_\_\_\_  
(Authorized Official)

BY: \_\_\_\_\_  
(Executive Director)

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Area Agency on Aging Director)

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
(Commission's Finance Officer)



**WETLANDS-SOILS &  
WATER QUALITY ENHANCEMENTS  
LLC**



Dwane Hinson  
Wetland and Water Management Specialist  
Soil Scientist (NC 1190)

Phone: 252-482-4162

Cell: 252-337-4933

E-mail: Dwane.Hinson@mchsi.com

**Perquimans County Water Management Proposal:**

Water management consulting services are proposed to meet the water management needs associated with Perquimans County. This position will meet the following **objectives**:

- **Serve as technical consultant to County Commissioners and Soil & Water Conservation District Supervisors (SWCD):**
  1. Make technical presentations to citizens on behalf of the County Commissioners for addressing drainage problems.
  2. Accompany Commissioners and County Manager as needed, meeting on-site with groups and individuals to address drainage needs.
  3. Assist SWCD Supervisors with special projects as requested the Supervisors and approved by the Board of Commissioners.
- **Implement Special Use Water Management Districts (SUWMD's):**
  1. Provide technical presentations for public meetings in conjunction with County Commissioners for the establishment of SUWMD's.
  2. Serve as a technical advisor for a County Water Management Committee.
  3. Coordinate efforts to generate outside funding sources for project development, such as utilizing USDA-RC&D resources for grants and GIS coordination.
  4. Provide technical leadership to each SUWMD's representatives to identify, design, plan and implement projects.
  5. Assist SUWMD's representatives with creek and river maintenance programs for clearing and snagging creeks and rivers.
- **Address drainage concerns of individuals or small groups of citizens:**
  1. Work with County Commissioners, County Manager, and Soil & Water Conservation Districts to provide assistance to individual landowners for solving drainage problems.
  2. Coordinate potential funding mechanisms with NC Ag Cost Share Program, CAMA, NC & US Dept of Marine Fisheries, and USDA-RC&D
- **Assist Perquimans County with implementing and further development of storm water ordinances and regulatory wetland laws.**
  1. Review plats for commercial development and work in conjunction with the county planners and SWCD to implement storm water ordinances.
  2. Provide technical guidance for rural planning (ten acre lots, individual lots, or roadside development) that circumvents storm water guidelines for urban areas.
  3. Provide consulting assistance to the County Commissioners in conjunction with the Health Department to address drainage concerns with septic tank regulations and issues with individual lots subject to flooding or severe drainage problems.

Services, Resources & Projected Costs:Resources Provided By the LLC To Accomplish Goals and Objectives

- All transportation (With county mileage supplement)
- Field survey equipment,
- Computers,
- Design mapping and hydrology software for drainage evaluation
- Boats and 4-wheelers required for creek and waterway evaluations.

Cost, Hours, and "County Supplement" for Services Provided:

## 1. Hours and Cost:

Total hours are negotiable and adjustable as deemed necessary by County Commissioners. Base services will be provided for an average of 12 hours per week at a fee of \$30.00 per hour. Total work hours will be dictated by project activity and priorities set by the County Water Management Committee and a subsequent Plan of Work.

## 2. County Supplements:

- A mileage supplement of 50.5 cents per mile will be allocated for use of trucks, boats, and four-wheelers required to perform surveys, visit landowners, and perform creek analysis. An estimate of the total miles will be posted in the Plan of Work.
- Other supplements provided by the county would include a copy (under County License) of the Arc-View Program used by the county to manipulate the current GIS data base.

Management:

All activities will be dictated by weekly contact with the County Manager. The specifics for hours and supplements will be governed by the project activity generated by the County Water Management Committee, with subsequent approval by the full Board of County Commissioners. An hourly journal will be presented with billings.

Term

Unless terminated sooner, this agreement shall commence at the adoption by the Perquimans County Board of Commissioners and end on June 30, 2015, and can be renewed for one-year periods thereafter.

Adopted this the 1<sup>st</sup> day of July, 2019.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

Attest: \_\_\_\_\_

Mary Hunnicutt, Clerk to the Board

\_\_\_\_\_  
Dwane Hinson

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

By:   
\_\_\_\_\_  
Authority Finance Officer

**DAVID N. GOSS**  
**Economic Development Consultant**  
125 Cashie Drive  
Hertford, NC 27944

June 17, 2019

Frank Heath  
County Manager  
Perquimans County  
P.O. Box 45  
Hertford, NC 27944

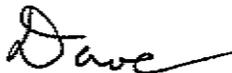
Dear Frank,

From all current indications, it appears that FY 2019-20 will be a transitional year for the County's Economic Development program. For example, (1) if the Inland Basin receives proper funding, there will be the need for someone to become a manager of the Marine Industrial Park; or (2) if the Marine Industrial Park is sold to a private sector entity, the need for an Economic Development Consultant will be diminished; or (3) if the Inner Basin is not properly funded, there will be the need for a new economic development vision for the County. Whatever option becomes the reality, I believe it is the proper time for me to step aside as the County's Economic Development Consultant.

I am willing to work on a month-to-month basis during FY 2019-20 until the new economic development strategy becomes apparent and/or for as long as my consultant services will be of continuing value to the County. I envision one of my most important activities during the next fiscal year would be to assure smooth regional and state relationship transitions for any new economic development person. I have discovered that these relationships are critical for maximizing Perquimans County's economic development potential. Hopefully, I will also be able to provide valuable assistance in the development of the revised bidding process for the Inland Basin (if it is funded) and sale of the Lansing Building.

I am very appreciative of the support both you and the County Commissioners have given me during my tenure as the County's Economic Development Consultant. I truly believe that this support will pay many dividends in future years as the County's current economic development strategy becomes a reality.

Sincerely,



David N. Goss

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

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

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

MARY P. HUNNICUTT  
CLERK TO BOARD

## **RESOLUTION OF THANKS FOR DR. MARIA TRENT**

W. FRANK HEATH, III  
COUNTY MANAGER

WHEREAS, DR. MARIA TRENT is a native of Perquimans County; growing up in Hertford and is the daughter of Vivian and Graham Trent and sister of Granette; and

WHEREAS, DR. MARIA TRENT attended Perquimans County schools before transferring to the North Carolina School of Science and Math; and

WHEREAS, DR. MARIA TRENT graduated from Yale University, the University of North Carolina School of Medicine and the Harvard School of Public Health; and

WHEREAS, DR. MARIA TRENT is an Adolescent/Young Adult specialist and Professor on the faculty at Johns Hopkins University; and

WHEREAS, DR. MARIA TRENT is an independent scientist and serves as the principal investigator on multiple research projects funded by the National Institute of Health; and

WHEREAS, DR. MARIA TRENT is the President of the Society for Adolescent Health and Medicine and Chair of the Section on Adolescent Health for the American Academy of Pediatrics; and

WHEREAS, DR. MARIA TRENT is a sought-after speaker and the author of scientific research articles, editorials, book chapters, and patient directed media materials in the field of adolescent health.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners for the County of Perquimans on behalf of the citizens of Perquimans County:

1. Hereby express our gratitude and our pride in DR. MARIA TRENT for her service to her patients, her County, and for her advancements in the field of adolescent medicine; and

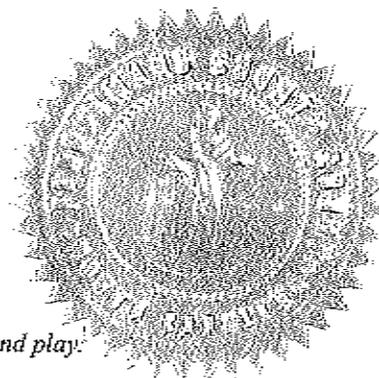
2. Hereby express our deepest gratitude to DR. MARIA TRENT for serving as the grand marshal of the Perquimans County Independence Day celebration.

This the 1<sup>st</sup> day of July, 2019

\_\_\_\_\_  
Wallace Nelson, Chairman  
Perquimans County Commissioners

**Perquimans County's Vision:**

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



PRESENTED  
TO  
DEBBIE PROCTOR  
IN  
RECOGNITION OF HER TWENTY-NINE YEARS  
OF SERVICE WITH  
PERQUIMANS COUNTY BUILDING INSPECTIONS  
BY PERQUIMANS COUNTY BOARD OF COMMISSIONERS  
JULY 1, 2019

**From:** "Petruncio, Mike" <mike.petruncio@ncagr.gov>  
**To:** "hammetts@co.pasquotank.nc.us" <hammetts@co.pasquotank.nc.us>, Frank Heath  
<frankheath@perquimanscountync.gov>  
**Cc:** "Caddy, James" <james.caddy@ncagr.gov>  
**Sent:** 6/12/2019 11:19 AM  
**Subject:** [External] New County Ranger

Good Morning Sparty and Frank,

I'm happy to advise Jared Tardiff has accepted the Pasquotank / Perquimans County Ranger position in D-7. Jared will be moving over from the Camden Assistant County Ranger position. Prior to working with us, Jared worked at Carolina Sandhills National Wildlife Refuge in South Carolina and North Bend State Park in West Virginia. He earned a Bachelor's Degree in Natural Resource Management and Public Affairs from The Ohio State University. Jared's first day in the new position will be Monday June 17, 2019. Thanks for your continued support!

Mike

Mike Petruncio, NC Registered Forester #1251, CPM  
District Forester - District 7  
North Carolina Department of Agriculture and Consumer Services  
North Carolina Forest Service  
861 Berea Church Rd.  
Elizabeth City, NC 27909  
(252) 331-4781 office  
(252) 312-4371 cell  
(252) 331-4817 fax

Welcome N.C. Complete Count  
Commission for Census 2020

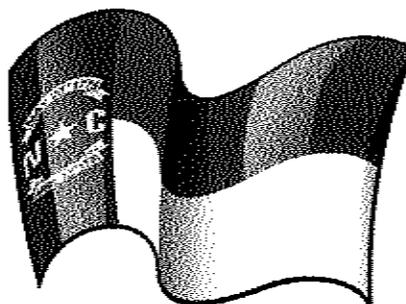


**MAKE NC  
COUNT**  
C E N S U S 2 0 2 0

census.nc.gov  
   
*Let's get social!*  
Visit @nccensus, tag us -- and use  
#MakeNCCount

Executive Order

**Mission:** Governor Roy Cooper has signed an Executive Order that establishes the North Carolina Complete Count Commission, an advisory membership charged with increasing awareness and understanding about the importance of the 2020 Census and encouraging people of North Carolina to participate in the 2020 Census.





## Why Does It Matter?

### Why does a complete and accurate Census matter?

- The federal, state and local governments all use census data to make policy decisions related to funding healthcare, education, transportation and much more – which can equate to billions of dollars in federal funds for North Carolina.
- Businesses big and small use census data as well.
- Finally, census data are used as the basis of our democracy: every 10 years political districts are redrawn in a process called redistricting and how many seats a state has in the U.S. House of Representatives is recalculated in a process called congressional apportionment. (After the 2010 Census, Oregon, Nevada, Utah, Arizona, Texas, Florida, South Carolina, Georgia, all gained seats; Iowa, Missouri, Illinois, Michigan, Louisiana, Ohio, Pennsylvania, New York, New Jersey, and Massachusetts lost seats!)

North Carolina State Board of Elections

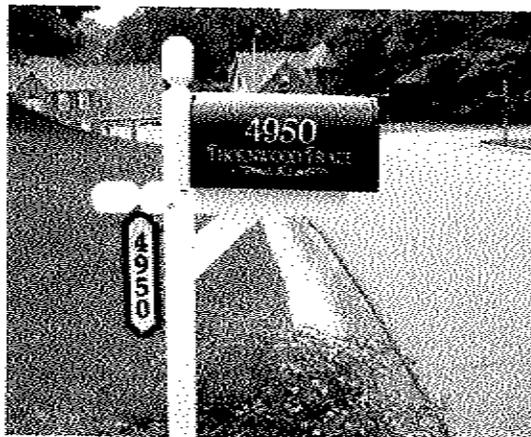


- **Our Voice (Representation)**
  - Census is required in the Constitution
  - Count every resident, once, and in the right place
  - Apportionment and Redistricting
- **Our Tax Dollars (Funding)**
  - \$1,623 per person, per year in Federal Funding to NC based on Census data in FY2015
  - About \$200 per person, per year in state funding based on Census data
- **Our Future (Planning)**
  - Largest survey in the US providing reliable, comparable data
  - Vital for business and local government service



**Once a decade verification of residential and group quarters addresses by tribal or local governments**

**Connects Census forms with households**



**Annual verification of corporate boundaries**

**Places addresses – and their Census counts – in the correct area**

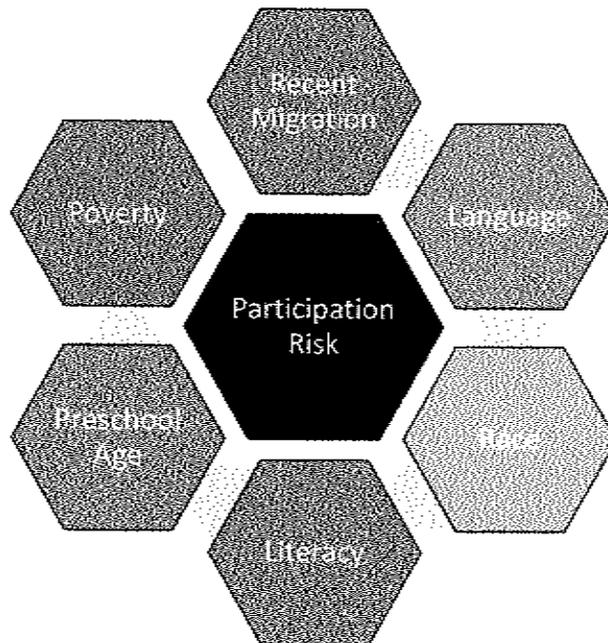




• Census data is the foundation of apportionment in the US House of Representatives and provides \$1.9 billion per year in federal funding to North Carolina, and informs local planning, economic development, and services.

### Census Partnership and Promotion

- Preparation – LUCA, BAS, PSAP – is very important
- Preparation without Participation is wasted effort
- Local preparation partnerships – Complete Count Committees involve trusted local faces in promoting Census participation



# SCCC and CCC Subcommittee Types

<b>BUSINESS</b>	<ul style="list-style-type: none"> <li>Involving a community's business sector creates a willing element that touches every household within the community.</li> </ul>	<b>COOPERATIVE</b>	<ul style="list-style-type: none"> <li>The evictor population is sizeable and is often disenfranchised from the community and hard to track.</li> </ul>	<b>LIBRARY</b>	<ul style="list-style-type: none"> <li>Urban Libraries Council says libraries are the "most trusted government entity", poised to be pivotal for civic engagement.</li> </ul>
<b>COMMUNICATIONS MEDIA AND TECHNOLOGY</b>	<ul style="list-style-type: none"> <li>Assists community organizations in utilizing Census toolkit materials enables them to innovate.</li> </ul>	<b>FAITH-BASED</b>	<ul style="list-style-type: none"> <li>Faith-based organizations are found in every community and maintain interactive and ongoing communications with their members.</li> </ul>	<b>RECREATION</b>	<ul style="list-style-type: none"> <li>Reaching all members of the workforce community enhances the ability of the Census to plug into existing recruiting resources.</li> </ul>
<b>COMMUNITY ORGANIZATIONS</b>	<ul style="list-style-type: none"> <li>Utilizing community orgs provide outreach opportunities for a broad spectrum of residents of all ages, races and backgrounds.</li> </ul>	<b>GOVERNMENT</b>	<ul style="list-style-type: none"> <li>Census can manage costs by leveraging the ability of local government to provide knowledge of the population, organization, and institutions.</li> </ul>	<b>SENIOR CITIZEN</b>	<ul style="list-style-type: none"> <li>Although a high responding group, the trend towards reduced home ownership may create evicereating challenges for field.</li> </ul>
<b>DATA AND MAPS</b>	<ul style="list-style-type: none"> <li>Understanding where hard-to-count areas exist is important to direct subcommittee activities toward the correct populations and geographic areas.</li> </ul>	<b>GROUP QUARTERS</b>	<ul style="list-style-type: none"> <li>Because of the limited access to most group quarters, cooperation from the institutions is vitally important to achieve an accurate count.</li> </ul>	<b>SEXUAL ORIENTATION</b>	<ul style="list-style-type: none"> <li>The rental population will exceed a third of the entire U.S. population by 2020. No matter the housing type, access is vital for an accurate count.</li> </ul>
<b>EDUCATION (SCHOOLS) AND YOUTH</b>	<ul style="list-style-type: none"> <li>Reaches U.S. households through schools and helps create a generation of future self-responders.</li> </ul>	<b>HOMELISS</b>	<ul style="list-style-type: none"> <li>In the 2020 Decennial Census, the count was 209,325 for persons counted at shelters, outdoor locations, soup kitchens and mobile food vans.</li> </ul>	<b>VETERANS</b>	<ul style="list-style-type: none"> <li>Over 22 million veterans living in the United States present a sizeable bloc distributed throughout the 50 states. Former military personnel can provide leadership and excellent recruiting assistance.</li> </ul>
<b>ETHNICITY/RACE/ANCESTRY</b>	<ul style="list-style-type: none"> <li>Works with university housing to obtain administrative records for group quarters, build relationships with leadership to facilitate access.</li> </ul>	<b>INSTITUTIONAL</b>	<ul style="list-style-type: none"> <li>One of the serious challenges for a Census enumeration is encountering housing units where no one in the household speaks English.</li> </ul>	<b>WOMEN</b>	



## \$16.3 Billion in Federal Dollars Distributed to North Carolina

Estimated amount of funds distributed to North Carolina based directly or indirectly on decennial Census statistics (16 largest federal programs).

- \$1,623 per capita

Source: George Washington University, [Counting for Dollars 2020](#)

## \$1.5 Billion in State Funds Distributed to Municipalities & Counties

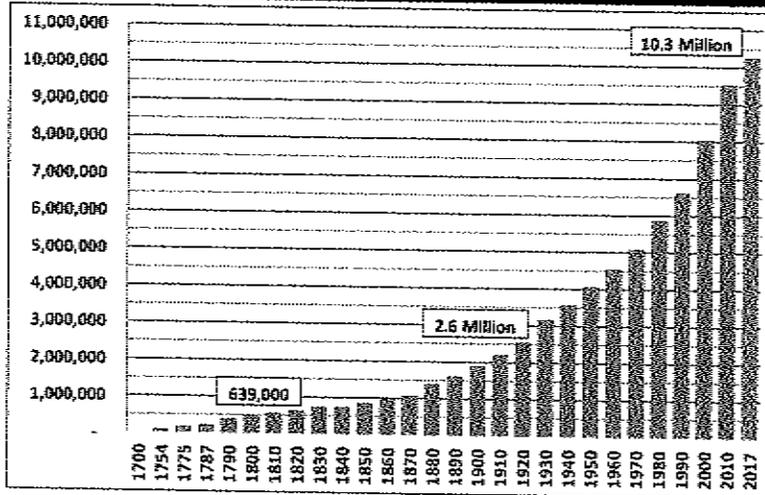
Estimated amount of funds distributed annually to North Carolina based upon OSBM certified population estimates (2 largest state revenue allocations).

- \$205 Per Capita

Source: North Carolina Dept. of Transportation, [2017 North Carolina State Street-Aid Allocations to Municipalities](#); North Carolina Dept. of Revenue, [Collections for Month Ending Reports for 2017](#).

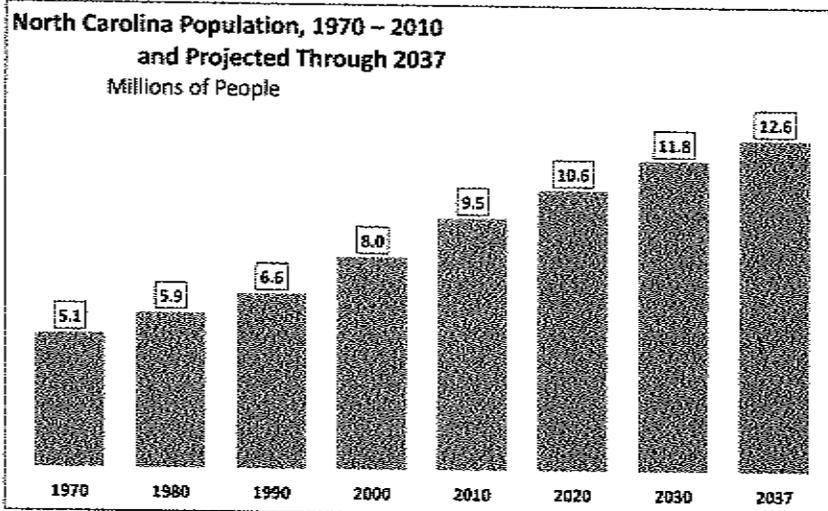
### ANNUAL ESTIMATES REQUIRE ACCURATE CENSUS COUNT!

Note: Not all municipalities and counties participate in street-aid allocations or use the per capita formula for distributing DOR funds.



Note: Early estimates and censuses excluded most American Indians. Populations in western North Carolina was not enumerated in 1790.

Source: 1700-1787 Estimates from Various Sources as Reported in *History and Growth of the United States Census*, 56<sup>th</sup> Congress, 1<sup>st</sup> Session, Document 194; US Census Bureau, Decennial Censuses (1790-2010); U.S. Census Bureau, Population Estimates, 2017 Vintage.



Source: US Census Bureau, Decennial Censuses; OSBM Population Projections, 2017 Vintage.

April 5, 2018

Office of State Budget & Management



### 9<sup>th</sup> Largest State at 10.3 Million

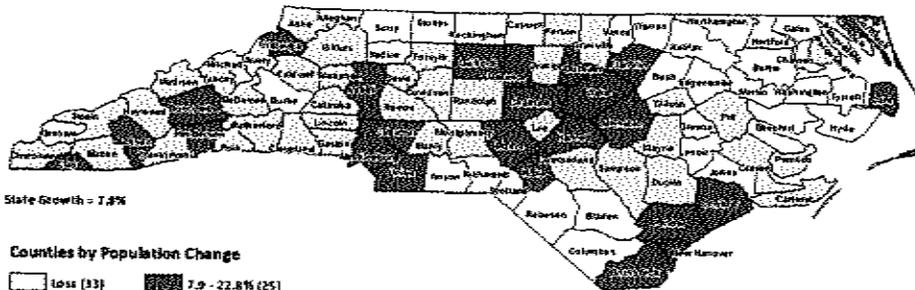
5<sup>th</sup> Largest Population Gain (737,698 people), April 2010 to July 2017

Geographic Area	Population Estimate		Change, 2010 to 2017	
	April 1, 2010	July 1, 2017	Number	Percent
United States	308,758,105	325,719,178	16,961,073	5.5
California	37,254,618	39,536,653	2,282,135	6.1
Texas	25,146,100	28,304,596	3,158,496	12.6
Florida	18,804,594	20,984,400	2,179,806	11.6
New York	19,378,110	19,849,399	471,289	2.4
Pennsylvania	12,702,857	12,805,537	102,680	0.8
Illinois	12,831,566	12,802,023	-29,542	-0.2
Ohio	11,536,730	11,658,609	121,879	1.1
Georgia	9,688,690	10,429,379	740,689	7.6
<b>North Carolina</b>	<b>9,535,721</b>	<b>10,273,419</b>	<b>737,698</b>	<b>7.7</b>
Michigan	9,884,129	9,962,311	78,182	0.8

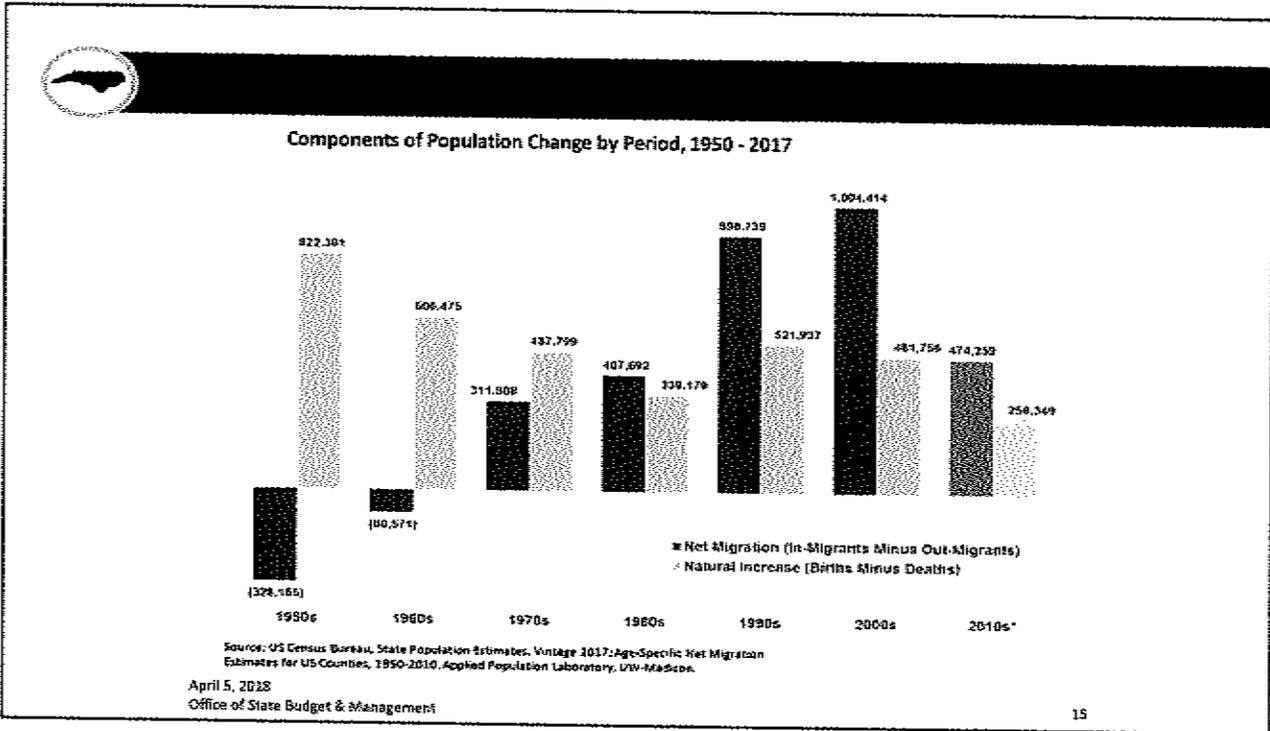
Source: U.S. Census Bureau, Population Estimates, 2017 Vintage



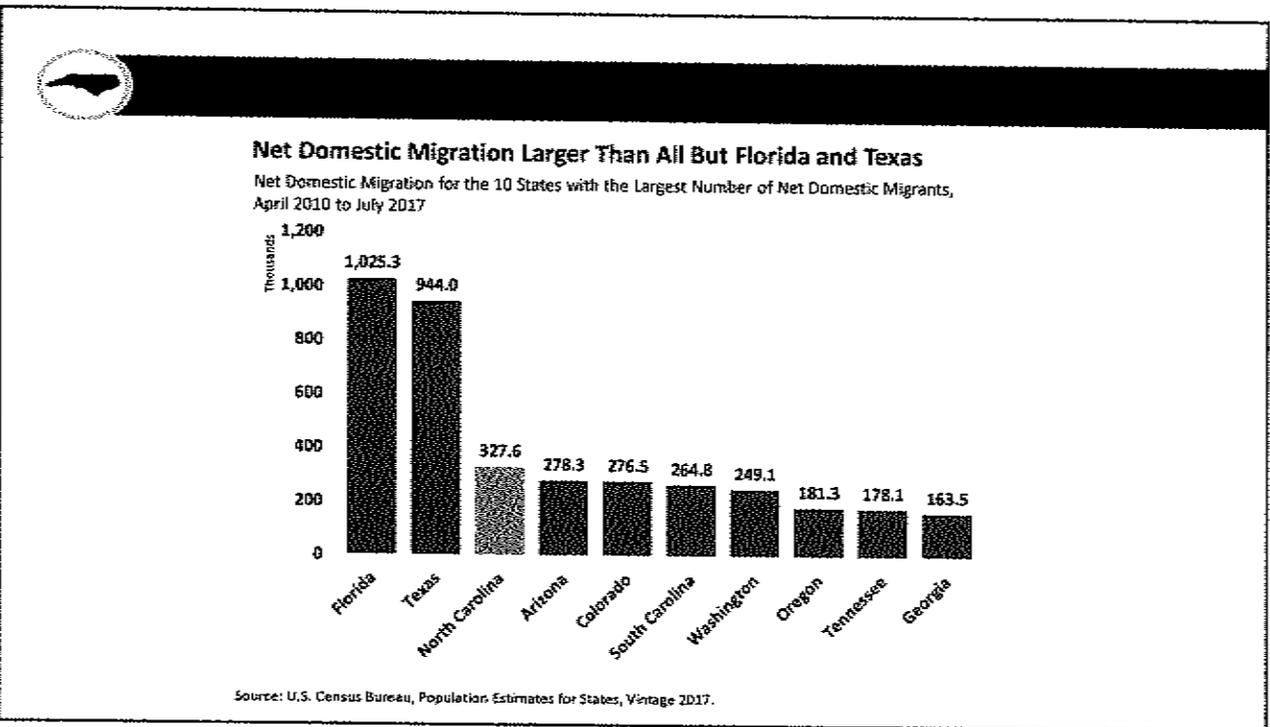
### Population Change in North Carolina Counties, April 1, 2010 - July 1, 2017



Source: North Carolina Office of State Budget & Management, Demographic & Economic Analysis Branch, Certified Population Estimates, 2017 Vintage.

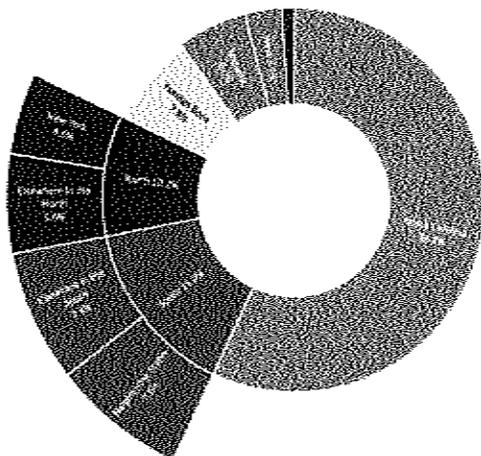


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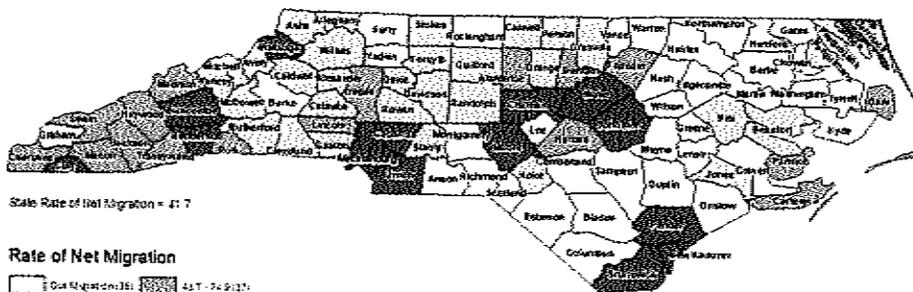
Percent of the North Carolina Population by Place of Birth



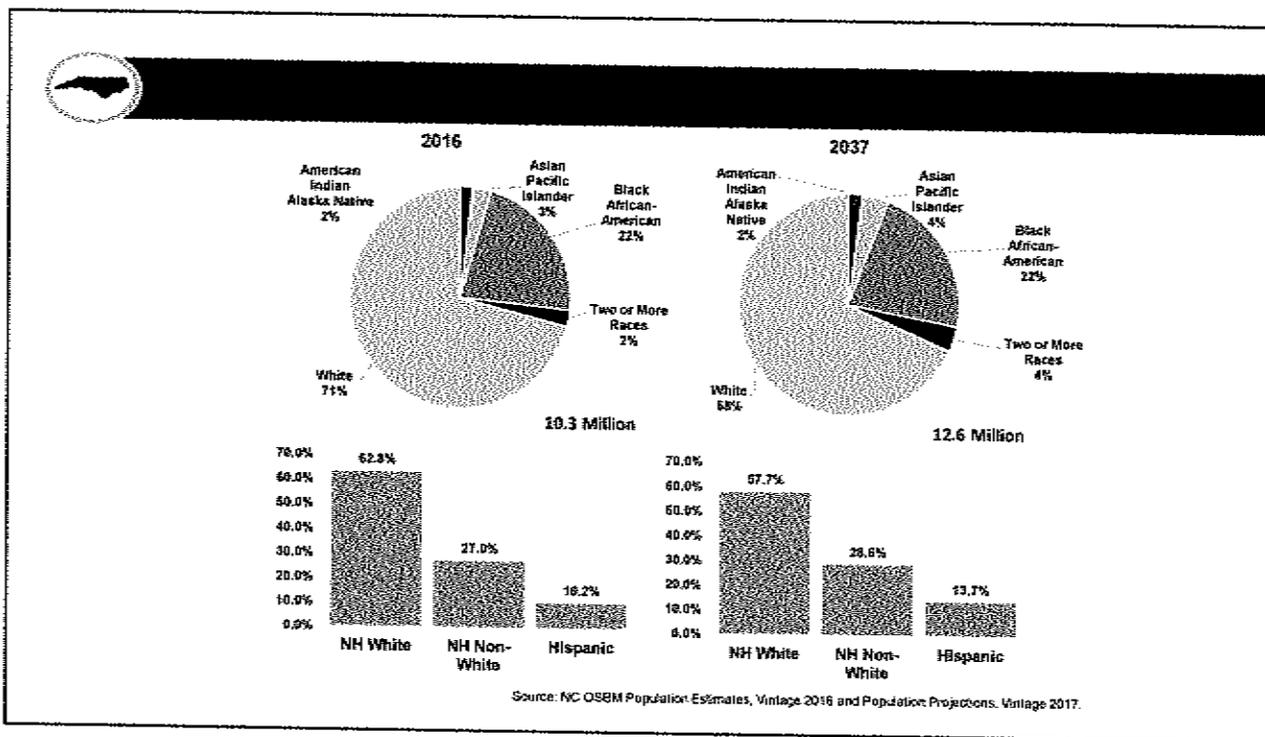
Source: U.S. Census Bureau, 1-Year 2016 American Community Survey



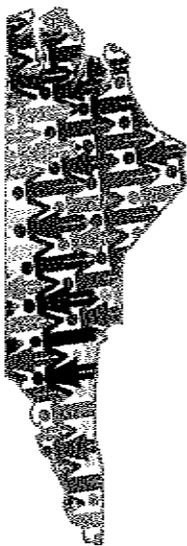
Rate of Net Migration (per 1,000 Population)  
for North Carolina Counties, April 1, 2010 - July 1, 2016



Source: North Carolina Office of State Budget & Management, Demographic & Economic Analysis Branch, Certified Population Estimates, 2016 Vintage.



- **767,656 Foreign Born<sup>1</sup>**
  - **507,234 Non-Citizens<sup>1</sup>**
  - **350,000 Unauthorized Immigrants<sup>2</sup>**
    - **8<sup>th</sup> Largest Unauthorized Population<sup>2</sup>**
    - **60% from Mexico, 7% El Salvador, 6% Honduras<sup>2</sup>**
    - **3.4% of North Carolina Population<sup>2</sup>**
    - **43% of All Immigrants vs. 26% of U.S. Immigrants<sup>2</sup>**
    - **5.0% of Labor Force vs. 5.0% U.S. Labor Force<sup>2</sup>**
    - **8.7% of NC K-12 Students Have Unauthorized Parent(s)<sup>2</sup>**
    - **41,000 (12%) Eligible for DACA (29,260 enrolled)<sup>3</sup>**
- Sources: <sup>1</sup>U.S. Census Bureau, 2012-2016 American Community Survey; <sup>2</sup>"Overall Number of US Unauthorized Immigrants Hold Steady Since 2009" by Jeffrey S. Passel and D'Vera Cohn, Pew Research Center, September 20, 2016 & "Institute on Taxation and Economic Policy, "State & Local Tax Contributions of Young Undocumented Immigrants" April 25, 2017. 3% for us



# MAKE NC COUNT

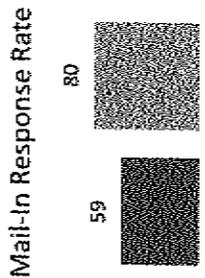
## C E N S U S 2 0 2 0

### Perquimans County Counts

Total Population	13,470
Persons under 5 years (percent)	4.7
Persons 65 years and over (percent)	24.5
Median household income (in 2016 dollars)	45,208
Persons in poverty (percent)	16.5
High school graduate or higher (age 25+, percent)	84.9
Foreign-born persons (percent)	2.4

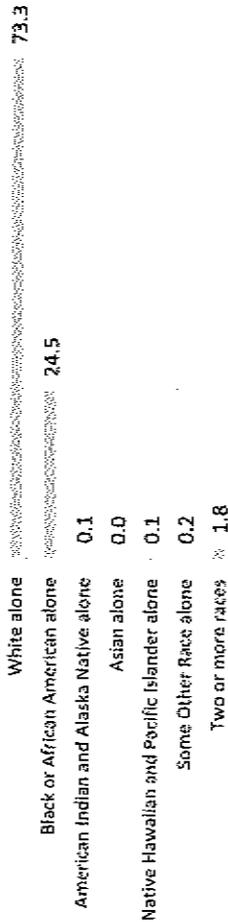


2010 Total 2012-2016 Total 2020 Total



2000 Response 2010 Response

### 2012-2016 Race as a Percent of the Total

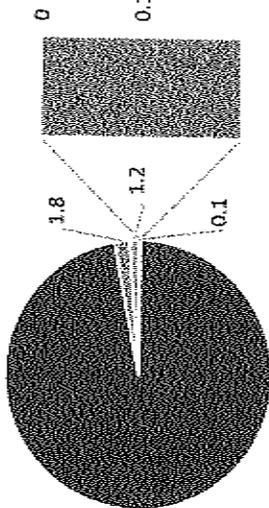


### 2012-2016 Hispanic or Latino Origin

Hispanic or Latino (of any race) 2.4

### Language Spoken at Home

(Population 5 years and over)



English only Spanish Asian language Other language Indo-European

The US Census is required by the Constitution. The once a decade count determines how many representatives North Carolina will have in Congress and where state, county, town, and other local districts are drawn.

The Census is the largest and most reliable picture of our communities and is vital to planning for future services like schools, streets and utilities, hospitals and clinics, shopping and more.

Census data brings your tax dollars back to your community.

More than \$1,623 per person in federal aid and \$205 in state aid are distributed annually in North Carolina based on the census count. CHIP, Medicare and Medicaid, SNAP (Food Stamps), Head Start, Foster Care and National School Lunch Program grants, and Highway planning and construction grants (including the NC Powell Bill) rely on census information.



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- June 2019**

**GARNISHMENTS: \$3,372.68**

**PAYMENT AGREEMENTS: \$15,693.64**

**DEBT SETOFFS: \$11.59**

**RESOLUTION AUTHORIZING EXCHANGE OF  
REAL PROPERTY BETWEEN  
PERQUIMANS COUNTY AND THE  
STATE OF NORTH CAROLINA  
PURSUANT TO N.C.G.S. 160A-271**

WHEREAS Perquimans County (the "County") owns a 3.00 acre tract of land, known and identified as Parcel 5 on that survey entitled "Recombination Survey For Perquimans County and North Carolina Department of Transportation" by Paul J. Toti, Professional Land Surveyor, dated February 28, 2006 which said property is located on Main Street Extended (N.C.S.R. 1220) and located in the County adjacent to property owned by the State of North Carolina for its Department of Transportation Maintenance Yard, which said property has an approximate value of \$30,000.00; and

WHEREAS The State of North Carolina (the "State") owns a 5.03 acre tract of land, known and identified as Perquimans County PIN 7950-55-7893, and further shown on that survey entitled "Map of Property of North Carolina Department of Transportation" by Ralph S. Jarvis, Professional Land Surveyor, dated December 31, 2002, which said map is recorded at Plat Cabinet 2 Slide 132-8 in the Perquimans County Registry and which is bounded by Main Street Extended (N.C.S.R. 1220), Melton Grove Road and Ocean Highway (U.S. Highway 17), which said property has an approximate value of \$50,000.00; and

WHEREAS the County and the State have agreed and wish to make an even exchange of the two described properties described above; and

WHEREAS North Carolina General Statute § 160A-271 authorizes the County to make such an exchange if authorized by the County Board of Commissioners by a resolution adopted at a regular meeting of the board upon at least 10 days' public notice; and

WHEREAS the County has given the required public notice and the County Board of Commissioners is convened in a regular meeting.

THEREFORE THE BOARD OF COMMISSIONERS OF PERQUIMANS COUNTY RESOLVES THAT:

1. The exchange of properties described above is authorized.

2. The appropriate county officials are directed to execute the appropriate instruments necessary to carry out the exchange authorized by this resolution.

3. That a copy of this resolution be placed in the minutes of the August 5, 2019 meeting of the Perquimans County Board of Commissioners.

This the \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Chairman  
Perquimans County Board of Commissioners

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



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 112<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-24, 2019.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 16, 2019:**

NCACC  
323 W. Jones Street, Suite 500  
Raleigh, NC 27603  
Fax: (919) 733-1065  
Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)  
Phone: (919) 715-2685

FOR  
INFORMATION  
ONLY  
ITEMS

Thank You

for your thoughtfulness

it meant so much more

than words could express.

The Family of Emerson Cullings

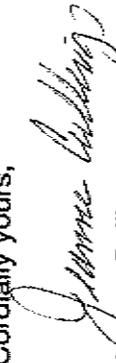
Thank You

Thank you for recognizing and emphasizing Emerson's commitment to Perquimans County. Placing your comments in the Board minutes provides respect and life to Emerson Cullings presence at the County Commissioner meetings.

He would be the first to say that he did not do anything special except be involved in the business of his county. He would support the humane touch of your declaration and state that boards and their leadership need not be afraid to show this behavior.

Please accept my sincere thanks to you and Perquimans County Board of Commissioners for their thoughts regarding Emerson, or as he was known by some people, "Mr Public".

Cordially yours,



Jeanne Cullings

COMMISSIONERS

Jeff Dixon, Chairman  
Lloyd E. Griffin, III, Vice-Chairman  
Cecil Perry  
Frankie Meads  
Charles H. Jordan  
Sena Lavin  
Barcy Overman



COUNTY MANAGER  
Sparty Hammett

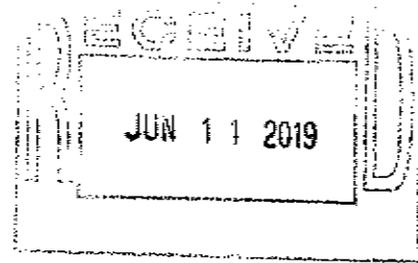
COUNTY ATTORNEY  
J. Michael Cox

CLERK TO THE BOARD  
Lynn B. Scott

COUNTY OF PASQUOTANK

Post Office Box 39  
Elizabeth City, North Carolina 27907-0039  
(252)335-0865  
Fax (252)335-0866

June 6, 2019



Mr. Frank Heath, County Manager  
Perquimans County  
P.O. Box 45  
Hertford, NC 27944

Dear Frank:

Enclosed please find a resolution unanimously adopted by the Pasquotank County Board of Commissioners on June 3, 2019 addressing the use of transportation funds, need for market research and a feasibility study for the Harbor Town Project for consideration by your Board. The Board supports the Harbor Town concept; however, it has not been properly vetted through an independent feasibility study. If you have any questions, feel free to give me a call at (252) 335-0865.

Sincerely yours,

Sparty Hammett  
County Manager

Enclosure

Jeff Dixon, Chairman  
Lloyd E. Griffin, III, Vice-Chairman  
Cecil Perry  
Frankie Meads  
Charles H. Jordan  
Sean Lawin  
Barry Overman



COUNTY MANAGER  
Sparty Hammett

COUNTY ATTORNEY  
R. Michael Cox

CLERK TO THE BOARD  
Lynn Scott

## COUNTY OF PASQUOTANK

### A RESOLUTION ADDRESSING THE HARBOR TOWN PROJECT'S POTENTIAL USE OF TRANSPORTATION FUNDS, CONDUCTING INDEPENDENT MARKET RESEARCH AND AN INDEPENDENT FEASIBILITY STUDY

**WHEREAS**, on October 10, 2018, the Albemarle Regional Planning Organization (ARPO) Rural Transportation Advisory Committee (RTAC) voted unanimously to go on record opposing the use of State and Federal funds allocated for aviation, bicycle and pedestrian, roads, bridges, transit, and NCDOT Ferry Division projects for the Harbor Town Project; and

**WHEREAS**, the ARPO RTAC also voted unanimously to oppose the use of NCDOT Ferry Division capital improvement and maintenance funds for the purchase, operation, and maintenance of the ferries for the project and oppose the Harbor Town Project becoming a part of the NCDOT ferry system; and

**WHEREAS**, the purpose of market research is to gather consumer data to aid decision making and reduce project risk; and

**WHEREAS**, no market research has been conducted on the Harbor Town Project; and

**WHEREAS**, a preliminary feasibility analysis was conducted in 1994 that concentrated on the operational aspects of the project; and

**WHEREAS**, the 2015 UNC Kenan-Flagler Business School's "Water Transportation in the Albemarle Sound" concept study indicated that the next step needed is to complete a feasibility study with market research; and

**WHEREAS**, a feasibility study is an assessment of the practicality of a proposed project analyzing all relevant factors; and

**WHEREAS**, an independent feasibility study is used to determine the possibility and probability of a project succeeding and reducing the risk in decision making; and

**WHEREAS**, no independent feasibility study has been conducted on the Harbor Town Project.

**NOW, THEREFORE, BE IT RESOLVED** that the Pasquotank County Board of Commissioners recognizes the Harbor Town Project's potential positive benefit to the region, however, the Board does not support the use of transportation funds for the project and does not support participation in the project until: market research is conducted and an independent, third-party Feasibility Study is conducted which documents the financial viability of the project.

This resolution is effective upon adoption.

ADOPTED this 3<sup>rd</sup> day of June, 2019.

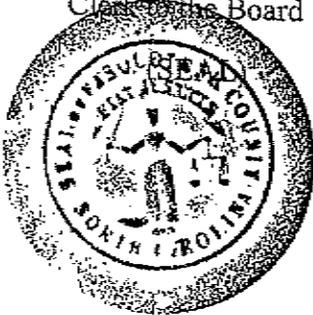


Jeff Dixon, Chairman  
Pasquotank County Board of Commissioners

ATTEST:



Lynn B. Scott  
Clerk of the Board



# DEPARTMENT HEAD REPORTS



Perquimans County Sheriff's Office --- May 2019 Activity Report										
	Arrests	Incidents	Civil Papers	Criminal Papers	Citations	Dispatched Calls	Office Calls	Transports Out Co.	Deposits	Court Days
JANUARY	27	33	166	30	15	736	368	4	\$4,734.00	9
FEBRUARY	33	41	132	25	8	640	320	2	\$3,986.09	7
MARCH	24	30	228	24	19	796	398	1	\$17,226.68	11
APRIL	24	27	105	15	16	740	370	4	\$12,270.21	7
MAY	37	30	178	28	10	794	397	7	\$5,380.58	10



# COMMITTEE REPORTS